

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

QUENTECE BOONE, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CEC EMPLOYEE GROUP, LLC, a
Delaware Limited Liability Company;
CODING DOJO, INC.; PERDOCEO
EDUCATION CORPORATION; and
DOES 1 through 100,

Defendants.

CASE NO. 23STCV10680

*[Case assigned for all purposes to the Hon.
Timothy Patrick Dillon, Dept. 15]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, AND CLASS REPRESENTATIVE
SERVICE AWARD**

Date: May 6, 2026
Time: 10:00 a.m.
Dept.: 15

Action Filed: May 11, 2023
Trial Date: None Set

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiff Quentece Boone (“Plaintiff”) for Final Approval of Class Action
3 and PAGA Settlement, Attorneys’ Fees and Costs, and Class Representative Service Award
4 (“Final Approval Motion”) came on regularly for hearing before this Court on May 6, 2026, at
5 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s Order Granting
6 Preliminary Approval of Class Action and PAGA Settlement entered on January 15, 2026. Having
7 considered the parties’ Amended Class Action and PAGA Settlement Agreement (“Settlement
8 Agreement” or “Settlement”), the Final Approval Motion, and the documents and evidence
9 presented in support thereof, and recognizing the sharply disputed factual and legal issues
10 involved in this case, the risks of further prosecution, and the substantial benefits to be received
11 by the Settlement Classes and PAGA Aggrieved Employees pursuant to the Settlement, the Court
12 finds that the Settlement is fair, reasonable, and adequate, and is the product of good-faith, arm’s-
13 length negotiations between the Parties. Good cause appearing therefor, the Court hereby
14 GRANTS Plaintiff’s Final Approval Motion and ORDERS as follows:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement
16 and this Order and Judgment.

17 2. The conditional certification of the Settlement Classes for settlement purposes
18 only is hereby made final, and the Court finally certifies, for settlement purposes only, the
19 following Settlement Classes:

20 CEC Class: all individuals who are or previously were employed by
21 Defendants CEC Employee Group, LLC who worked in California as non-
22 exempt employees during the time period of March 2, 2020, to June 3, 2024
(the “CEC Class Period”).

23 Coding Dojo Class: all non-exempt individuals who are or previously were
24 working for Coding Dojo in California as non-exempt employees during the
25 time period of May 11, 2019, to June 3, 2024 (the “Coding Dojo Class
26 Period”).

27 3. Plaintiff Quentece Boone is hereby confirmed as Class Representative for
28 settlement purposes. Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines
Law Group, APC are hereby confirmed as Class Counsel for settlement purposes.

4. On January 15, 2026, the Court preliminarily approved the Settlement. Thereafter,

1 on February 23, 2026, Apex Class Action LLC (“Apex”), the Court-appointed Settlement
2 Administrator, mailed the Court-approved Class Notice to all 200 Settlement Class Members.
3 Before mailing, Apex ran the mailing addresses through the National Change of Address
4 database. After the initial mailing, 12 notices were returned as undeliverable, Apex skip-traced
5 all 12 notices, successfully obtained updated addresses for 11, and promptly remailed those 11
6 notices. One notice was ultimately deemed undeliverable. The Court finds that the notice process
7 has been completed in conformity with the Settlement and the Court’s preliminary approval order.
8 The Court further finds that the Class Notice constituted the best notice practicable under the
9 circumstances, provided due and adequate notice of the proceedings and the matters set forth
10 therein, informed Settlement Class Members of their rights, and fully satisfied the requirements
11 of California Code of Civil Procedure § 382, California Rule of Court 3.769, and due process.

12 5. The Court finds that no Settlement Class Member objected to the Settlement, no
13 Class Member requested exclusion, and no Class Member disputed workweek or pay-period
14 information. There are 200 Participating Class Members out of 200 possible, which constitutes a
15 100% participation rate. The favorable reaction of the Settlement Classes supports final approval.

16 6. The Court hereby finally approves the Settlement, as set forth in the Settlement
17 Agreement, as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement
18 according to its terms.

