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

10 **HELENA VISSING**, individually and on behalf
11 of all others similarly situated,

12 Plaintiff,

13 vs.

14 **COALITION FOR THE COMMON GOOD**,
15 an Ohio Non-profit Corporation,

16 Defendant.
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Case No.: 23STCV07770

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT PURSUANT TO
LABOR CODE § 2699(I)**

Date: March 21, 2025

Time: 9:00 a.m.

Dept.: N

Judge: Hon. Lisa K. Sepe-Wiesenfeld

1 WHEREAS, the Court has received and reviewed Plaintiff's Motion for Approval of Private
2 Attorney General Act (Labor Code §§ 2698 *et seq.*) Settlement Agreement, and has considered the terms
3 of the proposed settlement set forth therein;

4 IT IS HEREBY ORDERED AS FOLLOWS:

5 1. The Court has jurisdiction over the subject matter of this action pursuant to California
6 Labor Code § 2699(*l*), whereby a Superior Court is required to review and approve any penalties sought
7 as part of a proposed settlement pursuant to PAGA.

8 2. The Settlement between the Parties warrants approval pursuant to California Labor Code
9 § 2699 and is fair, adequate and reasonable.

10 3. Capitalized terms herein shall have the same meaning as in the Parties' Settlement
11 Agreement attached as **Exhibit 1** to the Declaration of Julian Hammond In Support of Plaintiff's Motion
12 for Approval of PAGA Settlement.

13 4. The Court hereby approves the Settlement and finds that the payment of the Gross
14 Settlement Amount of \$250,000 in settlement of the claims for PAGA penalties, attorneys' fees, and costs
15 is fair, adequate, and reasonable. The Court finds that the PAGA settlement has been reached as a result
16 of informed and non-collusive arm's-length negotiations. The Court also finds that settlement now will
17 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
18 to continue to litigate the case. The Court has reviewed the penalties being provided as part of the PAGA
19 settlement and recognizes the significant value accorded to the Aggrieved Employees and to the State of
20 California.

21 5. The Settlement is not an admission by Defendant or by any other party, nor is this Order a
22 finding of the validity of any allegations or of wrongdoing by Defendant or any other party. Neither this
23 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
24 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
25 concession, or liability whatsoever by or against Defendant.

26 6. The Parties are directed to consummate the Settlement in accordance with its terms.

27 7. The Court approves the appointment of Simpluris, Inc. as Administrator in this matter and
28 settlement administration costs not to exceed \$5,000 to be paid from the Gross Settlement Amount.

8. Defendant shall, within 7 days of the Effective Date approving the Settlement, provide the
Aggrieved Employee Data to the Settlement Administrator.

9. Defendant shall fund the GSA within 30 days of the Effective Date.

1 10. The Settlement Administrator is directed to, within 60 calendar days after Defendant funds
2 the GSA, distribute to each Aggrieved Employee his or her Individual Settlement Payment by mailing via
3 U.S. First-Class mail a check for the allocated Individual Settlement Payment amount, along with the
4 Notice of PAGA Settlement, and any necessary tax reporting forms, to their last known address. At the
5 same time, the Settlement Administrator is directed to distribute the LWDA PAGA Payment, the
6 Settlement Administrator Expenses, the Individual Settlement Payment, and PAGA Counsel Fees and
Expenses.

7 11. The deadline to cash settlement checks is 180 days after the mailing date. Funds remaining
8 from any uncashed Individual PAGA Payment checks will be sent to Bet Tzedek, as the *cy pres*.

9 12. The Court approves payment of \$2,624.41 in litigation costs to Plaintiff's Counsel,
10 HammondLaw, P.C., to be paid from the Gross Settlement Amount.

11 13. The Court approves payment of \$100,000 in attorneys' fees to Plaintiff's Counsel,
12 HammondLaw, P.C., to be paid from the Gross Settlement Amount. The Court finds that Plaintiff's
Counsel's hourly rates are reasonable in the context of complex group litigation.

13 14. The Court approves payment of \$7,500 as the Individual Settlement Payment to the
14 Plaintiff, as set forth in the Settlement Agreement.

15 15. The Court orders, adjudges, and decrees that, upon the Funding Date, Plaintiff, on behalf
16 of herself, the State of California, and all Aggrieved Employees, releases the Released Parties from all
17 claims for civil penalties under PAGA that arose during the PAGA Period based on the same facts and/or
18 claims alleged in the Complaint and all of Plaintiff's letters to the LWDA as to all Aggrieved Employees,
19 including but not limited to claims under California Labor Code section 2802 or claims that were pled or
20 that could have been pled based on the facts asserted in the Complaint or PAGA Letters alleged as to all
21 Aggrieved Employees. The period of the release shall extend to the limits of the PAGA Period. The res
judicata effect of the judgment will be same as that of the release.

22 16. The Court further orders, adjudges, and decrees that, upon the Funding Date, Plaintiff, on
23 behalf of herself, the State of California, and all Aggrieved Employees who worked in the position of
24 Adjunct Professor at any time during the PAGA Period, releases the Released Parties from all claims for
25 civil penalties under PAGA arising during the PAGA Period from the same facts and/or claims alleged in
26 the Complaint and the PAGA Letters, including but not limited to claims under California Labor Code
27 sections 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 515(a), 1194, 2699, and 2802, as well as
28 Industrial Wage Order No. 4-2001, claims for unpaid wages, failure to provide breaks or premiums, failure
to timely pay wages during employment or at the time of termination, failure to provide compliant

1 itemized wage statements, or claims that were pled or that could have been pled based on the facts alleged
2 in the Complaint or PAGA Letters on behalf of Aggrieved Employees who worked in the position of
3 Adjunct Professor. The period of the release shall extend to the limits of the PAGA Period. The res judicata
effect of the judgment will be same as that of the release.

4 17. The Court further orders, adjudges, and decrees that, in addition to the above releases, the
5 Plaintiff, in exchange for the Individual Settlement Payment, shall have, finally and forever released all
6 Individually Released Claims.

7 18. Released PAGA Claims do not include any individual non-PAGA claims Aggrieved
8 Employees may have.

9 IT IS SO ORDERED. Dated this ____ day of _____, 2025.

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11 BY THE COURT:

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13 _____
14 Hon. Lisa K. Sepe-Wiesenfeld
15 JUDGE OF THE SUPERIOR COURT
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