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15 *Attorneys for Plaintiffs*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF LOS ANGELES – SPRING STREET**

18 JOSE TISCARENO, individually and on
19 behalf of other members of the general public
20 similarly situated; CRISTIAN MARKOVICH,
21 individually and on behalf of
22 other members of the general public similarly
23 situated; ADAM YANCY, individually and
24 on behalf of other members of the general
25 public similarly situated; ANTHONY
26 SHELTON, individually and on behalf of
27 other members of the general public similarly
28 situated; ISHAM ELDREGE, individually and
on behalf of other members of the general
public similarly situated;

Plaintiffs,

vs.

BROADWAY TYPEWRITER COMPANY,
INC. DBA AREY JONES EDUCATIONAL
SOLUTIONS, a California corporation; and
DOES 1 through 100, inclusive,

Defendant.

Case No. BC695668

*Assigned for all purposes to: Hon. Carolyn
Kuhl, Dept. 12*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint filed: February 28, 2018

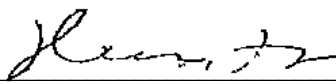
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on December 9, 2021, the Honorable Carolyn Kuhl, in
3 Department 12 in the above-entitled Court, located at 312 North Spring Street, Los Angeles,
4 California 90012, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit**
5 **A** is a true and correct copy of the Order which was executed and filed on December 9, 2021.

6
7 DATED: December 9, 2021

PROTECTION LAW GROUP, LLP

8 By: 

9
10 Heather Davis
11 Amir Nayebdadash
12 *Attorneys for Plaintiffs*
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EXHIBIT A

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26 SHELTON, individually and on behalf of
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Plaintiffs,

vs.

BROADWAY TYPEWRITER COMPANY,
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SOLUTIONS, a California corporation; and
DOES 1 through 100, inclusive,

Defendant.

FILED
Superior Court of California
County of Los Angeles

12/09/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

Case No. BC695668

*Assigned for all purposes to: Hon. Carolyn
Kuhl, Dept. 12*

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: December 9, 2021

Hearing Time: 10:30 a.m.

Dept.: 12

Complaint Filed: February 28, 2018

Jury Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on December 9, 2021, for a hearing and Final Order Approving Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval
5 Order (“Preliminary Approval Order”), and as set forth in the Amended Joint Stipulation of Class
6 Action and PAGA Settlement (hereinafter “Settlement Agreement” or “Settlement”), and due and
7 adequate notice having been given to all Class Members as required in the Preliminary Approval
8 Order, and the Court having considered all papers filed and proceedings had herein and otherwise
9 being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED**
10 **AND DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Settlement
12 Agreement.

13 2. Consistent with the definitions provided in the Settlement Agreement, the term
14 “Class” and “Class Members” shall mean the following: “All current and former hourly-paid,
15 non-exempt employees who are or were employed by Broadway Typewriter Company, Inc. dba
16 Arey Jones Educational Solutions in the State of California at any time from February 28, 2014
17 to February 4, 2021.”

18 3. This Court has jurisdiction over the subject matter of this Action and over all
19 Parties to this Action, including all Class Members.

20 4. Distribution of the Notice directed to the Class Members as set forth in the
21 Settlement Agreement and the other matters set forth therein has been completed in conformity
22 with the Preliminary Approval Order, including individual notice to all Class Members who could
23 be identified through reasonable effort, and the best notice practicable under the circumstances.
24 The Notice provided due and adequate notice of the proceedings and of the matters set forth
25 therein, including the proposed Settlement set forth in the Settlement Agreement, to all persons
26 entitled to such Notice, and the Notice fully satisfied the requirements of due process. All Class
27 Members and all Released Claims are covered by and included within the Settlement Agreement
28 and this Final Order.

