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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAY 05 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: *CTH* DEPUTY

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF ORANGE
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14 LARISSA MARANTZ and MORGHAN
15 GILL, individually and on behalf of all others
16 similarly situated,

17 Plaintiffs,

18 vs.

19 LAGUNA COLLEGE OF ART AND
DESIGN, a California Non-Profit Corporation,

20 Defendant.
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Case No. 30-2021-01194814-CU-OE-CXC

**REVISED ~~PROPOSED~~ FINAL
APPROVAL ORDER AND JUDGMENT**

Hearing Date: April 21, 2023

Hearing Time: 9:00 a.m.

Judge: Hon. William D. Claster

Dept.: CX-104

Action Filed: April 9, 2021

Trial Date: Not Set

1 The motion of Plaintiffs Larissa Marantz and Morghan Gill ("Plaintiffs") for an order finally
2 approving the Class Action Settlement Agreement ("Agreement") with Defendant Laguna College of Art
3 and Design ("Defendant"), attorneys' fees and costs, service award, and the expenses of the Settlement
4 Administrator duly came on for hearing on April 21, 2023 before the Honorable William D. Claster.

5 **I. FINDINGS**

6 Based on the oral and written argument and evidence presented in connection with the motion, the
7 Court makes the following findings:

8 1. All terms used herein shall have the same meaning as defined in the Agreement.

9 2. This Court has jurisdiction over the subject matter of this litigation pending before the
10 California Superior Court for the County of Orange, and over all Parties to this litigation, including the
11 Classes.

12 3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law,
13 the Court finds that the Gross Settlement Amount of Eight Hundred Twenty-Five Thousand Dollars
14 (\$825,000), and the terms set forth in the Agreement are fair, reasonable, and adequate.

15 4. The Court further finds that the Settlement was the result of arm's length negotiations
16 conducted after Class Counsel had adequately investigated the claims and became familiar with the
17 strengths and weaknesses of those claims. In particular, the amount of the Settlement, the risks relating
18 to certification, liability, and damages issues, and the assistance of an experienced mediator in the
19 settlement process, among other factors, support the Court's conclusion that the Settlement is fair,
20 reasonable, and adequate.

21 **Preliminary Approval of the Settlement**

22 5. On September 26, 2022 the Court granted preliminary approval of the Settlement. At this
23 same time, the Court approved conditional certification of the Classes for settlement purposes only.

24 **Notice to the Classes**

25 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first
26 class mail to members of the Classes at their last known addresses on or about October 26, 2022. Mailing
27 of the Class Notice to their last known addresses was the best notice practicable under the circumstances
28 and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement
to the Classes. The Class Notice given to the Class Members fully and accurately informed the Class
Members of all material elements of the proposed Settlement and of their opportunity to object to or
comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all
Class Members; and complied fully with the laws of the State of California, the United States Constitution,

1 due process and other applicable law. The Class Notice fairly and adequately described the Settlement
2 and provided Class Members adequate instructions and a variety of means to obtain additional
3 information.

4 7. The deadline for opting out of the Classes or submitting written objections to the Settlement
5 was December 27, 2022. There was an adequate interval between notice and the deadline to permit Class
6 Members to choose what to do and act on their decision. A full opportunity has been afforded to the Class
7 Members to participate in this hearing, and all Class Members and other persons wishing to be heard have
8 been heard. Class Members also have had a full and fair opportunity to exclude themselves from the
9 proposed Settlement and Classes. Accordingly, the Court determines that all Class Members who did not
10 timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval
11 Order and Judgment.

12 **Fairness of Settlement**

13 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
14 Cal.App.4th 1794, 1801 (1996).

15 a. The settlement was reached through arm's-length bargaining between the parties
16 during an all-day mediation before Lou Marlin, Esq., a respected and experienced mediator of wage and
17 hour class actions. There has been no collusion between the parties in reaching the proposed settlement.

18 b. Plaintiffs' investigation and discovery have been sufficient to allow the Court and
19 counsel to act intelligently.

20 c. Counsel for both parties are experienced in similar employment class action
21 litigation. All counsel recommended approval of the Agreement.

22 d. The percentage of objectors and requests for exclusion is small. No objections were
23 received. Seven requests for exclusion were received.

24 e. The participation rate was high. 479 Class Members will be mailed a settlement
25 payment, representing 98% of the overall Classes.

26 9. The consideration to be given to the Class Members under the terms of the Agreement is
27 fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action
28 and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the
uncertainties and significant risks of the litigation and the delays which would ensue from continued
prosecution of the action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the
Class Members.

