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Attorneys for Plaintiff JOSE MANUEL VASQUEZ

individually and on behalf of all other Aggrieved Employees

FILED

Superior Court of California
County of Los Angeles

03/25/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Carino Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

JOSE MANUEL VASQUEZ, an individual,
on behalf of herself and all other
AGGRIEVED EMPLOYEES

Plaintiff,

v.

NEW SCHOOL FOR CHILD
DEVELOPMENT, a California Corporation;
THE HELP GROUP CHILD AND FAMILY
CENTER, a California Corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV13381

*[Assigned for all purposes to the Honorable
Timothy Patrick Dillon, Dept. 73]*

**~~PROPOSED~~ FINAL ORDER AND FINAL
JUDGMENT GRANTING APPROVAL OF
THE REPRESENTATIVE PAGA
SETTLEMENT**

*[FILED CONCURRENTLY WITH JOINT STIPULATION
REQUESTING APPROVAL OF REPRESENTATIVE
PAGA SETTLEMENT; DECLARATION OF HAIG B.
KAZANDJIAN IN SUPPORT THEREOF]*

Complaint Filed: April 7, 2021

Trial Date: None Set

The Court has received and considered the Joint Stipulation of Plaintiff JOSE MANUEL VASQUEZ (herein referred to as “Plaintiff”) on his own behalf and on behalf of the State of California, and as an “aggrieved employee” acting as private attorney general under the Labor Code Private Attorneys General Act of 2004, § 2698, et seq. (“PAGA”) and Defendant NEW SCHOOL FOR CHILD DEVELOPMENT, a California Corporation (hereinafter “Defendant”) Requesting Approval of the Settlement Agreement and Release of PAGA Claim (“PAGA Settlement Agreement” or “Settlement”).

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1 **WHEREAS**, the PAGA Settlement Agreement, between Plaintiff on his own behalf and
2 on behalf of the State of California, and as an “aggrieved employee” acting as private attorney
3 general under the Labor Code PAGA, § 2698, et seq. and Defendant NEW SCHOOL FOR
4 CHILD DEVELOPMENT, a California Corporation, sets forth the terms and conditions for the
5 proposed settlement and for entry of an order of final approval thereon. The Court having read
6 and considered the Parties’ Joint Stipulation Requesting Approval of Settlement Agreement and
7 PAGA Claim, and the supporting documents and exhibits annexed thereto including the
8 Declaration of Haig B. Kazandjian and all exhibits attached thereto, now finds:

9 **NOW THEREFORE, having read and considered the Settlement and Exhibits**
10 **thereto, IT IS HEREBY ORDERED, ADJUDGED, and DECREED:**

11 1. The Court incorporates by reference the definitions in the PAGA Settlement
12 Agreement and all capitalized terms defined therein shall have the same meaning in this Order as
13 set forth in the PAGA Settlement Agreement.

14 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
15 in compliance with the California Code of Civil Procedure, California and United States
16 Constitutions (including the due process clauses), California Rules of Court, and any other
17 applicable law, and is hereby finally approved in all respects.

18 3. The Parties are hereby directed to perform the terms of the settlement as described
19 in the PAGA Settlement Agreement according to its terms and provisions.

20 4. The PAGA Settlement Agreement is not an admission by Defendant, nor is this
21 Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant.
22 Neither this Final Order, the settlement, nor any document referred to herein, nor any action
23 taken to carry out the settlement, shall be construed or deemed an admission of liability,
24 culpability, negligence, or wrongdoing on the part of Defendant.

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5. The PAGA Settlement Agreement applies to Plaintiff, the State of California, and all Aggrieved Employees, which are defined as: all current and former non-exempt employees employed by Defendant New School for Child Development, a California Corporation for at least one PAGA Pay Period in California at any time between February 2, 2020 through June 25, 2021 (the PAGA Period).

7. The Court orders that pursuant to the PAGA Settlement Agreement, and upon the funding of the Gross Settlement Amount by Defendant, (i) Plaintiff is deemed to have fully released any and all claims against Defendant and the Released Parties as fully set forth in the PAGA Settlement Agreement and (ii) Plaintiff, the State of California and all Aggrieved Employees, are deemed to have waived, released, and discharged, and are permanently barred from prosecuting the Released PAGA Claims against Defendant and the Released Parties as fully set forth in the Settlement Agreement.

