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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE - CIVIL COMPLEX CENTER  
[CLASS/PAGA ACTION]**

<p>TROY FERRER, individually, and on behalf of all others similarly situated;</p> <p style="text-align: center;">Plaintiffs</p>	<p>CASE: 30-2016-00842944-CU-OE-CXC CLASS-PAGA ACTION JUDGE: Hon. Layne H. Melzer DEPT: CX-102</p>
<p style="text-align: center;">vs.</p>	<p><b>[ ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS-PAGA ACTION SETTLEMENT; AWARD OF ADMINISTRATIVE EXPENSES; AWARD OF ATTORNEYS’ FEES AND COSTS; AND APPROVAL OF CLASS REPRESENTATIVE SERVICE AWARD; AND JUDGMENT THEREON</b></p>
<p>EASTER SEALS SOUTHERN CALIFORNIA, INC., a California corporation; and DOES 1 through 25, inclusive;</p>	<p><b>(RELATED TO ROA 584)</b></p>
<p style="text-align: center;">Defendant</p>	<p>Complaint: 3-25-2016 Hearing: April 3, 2025 Time: 2:00 P.M. Dept: CX-102</p>

TO THE HONORABLE COURT, ALL PARTIES, AND ATTORNEYS OF RECORD:  
On April 3, 2025, at 2:00 p.m., in Department CX-102 of the Orange County Superior Court – Civil Complex Center, Plaintiff and conditionally approved Class-PAGA Representative, TROY

1 FERRER’S Motion for Final Approval of Class-PAGA Action Settlement came on regularly for  
2 hearing in connection with the above-captioned putative Class-PAGA Action.

3 At said hearing, Class-PAGA Counsel, Robert W. Skripko, Jr., of the Law Office of  
4 Robert W. Skripko, Jr., PC, and Arash Alizadeh, of the Alizadeh Employees Law, Prof. Corp.,  
5 appeared on behalf of Plaintiff and provisionally certified Class-PAGA Representative, TROY  
6 FERRER (“Plaintiff” or “Class-PAGA Representative”) and the conditionally approved Class and  
7 PAGA members. Pavneet Singh Mac, of NOSSAMAN LLP, appeared on behalf of Defendant,  
8 EASTER SEALS SOUTHERN CALIFORNIA, INC. (“ESSC” or “Defendant”).

9 Upon review of the Notice of Motion for Final Approval of Amended Class-PAGA Action  
10 Settlement, the Memorandum of Points and Authorities, the respective Declarations and  
11 Supplemental Declarations of Plaintiff and Class-PAGA Representative, Troy Ferrer, Class-PAGA  
12 Counsel, Robert W. Skripko, Jr., Arash Alazideh, and former counsel, Peter Beck, and the exhibits  
13 thereto, filed in connection with both this motion and Plaintiff’s Motion for Preliminary Approval of  
14 Class-PAGA Action Settlement, the declarations of settlement administrator, CPT Group, Inc.  
15 Supervising Case Manager, Jennifer Forst, and the exhibits thereto, the Amended Class-PAGA  
16 Action Settlement Agreement, as well as the Notice of Class Action Settlement, the records and files  
17 in this action, and oral argument from counsel, the Court finds on a final basis as follows:

18 **IT IS HEREBY ORDERED:**

19 1. The Court’s hereby issues an Order Granting Plaintiff’s Motion for Final Approval of  
20 the Class-PAGA Action Settlement, and the corresponding request for approval of the proposed Class  
21 Representative service award, consideration for Plaintiff’s provision of both a general release and  
22 waiver of his rights pursuant to Civil Code §1542 as to Defendant, attorneys’ fees and costs,  
23 administration costs, Private Attorneys General Act (“PAGA”) allocation, and the terms and  
24 conditions of the parties’ Amended Class-PAGA Action Settlement Agreement, attached as Exhibit  
25 “2” to the Supplemental Declaration of Robert W. Skripko, Jr. in Support of Motion for Preliminary  
26 Approval of Class-Paga Action Settlement (ROA 547) (the “Amended Settlement Agreement”),  
27 which are incorporated herein by this express reference as though fully set forth. Unless otherwise  
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1 provided herein, all capitalized terms used herein shall have the same meaning as defined in the  
2 Amended Settlement Agreement.

3 2. Based upon the admissible and relevant evidence submitted, disregarding all  
4 inadmissible and/or irrelevant evidence, making all reasonable inferences based thereon, as well as  
5 application of controlling statutory authority and applicable case law, the Court finds that the  
6 proposed Class-PAGA Settlement is fair, adequate, and reasonable.

7 3. Plaintiff's investigation and discovery were sufficient to allow him and the Court to  
8 make a proper evaluation and compromise of the claims in this action.