1 **Attorneys' Fees and Costs**

2 11. An award of \$247,500 for attorneys' fees, or 30% of the Gross Settlement Amount, and
3 \$16,937.95 for litigation costs and expenses, is reasonable, in light of the contingent nature of Class
4 Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The
5 requested award has been supported by Class Counsel's lodestar and litigation expense billing statement.
6 The Court finds this amount to be a reasonable result in light of the quality of the result obtained, the work
7 performed by class counsel, a review of the billing records provided, and the estimated lodestar. In
8 approving this amount and examining the billing records provided, the Court is not approving any
9 particular hourly billing rates proposed by class counsel.

10 **Class Representative Service Payments**

11 12. The Agreement provides for a Class Representative Service Award of not more than \$7,500
12 to the Plaintiffs, subject to the Court's approval. The Court finds that a Class Representative Service
13 Payment in the amount of \$5,000.00 to Plaintiff Larissa Marantz and \$2,500 to Plaintiff Morghan Gill is
14 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and
15 effort in bringing and prosecuting this matter on behalf of the Classes, and for their execution of a general
16 release. In making these awards, the Court has considered only the factors set forth in *Golba v. Dick's*
17 *Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175
18 Cal.App.4th 785.

19 **Settlement Administration Expenses**

20 13. The Settlement Administrator shall calculate and administer the payment to be made to the
21 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and costs
22 to Class Counsel, transmit the Class Representative Service Award to the Plaintiffs, distribute the PAGA
23 Penalties, issue any required tax reporting forms, calculate withholdings and perform the other remaining
24 duties set forth in the Agreement. The Settlement Administrator has documented \$10,500.00 in fees and
25 expenses, and this amount is reasonable in light of the work performed by the Settlement Administrator.

26 **PAGA Payment**

27 14. The Agreement provides for a PAGA Payment out of the Gross Settlement Amount of
28 \$20,000, which shall be allocated \$15,000 to the LWDA as the LWDA's 75% share of the settlement of
 civil penalties paid pursuant to the PAGA and \$5,000 will be distributed to the "Adjunct Aggrieved
 Employees" and "Reimbursement Aggrieved Employees" based on their respective pay periods worked
 during the PAGA Period, which is April 7, 2020 to February 23, 2022.

1 a. "Adjunct Aggrieved Employees" are all individuals who are or have been employed
2 by Defendant as adjunct faculty in California at any time during the PAGA Period. Aggrieved Adjunct
3 Employees will release any and all claims, ~~whether known or unknown, liquidated or unliquidated, that~~
4 were asserted or could have been asserted on their behalf based on the facts set forth in the operative
5 pleading in the Action and/or notices submitted to the LWDA in connection with the Action, to recover
6 civil penalties pursuant to PAGA for any alleged violations by Defendant including California Labor Code
7 §§ 201-203, 226(a) and (e), 226.2, 226.7, 512, 1194, 1194.2 and 2802, Business & Professions Code §
8 17200, *et seq.*, California Industrial Commission Wage Orders, and California Code of Regulations Title
9 8 §§ 11040, 11000 *et seq.*, and all claims for attorneys' fees and costs and statutory interest in connection
10 therewith, arising during the PAGA Period ("Adjunct Released PAGA Claims").

11 b. "Reimbursement Aggrieved Employees" are all current and former employees of
12 Defendant other than Aggrieved Adjunct Employees who worked remotely for Defendant in California at
13 any time during the PAGA Period. Aggrieved Reimbursement Employees will release any and all claims,
14 ~~whether known or unknown, liquidated or unliquidated, that were asserted or could have been asserted on~~
15 their behalf based on the facts set forth in the operative pleading in the Action and/or notices submitted to
16 the LWDA in connection with the Action, to recover civil penalties pursuant to PAGA for any alleged
17 violations by Defendant including California Labor Code § 2802, and Business & Professions Code §
18 17200, *et seq.*, California Industrial Commission Wage Orders, and California Code of Regulations Title
19 8 § 11040 and all claims for attorneys' fees and costs and statutory interest in connection therewith, arising
20 during the PAGA Period ("Reimbursement Released PAGA Claims").

21 c. The LWDA was notified of the settlement and served with a copy of the Agreement,
22 and the LWDA has not objected to the Settlement. The Court finds the PAGA Penalties to be reasonable.

23 II. ORDERS

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 1. The Adjunct Class is certified for the purposes of settlement only. The Adjunct Class is
26 hereby defined as follows:

27 All individuals who are currently and formerly employed by Defendant as adjunct faculty in
28 California at any time during the Adjunct Class Period.

