

05/03/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. 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,) FIRST AMENDED
)
vs.) JUDGMENT
)
UNIVERSITY OF ANTELOPE VALLEY,)
a California Corporation,)
)
Defendant.)
)
)

IT IS ORDERED, ADJUDGED AND DECREED:

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, August 18, 2022 and May 1, 2023.

4 2. Defendant University of Antelope Valley must pay
5 Plaintiffs the Gross Settlement Amount (GSA) of \$150,000, post-
6 judgment interest in the amount of \$2,282.78, and additional
7 costs in the amount of \$3,950 incurred by Plaintiff's counsel in
8 an attempt to enforce the Judgment.

9 3. The Net Settlement Amount is the GSA, plus post-
10 judgment interest (\$2,282.87) and additional costs (\$3,950),
11 minus the following:
12

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

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

16 c. \$3,950 for additional costs to PAGA Counsel;

17 d. \$5,000 for settlement administration costs to
18 Simpluris;

19 e. \$5,000 for service award to named plaintiff,
20 Aryton Costa;

21 f. \$62,392.19 (75% PAGA penalty) to the LWDA.

22 4. Defendant funded \$75,000 of the GSA on February 23,
23 2023, which is held by the Settlement Administrator, Simpluris,
24 Inc. Within three (3) business days of this First Amended
25 Judgment, Defendant must fund the remaining half of the GSA

1 (\$75,000), post-judgment interest (\$2,282.78), and additional
2 out-of-pocket costs to PAGA Counsel (\$3,950).

3 5. The Court defined the following:

4 "Aggrieved Employees" are defined as "all part-time
5 instructors employed by Defendant in California from April 6,
6 2020 to the date the Court grants approval of the Settlement."
7 Revised Settlement Agreement, § I.4; Hammond Decl., ¶¶ 19, 21.

8 "Reimbursement Aggrieved Employees" are defined as "all
9 individuals other than Aggrieved Employees who were employed in
10 California by Defendant and who were required by Defendant to
11 work from home remotely as a result of the COVID-19 pandemic and
12 incurred necessary business expenses from April 6, 2020 until
13 August 31, 2021." Revised Settlement Agreement, § I.5; Hammond
14 Decl., ¶¶ 19, 21.

15 6. Scope of the Release

16 "PAGA Released Claims" means any and all claims asserted in
17 the Action under PAGA, or that could have been asserted in the
18 Action under PAGA based on the facts alleged, including but not
19 limited to any and all claims for PAGA penalties for violations
20 of the California Labor Code governing: failure to pay minimum
21 wages, failure to pay overtime wages, failure to provide meal
22 periods or compensate an additional hour of pay for missed or
23 improper meal periods, failure to permit rest breaks or
24 compensate an additional hour of pay for missed or improper rest
25

1 periods, failure to provide accurate itemized wage statements,
2 failure to pay all wages due upon separation of employment,
3 failure to keep accurate and complete time and payroll records
4 for employees, failure to timely pay wages during employment,
5 failure to pay rest periods at the proper rate, failure to
6 comply with Labor Code Section 226.2, and failure to reimburse
7 necessary business expenses. Revised Settlement Agreement, §
8 I.15.

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

23
24 "Reimbursement PAGA Released Claims" means any and all
25 claims asserted in the Action under PAGA, or that could have
been asserted in the Action under PAGA based on the facts

1 alleged, including but not limited to any and all claims for
2 PAGA penalties for Defendant's failure to reimburse necessary
3 business expenses. Reimbursement PAGA Released Claims do not
4 include any individual claims Reimbursement Aggrieved Employees
5 may have. Revised Settlement Agreement, I.16.

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

21 Aggrieved Employees and Reimbursement Aggrieved Employees
22 are not releasing their individual Labor Code claims against
23 Defendant. Revised Settlement Agreement, § III.7, 8.

24 7. All uncashed settlement checks, plus interest, must be
25 delivered to the California State Controller's Unclaimed

1 Property Division in the name of the Aggrieved Employee who did
2 not cash his or her check.

3 8. Pursuant to California Code of Civil Procedure section
4 664.6, this Court retains jurisdiction over the parties with
5 respect to enforcement of this Judgment.

6 CLERK TO GIVE NOTICE.

7 DATED: May 3, 2023
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Yvette M. Palazuelos
YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge