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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN DIEGO**

ELIZABETH ARCHER, on behalf of the State of  
California and other aggrieved persons,

*Plaintiff,*

v.

TRIAD EDUCATION, INC., a California  
corporation; SMITH CHASON COLLEGE, INC.,  
a corporation; SMITH CHASON SCHOOL OF  
NURSING, an unknown entity; and DOES 1  
through 10, inclusive,

*Defendants.*

Case No.: 37-2024-00011838-CU-OE-CTL

*Assigned for all purposes to:*  
*Hon. Wendy M. Behan*  
*Dept. C-66*

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION TO APPROVE  
PAGA SETTLEMENT**

APPROVAL HEARING:  
Date: November 14, 2025  
Time: 10:15 a.m.  
Dept.: C-66

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on November 14, 2025 at 10:15 a.m. in Department C-  
3 66 of the above-entitled Court, the Honorable Wendy M. Behan presiding. Based on the  
4 pleadings on record, all papers submitted in connection with Plaintiff's Notice of Motion and  
5 Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's  
6 Motion is GRANTED.

7 The Court approves the Private Attorneys General Act ("PAGA") Settlement Agreement  
8 ("Settlement") entered into by Plaintiff Elizabeth Archer ("Plaintiff") and Defendant Smith  
9 Chason College, Inc., dba Smith Chason College School of Nursing ("Defendant," and  
10 collectively with Plaintiff, the "Parties"), and hereby ORDERS as follows:

11 1. Defendant shall pay the Gross Settlement Amount of \$195,000.00 according to the  
12 terms of the Settlement.

13 2. The Net Settlement Amount means the Gross Settlement Amount minus the  
14 following: (a) \$65,000.00 allocated to Attorneys' Fees; (b) \$14,843.05 allocated to litigation costs;  
15 (c) \$4,750.00 allocated to Settlement Administrator Costs; and (d) \$10,000.00 allocated to Plaintiff  
16 as a Service Award.

17 (a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,  
18 PLC, of Attorneys' Fees in the amount of Sixty-Five Thousand Dollars and  
19 Zero Cents (\$65,000.00), to be paid from the Gross Settlement Amount.

20 (b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,  
21 PLC, of litigation costs in the amount of Fourteen-Thousand Eight-Hundred-  
22 Forty-Three Dollars and Five Cents (\$14,843.05), to be paid from the Gross  
23 Settlement Amount.

24 (c) The Court approves payment to the Settlement Administrator, Phoenix  
25 Settlement Administrators ("Phoenix"), for its reasonable costs and fees to  
26 administer the Settlement, not to exceed Four Thousand Seven-Hundred-  
27 Fifty Dollars and Zero Cents (\$4,750.00), to be paid from the Gross  
28 Settlement Amount.

(d) The Court approves Ten-Thousand Dollars and Zero Cents (\$10,000.00) to be paid to Plaintiff as a Service Payment for her efforts as a named plaintiff and representative for other PAGA Employees and the State of California, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor & Workforce Development Agency (“LWDA”) and 25% is allocated to the aggrieved employees.

4. The “PAGA Period” is defined as the period from September 20, 2022 to March 31, 2024.

5. The “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly-paid or non-exempt employee who worked for Defendant during the PAGA Period. The Aggrieved Employees are bound by the release outlined in Paragraph 5.2 of the Settlement Agreement.

6. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on the Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

7. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than 21 days after the Effective Date.

8. The Settlement Administrator will calculate each Individual PAGA Payment as follows: (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result in Part A by each Aggrieved Employee’s PAGA Period Pay Periods.

9. The Court directs the Parties and the Settlement Administrator to carry out the terms of the Settlement.

1           10. Under California Code of Civil Procedure section 664.6, the Court retains  
2 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's  
3 terms.

4           11. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)  
5 days of the entry of the Order.

6           12. The above-referenced action and all claims asserted by Plaintiff individually and in  
7 a representative capacity are hereby dismissed with prejudice.

8           13. Plaintiff shall give notice.

9 DATE:

\_\_\_\_\_  
Honorable Hon. Wendy M. Behan,  
San Diego County Superior Court Judge