

AUG 23 2022

Sherri R. Carter, Executive Officer/Clerk of Court

By: Roxanne Arraiga, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ARYTON COSTA, individually and) Case No.: 21STCV18531
on behalf of all others)
similarly situated,)
)
Plaintiffs,)
) JUDGMENT
vs.)
)
UNIVERSITY OF ANTELOPE VALLEY,)
a California Corporation,)
)
Defendant.)
)
)
)

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. Plaintiff ARYTON COSTA, individually and on behalf of
all others similarly situated, shall take nothing from Defendant
University of Antelope Valley, a California Corporation,

1 except as expressly set forth in the Revised Settlement
2 Agreement ("Settlement Agreement"), and Approval Orders entered
3 July 20, 2022 and August 18, 2022.

4 2. Defendant University of Antelope Valley must pay
5 Plaintiffs the Gross Settlement Amount of \$150,000. The Net
6 Settlement Amount ("Net") (\$20,226.70) is the GSA minus the
7 following:

8 a. \$49,500 (33%) for attorney fees to PAGA Counsel,
9 HammondLaw, P.C.;

10 b. \$9,593.19 for litigation costs to PAGA Counsel;

11 c. \$5,000 for settlement administration costs to
12 Simpluris;

13 d. \$5,000 for service award to named plaintiff, Aryton
14 Costa;

15 e. \$60,680.11 (75% PAGA penalty) to the LWDA.

16 3. "Aggrieved Employees" are all part-time instructors
17 employed by Defendant in California during the "PAGA Period",
18 which is the period of time between April 6, 2020 and July 20,
19 2022.

20 4. "PAGA Released Claims" means any and all claims
21 asserted in the Action under PAGA, or that could have been
22 asserted in the Action under PAGA based on the facts alleged,
23 including but not limited to any and all claims for PAGA
24 penalties for violations of the California Labor Code governing:
25

1 failure to pay minimum wages, failure to pay overtime wages,
2 failure to provide meal periods or compensate an additional hour
3 of pay for missed or improper meal periods, failure to permit
4 rest breaks or compensate an additional hour of pay for missed
5 or improper rest periods, failure to provide accurate itemized
6 wage statements, failure to pay all wages due upon separation of
7 employment, failure to keep accurate and complete time and
8 payroll records for employees, failure to timely pay wages
9 during employment, failure to pay rest periods at the proper
10 rate, failure to comply with Labor Code Section 226.2, and
11 failure to reimburse necessary business expenses. Revised
12 Settlement Agreement, § I.15.

14 In consideration for the payments awarded pursuant to the
15 terms of this Settlement, Plaintiff, in his capacity as a
16 private attorney general and "aggrieved employee" acting on
17 behalf of himself, the State of California, and the Aggrieved
18 Employees, agrees that upon entry of an Order approving the
19 Settlement, Plaintiff and the Aggrieved Employees, shall release
20 Defendant from any and all PAGA Released Claims that arose
21 during the PAGA Period. Upon entry of the Order approving the
22 Settlement and judgment entered thereon, Plaintiff, and the
23 Aggrieved Employees will be forever barred from pursuing any and
24 all of the PAGA Released Claims that arose during the PAGA
25

1 Period against Defendant. Revised Settlement Agreement, §
2 III.7.

3 In consideration for the payments awarded pursuant to the
4 terms of this Settlement, Plaintiff, in his capacity as a
5 private attorney general and "aggrieved employee" acting on
6 behalf of himself, the State of California, and Reimbursement
7 Aggrieved Employees agrees that upon entry of an Order approving
8 the Settlement, Plaintiff and Reimbursement Aggrieved Employees
9 shall release Defendant from any and all Reimbursement PAGA
10 Released Claims that arose during the Reimbursement PAGA Period.
11 Upon entry of the Order approving the Settlement and judgment
12 entered thereon, Plaintiff and Reimbursement Aggrieved Employees
13 will be forever barred from pursuing any and all of the
14 Reimbursement PAGA Released Claims that arose during the
15 Reimbursement PAGA Period against Defendant. Revised Settlement
16 Agreement, § III.8.

17
18 The Revised Settlement Agreement provides that Aggrieved
19 Employees and Reimbursement Aggrieved Employees are not
20 releasing their individual Labor Code claims against Defendant.
21 Revised Settlement Agreement, § III.7, 8.

22
23 5. All uncashed settlement checks, plus interest, must be
24 delivered to the California State Controller's Unclaimed
25 Property Division in the name of the Aggrieved Employee who did
not cash his or her check.

6. Pursuant to California Code of Civil Procedure section 664.6, this Court retains jurisdiction over the parties with respect to enforcement of this Judgment.

CLERK TO GIVE NOTICE.

DATED: August 23, 2022

YVETTE M. PALAZUELOS

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JUDGE OF THE SUPERIOR COURT