8. The PAGA Settlement Agreement provides that the Gross Settlement Amount is \$266,950.00 which shall be paid by Defendant. The Gross Settlement Amount is the maximum that Defendant will pay in this matter. The Court hereby approves the Gross Settlement Amount and orders the calculations and payments to be made from the Gross Settlement Amount and administered in accordance with the terms of the PAGA Settlement Agreement:

- a) PAGA Counsel's attorneys' fees in the amount of \$106,780.00, which is 40% of the Gross Settlement Amount;
- b) PAGA Counsel's costs in the amount of \$12,091.77;
- c) Administration costs of no more than \$3,750.00 to be paid to the Settlement Administrator Phoenix Class Action Administration Solutions;
- d) \$10,000.00 to Plaintiff as a Representative Enhancement Award and for his general release of claims;

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e) the remainder of the Gross Settlement Amount after deducting the items (a), (b), (c) and (d) herein shall be designated as PAGA Penalties, which are estimated to be \$134,328.23, and will be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75% paid to the LWDA (\$100,746.17) and 25% (\$33,582.06), paid to the Aggrieved Employees on a pro-rata basis.

9. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the PAGA Settlement Agreement. Defendant is hereby relieved of any obligation to retain electronically stored information or other data, documents or information as a result of the filing or pursuit of the instant matter but is not relieved of (a) any obligation to produce or retain electronically stored information or data as set forth in the PAGA Settlement Agreement, and (b) any obligation arising independently of this matter to retain electronically stored information or other data, documents or information.

10. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this settlement and all exhibits attached hereto as (i) are consistent with the Final Order and Judgment; and (ii) do not limit the rights of Aggrieved Employees under the settlement.

11. The Court hereby enters this Final Order and Judgment pursuant to the terms of the PAGA Settlement Agreement.

12. Without affecting the finality of the Final Order and Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, as well as the administration and enforcement of the settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the settlement not resolved by the Settlement Administrator shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the settlement pursuant to the terms of the PAGA Settlement Agreement.

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13. This Final Order and Judgment shall constitute a final disposition of the above captioned action in its entirety and is intended to be immediately appealable.

14. The Court hereby dismisses the Action (including all Released PAGA Claims presented thereby) with prejudice, without fees or costs to any party except as provided by the PAGA Settlement Agreement.

15. The Court hereby dismisses Defendant THE HELP GROUP CHILD AND FAMILY CENTER, a California Corporation, without prejudice.

IT IS SO ORDERED and ADJUDGED.

Dated: 03/25/2024



A handwritten signature in black ink, appearing to read "Timothy Patrick Dillon", is written over a horizontal line.

Honorable Timothy Patrick Dillon

Timothy Patrick Dillon / Judge

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PROOF OF SERVICE

JOSE MANUEL VASQUEZ v. NEW SCHOOL FOR CHILD DEVELOPMENT, et al.
21STCV13381

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Lilit Osikyan, state that I am employed in the aforesaid County, State of California;
I am over the age of eighteen years and not a party to the within action; my business address
is 801 North Brand Blvd., Suite 970, Glendale, California 91203. My electronic service
address is **ingrid@hbklawyers.com**.

On March 15, 2024 I served the following:

- 1. [PROPOSED] FINAL ORDER AND JUDGMENT GRANTING APPROVAL OF THE
REPRESENTATIVE PAGA SETTLEMENT**
on the interested parties by following one of the methods of service as follows:

Brendan T. Sapien, Esq.
O'HAGAN MEYER LLP
550 South Hope Street, Suite 2400
Los Angeles, CA 90071
Email: bsapien@ohaganmeyer.com
Attorneys for Defendants,

(X) **BY ELECTRONIC MAIL:** I hereby certify that this document was served from Los
Angeles, California, by e-mail delivery on the parties listed herein at their most recent
known email address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed on March 15, 2024, at Glendale, California.



Ingrid Cortez