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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CHARLOTTE DEARDORFF, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

TUTOR PARTNERS LLC, a Maryland
limited liability company; DOES 1 through
10, inclusive,

Defendants.

Lead Case No.: 24STCV13693
[Consolidated with Case No. 24STCV21120]

*[Assigned for All Purposes to the Honorable
Laura A. Seigle, Dept. 17]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: July 15, 2026

Time: 9:00 a.m.

Dept.: 17

Action Filed: May 31, 2024

1 Plaintiff Charlotte Deardorff's ("Plaintiff") Motion for Final Approval of Class Action
2 and PAGA Settlement came before this Court on July 15, 2026, at 9:00 a.m. in Department 17
3 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, located
4 at 312 N. Spring Street, Los Angeles, California 90012. Plaintiff now seeks an order granting
5 final approval of the Class Action and PAGA Settlement Agreement ("Settlement" or
6 "Settlement Agreement") between Plaintiff and Defendant Tutor Partners LLC ("Defendant")
7 (Plaintiff and Defendant collectively, the "Parties"), a copy of which is attached to the
8 Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class
9 Action and PAGA Settlement as **Exhibit 2**. On April 24, 2026, this Court issued an Order
10 Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement
11 ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class
12 Members have been given notice of the terms of the Settlement and the opportunity to comment
13 on or object to it or to exclude themselves from its provisions.

14 Having received and considered the Settlement Agreement, the supporting papers filed
15 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
16 Approval of Class Action and PAGA Settlement granted on April 24, 2026, and the instant
17 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
18 well as oral argument presented to the Court, the Court grants final approval of the Settlement
19 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

20 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
21 including all Settlement Class Members.

22 2. The Court finds that the Class, as defined below, is properly certified as a class for
23 settlement purposes only:

24 all current and former non-exempt employees of Defendant in the State of
25 California during the Class Period.

26 3. "Class Period" means the period from January 1, 2023, through March 21, 2025.

27 4. The Court appoints Plaintiff Charlotte Deardorff as Class Representative for
28 settlement purposes only.

1 5. The Court appoints John G. Yslas, Eugene Zinovyev, John Brown, Gabriella Solé,
2 Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for
3 settlement purposes only.

4 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
5 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
6 their right to receive a settlement share, their right to comment on or object to the Settlement or to
7 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
8 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
9 periods of time were provided by each of these procedures.

10 7. No Class Members objected to the Settlement.

11 8. No Class Members requested exclusion from the Settlement.

12 9. The Court finds and determines that this notice procedure afforded adequate
13 protections to Class Members and provides the basis for the Court to make an informed decision
14 regarding approval of the Settlement based on the responses of Class Members. The Court finds
15 and determines that the notice provided in this case was the best notice practicable, which satisfied
16 the requirements of law and due process.

17 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
18 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including the
20 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
21 3.769.

22 11. Class Members who have not opted out will be bound by the Settlement, except
23 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
24 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
25 whether they opt out of the Settlement.

26 12. The Court finds that Plaintiff notified the Labor and Workforce Development
27 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
28 Labor Code § 2699(s).

1 13. The “Effective Date” means the date by which both of the following have occurred:
2 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)
3 the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
4 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
5 one or more Participating Class Members objects to the Settlement, the day after the deadline for
6 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
7 the day after the appellate court affirms the Judgment and issues a remittitur.

8 14. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary
9 to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator in
10 accordance with the following schedule:

- 11 (a) \$41,250.00 shall be deposited no later than ninety (90) calendar days after
12 the Effective Date;
13 (b) \$41,250.00 shall be deposited no later than one hundred and eighty (180)
14 calendar days after the Effective Date;
15 (c) \$41,250.00 shall be deposited no later than two hundred and seventy (270)
16 calendar days after the Effective Date; and
17 (d) \$41,250.00 shall be deposited no later than three hundred and sixty (360)
18 calendar days after the Effective Date.

