

FILED
Superior Court of California
County of Los Angeles

12/16/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. Ennis Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DENICE JOY WIEGAND, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

UNIVERSITY OF LA VERNE; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 23STCV06230

Assigned for All Purposes to:

Hon. Elihu M. Berle

Department 6

**SECOND AMENDED [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
ENTERING JUDGMENT**

1 This matter came on for hearing on May 2, 2025, at 9:00 a.m., in Department 6 of the
2 above-captioned Court on the unopposed Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed January 10, 2025 and the First Amended Class Action and PAGA Settlement
5 ("Settlement"), a copy of which was filed in conjunction with Plaintiff's Motion for Preliminary
6 Approval of Class Action and PAGA Settlement.

7 Having received and considered the Settlement, the supporting papers filed by the Parties,
8 and the evidence and argument received by the Court in conjunction with the unopposed Motion
9 for Preliminary Approval of Class Action and PAGA Settlement and the instant Motion for Final
10 Approval, the Court grants final approval of the Settlement and HEREBY ORDERS AND
11 MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Class Notice was sent to
13 each Settlement Class Member by first-class mail. These papers informed the Class of the terms
14 of the Settlement, their right to receive an Individual Settlement Payment, their right (a) to
15 comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue
16 their own remedies, and (c) of their right to appear in person or by counsel at the final approval
17 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were
18 provided by each of these procedures. No member of the Class has filed a written objection to
19 the proposed Settlement as part of this notice process or stated an intention to appear at the final
20 approval hearing. One Member of the Class, Janis Dietz, requested to be excluded from the
21 Settlement.

22 2. The Court finds and determines that this notice procedure afforded adequate
23 protections to Settlement Class Members and provides the basis for the Court to make an informed
24 decision regarding approval of the Settlement based on the responses of the Settlement Class
25 Members. The Court finds and determines that the notice provided in this case was the best notice
26 practicable, which satisfied the requirements of law and due process.

27 3. With respect to the Settlement Class and for purposes of approving this Settlement
28 only, this Court finds and concludes that: (a) the members of the Settlement Class are

ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the Action; (c) the claims of Class Representative, Denice Joy Wiegand are typical of the claims of the Settlement Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in her individual and representative capacity for the Class.

4. The Court has certified a Class, as that term is defined in and by the terms of the Settlement as all persons who worked for Defendant University of La Verne (“Defendant”) in California as an hourly-paid, non-exempt employee during the Class Period of September 24, 2019 through October 15, 2024, excluding workweeks covered by the settlement and release in the matter of *Stupar v. University of La Verne*, Superior Court of California for the County of Los Angeles, Case No. 19STCV33363, and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

5. The Court approves the definition of Aggrieved Employees as all persons who worked for Defendant in California as an hourly-paid, non-exempt employee during the PAGA Period of March 21, 2022 through October 15, 2024.

6. The Court approves the following release for all Participating Class Members, so that the terms of the Settlement and this Court’s Order and Judgment shall be forever binding on all Participating Class Members to the full extent permitted by law, and all Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, employees, agents, trustees, and representatives (“Released Parties”) from (i) all claims that were alleged, or reasonably could

1 have been alleged, based on the Class Period facts stated in the Operative Complaint, including
2 claims for (1) Failure to Pay Minimum Wages, (2) Failure to Pay overtime Wages, (3) Failure to
3 Provide Meal Periods, (4) Failure to Provide Rest Breaks, (5) Failure to Reimburse Business
4 Expenses, (6) Failure to Provide Accurate Itemized Wages Statements, (7) Failure to Pay Wages
5 Timely During Employment, (8) Failure to Pay All Wages Due Upon Separation of Employment,
6 and (9) Violation of Business and Professions Code section 17200 *et seq.* Except as set forth
7 herein, Participating Class Members do not release any other claims, including claims for vested
8 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
9 unemployment insurance, disability, social security, workers' compensation or claims based on
10 facts occurring outside the Class Period.

