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on behalf of herself, the State of California, and other
similarly situated aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

TYWANA LANETTE PAULK, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

STUDENT TRANSPORTATION OF
AMERICA, INC., a Delaware corporation;
MISSION SCHOOL TRANSPORTATION,
INC., a California corporation; SANTA
BARBARA TRANSPORTATION
CORPORATION, a California corporation;
CASCADE STUDENT, TRANSPORTATION,
an entity of unknown origin; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 23STCV28820

REPRESENTATIVE ACTION

Assigned for All Purposes To:
Hon. Timothy P. Dillon

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

Hearing Date: January 29, 2026
Time: 10:00 a.m.
Department: 15

On January 29, 2026, at 10:00 a.m. in Department 15, Plaintiff Tywana Lanette Paulk's ("Plaintiff") unopposed Motion for Approval of PAGA Settlement and Release ("Settlement Agreement") entered into by and between Plaintiff, on behalf of herself, the State of California, and all aggrieved employees (the "Aggrieved Employees"), and Defendant Student Transportation of America, Inc. ("Defendant"), came before the Court for hearing pursuant to the Private Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via her counsel ("PAGA Counsel") and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as all non-exempt employees who were employed in California by defendant Mission School Transportation, Inc. at any time from November 21, 2022, through July 7, 2025 (the "PAGA Period").

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$750,000.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

1 4. The Court hereby finds that Plaintiff's notice of the proposed settlement submitted
2 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
3 the notice requirements of California Labor Code § 2699.

4 5. Upon the date that Defendant fully funds the PAGA Gross Settlement Amount,
5 Plaintiff, the State of California, and each Aggrieved Employee shall, for the PAGA Period, fully
6 release and forever release and discharge Defendant, Mission School Transportation, Inc., Santa
7 Barbara Transportation Corporation, Cascade Student Transportation, and each of their past,
8 present and/or future, direct and/or indirect, owners, officers, directors, members, managers,
9 exempt employees, agents, representatives, attorneys, insurers, partners, administrators, parent
10 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers
11 (collectively, the "Releasees") from all of the Released PAGA Claims as defined in the Settlement
12 Agreement. The res judicata effect of the Court's final judgment after approval of the Settlement
13 Agreement will be the same as that of the release in this Paragraph. The period of the release in
14 this Paragraph shall extend to the limits of the PAGA Period.

15 Released PAGA Claims means all claims for PAGA civil penalties that are alleged in the
16 operative complaint in the Action, or could have been alleged by reason of, or in connection with,
17 any matter or fact set forth or referred to in the operative complaint in the Action, including but
18 not limited to all of the following claims for civil penalties under PAGA for: (a) failure to pay
19 minimum wages, (b) failure to compensate employees with all required overtime pay; (c) failure
20 to provide employees with meal periods; (d) failure to authorize and permit employees to take rest
21 periods; (e) failure to pay reporting time pay; (f) failure to provide accurate and complete wage
22 statements; (g) failure to pay final wages at termination of employment; (h) failure to timely pay
23 wages during employment; (i) failure to maintain payroll records ; (j) failure to pay split-shift
24 premiums; (k) failure to reimburse necessary business expenses.

25 6. Plaintiff, on her own behalf and on behalf of her descendants, dependents, heirs,
26 executors, administrators, agents, assigns, and successors (collectively, "Releasers"), hereby
27 covenants not to sue and fully and unconditionally forever releases and discharges the Releasees
28 from and against any and all claims, causes of action, judgments, liens, demands, damages,

obligations, suits, contracts, liabilities, losses, costs, penalties, and expenses, known and unknown, including, but not limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever (collectively, "Claims") that Releasors now have, have had, or may hereafter have against Defendant and/or the Releasees arising out of the Plaintiff's relationship with any Defendant, Mission School Transportation, Inc., Santa Barbara Transportation Corporation, Cascade Student Transportation, or any Releasee or the cessation of that relationship,

This General Release is intended to be interpreted as broadly as possible and to apply to any and all claims known and unknown available to Plaintiff in any forum. All such claims are forever barred, and by the Settlement Agreement. However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims that Plaintiff cannot, by statute, lawfully waive by the Settlement Agreement.

6. Neither the settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, Mission School Transportation, Inc., Santa Barbara Transportation Corporation, Cascade Student Transportation, or any Releasee, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendant, Mission School Transportation, Inc., Santa Barbara Transportation Corporation, Cascade Student Transportation, or any Releasee. The Settlement Agreement represents a compromise and settlement of highly disputed claims. Defendant denies all liability in the Action. Representative treatment of the Aggrieved Employees also is for settlement purposes only.

7. Pursuant to the terms of the Settlement, the Court approves Emil Davtyan, David Yeremian, Natalie Haritounian, Enoch Kim, and Matthew Carraher of D. Law, Inc., as PAGA Counsel for settlement purposes.

8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA Counsel in the total amount of **\$250,000.00**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to PAGA Counsel in the amount of **\$7,317.94**, to be paid out of the Gross Settlement Amount, as

1 final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

2 11. The Court appoints Phoenix Settlement Administrators ("Phoenix") to serve as the
3 Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
4 administration related payments in the amount of **\$6,250** to Phoenix as compensation for its fees
5 and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement
6 Amount.

7 12. Pursuant to the terms of the Settlement, the Court awards a General Release
8 Payment to Plaintiff in the amount of \$7,500, in exchange for Plaintiff's general release of claims
9 against all defendants and any Released Parties and for her service as the PAGA representative in
10 the Action.

11 12. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
12 approximately **\$486,432.06** shall be allocated as follows: 75% (**\$364,824.05**) will be paid to the
13 LWDA and the remaining 25% (**\$121,608.02**) will be paid to the Aggrieved Employees pursuant
14 to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

15 13. Defendant will not be required to pay any additional amounts in connection with
16 the Settlement other than those amounts specifically set forth in the Settlement Agreement and this
17 Order.

18 14. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
19 purposes of supervising the implementation, enforcement, construction, administration, and
20 interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to
21 California Code of Civil Procedure Section 664.6.

22 15. The Court hereby enters judgment of the entire Action, with prejudice, for the
23 reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order shall
24 have full equitable and collateral estoppel and res judicata effect and be final and binding upon
25 Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims.

26 16. This Judgment is intended to be a final disposition of the above-captioned action in
27 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
28 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

1 17. As the Judgment is consistent with the terms of the Settlement Agreement, the
2 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
3 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
4 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
5 waiver of the right to oppose such motions, writs or appeals. If another individual or entity who is
6 not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under the
7 Settlement Agreement will be suspended until such time as the appeal is finally resolved and the
8 Judgment becomes final.

9 **IT IS SO ORDERED.**

10
11 DATED: _____ 2026

Hon. Timothy P. Dillon
Judge of the Superior Court