

Electronically Received 06/26/2025 04:12 PM

Kane Moon (SBN 249834)  
Allen Feghali (SBN 301080)  
S. Phillip Song (SBN 326572)  
Stanley J. Park (SBN 334747)  
**MOON LAW GROUP, PC**  
725 S. Figueroa St., Suite 3100  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125  
kmoon@moonlawgroup.com  
afeghali@moonlawgroup.com  
psong@moonlawgroup.com  
spark@moonlawgroup.com  
Attorneys for Plaintiff Erashea Robinson

**FILED**  
Superior Court of California  
County of Los Angeles

08/08/2025

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

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

ERASHEA ROBINSON, individually, and on  
behalf of all others similarly situated;

Plaintiff,

v.

BEHAVIORAL LEARNING NETWORK,  
LLC, a limited liability company; and DOES 1  
through 10, inclusive;

Defendants.

Case No.: 23STCV31856

Hon. Laura A. Seigle, Dept. 17

**~~REVISED [PROPOSED]~~ ORDER AND  
JUDGMENT GRANTING APPROVAL  
OF PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698, *ET SEQ.*)  
SETTLEMENT AGREEMENT AND  
RELEASE OF CLAIMS**

[Notice of Motion and Motion for Approval  
of Private Attorneys General Act (Labor  
Code § 2698, et seq.) Settlement Agreement;  
Declaration of Kane Moon; and Declaration  
of Erashea Robinson filed concurrently  
herewith]

Hearing Date: August 8, 2025  
Hearing Time: 9:00 a.m.  
Hearing Place: Department 17

Complaint Filed: December 6, 2023  
FAC Filed: March 20, 2024  
Trial Date: None Set

1 This matter has come before the Honorable Laura A. Seigle in Department 17 of the Los  
2 Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012,  
3 Plaintiff Erashea Robinson's ("Plaintiff") Motion for Approval of Private Attorneys General Act  
4 (Labor Code § 2698, *et seq.*) Settlement Agreement and Release of Claims. This Court reviewed  
5 the papers submitted by Plaintiff in support of approval of the Parties' Private Attorneys General  
6 Act ("PAGA") Settlement Agreement and Release of Claims ("Settlement Agreement,"  
7 "Settlement," and "Agreement") pursuant to Labor Code section 2698, *et seq.* Based upon this  
8 review, and the findings below, the Court finds good cause to enter this Order and Judgment.

9 **FINDINGS:**

10 Unless otherwise specified, defined terms in this Order and Judgment have the same  
11 definition as the terms in the Settlement Agreement.

12 The Court has jurisdiction over the subject matter of this litigation brought by Plaintiff,  
13 individually and in his capacity as a private attorney general proxy or agent of the State, against  
14 Defendant Behavioral learning Network, LLC ("Defendant").

15 On December 16, 2023, Plaintiff provided written notice to the LWDA and Defendant.

16 On December 26, 2023, Plaintiff filed a Class Action Complaint against Defendant,  
17 alleging (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);  
18 (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to  
19 Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure to Authorize and Permit  
20 Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses  
21 (Cal. Lab. Code § 2802); (6) Failure to Time Pay Final Wages at Termination (Cal. Lab. Code §§  
22 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);  
23 and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

24 On March 20, 2024, Plaintiff filed a First Amended Class and Representative Action  
25 Complaint ("FAC"), adding a ninth cause of action for Civil Penalties Under PAGA.

1 On February 21, 2024, the Parties stipulated to strike the class claims, arbitrate Plaintiff's  
2 individual wage-and-hour claims and individual PAGA claims and stay any collective or  
3 representative PAGA claims pending arbitration.

4 On February 28, 2024, the Court signed an Order (1) instructing the Parties to submit  
5 Plaintiff's individual claims in the Action to arbitration; and (2) retaining jurisdiction pending  
6 the completion of arbitration.

7 On September 6, 2024, the Parties participated in a mediation with mediator Steve  
8 Rottman and reached the subject Agreement.

9 The Court finds the Settlement was entered in good faith and that the Parties have  
10 satisfied the standards and applicable requirements for approval of a settlement of the PAGA  
11 claim.

12 The Court finds, pursuant to Labor Code sections 2699(1)(2) and (1)(4), the LWDA was  
13 given timely notice of the Agreement. On June 25, 2025, Plaintiff submitted a Notice of  
14 Settlement to the LWDA, attached to which was a copy of the Agreement. Plaintiff's Notice of  
15 Settlement complied with the requirements of Labor Code section 2699(1)(2).

16 The Court, having reviewed the evidence and papers submitted, and considered any  
17 argument of counsel, hereby grants the motion and approves the terms of the settlement as set  
18 forth in the Settlement Agreement under Labor Code section 2699(1)(2) as fair, adequate, and  
19 reasonable.

20 **IT IS HEREBY ORDERED THAT:**

21 1. The "Aggrieved Employees" are defined as all persons who worked for  
22 Defendant in California as an hourly, non-exempt employee at any time during the applicable  
23 PAGA Release Period. The PAGA Release Period is defined as any time starting on and  
24 including December 16, 2022 through December 6, 2024.

25 2. The "Released Parties" means the Defendant, together with its present and former  
26 parents, subsidiaries, affiliated entities, commonly owned or controlled entities, its present and  
27 former owners, board members, officers, directors, trustees, shareholders, members, partners,  
28

employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for the Released Claims, as defined herein, could be assigned pursuant to Labor Code section 558.1, or on a joint-employer, alter-ego, or other vicarious liability theory.