19 15. Within seven (7) days after Defendant fully funds the GSA, the Administrator will
20 mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
21 Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel
22 Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the
23 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
24 Representative Service Payment shall not precede disbursement of Individual Class Payments and
25 Individual PAGA Payments.

26 16. In addition to any recovery Plaintiff may receive under the Settlement, and in
27 recognition of Plaintiff’s efforts on behalf of the Settlement Class, the Court hereby approves
28 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff

1 Charlotte Deardorff in the amount of \$10,000.00.

2 17. The Court approves payment from the Gross Settlement Amount for civil penalties
3 under PAGA in the amount of \$25,000.00 with the LWDA to receive 75% (\$18,750.00), and the
4 remaining 25% (\$6,250.00) to be distributed to Aggrieved Employees, defined as all current and
5 former non-exempt employees of Defendant in the State of California at any time during the PAGA
6 Period (June 14, 2023 through June 12, 2025). The Court finds and determines that such payment
7 is fair, reasonable, and appropriate.

8 18. The Court approves payment from the Gross Settlement Amount for attorneys' fees
9 to Class Counsel in the amount of \$55,000.00, and the reimbursement of litigation costs in the
10 amount \$15,304.53. Both are reasonable amounts. The reasonableness of the fee award is
11 determined based on a reasonable percentage of the common fund obtained for the Class. The
12 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
13 efficient litigation practices and reflects the actual benefit obtained for the Class.

14 19. The Court approves payment from the Gross Settlement Amount for settlement
15 administration services in the amount of \$6,690.00 to the Settlement Administrator, Apex Class
16 Action LLC.

17 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
18 the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual
19 Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator
20 will distribute the funds represented by the check to the California Controller's Unclaimed
21 Property Fund in the name of the Class Member.

22 21. Effective on the date when Defendant fully fund the Gross Settlement Amount and
23 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
24 Class Members, and Class Counsel will release claims against all Released Parties as follows:

25 (a) Released Class Claims: "All Participating Class Members will release
26 Defendant and the Released Parties from those claims alleged in the Operative Class Complaint
27 as well as all claims that could have been pled arising out of the same operative facts irrespective
28 of the theory of recovery during the Class Period."

1 (b) Released PAGA Claims: “All Aggrieved Employees will release
2 Defendant and the Released Parties from all claims alleged in Plaintiff’s PAGA Notice as well
3 as all claims that could have been pled arising out of the same operative facts irrespective of the
4 theory of recovery during the PAGA Period.”

5 22. “Released Parties” means Defendant and each of its subsidiaries, affiliates,
6 shareholders, owners, members, agents, officers, predecessors, successors, and assigns.

7 23. The Parties and Administrator are hereby ordered to comply with the terms of the
8 Settlement.

9 24. The Parties shall bear his, her, its, or their own respective attorneys’ fees and costs
10 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
11 Approval of Class Action and PAGA Settlement.

12 25. Without affecting the finality of this order in any way, pursuant to California Code
13 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
14 interpretation, administration, implementation, effectuation, and enforcement of this order and the
15 Settlement.

16 26. The Court hereby enters final judgment in accordance with the terms of the
17 Settlement, the Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action and
18 PAGA Settlement, and this Order Granting Plaintiff’s Motion for Final Approval of Class Action
19 and PAGA Settlement, subject to the Court’s retention of continuing jurisdiction over the Action
20 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
21 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
22 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

23 27. A Settlement Compliance Hearing is set for January 25, 2028, at _____ a.m/p.m.
24 or a date and time soon thereafter more convenient for the Court: _____, at
25 _____ a.m./p.m. in Department 17 of the above-captioned Court.

26 28. A final report from the Settlement Administrator indicating that disbursements were
27 made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement
28 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,

no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

HONORABLE LAURA A. SEIGLE
JUDGE OF THE SUPERIOR COURT