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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ROSANGELA TORRES, an individual, in her
representative capacity on behalf of the State
of California and fellow Aggrieved
Employees,

Plaintiff,

v.

COGSWELL COLLEGE LLC, a California
limited liability company; and DOES 1-50,
Inclusive,

Defendants

Case No: 24STCV00409

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

Date: March 10, 2026

Time: 11:30 a.m.

Judge: William F. Highberger
Dept.: 10

1 Plaintiff Rosangela Torres (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(s), against Cogswell College LLC (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”). The
7 California Labor Workforce Development Agency (“LWDA”) was provided with notice of the
8 settlement and the motion for approval of the settlement via its online process and no objection has
9 been received to the settlement or the motion from the LWDA. The Parties seek approval of the
10 settlement of Plaintiff’s PAGA claims and the Gross Settlement Amount to be paid as part of the
11 settlement as set forth in the Settlement Agreement, which was filed with the Court (“PAGA
12 Settlement”).

13 The PAGA Settlement provides for a Gross Settlement Amount in the total sum of Eighty-
14 Nine Thousand, Five Hundred Dollars and Zero Cents (\$89,500.00), which includes the Attorneys’
15 Fees and Costs, Administration Costs, and PAGA Payment. The PAGA Payment is the amount
16 remaining from the Gross Settlement Amount after the deduction of the Attorneys’ Fees and Costs,
17 and Administration Costs. Further, the Court finds that Plaintiff and Class Counsel negotiated the
18 PAGA Payment at arms-length, absent of any fraud or collusion.

19 Plaintiff’s Counsel are awarded Attorneys’ Fees and Costs in the amount Forty-Eight
20 Thousand Three Hundred Forty-Four Dollars and Zero Cents (\$48,344.00) comprised of one-third
21 of the Gross Settlement Amount (\$29,833.33) and actually incurred litigation expenses
22 (\$18,510.67). The Attorneys’ Fees will be paid as follows: 50% to JCL Law Firm, APC; and 50%
23 to Zakay Law Group, APLC. The Attorneys’ Costs shall be paid as follows: \$10,860.67 to JCL Law
24 Firm, APC, \$7,650.00 to Zakay Law Group, APLC. Plaintiff’s Counsel shall not seek or obtain any
25 other compensation or reimbursement. The Settlement Administrator will be Apex Class Action
26 LLC. The payment of \$2,990.00 to the Settlement Administrator for Settlement Administration
27 Expenses is approved.

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1 Based on its records, Defendant estimated that as of the last pay period prior to September
2 4, 2025, 58 Aggrieved Employees collectively worked 1,700 pay periods from January 5, 2023,
3 through December 14, 2025 (“PAGA Period”). Defendant will provide the Aggrieved Employee
4 Data to the Settlement Administrator within fifteen (15) days of PAGA Approval Date.

5 The sum of any settlement checks not cashed within 180 days, or the extended deadline as
6 provided in the Settlement Agreement, will be transmitted to the State Controller’s Unclaimed
7 Property Fund in the name of the Aggrieved Employees who did not cash their checks. The Court
8 approved the Gross Settlement Amount and the distributions of the Gross Settlement Amount as set
9 forth above.

10 The Court, having reviewed the evidence and papers submitted and argument of counsel,
11 pursuant to Labor Code section 2699(s)(2) hereby GRANTS Plaintiff’s motion and approves the
12 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
13 which shall be allocated and paid out as set forth in the Settlement Agreement.

14 The “Aggrieved Employees” are defined as “all non-exempt employees who are or
15 previously were employed by Defendant Cogswell College LLC during the PAGA Period.” Upon
16 entry of Judgment and funding in full of the PAGA Settlement by Defendant, Defendant, including
17 past, present, and future affiliates, parents, subsidiaries, predecessors, successors, heirs, executors,
18 assigns, shareholders, members, owners, officers, managing members, directors, employees, agents,
19 trustees, attorneys, indemnitees, representatives, administrators, fiduciaries, beneficiaries,
20 subrogees, executors, partners, and privies (“Released Parties”) shall be entitled to a release from
21 the Aggrieved Employees for all PAGA claims alleged in the Second Amended Complaint in the
22 Action and Plaintiff’s PAGA Notice, or which reasonably could have been asserted based on the
23 facts alleged in the PAGA Notice and the Second Amended Complaint, and which occurred during
24 the PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
25 wrongful termination, unemployment insurance, disability, social security, workers’ compensation,
26 and PAGA claims outside of the PAGA Period. (“PAGA Released Claims”).

27 Neither the Settlement Agreement nor the settlement contained therein, nor any act
28 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is

1 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
2 PAGA Released Claims; or (ii) is or may be deemed to be or may be used as an admission of, or
3 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
4 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
5 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
6 this action in any other action that may be brought against it or them in order to support a defense
7 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
8 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
9 similar defense or counterclaim.

10 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
11 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
12 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
13 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
14 the distribution of settlement benefits.

15 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
16 **ENTERED ACCORDINGLY.**

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18 DATED: _____, 2026
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21 _____
22 THE HONORABLE WILLIAM F. HIGHBERGER
23 JUDGE OF THE SUPERIOR COURT
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