

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

OCT 04 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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Attorneys for Plaintiff and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MATTHEW MILLER as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

STANBRIDGE UNIVERSITY, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2021-01206298-CU-OE-CXC

(Assigned for all purposes to the Hon. William
Claster, Dept. CX 104)

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT AGREEMENT AND
JUDGMENT**

Date: September 30, 2022

Time: 9:00 a.m.

Dept.: CX104

Reservation No.: 73787090

Complaint Filed: June 17, 2021

Trial Date: None

1 On September 30, 2022, a hearing was held on Plaintiff Matthew Miller's ("Plaintiff") Motion to
2 Approve Settlement Agreement Pursuant to the Private Attorneys General Act (the "Motion"). The
3 Court, having considered all the papers filed and proceedings herein and otherwise being fully informed,
4 and having made this Judgment which constitutes a final adjudication of this matter on the merits, and
5 good cause appearing:

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have
8 the same meaning as given in the Settlement Agreement and General Release of All Claims ("Settlement
9 Agreement"), attached as Exhibit A to the Declaration of Nicholas Rosenthal, filed on June 10, 2022.

10 2. Pursuant to the PAGA, Labor Code §§ 2699(1)(2) and (1)(4), the Labor and Workforce
11 Development Agency ("LWDA") has been given notice of the settlement. Pursuant to the PAGA, on the
12 date the Parties filed the Motion seeking approval of the settlement with the Court, Plaintiff submitted to
13 the LWDA a notice of the settlement enclosing a copy of the Settlement Agreement. The Court finds
14 and determines that Plaintiff's notice of the settlement complied with the statutory requirements of the
15 PAGA.

16 3. The Court confirms approval of the settlement as to the following group of individuals,
17 collectively referred to as the "Aggrieved Employees":

18 all individuals who are or were employed by Stanbridge in California
19 during the period of April 14, 2020 and April 9, 2021 who received pay
20 for wages from Stanbridge through direct deposit.

21 4. This Court has jurisdiction over the subject matter of this litigation, over all Aggrieved
22 Employees, and over those persons and entities undertaking affirmative obligations under the settlement.

23 5. The Court finds that the settlement is, in all respects, fair, reasonable, and adequate.
24 Accordingly, the Court hereby finally and unconditionally approves the settlement.

25 6. The Court finds that each Aggrieved Employee, ^{releases claims} ~~in accordance with the settlement,~~
26 ^{pursuant to the settlement.} ~~releases the following "Released Claims" against the Released Parties.~~

27 [A]ll PAGA claims pled or that could have been pled based on the factual
28 allegations contained in the Complaint filed in the Action and/or the
written notice(s) sent to the Labor & Workforce Development Agency

1 pursuant to California Labor Code § 2699.3(a)(1) that occurred during the
2 PAGA Period as to the Aggrieved Employees; specifically, PAGA claims
3 for civil penalties predicated on alleged violations of Labor Code sections
4 201, 202, 203, 204, 221, 222, 223, 224, 226, 210, 218, 218.6, 225.5, 226.3,
5 1194, 1194.2, 1197, 1197.1, and 2802 that occurred during the applicable
6 PAGA Period and arise from the facts that were alleged or could have
7 been alleged based on the factual allegations in the written notice sent to
8 the Labor & Workforce Development Agency pursuant to California
9 Labor Code § 2699.3(a)(1) or the Complaint in the Action (the "Released
10 Claims").

11 The release only extends to PAGA claims predicated on alleged violations of Labor Code §§
12 201, 202, 203, 204, 221, 222, 223, 224, 226, 210, 218, 218.6, 225.5, 226.3, 1194, 1194.2, 1197, 1197.1,
13 and 2802 during the PAGA Period.

14 7. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
15 methodology used to calculate and pay each individual settlement share, in accordance with the
16 settlement, are fair and reasonable.

17 8. The Court authorizes Phoenix Settlement Administrators to act as the Settlement
18 Administrator.

19 9. The Court authorizes the Settlement Administrator to calculate and pay the individual
20 Settlement Shares, in accordance with the terms of the settlement.

21 10. The Court awards the Settlement Administrator in this Action its fees and costs of Four
22 Thousand Five Hundred Dollars (\$4,500.00) in accordance with the terms of the Settlement Agreement.

23 11. The Court awards to Representative Plaintiff a payment of Five Thousand Dollars
24 (\$5,000.00), which shall be paid to Representative Plaintiff as a Service Award. In exchange, the
25 Representative Plaintiff has agreed to a general release of all claims that he might have against
26 Defendant, including a Civil Code § 1542 release.

27 12. The Court awards to Plaintiff's Counsel in this Action its fees of Thirty-Four Thousand
28 Seven Hundred Ten Dollars (\$34,710.00) and actual costs of Nine Thousand Three Hundred Fifty-Eight
Dollars and Eighty Three Cents (\$9,358.83), in accordance with the terms of the Settlement Agreement.

13. The Court approves the allocations and payment of One Hundred Fifteen Thousand
Seven Hundred Dollars (\$115,700.00) for the compromise of claims brought under the PAGA, to be

1 paid in accordance with the terms of the settlement.

2 14. Under the terms of the settlement, the Net Settlement Amount is Sixty-Two Thousand
3 One Hundred Thirty One Dollars and Seventeen Cents (\$62,131.17). Seventy-five percent (75%) of the
4 Net Settlement Amount will be paid to the State of California Labor and Workforce Development
5 Agency ("LWDA Payment"), and the remaining twenty-five percent (25%) of the Net Settlement
6 Amount shall be distributed to the Aggrieved Employees in accordance with the terms of the settlement.

7 15. Checks for individual Settlement Shares sent to Aggrieved Employees shall be valid for
8 one hundred eighty (180) days after issuance. Funds remaining from any checks for individual
9 Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the *cy pres*
10 recipient Public Counsel.

11 16. The Court retains exclusive and continuing jurisdiction over this Action for purposes of
12 supervising, administering, implementing, interpreting, and enforcing this Judgment and Order, as well
13 as the settlement.

14 17. Nothing in this Order and Judgment or the settlement shall be construed as an admission
15 or concession by any party. The settlement and this resulting Judgment and Order simply represent a
16 compromise of disputed allegations.

17 18. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10) days of
18 the date of this Order.

19 **IT IS SO ORDERED AND ADJUDGED.**

20
21 DATED: 10-4-22

22 
23 HON. WILLIAM CLASTER
24 SUPERIOR COURT OF CALIFORNIA
25
26
27
28

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5]ss.
6 COUNTY OF LOS ANGELES]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On September 30, 2022, I served the following document(s) described as:
11 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PAGA
12 SETTLEMENT AGREEMENT AND JUDGMENT** on the interested parties in this action as
13 follows:

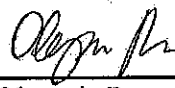
14 Linda Auerbach Allderdice
15 Linda.allderdice@hklaw.com

16 Samuel Stone
17 Sam.stone@hklaw.com
18 Holland & Knight LLP
19 400 S. Hope Street, 8th Floor
20 Los Angeles, California 90071

21 *Attorneys for Defendant Stanbridge University*

22 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
23 entitled document(s) to be served through the One Legal E-Filing System at the website
24 www.onelegal.com, addressed to all parties appearing on the electronic service list for the above-
25 entitled case. The service transmission was reported as complete and a copy of the filing
26 receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this
27 office.

28 I declare under penalty of perjury under the laws of the State of California that the
above is true and correct. Executed on September 30, 2022, at Los Angeles, California.

29 
30 _____
31 Olympia Pena