The Adjunct Class Period is April 9, 2017 to February 23, 2022.

2. The Reimbursement Class is certified for the purposes of settlement only. The
Reimbursement Class is hereby defined as follows:

1 All current and former employees of Defendant other than Adjunct Class Members who worked
2 remotely for Defendant in California at any time during the Reimbursement Class Period.

3 The Reimbursement Class Period is March 23, 2020 to February 23, 2022.

4 3. All persons who meet the foregoing definitions are members of the Classes, except for
5 those individuals who filed a valid request for exclusion ("opt out") from the Classes: Dana Herkelrath,
6 Winona A. Christiansen-Kirk, Miguel Angel Gonzalez, Dominic Mumolo, Stephan Dube, Lawrence
7 Steven White, and Kari Susannah Dunham

8 4. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best
9 interest of the Classes.

10 5. Class Counsel are awarded attorneys' fees in the amount of \$247,500 and costs in the
11 amount of \$16,937.95 Class Counsel shall not seek or obtain any other compensation or reimbursement
12 from Defendant, Plaintiffs or members of the Classes.

13 6. The payment of the Class Representative Service Award in the amount of \$5,000.00 to
14 Plaintiff Larissa Marantz and \$2,500.00 to Plaintiff Morghan Gill is approved.

15 7. The payment of \$10,500.00 to the Settlement Administrator for their fees and expenses is
16 approved.

17 8. The PAGA Penalties of \$20,000 is approved to be distributed in accordance with the
18 Agreement.

19 9. The Agreement and this Settlement are not an admission by Defendant, nor is this Final
20 Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing
21 by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes).
22 Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein,
23 nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission
24 by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying
25 out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be
26 construed as, or deemed to be evidence of, an admission or concession with regard to the denials or
27 defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any
28 other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records
on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
release, or other theory of claim or issue preclusion or similar defense as to the claims being released by
the Settlement.

1 10. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by
2 Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order and Judgment
3 shall be posted on the Settlement Administrator's website as set forth in the Class Notice to the Class. It
4 shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual
5 Class Members.

6 11. If the Agreement does not become final and effective in accordance with the terms of the
7 Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith,
8 shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions
9 as of before entering into the Agreement, and expressly reserve their respective rights regarding the
10 prosecution and defense of this Action, including all available defenses and affirmative defenses, and
11 arguments that any claim in the Action could not be certified as a class action and/or managed as a
12 representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

13 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
14 Plaintiffs, and all members of the Classes, shall take nothing in the Action.

15 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
16 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested
17 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or
18 in connection with the distribution of settlement benefits.

19 3. The Parties are authorized, with approval from the Court, to agree to and to adopt such
20 amendments, modifications and expansions of the Agreement and all exhibits attached thereto which are
21 consistent with this Final Approval Order and Judgment and do not limit the rights of the Parties or Class
22 Members under the Agreement.

23 4. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the
24 Agreement and in this Final Approval Order and Judgment.

25 5. Upon full funding of the Gross Settlement Amount, each Adjunct Class Member who has
26 not validly opted out has released the "Adjunct Released Class Claims" against the Defendant and all of
27 the "Released Parties," and each Reimbursement Class Member who has not validly opted out has released
28 the "Reimbursement Released Class Claims" against the Defendant and all of the "Released Parties" as
set forth in the Agreement.

WNC
27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
in the Settlement Agreement.

1 (a) "Adjunct Released Class Claims" means any and all claims, whether known or
2 unknown, liquidated or unliquidated, that were alleged or could have been alleged based on the facts pled
3 in the operative Complaint, for any alleged violations by Defendant including without limitation
4 California Labor Code §§ 201-203, 226(a) and (e), 226.2, 226.7, 512, 1194, 1194.2, and 2802, Business
5 & Professions Code § 17200, *et seq.*, California Industrial Commission Wage Orders, and California Code
6 of Regulations Title 8 §§ 11040, 11000 *et seq.*, and all claims for attorneys' fees and costs and statutory
interest in connection therewith, which arose during the Adjunct Class Period.

7 (b) "Reimbursement Released Class Claims" means any and all claims, whether known
8 or unknown, liquidated or unliquidated, that were alleged or could have been alleged based on the facts
9 pled in the operative Complaint, for any alleged violations by Defendant including without limitation
10 California Labor Code § 2802, Business & Professions Code § 17200, *et seq.*, California Industrial
11 Commission Wage Orders, and California Code of Regulations Title 8 § 11040 and all claims for
12 attorneys' fees and costs and statutory interest in connection therewith, which arose during the
Reimbursement Class Period.