1 5. The Court hereby finds the Settlement Agreement was entered into in good faith
2 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
3 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have
4 satisfied the standards and applicable requirements for final approval of this class action
5 settlement under California law, including the provisions of California Code of Civil Procedure
6 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
7 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

8 6. The Court hereby approves the Settlement set forth in the Settlement Agreement
9 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
10 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
11 has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
12 Court further finds that the Parties have conducted extensive investigation and research, and
13 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
14 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
15 and risks that would be presented by the further prosecution of the Action. The Court has
16 reviewed the benefits that are being granted as part of the Settlement and recognizes the
17 significant value to the Class Members. The Court also finds that the Class is properly certified
18 as a class for settlement purposes only.

19 7. Upon remittance of the Gross Settlement Amount by Defendant to the Settlement
20 Administrator, all Participating Class Members shall fully release and discharge Defendant
21 Broadway Typewriter Company, Inc. dba Arey Jones Educational Solutions and its past, present
22 and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,
23 representatives, attorneys, insurers, partners, investors, shareholders, administrators, owners,
24 parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
25 venturers, (“Released Parties”) from all claims, rights, demands, liabilities and causes of actions
26 that are alleged or reasonably could have been alleged based on the facts and claims asserted in
27 the operative complaint in the Action and the operative PAGA Notice including the following
28 claims: (i) failure to pay all regular wages, minimum wages, overtime and double time wages due;

1 (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest
2 periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v)
3 failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of
4 termination or resignation; (vii) failure to provide timely pay wages during employment
5 (including a claim under the Industrial Welfare Commission Wage Orders, and common law
6 including conversion); (viii) unfair business practices that could have been premised on the
7 claims, causes of action or legal theories of relief described above or any of the claims, causes of
8 action or legal theories of relief pleaded in the operative complaint; (ix) failure to maintain
9 required payroll records; (x) all claims under the California Labor Code Private Attorneys General
10 Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or
11 legal theories described above or any of the claims, causes of action or legal theories of relief
12 pleaded in the operative complaint including but not limited to Labor Code sections 210, 226.3,
13 1197.1, 558, and 2699; and (xi) claims for attorneys' fees arising from the claims alleged above
14 (collectively the "Released Claims") that arose during the period between February 28, 2014,
15 through February 4, 2021 (the "Class Period). All PAGA Members shall release claims arising
16 under PAGA for the PAGA Period regardless of their decision to participate in the class
17 settlement.

18 8. Named Plaintiffs Jose Tiscareno, Cristian Markovich, Adam Yancy, Anthony
19 Shelton, and Isham Eldrege, for themselves only, also fully release the Released Parties from any
20 and all Released Claims and also generally release and discharge the Released Parties from any
21 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have
22 been or could have been asserted against the Released Parties arising out of or relating to their
23 employment by Defendant or termination thereof, including but not limited to claims for wages,
24 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination
25 of employment. This release specifically includes any and all claims, demands, obligations and/or
26 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except
27 provided by the Settlement Agreement) relating to or in any way connected with the matters
28 referred to herein, whether or not known or suspected to exist, and whether or not specifically or

1 particularly described herein. Specifically, Plaintiffs Tiscareno, Markovich, Yancy, Shelton, and
2 Eldrege, waive all rights and benefits afforded by California Civil Code Section 1542, which
3 provides:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
5 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
6 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
7 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
8 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
9 DEBTOR OR RELEASED PARTY.

10 This release specifically excludes claims for unemployment insurance, disability, social
11 security, and workers compensation (with the exception of claims arising pursuant to California
12 Labor Code Sections 132(a) and 4553).

13 9. No Class Member objected to the terms of the Settlement.

14 10. No Class Member requested to be excluded from the terms of the Settlement.
15 Accordingly, 523 Participating Class Members are bound by this Judgment.