9 4. The elements of class certification have been met in this case, including, but not  
10 limited to: (a) the proposed Class is sufficiently numerous, as there are 1,838 Participating Class  
11 Members and 1,472 PAGA Members; (b) Participating Class Members and PAGA Members are  
12 identifiable from Defendant's records; (c) Participating Class Members share common questions of  
13 law and fact because they were allegedly subject to the same wage-and hour policies and practices;  
14 (d) the named Plaintiff's claims are typical of the Class in that they worked for Defendant during the  
15 class period, were employed with Defendant in positions which fall within the definition of that of the  
16 Class, and experienced the same wage-and-hour policies and practices as that to which their fellow  
17 Participating Class Members were allegedly subject; (e) the named Plaintiff and Class-PAGA  
18 Counsel have shown they are adequate to represent the non-named Class Members; and (f) given the  
19 relative size of the individual claims, a class action appears to be superior method to adjudicate the  
20 claims of the Participating Class Members rather than separate actions by individual Class Members.

21 5. For purposes of the settlement, the Court finds that the proposed Class is ascertainable  
22 and that there is a sufficiently well-defined community of interest among the members of the Class in  
23 questions of both law and fact.

24 6. The Court hereby further Orders on the terms and conditions of the Class-PAGA  
25 Action Settlement as set forth in the Amended Settlement Agreement (the "Amended Settlement  
26 Agreement") as follows:

27 7. **CLASS DEFINITION:** Based thereon, the Court hereby certifies the Class, defined  
28 as follows: all non-exempt individuals who worked for ESSC in California as a Job Coach, Life

1 Coach, Life Skills Coach, Life Skills Coach I or 1, Life Skills Coach II or 2, and/or Life Skills Coach  
2 Floater, during the Class Period.

3 8. **PAGA MEMBER:** means each Class Member who worked for ESSC during the  
4 PAGA Period.

5 9. **CLASS PERIOD:** The “Class Period” is hereby identified as the period from March  
6 25, 2012 to March 31, 2023.

7 10. **PAGA PERIOD:** The “PAGA Period” is hereby identified as the period from March  
8 26, 2015 to March 31, 2023.

9 11. **CERTIFICATION OF CLASS REPRESENTATIVES AND COUNSEL:** For  
10 purposes of the settlement, the Court approves named Plaintiff, TROY FERRER to continue to serve  
11 as a Class-PAGA Representative; and Robert W. Skripko, Jr., of the Law Office of Robert W.  
12 Skripko, Jr., PC, and Arash Alizadeh, of the Alizadeh Employees Law, Prof. Corp., to continue to  
13 serve as Class-PAGA Counsel.

14 12. **NOTICE APPROVAL:** The Court approves, as to form and content, the Notice of  
15 Proposed Class-PAGA Action Settlement (“Settlement Notice”) which was attached as Exhibit “A”  
16 to the Declaration of Supervising Case Manager for CPT Group, Inc. (“Cpt”) Jennifer Forst With  
17 Respect to Settlement Administration and Class Notice.

18 13. The Court finds that the Settlement Notice to the Class regarding the pendency of the  
19 action, this settlement, and the methods of giving notice to members of the Class, constituted the best  
20 notice practicable under the circumstances and constituted valid, due, and sufficient notice to all  
21 members of the Class. The Settlement Notice complies fully with the requirements of California  
22 Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court 3.766 and  
23 3.769, the respective Constitutions of the State of California and the United States of America, and  
24 other applicable law.

25 14. The Court finds that the terms of the Class-PAGA Action settlement, as set forth in the  
26 Amended Settlement Agreement, were made in good faith, and constitute a fair, reasonable and  
27 adequate compromise of the Released Claims against the Released Parties.

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1           15.     **RELEASE BY PARTICIPATING CLASS MEMBERS:** As expressly set forth in  
2 provision 5.2 of the Amended Settlement Agreement, all Participating Class Members, on behalf of  
3 themselves and their respective former and present representatives, agents, attorneys, heirs,  
4 administrators, successors, and assigns, release Released Parties from: (i) all claims that were alleged,  
5 or reasonably could have been alleged, based on the Class Period facts stated in the Operative  
6 Complaint (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement,  
7 Participating Class Members do not release any other claims, including claims for vested benefits,  
8 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,  
9 disability, social security, workers’ compensation, or claims based on facts occurring outside the  
10 Class Period. (the “Released Class Claims”)

11           16.     The following individuals have timely opted out of Class-PAGA Action Settlement  
12 and, as such, are not Participating Class Members, as that term is defined in provision 1.37 of the  
13 Amended Settlement Agreement: Edarena Ruacho, Ana Cortez, Darryl Thomas and Jen J.  
14 Buenaventura. Accordingly, said individuals are not bound by the terms and conditions of the  
15 Amended Settlement Agreement and/or this Order and Judgment thereon, as they relate to the  
16 Released Class Claims. While said individuals have timely opted out of the Class-PAGA Action  
17 Settlement, they remain bound by the terms and conditions of the Amended Settlement Agreement,  
18 and this Order and Judgment thereon, as they relate to the Released PAGA Claims identified in  
19 provision 17 herein.

