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Attorneys for Plaintiffs,
Sherrell Tyler and Monifa Cox

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO**

SHERRELL TYLER, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

GRIFFIN TECHNOLOGY ACADEMIES, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: FCS057816

CLASS AND REPRESENTATIVE ACTION

[Honorable Tim P. Kam, Department 7]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, and the
Declarations of Plaintiffs Sherrell Tyler and
Monifa Cox]*

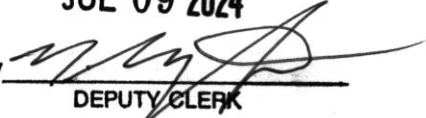
PRELIMINARY APPROVAL HEARING:

Date: July 9, 2024
Time: 9:00 a.m.
Dept.: 7

Complaint Filed: February 14, 2022
Trial Date: Not Set

FILED
Clerk of the Superior Court

JUL 09 2024

By 
DEPUTY CLERK

N. WASHINGTON

1 The Court has before it Plaintiffs' Motion for Preliminary Approval of Class and Representative
2 Action Settlement Agreement. Having reviewed the Motion and Memorandum of Points and Authorities,
3 the supporting Declarations of Kane Moon and Plaintiffs Sherrell Tyler and Monifa Cox ("Plaintiffs"),
4 and good cause appearing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS**
5 **FOLLOWS:**

6 1. The Court grants preliminary approval of the proposed Settlement and putative Class
7 based upon the terms set forth in the Joint Stipulation of Class and Representative Action Settlement
8 Agreement (the "Settlement Agreement" or "Settlement") attached as Exhibit 1 to the Declaration of
9 Kane Moon in Support of Plaintiffs' Motion for Preliminary Approval of Class and Representative Action
10 Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement is fair,
11 adequate, and reasonable, and therefore, meets the requirements for preliminary approval. The Court also
12 preliminarily finds that the terms of the Settlement Agreement are within the range of possible approval,
13 pursuant to California Code of Civil Procedure section 382 and applicable law.

14 2. The Settlement falls within the range of reasonableness of a settlement which could
15 ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to
16 any objections that may be raised at the Final Approval Hearing and final approval by this Court. The
17 Court notes that Defendant Griffin Technology Academies ("Defendant") (together with Plaintiffs, the
18 "Parties") agreed to create a common, non-reversionary gross fund of at least \$290,000.00 (the "Gross
19 Settlement Amount"), and in addition to Defendant's employer's payroll taxes owed on the wage portions
20 of Individual Class Payments, to cover (a) Individual Class Payments to Participating Class Members;
21 (b) a Class Counsel Fees Payment, of not more than one third of the Gross Settlement Amount; (c) a
22 Class Counsel Expenses Payment, for reimbursement of actual litigation costs of not more than
23 \$16,000.00; (d) an Administration Expenses Payment not to exceed \$7,500.00; (e) PAGA Penalties of
24 \$20,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor
25 Code Sections 2698, *et seq.* ("PAGA"), and distributed as 25% (\$5,000.00) to the Aggrieved Employees
26 and 75% (\$15,000.00) to the California Labor and Workforce Development Agency (the "LWDA"); and
27
28

1 (f) Class Representative Service Payments of not more than \$5,000.00 each, or \$10,000.00 total.¹

2 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
3 reasonable to the Class Members when balanced against the probable outcome of further litigation
4 relating to class certification, liability and damages issues, and potential appeals; (2) significant class-
5 wide discovery, investigation, research, and litigation have been conducted such that counsel for the
6 respective Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at
7 this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution
8 of the litigation; and (4) the proposed Settlement has been reached as the result of serious, informed,
9 adversarial, and arms-length negotiations between the Parties. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith and meets the requirements for preliminary
11 approval.

12 4. A Final Approval Hearing on the question of whether the proposed Settlement
13 Agreement, Class Counsel's attorneys' fees and costs, the Administration Expenses Payment, the PAGA
14 Penalties, and the Class Representative Service Payments should be finally approved as fair, reasonable,
15 and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule
16 set forth below.

17 5. The Court provisionally certifies, for settlement purposes only, the following class (the
18 "Class"): all non-exempt and/or hourly employees of Defendant who worked in California from February
19 14, 2018, through April 8, 2024 ("Class Period"). Excluded from the Class will be all Class Members
20 who submit a valid and timely Request for Exclusion from the Settlement pursuant to the instructions
21 provided in the Class Notice.

