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and the Settlement Class

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

AILEEN TANG, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

JUNI LEARNING, INC., a Delaware
Corporation; and DOES 1 through 100,
inclusive

Defendants.

FILED
Superior Court of California
County of Los Angeles
08/06/2025
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case No. 24STCV04603

CLASS ACTION

Assigned to: Hon. Samantha P. Jessner

**[AMENDED ~~PROPOSED~~] ORDER RE:
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA ACTION
SETTLEMENT AND FOR CLASS
COUNSEL FEES, COST
REIMBURSEMENT, SERVICE
PAYMENT, ADMINISTRATION COSTS;
AND ENTERING OF JUDGMENT**

Date: August 5, 2025
Time: 10:00 a.m.
Dept.: 7

Complaint Filed: February 23, 2024
FAC Filed: May 13, 2024

PROPOSED ORDER:

Plaintiff Aileen Tang's ("Plaintiff") Motion for Final Approval of Class Action and Private Attorneys General Act ("PAGA") Action Settlement and for Class Counsel Fees, Cost Reimbursement, Service Payments, Administration Costs ("Motion for Final Approval") came on for hearing before this court, the Honorable Samantha P. Jessner presiding, on August 5, 2025, at 10:00 a.m. Defendant Juni Learning, Inc. ("Defendant") did not oppose the Motion.

Having received and considered the Class Action and PAGA Settlement Agreement and Settlement Notice (the "Settlement" or "Settlement Agreement"), the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and the instant Motion for Final Approval, the Court grants final approval of the Settlement and rules as follows:

1. Pursuant to the Preliminary Approval Order, the "Court Approved Notice of Class Action and PAGA Action Settlement and Hearing Date for Final Court Approval" ("Settlement Notice") was mailed to all members of the Class by first-class U.S. mail. The Settlement Notice informed the Class of the terms of the Settlement, of their right to receive their proportional Settlement Payment, of their right to request exclusion from the Class and the Settlement, of their right to comment upon or object to the Settlement and to appear in person or by counsel at the final approval hearing and of the date set for the Final Approval hearing. Adequate periods of time were provided by each of these procedures. Zero Settlement Notices were undeliverable.

2. In response to the Settlement Notice, Zero Class Member(s) filed written objections to the Settlement or stated an intention to appear at the final approval hearing and Zero Class Member(s) requested to be excluded from the Settlement.

3. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the Class Members' response. The Court finds and determines that the Settlement Notice provided in the Action was the best notice practicable, which satisfied the requirements of law and due process.

4. The Court further finds and determines that the terms of the Settlement are fair,

1 reasonable and adequate to the Class and to each Participating Class Member and that the
2 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
3 be and hereby are ordered to be consummated.

4 5. The Court has certified a Class defined as: all persons currently or formerly
5 employed by Defendant, in the state of California, as non-exempt, hourly-paid, employees, who
6 provided online teaching/instruction services during the period of February 23, 2020 through
7 January 2, 2025 (“Class”), and the Court deems this definition sufficient for purposes of California
8 Rule of Court 3.765(a).

9 6. The Court hereby approves the terms set forth in the Settlement and finds that the
10 Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the
11 Settlement according to its terms. The Court finds that the Settlement was reached as a result of
12 informed and non-collusive arm’s-length negotiations facilitated by a neutral mediator. The Court
13 further finds that the Parties conducted extensive investigation, research, and discovery and that
14 their attorneys were able to reasonably evaluate their respective positions. The Court also finds that
15 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as
16 well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed
17 the monetary recovery provided as part of the Settlement and recognizes the significant value
18 accorded to the Class.

19 7. The Court hereby confirms David P. Myers, Jason Hatcher, and Andriana N. Bravo
20 of The Myers Law Group, A.P.C. as Class Counsel.

21 8. The Court hereby confirms Plaintiff Aileen Tang as the Class Representative in this
22 Action.

23 9. The Court finds and determines that the individual settlement payments provided
24 for by the terms of the Settlement to be paid to the Participating Class Members are fair and
25 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
26 made to the Participating Class Members in accordance with the terms of the Settlement.

27 10. The Court finds and determines that payment to the California Labor and
28 Workforce Development Agency of \$7,500.00 as its share of the settlement of civil penalties in this

case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of that amount be paid in accordance with the Settlement.

11. The Court finds and determines that payment to the PAGA Employees of \$2,500.00 in settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders the payment of that amount to be paid in accordance with the Settlement.

12. The Court finds and determines the Class Representative Service Payment in the sum of \$7,500.00 to Plaintiff Aileen Tang is fair and reasonable. The Court hereby orders the Administrator to make this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement.

