

FILED
Superior Court of California
County of Los Angeles

08/25/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Carino Deputy

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

MICHAEL JAMES MCCRARY, an individual,
on behalf of himself, all aggrieved employees,
and the State of California as a Private
Attorneys General,

Plaintiff,

vs.

SCOOT EDUCATION, INC., a Delaware
corporation, and DOES 1-50, inclusive,

Defendant.

Case No. 22STCV29832

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

FINAL JUDGMENT

[PROPOSED] ORDER

The Court has received and considered the PAGA Settlement Agreement ("Settlement Agreement") entered into between Plaintiff MICHAEL JAMES MCCRARY, an individual, on behalf of the State of California as a private attorney general under the California Labor Code Private Attorneys General Act ("PAGA"), and the Defendant SCOOT EDUCATION, INC. Having received and considered the Stipulation and Agreement and the supporting papers filed, the Court grants approval of the PAGA Settlement and HEREBY ORDERS AND MAKES THE

1 FOLLOWING DETERMINATIONS:

2 1. The California Labor Workforce and Development Agency (“LWDA”) has been
3 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
4 (1)(4). In particular, on the date Plaintiff filed the stipulation seeking approval of the Settlement
5 with the Court, Plaintiff submitted to the LWDA a notice of the Settlement including a copy of the
6 Settlement Agreement. Plaintiff’s notice of the Settlement to the LWDA complied with the notice
7 requirements of PAGA.

8 2. The Court confirms approval of the Settlement as to the aggrieved employees.

9 3. The Court has jurisdiction over the subject matter of this litigation, over all aggrieved
10 employees, and over those persons undertaking affirmative obligations under the Settlement.

11 4. The Settlement is approved under Labor Code § 2699(1)(2).

12 5. The Court finds that each aggrieved employee, in accordance with the Settlement,
13 releases all Released Claims against the Released Parties.

14 6. The Gross Settlement Amount of \$1,400,000, and the methodology used to calculate
15 the Individual PAGA Payments in accordance with the Settlement is approved.

16 7. The Court approves the Enhancement Award to named Plaintiff in the amount of
17 \$10,000 as a representative service award for his services and in consideration of the execution of a
18 general release as to Defendant, in addition to any payment he may otherwise receive as an
19 aggrieved employee pursuant to the settlement.

20 8. The Court approves ILYM Group, Inc., to act as the Settlement Administrator. The
21 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance
22 with the terms of the Settlement Agreement, not to exceed \$12,350.

23 9. The Court approves Koul Law Firm as PAGA Counsel.

24 10. The Court awards PAGA Class Counsel attorneys’ fees in the amount of \$490,000.00
25 and actual litigation costs of \$9,627.91, both of which the Court finds to be fair and reasonable. The
26 Court authorizes the Settlement Administrator to make these payments, in accordance with the terms
27 of the Settlement Agreement.

28 11. The Court authorizes the Settlement Administrator to calculate and pay the

1 Individual Penalty Payments in accordance with the terms of the Settlement Agreement.

2 12. The Court finds that LWDA Payment of \$658,516.57 as its share of the settlement
3 of civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay
4 the LWDA Payment, in accordance with the terms of the Settlement Agreement.

5 13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
6 for 180 days after issuance. Funds remaining from any checks for Individual PAGA. Payments
7 uncashed after 180 days will be transmitted to the California State Controller with the identity of
8 the employee to whom the funds belong.

9 14. Upon completion of the Settlement, the Settlement Administrator will provide
10 written certification of the completion to the Court and counsel for the Parties which shall be filed
11 with the Court within 30 days after completion of the Settlement.

12 15. Nothing in this Order or the Settlement shall be construed as an admission or
13 concession by any party.

14 16. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of
15 the date of this Order.

16 **IT IS SO ORDERED:**

17
18 DATED: 08/25/2023



A handwritten signature in black ink, appearing to read "Timothy Patrick Dillon", is written over a horizontal line.

19 Timothy Patrick Dillon / Judge
20

21 Release for aggrieved employees is limited to PAGA claims.
22 Court retains jurisdiction to monitor and enforce the settlement.
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PROOF OF SERVICE

Case No. 22STCV29832

McCrary v. Scoot Education, Inc., et al.

I, NAZO KOULLOUKIAN declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On July 11, 2023, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT

_____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.

 X by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date.

_____ Via Case Anywhere.

_____ by causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.

on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

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

Executed on this July 11, 2023, in Los Angeles, California.



NAZO KOULLOUKIAN

PROOF OF SERVICE

Case No. 22STCV29832

McCrary v. Scoot Education, Inc., et al.

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