

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney S. Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff SUKHRAJ KAUR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

SUKHRAJ KAUR, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ACES 2020 I, LLC, a Delaware limited
liability company (fka Comprehensive
Educational Services, Inc.); ACES 2020,
LLC, a California limited liability company
(fka Comprehensive Educational Services,
Inc.); and DOES 1 through 50, inclusive,

Defendants.

Case No. MSC20-02482

[PROPOSED] JUDGMENT

Date: December 8, 2022
Time: 9:00 a.m.

Judge: Hon. Edward G. Weil
Dept.: 39

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class
2 Action Claims and Release of Claims ("Agreement") and for Class Counsel Award and Class
3 Representative Service Award duly came on for hearing on December 8, 2022, before the above-
4 entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as "all persons who are or previously were employed by
10 Defendant in California and who were classified as non-exempt employees during the Class
11 Period." The Class Period is defined as the period between April 6, 2016, to December 31, 2021.

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final
16 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
17 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
18 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
19 Motion for Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of
23 settlement benefits.

24 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
25 Member who has not validly opted out has released the "Released Class Claims" against the
26 Defendant and all of the "Released Parties" as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
28 The Released Class Claims are defined as any and all class claims alleged in the operative

1 complaint or that could have been alleged based on the facts in the operative complaint which
2 occurred during the Class Period, and expressly excluding all other claims, including claims for
3 vested benefits, wrongful termination, unemployment insurance, disability, social security,
4 workers' compensation, and class claims outside of the Class Period. The "Released Parties"
5 means Defendant (ACES 2020, LLC, a Delaware limited liability company (formerly known as
6 Comprehensive Educational Services, Inc., a California Corporation), known in California as
7 ACES 2020 I, LLC, doing business as ACES), ACES Conversion, LLC, ACES 2020 Holdings,
8 Inc., and all of their respective officers, directors, shareholders, employees, administrators,
9 fiduciaries, agents, and benefit plans.

10 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
11 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
12 "Aggrieved Employee" has released the Released Parties from the "Released PAGA Claims" for
13 the "PAGA Period" as set forth in the Agreement.

14 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
15 The Aggrieved Employees are defined as all persons who were employed by Defendant in
16 California and who were classified as non-exempt employees at any time during the PAGA
17 Period. The Released PAGA Claims are defined as all PAGA claims alleged in the operative
18 complaint and Plaintiff's PAGA notice to the LWDA or that could have been alleged based on the
19 facts in the operative complaint and/or PAGA notice which occurred during the PAGA Period,
20 and expressly excluding all other claims, including claims for vested benefits, wrongful
21 termination, unemployment insurance, disability, social security, workers' compensation, and
22 PAGA claims outside of the PAGA Period. The PAGA Period means the period of April 6, 2019
23 to December 31, 2021.

24 9. This Court hereby grants final approval and awards the following: (i) \$585,060.68
25 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Five
26 Hundred Seventy-One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents
27 (\$571,666.66) and actually incurred expenses in the amount of Thirteen Thousand, Three Hundred
28 Ninety-Four Dollars and Two Cents (\$13,394.02); (ii) the Class Representative Service Award to

1 Class Representative, Sukhraj Kaur, in the amount of Five Thousand Dollars and Zero Cents
2 (\$5,000.00) in exchange for a general release; (iii) settlement administration costs of Sixty
3 Thousand Dollars and Zero Cents (\$60,000.00) to ILYM Group, Inc. ("Settlement Administration
4 Cost"); and (iv) Sixty Thousand Dollars and Zero Cents (\$60,000.00) (75% of the PAGA
5 Settlement) to the Labor and Workforce Development Agency ("LWDA Payment").

6 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
7 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
8 California Labor Code section 2699(1)(3).

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

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13 DATED: _____, 2022

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16 Hon. Edward G. Weil
17 Judge, Superior Court for the State of California,
18 County of Contra Costa
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