22 6. Release of Claims. Effective on the date Defendant fully funds the entire Gross
23 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
24

25 ¹ No later than fifteen (15) business days after the date of the Final Approval Hearing at which the
26 Court grants final approval of the Settlement, Defendant shall fund half of the Gross Settlement Amount
27 and half of the amount necessary to fully pay Defendant's share of payroll taxes by transmitting the funds
28 to the Administrator (the "First Installment"). Half of the Gross Settlement Amount equals \$145,000.00.
No later than six (6) months after the date Defendant funds the First Installment, Defendant shall fund
the second half of the Gross Settlement Amount and the second half of the amount necessary to fully pay
Defendant's share of payroll taxes by transmitting the funds to the Administrator. (Settlement, ¶ 4.2.)

1 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, and Class Counsel will release
2 claims against all Released Parties as follows (Settlement, ¶ 5.):

3 a. Released Parties. “Released Parties” means Defendant and its officers, directors,
4 employees, agents, and insurers. (*Id.* at ¶ 1.40.)

5 b. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses,
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and
7 discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class
8 Period, including, but not limited to: (a) all claims that were alleged, or reasonably could have been
9 alleged, based on the facts contained in the Operative Complaint, and (b) all PAGA claims that were
10 alleged, or reasonably could have been alleged, based on the facts contained in the Operative
11 Complaint, Plaintiffs’ PAGA Notice, or ascertained during the Action and released under 5.2, below
12 (“Plaintiffs’ Release”). (*Id.* at ¶ 5.1.)

13 1) Plaintiffs’ Release does not extend to any claims or actions to enforce
14 this Agreement, or to any claims for vested benefits, unemployment benefits,
15 disability benefits, social security benefits, workers’ compensation benefits that
16 arose at any time, or based on occurrences outside the Class Period. Plaintiffs
17 acknowledge that Plaintiffs may discover facts or law different from, or in
18 addition to, the facts or law that Plaintiffs now know or believe to be true but
19 agrees, nonetheless, that Plaintiffs’ Release shall be and remain effective in all
20 respects, notwithstanding such different or additional facts or Plaintiffs’
21 discovery of them. (*Id.* at ¶ 5.1.1.)

22 2) Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.
23 For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the
24 provisions, rights, and benefits, if any, of Section 1542 of the California Civil
25 Code, which reads: A general release does not extend to claims that the creditor
26 or releasing party does not know or suspect to exist in his or her favor at the time
27 of executing the release, and that if known by him or her would have materially
28 affected his or her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.2.)

1 c. Release by Participating Class Members. All Participating Class Members, on behalf of
2 themselves and their respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, fully release and discharge the Released Parties of the claims
4 stated in the operative Complaint and those based solely upon the facts in the operative Complaint,
5 including, California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222,
6 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
7 1197, 1197.1, 1198, and 1199, California Industrial Commission Wage Orders, Cal. Code Regs., Title.
8 8, section 11040, *et seq.*, Business and Professions Code sections 17200, *et seq.*, California Code of
9 Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages,
10 minimum wages, regular rate of pay, hours worked, overtime or double time wages, regular rate of
11 pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal
12 periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair
13 business practices, unlawful business practices, and claims for statutory penalties, based on the facts
14 or claims alleged in the operative Complaint at any time during the Class Period (collectively
15 “Released Class Claims”). (*Id.* at ¶ 5.2.)

16 d. Release by Aggrieved Employees. All Aggrieved Employees, on behalf of themselves
17 and their respective former and present representatives, agents, attorneys, heirs, administrators,
18 successors, and assigns, fully release and discharge the Released Parties of the PAGA claims that
19 Plaintiffs alleged against the Released Parties in their individual capacities and on behalf of the State
20 of California, based on the facts stated in the operative Complaint and in Plaintiffs’ PAGA Notice,
21 including (i) all PAGA claims seeking civil penalties premised upon California Labor Code sections
22 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246,
23 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 *et seq.*, and
24 California Industrial Commission Wage Orders, and (ii) all other claims for civil penalties recoverable
25 under the Private Attorneys General Act, California Labor Code sections 2698 *et seq.*, based on the
26 facts or claims alleged in the operative Complaint at any time during the PAGA Period (collectively
27 “Released PAGA Claims”). (*Id.* at ¶ 5.3.)
28

1 1) The Released PAGA Claims do not release any Aggrieved Employees'
2 claims for wages or statutory penalties, and the Aggrieved Employees may not
3 opt out of the Released PAGA Claims. (*Id.* at ¶ 5.3.1.)

