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Attorneys for Plaintiff ALEXIS CURRY,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALEXIS CURRY, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

THE ADULT SKILLS CENTER; and DOES 1
to 100, inclusive,

Defendants.

Case No.: 23STCV30945

CLASS ACTION

[Assigned For All Purposes to the Hon. William F. Highberger, Dept. 10]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action
Settlement and Motion for Award of Attorneys'
Fees and Costs; Declarations in Support]*

MFA Hearing Information:

Date: April 16, 2026

Time: 11:00 a.m.

Dept.: Department 10

~~PROPOSED~~ ORDER AND JUDGMENT

Plaintiff ALEXIS CURRY (“Plaintiff”) Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendant THE ADULT SKILLS CENTER (Defendant) came before this Court on April 16, 2026, at 11:00 a.m. in Department 10, of the Los Angeles County Superior Court Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of Malcolm E. Clayton in Support of Plaintiff’s Motion for Final Approval (the “Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the declaration of Stacey Shim on behalf of APEX Class Action Administration, and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

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

A person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period.

3. The “Class Period” is the period from December 19, 2019, through April 23, 2025.

4. For purposes of the settlement, the Court designates named Plaintiff Alexis Curry as Class Representative, and Joseph Lavi, Vincent C. Granberry, Malcolm E. Clayton, of Lavi & Ebrahimi, LLP, as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all class members who could be identified through reasonable effort, and by providing due

1 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
2 The notice fully satisfied the requirements of due process.

3 6. The Court finds the settlement was entered into in good faith, that the settlement is
4 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
5 requirements for final approval of this class action settlement under California law, including the
6 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
7 3.769.

8 7. The Settlement Agreement is not an admission by Defendant or by any other released
9 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
10 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
11 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
12 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
13 whatsoever by or against Defendants or any of the other released parties.

14 8. No Class Members have objected to the terms of the Settlement to date.

15 9. No Class Members have requested exclusion from the Settlement to date.

16 10. The Escalator Clause of the Settlement has not been triggered to date.

17 11. Defendant will fully-fund the non-reversionary Gross Settlement Amount of One
18 Million Five Hundred Thirty-Three Thousand Nine Hundred Seventy-Five Dollars and Zero Cents
19 (\$1,533,975.00) and also fund the amounts necessary to fully pay Defendant's share of payroll taxes
20 by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
21 (Settlement, §§ 1.22, 4.3, 8.)

22 12. The Administrator will issue the following payments within thirty (30) days after
23 receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments (c) the
24 LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees
25 Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative
26 Service Payment.

27 13. In addition to any recovery that the named Plaintiff may receive under the Settlement,
28 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby

1 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff
2 in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00)

3 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
4 to Class Counsel in the sum Five Hundred Eleven Thousand Three Hundred Twenty-Five Dollars and
5 Zero Cents (\$511,325.00), and the reimbursement of litigation expenses in the sum of Fifteen
6 Thousand Dollars and Zero Cents (\$15,000.00). Each are reasonable amounts. The reasonableness of
7 the fee award is determined based on a reasonable percentage of a common fund obtained for the
8 class. The court also has considered the lodestar amount. Awarding fees on a percentage basis
9 encourages efficient litigation practices and reflects the actual benefit obtained for the class.

10 15. The Court approves and orders payment from the Gross Settlement Amount in the
11 amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for performance of settlement
12 administration services.

13 16. The Court approves and orders the allocation of Twenty Thousand Dollars and Zero
14 Cents (\$20,000.00) of the Gross Settlement Amount as PAGA Penalties.

15 17. The Court approves and orders payment of Fifteen Thousand Dollars and Zero Cents
16 (\$15,000.00) (75% of the PAGA Penalties) to the LWDA as the LWDA PAGA Payment.

17 18. The Court approves and orders payment of Five Thousand Dollars and Zero Cents
18 (\$5,000.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees as Individual
19 PAGA Payments pursuant to the terms of the Settlement.

20 19. In list form, the amounts approved and ordered paid are as follows:

- 21 a. Gross Settlement Amount ("GSA"): \$1,533,975.00
22 b. LWDA Allocation: Total \$20,000.00, composed of:
23 i. LWDA Payment: \$15,000.00 (75% of LWDA Allocation)
24 ii. Aggrieved Employees: \$5,000.00 (25% of LWDA Allocation)
25 c. Expected Deductions: Total \$548,015.00, composed of:
26 i. \$10,000.00 - Class Representative Service Payment
27 ii. \$511,325.00 - Attorneys' Fees
28 iii. \$15,000.00 - Attorneys' Costs
iv. \$11,690.00 - Settlement Administration Costs
d. Net Settlement Amount: \$965,960.00 (GSA, minus LWDA Allocation, minus
Expected Deductions)

20. Participating Class Members will have one hundred eighty (180) calendar days from

1 the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks
2 remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be
3 voided, and the Administrator shall transmit the funds represented by such checks to the California
4 Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid
5 residue" within the requirements of California Code of Civil Procedure Section 384, subd. (b). The
6 Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion
7 of the 180 calendar day check cashing period.

8 21. Release by Participating Class Members: All Participating Class Members, release
9 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on
10 the Class Period facts stated in the Actions. Participating Class Members do not release any other
11 claims, including claims for vested benefits, wrongful termination, violation of the Fair
12 Employment and Housing Act, unemployment insurance, disability, social security, workers'
13 compensation, or claims based on facts occurring outside the Class Period.

14 22. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,
15 the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
16 been alleged, based on the PAGA Period facts stated in the Actions, and the PAGA Notice.

17 23. "Released Parties" means: Defendant and each of its former and present directors,
18 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.

19 24. "PAGA Period" means the period from December 19, 2022, through April 23, 2025.

20 25. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
21 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

22 26. This Court shall retain jurisdiction with respect to all matters related to the
23 administration and consummation of the settlement, and any and all claims, asserted in, arising out
24 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
25 settlement and the determination of all controversies relating thereto.

26 27. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
27 file a final report with the Court regarding distribution of settlement funds by 9/9/27,
28 indicating the disbursements were made pursuant to the settlement. Any unclaimed funds that are

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uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 07/07/2026



Hon. William F. Highberger
Judge of the Superior Court