16 11. The Court finds the settlement payments provided for under the Settlement
17 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
18 the Settlement Agreement, the Court orders Defendant to fund the Gross Settlement Amount of
19 \$769,200.00 within fourteen (14) calendar days of the date of this Order to provide payments for
20 Individual Settlement Payments, the Class Representative Enhancement Payments, Class
21 Counsel's Attorney Fees and Costs, the Settlement Administration Costs, and penalties to the
22 California Labor and Workforce Development Agency pursuant to Labor Code Section 2698, *et*
23 *seq.* From this amount, Defendant shall be entitled to an Off-Set Credit of \$71,700.00 that
24 Defendant will be credited against the payments of Participating Class Members who received a
25 Prior Release Payment in recognition that Defendant has made prior payments in such amount
26 made to certain Class Members in exchange for their individual releases of the released claims.
27 The calculations and the payments shall be made administered in accordance with the terms of
28 the Settlement Agreement.

1 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
3 of ~~\$269,220.00~~ ^{AGI I E €€€€} and attorneys' costs in the amount of \$37,621.75 from the Gross Settlement
4 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
5 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.
6 The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph
7 shall be administered pursuant to the terms of the Settlement Agreement.

8 13. ^{AI E€€€€€} The Court hereby approves and orders a Class Representative Enhancement
9 Payments of ~~\$7,500.00~~ each for Plaintiffs Jose Tiscareno, Cristian Markovich, Adam Yancy,
10 Anthony Shelton, and Isham Eldrege for a total of \$37,500.00 from the Gross Settlement Amount
11 in accordance with the terms of the Settlement Agreement.

12 14. The Court approves and orders the payment in the amount of \$30,000.00 (75% of
13 \$40,000) from the Gross Settlement Amount to the California Labor Workforce Development
14 Agency for penalties arising under the Private Attorneys General Act of 2004 ("PAGA"). The
15 remaining \$10,000.00 (25% of \$40,000) shall be distributed to PAGA Members as set forth in the
16 Settlement Agreement.

17 15. The Court also hereby approves and orders payment from the Gross Settlement
18 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
19 ILYM Group, Inc. in the amount of \$11,325.00.

20 16. The Court hereby approves and orders payment of individual settlement payments
21 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
22 forth in the Settlement Agreement.

23 17. The Court also hereby approves and orders that any checks distributed from the
24 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
25 days after being issued will be transferred to the California State Controller's Office pursuant to
26 California Civil Code § 1500 and held in trust for such Settlement Class Members. As such, no
27 "unpaid residue" under CCP § 384 will result from the settlement.

28 7. Provided the Settlement becomes effective under the terms of the Settlement

1 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
2 Individual Settlement Payments, Attorneys' Fees and Costs, and Enhancement Payments is as set
3 forth in the Settlement Agreement.

4 8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
5 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
6 of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
7 Released Parties. In entering into the Agreement, Defendant does not admit, and specifically
8 denies, it has violated any federal, state, or local law; violated any regulations or guidelines
9 promulgated pursuant to any statute or any other applicable laws, regulations or legal
10 requirements; breached any contract; violated or breached any duty; engaged in any
11 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
12 employees. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the
13 negotiations connected with it, shall be construed as an admission or concession by Defendant of
14 any such violations or failures to comply with any applicable law. Except as necessary in a
15 proceeding to enforce the terms of the Settlement Agreement, the Settlement Agreement and its
16 terms and provisions shall not be offered or received as evidence in any action or proceeding to
17 establish any liability or admission on the part of Defendant or to establish the existence of any
18 condition constituting a violation of, or a non-compliance with, federal, state, local or other
19 applicable law.

20 9. Without affecting the finality of this Judgment, the Court shall retain continuing
21 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
22 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
23 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
24 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
25 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
26 shall be presented to the Court for resolution.

27 10. A final report on the disbursement of settlement payments shall be filed following
28 the expiration of uncashed settlement payments.

1 11. Plaintiffs shall file and serve formal Notice of Entry of Judgment including Notice
2 to the California Labor and Workforce Development Agency (LWDA).
3

4 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

5
6 DATED: 12/09/2021



Hon. Carolyn Kuhl Carolyn B. Kuhl / Judge
JUDGE OF THE SUPERIOR COURT