13 (c) "Released Parties" collectively mean: Defendant, and each of its parent
14 corporations, affiliates, subsidiaries (direct and indirect), divisions, predecessors, insurers, reinsurers,
15 successors, and assigns, and each of their current and former employees, attorneys, officers, directors,
16 trustees, and agents thereof, both individually and in their business capacities, and their employee benefit
17 plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs,
both individually and in their business capacities.

18 7. Upon full funding of the Gross Settlement Amount, the Defendant and all of the "Released
19 Parties" shall be entitled to a release of the "Adjunct Released PAGA Claims" from the State of California
20 and each Adjunct Aggrieved Employee, and a release of the "Reimbursement Released PAGA Claims"
21 from the State of California and each Reimbursement Aggrieved Employee as set forth in the Agreement.
22 The release of the "Adjunct Released PAGA Claims" shall be effective as to all Adjunct Aggrieved
23 Employees and the release of the "Reimbursement Released PAGA Claims" shall be effective as to all
24 Reimbursement Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request
for an exclusion from the Classes.

25 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below: *in*

26 (a) "Adjunct Released PAGA Claims" means any and all claims, whether known or
27 unknown, liquidated or unliquidated, that were asserted or could have been asserted on their behalf based
28 on the facts set forth in the operative pleading in the Action and/or notices submitted to the LWDA in

1 connection with the Action, to recover civil penalties pursuant to PAGA for any alleged violations by
2 Defendant including California Labor Code §§ 201-203, 226(a) and (e), 226.2, 226.7, 512, 1194, 1194.2
3 and 2802, Business & Professions Code § 17200, *et seq.*, California Industrial Commission Wage Orders,
4 and California Code of Regulations Title 8 §§ 11040, 11000 *et seq.*, and all claims for attorneys' fees and
5 costs and statutory interest in connection therewith, arising during the PAGA Period.

6 (b) "Reimbursement Released PAGA Claims" means any and all claims, whether
7 known or unknown, liquidated or unliquidated, that were asserted or could have been asserted on their
8 behalf based on the facts set forth in the operative pleading in the Action and/or notices submitted to the
9 LWDA in connection with the Action, to recover civil penalties pursuant to PAGA for any alleged
10 violations by Defendant including California Labor Code § 2802, and Business & Professions Code §
11 17200, *et seq.*, California Industrial Commission Wage Orders, and California Code of Regulations Title
12 8 § 11040 and all claims for attorneys' fees and costs and statutory interest in connection therewith, arising
13 during the PAGA Period.

14 (c) "Released Parties" collectively mean: Defendant, and each of its parent
15 corporations, affiliates, subsidiaries (direct and indirect), divisions, predecessors, insurers, reinsurers,
16 successors, and assigns, and each of their current and former employees, attorneys, officers, directors,
17 trustees, and agents thereof, both individually and in their business capacities, and their employee benefit
18 plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs,
19 both individually and in their business capacities.

20 9. Upon full funding of the Gross Settlement Amount, Plaintiffs will generally release all
21 claims as set forth in the Agreement.

22 10. If a settlement check remains uncashed by the expiration date, the funds from such
23 uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name
24 of the Participating Class Member/Aggrieved Employee.

25 ///

1 11. Pursuant to CCP § 384(b), Plaintiffs shall submit to the Court a final report on or before
2 December 1, 2023 setting forth the actual amounts paid to class members and other amounts disbursed
3 pursuant to the settlement. Upon receiving the report, the Court will determine whether further reports
4 and/or a hearing will be necessary.

5 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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7 Dated: 5-5-23

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10 HON. WILLIAM D. CLASTER
11 JUDGE, SUPERIOR COURT OF CALIFORNIA
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PROOF OF SERVICE

I am over the age of eighteen years, and not a party to the within action. My business address is 1201 Pacific Ave. Suite 600, Tacoma WA 98402. My email address is: acherniak@hammondlawpc.com. On today's date, I served the following document:

1. REVISED [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

By causing a true copy thereof to be sent to:

Leila Nourani

leila.nourani@jacksonlewis.com

Buck Haddix

Buck.haddix@jacksonlewis.com

JACKSON LEWIS P.C.

725 South Figueroa Street, Suite 2500

Los Angeles, California 90017-5408

BY ELECTRONIC SERVICE VIA ONE LEGAL FILE & SERVE: I caused the above-entitled document(s) to be served through One Legal File & Serve at www.onelegal.com addressed to the parties appearing on the electronic service list for the above-entitled case.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 24, 2023.



Ari Cherniak