13. The Court finds and determines that the payment to be paid to the Settlement Administrator, Phoenix Settlement Administrators (“PSA”), in the sum of \$11,000.00 for its fee and expenses incurred is fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in accordance with the terms of the Settlement.

14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel; the Court hereby awards Class Counsel attorney’s fees in the sum of \$150,000.00 and actual litigation costs of \$12,371.14. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in accordance with the terms of the Settlement.

15. Neither Defendant nor any related persons or entities, nor Released Parties, shall have any further liability for costs, expenses, interest, attorney’s fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

16. Nothing in this Order shall preclude any action to enforce the Parties’ obligations pursuant to the Settlement or pursuant to this Order, including the requirement that Defendant make payments to Participating Class Members or to enforce the releases in accordance with the Settlement.

17. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order.

1 18. The Parties shall bear their own costs and attorney's fees except as otherwise
2 provided for by the Settlement and this Court's Order Granting Final Approval.

3 19. Upon execution of this Judgment, and upon the date Defendant transfers the Gross
4 Settlement Amount to the Administrator, all Participating Class Members shall be deemed to
5 release the Released Parties for the Released Class Claims for the Class Period, defined as:

6 Effective on the date when Defendant fully funds the entire Gross Settlement
7 Amount, and funds all employer payroll taxes owed on the Wage Portion of the
8 Individual Class Payments, all Participating Settlement Class Members will
9 release, for the Settlement Class Period only, against Defendant and the Released
10 Parties all claims asserted in the Operative Complaint and all claims that could have
11 been brought based on the factual allegations set forth in the Operative Complaint
12 excluding the Sixth Cause of Action. The Participating Settlement Class Members
(not including Plaintiff) do not release any other claims, including but not limited to
claims for vested benefits, wrongful termination, violation of the Fair Employment
and Housing Act, unemployment insurance, disability, social security, workers'
compensation, or claims for PAGA violations (which are addressed in Paragraph
5.3 [of the Settlement]).

13 20. Upon execution of this Judgment, and upon the date Defendant transfers the Gross
14 Settlement Amount to the Administrator, every PAGA Employee shall be deemed to release the
15 Released Parties for the Released PAGA Claims for the PAGA Period, defined as:

16 Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount, and funds all employer payroll taxes owed on the Wage Portion of the
18 Individual Class Payments, all PAGA Employees will release, for the PAGA Period
19 only, Defendant and the Released Parties from all claims for PAGA penalties that
20 were alleged in the Operative Complaint and all claims for PAGA penalties that
could have been brought based on the factual allegations set forth in the Operative
Complaint and the PAGA Notice for this Action.

21 21. Upon execution of this Judgment, and upon the date Defendant transfers the Gross
22 Settlement Amount to the Administrator, Plaintiff's Released Claims shall be deemed to be
23 conclusively released as against Defendant and the Released Parties, that includes a general release
24 pursuant to California Civil Code §1542, and pursuant to the terms in the Settlement.

25 22. Defendant and the Released Parties deny that they have engaged in any unlawful
26 activity, have violated the law in any respect, have any liability to anyone under the claims asserted
27 in the Action, or that but for the Settlement a class should be certified in the Action. Defendant
28 entered the Settlement solely for compromising highly disputed claims. Nothing in the Settlement,

1 this Order, or Judgment is an admission of liability or wrongdoing by Defendant or the Released
2 Parties, or an admission by Plaintiff that the claims lacked merit or any defense asserted by
3 Defendant has merit. The Settlement and this Order are governed by California Evidence Code
4 §1152.

5 23. Without affecting the finality of this Order in any way, the Court retains jurisdiction
6 of all matters, parties and Participating Class Members, to the fullest extent relating to the
7 interpretation, administration, implementation, effectuation and enforcement of this Order,
8 Judgment and the Settlement.

9 24. Class counsel is ordered to file a final report summarizing all distributions made
10 pursuant to the approved settlement, supported by declaration. The Court will set a non-appearance
11 date for submission of a final report for 08/05/2026 at 9:00 a.m..

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JUDGMENT

This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Participating Class Members shall take nothing from Defendant except as expressly set forth in the Order re: Motion for Final Approval of Class Action and PAGA Action Settlement and for Class Counsel Fees, Cost Reimbursement, Service Payment, Administration Costs; Class Action and PAGA Settlement Agreement and Settlement Notice filed on January 14, 2025, in conjunction with the Plaintiff's Motion for Preliminary Approval Order of the Class and PAGA Action Settlement.

IT IS SO ORDERED:

DATED: 08/06/2025



Samantha Jessner / Judge

Honorable Samantha P. Jessner