3. Simpluris is hereby appointed as the “Settlement Administrator.”

4. Defendant shall pay the Gross Settlement Amount of \$125,000.00 in accordance with the Settlement Agreement.

5. The Court approves the requests for attorney’s fees to Moon Law Group, PC (“Plaintiff’s Counsel”) of up to \$41,666.67 (1/3 of the Gross Settlement Amount); litigation costs to Moon Law Group, PC in the amount of \$22,319.90; an Enhancement Award to Plaintiff of \$5,000.00; and the Settlement Administrator’s costs of up to \$6,550.00, all payable from the Gross Settlement Amount. The Court finds the amounts requested are fair and reasonable.

6. After deducting the above-mentioned payments, the balance of the settlement amount will be \$49,463.43 (“Net Settlement Amount”). Under the terms of the Settlement Agreement, seventy-five percent (75%) of the Net Settlement Amount (i.e., \$37,097.57) will be paid to the LWDA (“LWDA Net Settlement Amount”), and the remaining twenty-five percent (25%) of the Net Settlement Amount (i.e., \$12,365.86) will be paid to the Aggrieved Employees (“Employee Net Settlement Amount”) using the formula set forth in the Settlement Agreement.

7. The Court authorizes the Settlement Administrator to calculate and pay the Employee Net Settlement Amount in accordance with the terms set forth in the Settlement Agreement.

8. No later than twenty-eight (28) calendar days after the Effective Date (defined in the Agreement), Defendant shall provide a list of Aggrieved Employees to the Settlement Administrator.

9. No later than forty-five (45) calendar days after the Effective Date (defined in the Agreement), Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator.

1           10. No later than sixty (60) calendar days after the Effective Date (defined in the  
2 Agreement), the Settlement Administrator will issue the payments required by section 5 of the  
3 Settlement Agreement.

4           11. Employee Settlement Share checks will remain valid for one hundred and eighty  
5 (180) days. Thereafter, those checks will be cancelled, and all unclaimed funds shall be  
6 transmitted to the California State Controller to be held in the name of the Aggrieved Employee  
7 in the unclaimed property fund.

8           12. Employee Settlement Shares will be paid in the form of a check delivered to each  
9 Aggrieved Employee at the last known address on file with Defendant. Upon receipt of the  
10 Aggrieved Employees List, the Settlement Administrator shall run all addresses of the Aggrieved  
11 Employees through the United States Postal Service NCOA database to obtain current addresses.

12           13. Upon entry of the Approval Order by the Court approving payment of the PAGA  
13 penalties as described in the Settlement Agreement, Plaintiff and the State of California shall be  
14 deemed to have fully, finally, and forever released, relinquished, and discharged each and all of  
15 the Released Parties from any and all Released Claims, demands, rights, liabilities, or causes of  
16 action for penalties under PAGA that accrued during the PAGA Release Period including, but  
17 not limited to, all PAGA claims alleged in the operative Complaints or LWDA Notice, or which  
18 could have been alleged based on the facts, allegations, and legal theories raised in the operative  
19 Complaints or LWDA Notice, and which arose during PAGA Release Period, as applicable to  
20 the specific PAGA claim. "Released Claims" shall mean any and all claims for civil penalties or  
21 causes of action arising under or assertable under PAGA regarding unpaid wages, including but  
22 not limited to failure to pay minimum wages, straight time wages, overtime compensation,  
23 double time compensation, and interest; failure to timely pay regular and final wages; failure to  
24 provide compliant meal, rest, or recovery periods; failure to pay premiums at all or at the correct  
25 rate for any violation of meal, rest, or recovery period obligations; invalid meal period waivers or  
26 on-duty meal period agreements; payment for all hours worked; reimbursement of business  
27 expenses; wage statements and paystubs, including wage statements and paystubs furnished or  
28

1 available in physical, electronic, or other forms; failure to keep accurate records; unfair business  
2 practices related thereto; and any and all related penalties, including recordkeeping penalties,  
3 wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or  
4 civil penalties associated with any of the foregoing.

5 14. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain  
6 continuing jurisdiction over this matter and the Parties to the fullest extent necessary to enforce  
7 and effectuate the terms and intent of the Settlement Agreement.

8 15. Nothing in this Order and Judgment or Settlement Agreement shall be construed  
9 as evidence of an admission or concession by any of the Parties. This Order and Judgment and  
10 the Settlement Agreement simply represent a compromise of significantly disputed allegations.

11 16. Within fifteen (15) calendar days of entry of this Order and Judgment, Plaintiff  
12 shall provide a copy of this Order and Judgment to the LWDA, pursuant to Labor Code section  
13 2699(l)(3) and (l)(4).

Non-Appearance Case Review for Sept. 2, 2026 at 8:30 a.m.

14 17. The Court sets a ~~compliance hearing for~~ compliance hearing for Sept. 2, 2026 in Department  
15 17. At least five (5) court days before this date, Plaintiff shall file a compliance status report with  
16 a Declaration from the Administrator. Pursuant to Code of Civil Procedure section 384, the  
17 compliance status report and Declaration shall specify the total amount paid to Aggrieved  
18 Employees and the residual of the unclaimed settlement funds that will be transmitted to the  
19 California State Controller's unclaimed property fund as defined in the Settlement Agreement.

20 18. Upon the Court's approval of the Settlement Agreement, payment of all sums  
21 required by the Settlement Agreement, and following the compliance hearing, Plaintiff shall file  
22 a request for dismissal of this matter in its entirety as to Defendant with prejudice.

23  
24 **IT IS SO ORDERED.**

25  
26 Dated: 08/08/2025



*Laura Seigle*  
HONORABLE LAURA A. SEIGLE  
JUDGE OF THE SUPERIOR COURT  
Laura A. Seigle / Judge