

EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Larry W. Lee (SBN 228175) / Nicholas Rosenthal (SBN 268297) FIRM NAME: DIVERSITY LAW GROUP STREET ADDRESS: 515 S. Figueroa Street, Suite 1250 CITY: Los Angeles STATE: CA ZIP CODE: 90071 TELEPHONE NO.: (213) 488-6555 FAX NO.: (213) 488-6554 E-MAIL ADDRESS: ATTORNEY FOR (name): Plaintiff Matthew Miller		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 West Santa Ana Boulevard MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Civil Complex Center		
PLAINTIFF/PETITIONER: Matthew Miller DEFENDANT/RESPONDENT: Stanbridge University OTHER:		CASE NUMBER: 30-2021-01206298-CU-OE-CXC
		JUDICIAL OFFICER: Hon. Williams Claster
PROPOSED ORDER (COVER SHEET)		DEPT: CX104

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Matthew Miller
2. Title of the proposed order:
[Proposed] Order Granting Plaintiff's Motion to Approve PAGA Settlement Agreement and Judgment
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion to Approve Settlement Agreement
 - b. Date and time: July 22, 2022; 9:00 a.m.
 - c. Place: 751 West Santa Ana Boulevard, Santa Ana, California 92701
4. The proposed order was served on the other parties in the case.

Nicholas Rosenthal

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Moss v. Sares Regis Operating Company, L.P.

CASE NUMBER:

30-2021-01206298-CU-OE-CXC

PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071

b. My electronic service address is (*specify*): erika@diversitylaw.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
 See attached Proof of Service

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: 6/21/22

Erika Mejia

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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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: July 22, 2022

Time: 9:00 a.m.

Dept.: CX104

Reservation No.: 73787090

Complaint Filed: June 17, 2021

Trial Date: None

On July 22, 2022, a hearing was held on Plaintiff Matthew Miller’s (“Plaintiff”) Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act (the “Motion”). The Court, having considered all the papers filed and proceedings herein and otherwise being fully informed, and having made this Judgment which constitutes a final adjudication of this matter on the merits, and good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

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

2. Pursuant to the PAGA, Labor Code §§ 2699(l)(2) and (l)(4), the Labor and Workforce Development Agency (“LWDA”) has been given notice of the settlement. Pursuant to the PAGA, on the date the Parties filed the Motion seeking approval of the settlement with the Court, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of the Settlement Agreement. The Court finds and determines that Plaintiff’s notice of the settlement complied with the statutory requirements of the PAGA.

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

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

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

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

6. The Court finds that each Aggrieved Employee, in accordance with the settlement, releases the following “Released Claims” against the Released Parties:

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

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

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

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

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

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

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

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

12. The Court awards to Plaintiff’s Counsel in this Action its fees of Thirty-Eight Thousand One Hundred Eighty-One Dollars (\$38,181.00) and actual costs of Ten Thousand Eight Hundred Fifty Dollars and Eighty Three Cents (\$10,850.83), in accordance with the terms of the Settlement Agreement.

13. The Court approves the allocations and payment of One Hundred Fifteen Thousand

1 Seven Hundred Dollars (\$115,700.00) for the compromise of claims brought under the PAGA, to be
2 paid in accordance with the terms of the settlement.

3 14. Under the terms of the settlement, the Net Settlement Amount is Fifty Six Thousand
4 Seven Hundred Eighty Two Dollars and Forty One Cents (\$56,782.41). Seventy-five percent (75%) of
5 the Net Settlement Amount will be paid to the State of California Labor and Workforce Development
6 Agency ("LWDA Payment"), and the remaining twenty-five percent (25%) of the Net Settlement
7 Amount shall be distributed to the Aggrieved Employees in accordance with the terms of the settlement.

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

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

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

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

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

21
22 DATED: _____

HON. WILLIAM CLASTER
SUPERIOR COURT OF CALIFORNIA