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16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SAN BERNARDINO**

19 CAROLYN SCHMIDT-GUNTNER, as
20 an individual and on behalf of all others
21 similarly situated.

22 Plaintiff.

23 vs.

24 THE HIGH DESERT 'PARTNERSHIP
25 IN ACADEMIC EXCELLENCE'
26 FOUNDATION, INCORPORATED, a
27 California nonprofit corporation; and
28 DOES 1 through 50, inclusive.

Defendants.

Case No.: CIVSB2213906

[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]

**[PROPOSED] ORDER APPROVING
SETTLEMENT AND JUDGMENT THEREON**

Date: August 31, 2023
Time: 9:00 a.m.
Dept: S-26

Complaint Filed: July 6, 2022
Trial Date: None

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 04 2023

BY


JESSICA MORALES, DEPUTY

File by Fax

1 The motion of Plaintiff Carolyn Schmidt-Gunthner for an order approving the settlement
2 of the above-captioned action and entering judgment thereon ("Motion") having come before the
3 Court, and the Court being duly apprised of the premises, good cause appearing.

4 IT IS HEREBY ORDERED that the Motion shall be and is granted and the settlement of
5 this action is hereby approved.

6 IT IS FURTHER ORDERED as follows:

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
8 shall have the same meaning as given in the PAGA Settlement Agreement ("Settlement" or
9 "Settlement Agreement") attached as Exhibit 2 to the Declaration of Kristen M. Agnew filed in
10 support of the Motion:

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

17 3. The Court confirms approval of the Settlement as to the following group of
18 individuals, collectively referred to as the "Aggrieved Employees": all current and former
19 California employees of Defendant who were paid wages by Defendant any time during the
20 PAGA Period (July 6, 2021, to June 30, 2022).

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

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

26 6. The Court finds that each Aggrieved Employee, in accordance with the
27 Settlement, releases the following "PAGA Released Claims" against the Released Parties:

28 all claims for penalties under PAGA, including costs and attorneys' fees related thereto, predicated on the violation of Labor Code section 204 arising from or reasonably related to the facts alleged in the Complaint and PAGA Notice that accrued during the PAGA

1 Period.

2 The Agreement neither releases the Released Parties from liability, if any, to Aggrieved Employees
3 for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by
4 Aggrieved Employees against the Released Parties for any individual wage and hour claims.

5 7. The Court approves the Total Settlement Amount of \$97,500.00. The Court
6 further finds that the Total Settlement Amount, Net Settlement Amount, and the methodology
7 used to calculate and pay each individual Settlement Share, in accordance with the Settlement,
8 are fair and reasonable.

9 8. Phoenix Settlement Administrators is approved to serve as the Settlement
10 Administrator.

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

13 10. The Court awards the Settlement Administrator in this Action its fees and costs in
14 the amount of \$3,250.00, in accordance with the terms of the Settlement Agreement.

15 11. The Court awards Plaintiff a Release Payment in the amount of \$7,000. In
16 exchange, Plaintiff has agreed to a general release of all claims that she might have against
17 Defendant, including a Civil Code section 1542 release.

18 12. The Court awards to Plaintiff's counsel in this Action its fees of \$32,500.00 and
19 actual costs of \$2,728.62, in accordance with the terms of the Settlement Agreement.

20 13. The Court approves the Net Settlement Amount of \$52,021.38. Seventy-five
21 percent (75%) of the Net Settlement Amount will be paid to the State of California Labor and
22 Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five percent
23 (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees in
24 accordance with the terms of the Settlement.

25 14. Checks for individual Settlement Shares sent to Aggrieved Employees shall be
26 valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
27 individual Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to
28 the *cypres* recipient Millionaire Minds, a 501(c)(3) non-profit organization.

15. The Court retains exclusive and continuing jurisdiction over this Action for

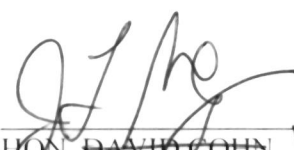
1 purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment
2 and Order, as well as the settlement.

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

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

8 IT IS SO ORDERED, ADJUDGED AND DECREED.

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10 Dated: 10/4/23

11 
12 HON. DAVID COHN Jessica Morgan
13 SUPERIOR COURT OF CALIFORNIA
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