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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**12/09/2019** at 04:52:00 PM  
Clerk of the Superior Court  
By Tamara Parra, Deputy Clerk

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13  
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SAN DIEGO**

16 EVA C. JOHNSON, an individual, on behalf  
17 of the State of California, as a private attorney  
18 general, and on behalf of all aggrieved  
19 employees

18 PLAINTIFF,

19 v.

20 NATIONAL UNIVERSITY, a California  
21 Non-Profit Organization; NATIONAL  
22 UNIVERSITY ACADEMY, a California  
23 Non-Profit Organization; NATIONAL  
24 UNIVERSITY DUAL LANGUAGE  
25 INSTITUTE, a California Non-Profit  
26 Organization; NATIONAL UNIVERSITY  
27 ACADEMY 1001 STEAM; a California Non-  
28 Profit Organization; NATIONAL  
UNIVERSITY ACADEMY SPARROW, a  
California Non-Profit Organization; and  
DOES 1 to 50, inclusive,

DEFENDANTS.

CASE NO: 37-2019-00007902-CU-OE-CTL  
[Assigned to the Hon. Randa M. Trapp, Dept.  
C-70]

**REVISED ~~PROPOSED~~ ORDER  
APPROVING PAGA SETTLEMENT AND  
JUDGMENT**

Date: November 22, 2019  
Time: 11:00 a.m.

Complaint Filed: February 9, 2019  
Trial Date: None Set

1 **OGLETREE, DEAKINS, MASH, SMOAK & STEWART, P.C.**

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10 Attorneys for Defendants

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1 Plaintiff and Defendants jointly moved for approval of the proposed settlement of Plaintiff  
2 and the allegedly aggrieved employees' claims for civil penalties under the California Labor  
3 Code's Private Attorneys General Act ("PAGA"), pursuant to California Labor Code section  
4 2699(l). The parties seek approval of the settlement, including the Gross Settlement Amount  
5 ("GSA") of \$750,000.00.

6 On November 21, 2019, the Court issued a tentative ruling approving the PAGA  
7 settlement, and the GSA, but reducing attorneys' fees from 1/3 of the GSA to \$85,533.69. After  
8 oral argument on November 22, 2019, the Court confirmed its tentative ruling. Accordingly, the  
9 Court hereby approves the PAGA settlement, including the GSA of \$750,000, and further orders  
10 that (1) attorneys' fees in the amount of \$85,533.69 shall be deducted from the GSA and paid to  
11 Plaintiff's counsel, (2) costs of \$8,463.81 shall be deducted from the GSA and paid to Plaintiff's  
12 counsel, (3) Plaintiff Eva Johnson shall be paid a service award of \$15,000 to be deducted from  
13 the GSA, (4) the Court appoints Rust, Inc. as the settlement administrator and approves its fee of  
14 \$10,000 to be paid from the GSA, and (5) the remaining net settlement amount of \$631,002.50  
15 (the "PAGA Penalty Fund") shall be split with 75% (i.e., \$473,251.87) to be paid to the  
16 California Labor and Workforce Development Agency ("LWDA"), and 25% (i.e., \$157,750.62)  
17 to be paid to the aggrieved employees, pursuant to Labor Code section 2699(i) and the parties'  
18 settlement agreement. Pursuant to the Settlement Agreement, the settlement administrator shall  
19 handle all payments to Plaintiff's counsel, the LWDA, and the aggrieved employees.

20 The Court further finds that the LWDA was provided with notice of the settlement and the  
21 motion via its online process and no objection has been received to the settlement or the motion.

22 Good cause appearing based on the reasons set forth in the joint motion for approval, the  
23 Court hereby GRANTS the motion, subject to its reduction of Plaintiff counsels' attorneys' fees  
24 as set forth above and in its tentative ruling, and approves the PAGA settlement as set forth in the  
25 Settlement Agreement, the GSA, the above deductions from the GSA, and the PAGA Penalty  
26 Fund of \$631,002.50, which shall be allocated and paid out as set forth in the Settlement  
27 Agreement and in accordance with Labor Code section 2699(i).  
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After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

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

DATED: 12/09/2019

  
\_\_\_\_\_  
HON. RANDA M. TRAPP  
SAN DIEGO SUPERIOR COURT JUDGE

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**PROOF OF SERVICE**

*Eva C. Johnson v. National University*  
Case No. 37-2019-00007902-CU-OE-CTL

I am over the age of 18 years and am employed in an office in the County of Los Angeles, State of California. I am not a party to the within action. My business address is 1180 S. Beverly Drive, Ste. 610, Los Angeles, California 90035.

I declare that on the date hereof, December 6, 2019, I served a copy of the foregoing documents described as:

- **REVISED [PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT**

by causing true copies thereof to be sent to following individual(s) and/or parties via the following method(s):

Spencer Skeen, Esq.  
Nikolas T. Djordjevski, Esq.  
**OGLETREE, DEAKINS, MASH, SMOAK & STEWART, P.C.**  
4370 La Jolla Village Drive, Suite 990  
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[spencer.skeen@ogletree.com](mailto:spencer.skeen@ogletree.com)  
[nikolas.djordjevski@ogletree.com](mailto:nikolas.djordjevski@ogletree.com)

X (By First Class Mail) I caused such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid in 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 (By Electronic Service) A true and correct courtesy copy of the above-described document(s) was caused to be emailed to the email addresses of the parties as listed hereinabove.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Dated this 6th day of December, 2019, at Los Angeles, California.

  
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Jaelyn Blackwell