19 7. For settlement purposes only, the Court finds that the Settlement Classes continue
20 to satisfy the requirements for certification under California Code of Civil Procedure § 382.
21 Specifically, the Settlement Classes are ascertainable and sufficiently numerous that joinder is
22 impracticable, there are predominant questions of law and fact common to the Settlement Classes,
23 Plaintiff’s claims are typical of the claims of the Settlement Classes, Plaintiff has fairly and
24 adequately represented the Settlement Classes, and Class Counsel have fairly and adequately
25 represented the Settlement Classes and are qualified to continue serving as Class Counsel.

26 8. The Court finds that the distribution methodology set forth in the Settlement
27 Agreement is fair, reasonable, and adequate. The Net Settlement Amount shall be distributed to
28 Participating Class Members on a pro rata basis according to the number of Workweeks worked

1 during the CEC Class Period and/or Coding Dojo Class Period. Twenty-five percent (25%) of the
2 Gross PAGA Payment, or \$10,000.00, shall be distributed to PAGA Aggrieved Employees on a
3 pro rata basis according to the number of PAGA Pay Periods worked during the PAGA Period,
4 which is defined as the period from May 11, 2022 through June 3, 2024. The Settlement
5 Administrator is ordered to calculate and distribute the Individual Class Payments and Individual
6 PAGA Payments in accordance with the terms of the Settlement Agreement.

7 9. Defendants shall fully fund the Gross Settlement Amount (“GSA”) of
8 \$540,000.00, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes,
9 by transmitting the funds to the Settlement Administrator no later than fourteen (14) calendar
10 days after the Effective Date.

11 10. The Court finds that a Class Representative Service Award of \$7,500.00 to
12 Plaintiff Quentece Boone is fair, reasonable, and adequate in light of her efforts on behalf of the
13 Settlement Classes, the risks she undertook, the time she devoted to this action, and her agreement
14 to provide a broader general release of claims, including a waiver under Civil Code § 1542. The
15 Settlement Administrator is ordered to issue that payment in accordance with the terms of the
16 Settlement Agreement.

17 11. The Court finds that attorneys’ fees in the amount of \$180,000.00 and litigation
18 costs in the amount of \$21,189.09 for Class Counsel are fair, reasonable, and adequate in light of
19 the common fund created by the Settlement, the work performed, the contingent nature of the
20 representation, and the results achieved. The Settlement Administrator is ordered to distribute
21 these payments to Class Counsel in accordance with the terms of the Settlement Agreement.

22 12. The Court finds that settlement administration costs in the amount of \$7,490.00
23 are fair, reasonable, and adequate in light of the work performed and to be performed by Apex
24 Class Action LLC in connection with the Settlement, and orders that the Settlement Administrator
25 be paid that amount in accordance with the terms of the Settlement Agreement.

26 13. The Court finds that the amount designated for civil penalties under the Private
27 Attorneys General Act of 2004 (“PAGA”), \$40,000.00, is fair, reasonable, and adequate. Seventy-
28 five percent (75%), or \$30,000.00, shall be paid to the California Labor and Workforce

1 Development Agency (“LWDA”), and twenty-five percent (25%), or \$10,000.00, shall be
2 distributed to PAGA Aggrieved Employees in accordance with the terms of the Settlement
3 Agreement.

4 14. The Court orders that Individual Class Payment and Individual PAGA Payment
5 checks shall remain valid and negotiable for one hundred eighty (180) calendar days after the date
6 of mailing. Any funds represented by checks not cashed within that 180-day period shall be
7 transmitted by the Settlement Administrator to Koinonia Family Services, the Parties’ agreed-
8 upon cy pres designee. The Settlement Administrator shall prepare a report regarding the
9 distribution plan pursuant to Code of Civil Procedure § 384, which Class Counsel shall present to
10 the Court along with a proposed amended judgment consistent with Code of Civil Procedure
11 § 384.