4 7. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
5 definitions as set forth in the Settlement Agreement.

6 8. The Court finds, for settlement purposes only, that the Class meets the requirements for
7 certification under California Code of Civil Procedure section 382 in that: (1) the Class is so numerous
8 that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest,
9 to all Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the
10 claims of the Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the
11 interests of the Class Members; and (5) a class action is superior to other available methods for the fair
12 and efficient adjudication of the controversy.

13 9. The Court appoints, for settlement purposes only, Plaintiffs as the Class Representatives.
14 The Court approves, on a preliminary basis, payment of a Class Representative Service Payment from
15 the Gross Settlement Amount of up to \$5,000.00 to each Plaintiff, for a total of \$10,000.00, in addition
16 to the amount Plaintiffs are eligible to receive as Class Members, for their contributions and participation
17 in the litigation, for the risks and duties attendant to their roles as the Class Representatives, and for their
18 general release of claims, both known and unknown, and waiver of section 1542 rights. To the extent the
19 final amount awarded is less than the amount requested, the remainder will be retained in the Net
20 Settlement Amount for distribution to Participating Class Members.

21 10. The Court appoints, for settlement purposes only, Plaintiffs' Counsel, Moon Law Group,
22 P.C., as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to request
23 attorneys' fees of up to one third of the Gross Settlement Amount, as well as reimbursement for actual
24 costs not to exceed \$16,000.00. To the extent actual costs are less and/or the final amounts awarded for
25 fees and/or costs are less than the amounts requested, the remainder will be retained in the Net Settlement
26 Amount for distribution to Participating Class Members.

27 11. The Court appoints APEX Class Action Administration as the Administrator with
28 payment from the Gross Settlement Amount for reasonable administration costs not to exceed \$7,500.00,

1 except upon a showing of good cause and as approved by the Court. To the extent administration costs
2 are less, the remainder will be retained in the Net Settlement Amount for distribution to Participating
3 Class Members. The Administrator shall perform services and duties as provided for in the Settlement
4 Agreement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail. Class
5 Members shall not be required to submit a claim form in order to receive individual settlement payments.

6 12. The Court approves, on a preliminary basis, \$20,000.00 for settlement of the claim for
7 PAGA Penalties, allocated 25% as Individual PAGA Payments to the Aggrieved Employees (\$5,000.00)
8 and the 75% as the LWDA PAGA Payment to LWDA (\$15,000.00) in settlement of PAGA claims. The
9 Court further hereby preliminarily approves the formulas provided in the Agreement regarding Individual
10 Settlement Amounts.

11 13. The Court approves, as to form and content, the Class Notice attached to the Settlement
12 Agreement as Exhibit A. The Court finds, on a preliminary basis, that the plan for distribution of the Class
13 Notice satisfies due process, provides the best notice practicable under the circumstances, and constitutes
14 due and sufficient notice to all persons entitled thereto.

15 14. The obligations set forth in the Settlement Agreement are deemed part of this Preliminary
16 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement Agreement
17 according to its terms and provisions.

18 15. The Court orders the following Implementation Schedule:

19 Defendant to provide the Administrator with 20 the Class Data	Within 14 calendar days after preliminary approval is granted
21 Administrator to mail the Class Notice	Within 16 calendar days after receiving the Class Data
22 Response and Opt-Out Deadline	Within 60 calendar days after mailing (plus 23 14 calendar days for any re-mailed 24 Notices)
25 Final Approval Motion Filing Deadline	At least 16 court days before the Final Approval Hearing:
26 Final Approval Hearing	12/3 _____, 2024, at <u>9 AM</u> , 27 in Department 7 of the Solano County 28 Superior Court

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16. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

17. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

18. The Settlement Agreement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement Agreement.

IT IS SO ORDERED.

DATED: 7/9/2024

 **Tim P. Kam**

The Honorable Tim P. Kam
Judge of the Superior Court of the State of California,
County of Solano

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 725 S. Figueroa St., Ste. 3100 Los Angeles, California 90017. On June 6, 2024 I served the foregoing document described as:

PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

X by mailing _ the original X a true copy to the following:

Nathan W. Austin
Evan M. McBride
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, California 95814
nathan.austin@jacksonlewis.com
evan.mcbride@jacksonlewis.com
Attorneys for Defendant, Griffin Technology Academies

[X] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 6, 2024, at Los Angeles, California.

Steven Delgado
Name

/s/ Steven Delgado
Signature