11 7. The Court approves the following release for all Aggrieved Employees, so
12 that the terms of the Settlement and this Court's Order and Judgment shall be forever binding on
13 all Aggrieved Employees to the fullest extent permitted by law, and all Participating and Non-
14 Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of
15 themselves and their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties
17 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated
18 in the Operative Complaint, and the PAGA Notice including claims for Enforcement of Labor
19 Code section 2698, *et seq.*

20 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

21 6. The Court hereby confirms Plaintiff Denice Joy Wiegand as the Class
22 Representative in this Action.

23 7. The Court finds and determines that the terms set forth in the Settlement are fair,
24 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms,
25 having found that the Settlement was reached as a result of informed and non-collusive arm's-
26 length negotiations facilitated by a neutral mediator. The Court further finds that the Parties
27 conducted extensive investigation, research, and discovery and that their attorneys were able to
28 reasonably evaluate their respective positions. The Court also finds that the Settlement will enable

1 the Parties to avoid additional and potentially substantial litigation costs, delay and risks if the
2 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
3 provided as part of the Settlement and recognizes the significant value accorded to the Class.

4 8. The Court further finds and determines that the terms of the Settlement are fair,
5 reasonable and adequate to the Class and to each Settlement Class Member and that the Settlement
6 is ordered finally approved, and that all terms and provisions of the Settlement should be and
7 hereby are ordered to be consummated.

8 9. The Court hereby approves the Gross Settlement Amount of \$2,225,000.00.

9 10. The Court finds and determines that the Individual Settlement Payments to be paid
10 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
11 Court hereby gives final approval to and orders the payment of those amounts be made to the
12 Participating Class Members in accordance with the Agreement.

13 11. The Court finds and determines that a payment of \$50,000.00 for PAGA Penalties,
14 from which 25% (\$12,500.00) shall be distributed to the Aggrieved Employees and 75%
15 (\$37,500.00) shall be paid to the California Labor and Workforce Development Agency is fair,
16 reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment
17 of that amount be paid in accordance with the Settlement.

18 12. The Court finds and determines that the fees and expenses in administrating the
19 Settlement incurred by Phoenix Settlement Administrators in the amount of \$18,000.00, are fair
20 and reasonable. The Court hereby gives final approval to and orders the payment of that amount
21 in accordance with the Settlement.

22 13. The Court finds and determines the Class Representative Service Payment of
23 \$10,000.00 to Plaintiff Denice Joy Wiegand is fair and reasonable. The Court hereby orders
24 the Administrator to make this payment to the Plaintiff/Class Representative in accordance with
25 the terms of the Settlement.

26 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
27 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
28 in the sum of \$741,666.67 and litigation costs of \$22,566.96. The Court finds such amounts to

1 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
2 payments in accordance with the terms of the Settlement.

3 15. Without affecting the finality of this order or the entry of judgment in any way,
4 the Court retains jurisdiction of all matters relating to the interpretation, administration,
5 implementation, effectuation, and enforcement of this order and the Settlement.

6 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
7 under the Settlement or under this order, including the requirement that Defendant make
8 payment to the Participating Class Members in accordance with the Settlement.

9 19. An Order to Show Cause re: Compliance with the Terms of the Settlement is set
10 for September 29, 2026 at 8:30 a.m. The Parties are ordered to file a joint report on or before
11 September 21, 2026 including a declaration from the Settlement Administrator regarding the
12 status of the disbursement of the Settlement funds.

13 20. The Court hereby enters final judgment in accordance with the terms of the
14 Settlement, the Order Granting Preliminary Approval of Class Action Settlement and this Order.



Elihu M. Berle

15
16 DATED: 12/16/2025, ~~2025~~

Elihu M. Berle / Judge

Honorable Elihu M. Berle
JUDGE OF THE SUPERIOR COURT