12 15. Effective on the date when Defendants fully fund the entire Gross Settlement
13 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments, Plaintiff, Class Members, and Class Counsel will release claims against (i) CEC
15 Employee Group LLC; (ii) Coding Dojo, Inc.; (iii) Perdoceo Education Corporation; (iv) the past
16 and present direct and indirect parents of (i)-(iii); (v) the respective past and present direct and
17 indirect subsidiaries and affiliates of any of the foregoing; (vi) the past and present shareholders,
18 directors, officers, agents, exempt employees, attorneys, insurers, members, partners, managers,
19 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans,
20 transferees, predecessors, successors and assigns of any of the foregoing; and (vii) any individual
21 or entity which could be jointly liable with any of the foregoing (the “Released Parties”) as
22 follows:

23 Release by Participating CEC Class Members: All Participating CEC Class Members, on
24 behalf of themselves and their respective former and present representatives, agents, attorneys,
25 heirs, administrators, successors, and assigns, release the Released Parties from any and all
26 federal and California state law wage-and-hour claims, rights, demands, liabilities, and/or causes
27 of action, that were asserted or could have been asserted based on the facts and claims alleged in,
28 or arising out of facts asserted in, the operative First Amended Complaint (including meal periods

1 and meal period premiums, rest periods and rest period premiums, wage statement penalties,
2 waiting time penalties, and violations of California's Unfair Competition law), that arose during
3 the CEC Class Period. Except as set forth in the PAGA Release, Participating Class Members do
4 not release any other claims, including claims for vested benefits, wrongful termination, violation
5 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
6 workers' compensation, or claims based on facts occurring outside the CEC Class Period. The
7 time period covered by this release will mirror the CEC Class Period.

8 Release by Participating Coding Dojo Class Members: All Participating Coding Dojo
9 Class Members, on behalf of themselves and their respective former and present representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
11 any and all federal and California state law wage-and-hour claims, rights, demands, liabilities,
12 and/or causes of action, that were asserted or could have been asserted based on the facts and
13 claims alleged in, or arising out of facts asserted in, the operative First Amended Complaint,
14 (including meal periods and meal period premiums, rest periods and rest period premiums, wage
15 statement penalties, waiting time penalties, and violations of California's Unfair Competition
16 law), that arose during the Coding Dojo Class Period. Except as set forth in the PAGA Release,
17 Participating Class Members do not release any other claims, including claims for vested benefits,
18 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
19 insurance, disability, social security, workers' compensation, or claims based on facts occurring
20 outside the Coding Dojo Class Period. The time period covered by this release will mirror the
21 Coding Dojo Class Period.

22 Release by PAGA Aggrieved Employees: All PAGA Aggrieved Employees (all current
23 and former non-exempt employees of Defendants in California who worked at any time between
24 May 11, 2022, and June 3, 2024) are deemed to release, on behalf of themselves and their
25 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
26 and assigns, the Released Parties from civil penalties resulting from claims, demands, rights,
27 liabilities and causes of action under the PAGA, premised on the facts, claims, causes of action
28 or legal theories pled in the operative First Amended Complaint (or Plaintiff's letter to the LWDA

1 dated May 11, 2023), or which could have been alleged based on the factual allegations therein,
2 that arose during the PAGA Period. The release in this paragraph does not include PAGA
3 Aggrieved Employees' underlying wage and hour claims. PAGA Aggrieved Employees who are
4 CEC Class Members and/or Coding Dojo Class Members may not opt out of PAGA Released
5 Claims. The time period covered by this release will mirror the PAGA Period.

6 16. This Order and Judgment is final and shall constitute the judgment in this action
7 pursuant to California Rule of Court 3.769(h). Without affecting the finality of this Order and
8 Judgment, the Court retains continuing jurisdiction over the Parties, the Action, and the
9 Settlement solely for purposes of enforcing the Settlement Agreement and/or this Order and
10 Judgment, addressing settlement administration matters, and addressing such post-judgment
11 matters as are permitted by law.

12 17. Plaintiff shall file a Final Disbursement Declaration on or before March 19, 2027.

13
14 Dated: _____, 2026

15 Honorable Timothy Patrick Dillon
16 Judge of the Superior Court
17
18
19
20
21
22
23
24
25
26
27
28