20           17.     **RELEASE BY PAGA MEMBERS:** As expressly set forth in provision 5.3 of the  
21 Amended Settlement Agreement, all PAGA Members are deemed to release, on behalf of themselves  
22 and their respective former and present representatives, agents, attorneys, heirs, administrators,  
23 successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or  
24 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative  
25 Complaint, and the PAGA Notice. (“Released PAGA Claims”).

26           18.     **RELEASED PARTIES:** As expressly set forth in provision 1.44 of Amended  
27 Settlement Agreement, the “Released Parties” means ESSC and each of its former and present  
28 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

1           19. In accordance with provision 5.2 of the Amended Settlement Agreement, upon the  
2 Administrator’s issuance of the Individual Class Payments to the Participating Class Members as  
3 provided for herein, and except as to such rights or claims as may be created by this Agreement, all  
4 Participating Class Members fully release and forever discharge the Released Parties from all  
5 Released Class Claims during the Class Period.

6           20. **ADMINISTRATOR AND COSTS:** The Court approves CPT Group, Inc. (“CPT”) to  
7 continue to administrate the proposed Settlement in this action (the “Administrator”). The Court  
8 hereby approves the Administrator’s cost in the amount of \$17,250.

9           21. The Administrator shall be paid the cost of administration of the settlement from the  
10 Gross Settlement Sum as set forth in the Amended Settlement Agreement.

11           22. **CLASS REPRESENTATIVE ENHANCEMENT:** The Court hereby approves a  
12 Service Award to Plaintiff in the amount of \$10,000. Payment of the Service Award will be paid by  
13 the Administrator from the Gross Settlement Sum as set forth in the Amended Settlement Agreement.

14           23. **CLASS COUNSEL ATTORNEYS’ FEES AND COSTS:** The Court hereby awards  
15 Class Counsel attorneys' fees in the total amount of \$1,011,778.40, which is approximately thirty-  
16 three percent of the Gross Settlement Sum. In addition, the Court awards Class-PAGA Counsel  
17 reimbursement of their costs totaling \$20,626.70 (RWS: \$13,121.95; AA: \$6,070.08; PB: \$1,434.67).  
18 Class Counsels’ attorneys' fees and costs will be paid by the Administrator from the Gross Settlement  
19 Sum as set forth in the Amended Settlement Agreement.

20           24. In approving the payment of attorneys’ fees, the Court finds that the Settlement  
21 conferred a significant benefit on the Class and the necessity and financial burden of private  
22 enforcement of California labor laws makes an attorney fee award to Class Counsel appropriate.

23           25. The amount of this award is based on the lodestar analysis, consideration of a  
24 reasonable multiplier to reflect the contingent nature for recovery of attorneys’ fees in prosecution of  
25 this Class-PAGA action, for awarding reasonable attorney’s fees and is reasonable, fair, and justified.

26           26. In setting an award of attorneys’ fees and costs, this Court has considered the  
27 following factors: (a) the time and labor required; (b) preclusion of other employment; (c) the  
28 contingent nature of the cases; (d) the experience, reputation and ability of Class Counsel and the

1 skill they displayed in the litigation; (e) the reasonable hourly rate of attorneys' fees assessed by  
2 Class Counsel associated with prosecution of this Class Action, to wit: Robert W. Skripko, Jr., Esq.:  
3 \$875, Arash Alizadeh: \$525; and Peter Beck: \$650; (f) the results achieved and benefits conferred on  
4 the Class; and (g) the reaction of Plaintiff and the Participating Class Members. (See, e.g. *Serrano v.*  
5 *Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810 fn. 21.

6 27. **PRIVATE ATTORNEYS GENERAL ACT ALLOCATION:** The Court hereby  
7 approves the allocation of PAGA penalties in the amount of \$55,000, seventy-five (75%) or \$41,250  
8 of which will be paid to the Labor and Workforce Development Agency ("LWDA"), and twenty-five  
9 percent (25%) or \$13,750 which will be paid by the Settlement Administrator out of the Gross  
10 Settlement Sum and distributed to the PAGA Members as set forth in the Amended Settlement  
11 Agreement.

12 28. In accordance with the Amended Settlement Agreement, the employer's share of  
13 payroll taxes will be paid out of the Gross Settlement Sum.

14 29. Pursuant to provision 1.18 of the Amended Settlement Agreement, the "Effective  
15 Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment  
16 on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment  
17 is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to  
18 the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members  
19 objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or  
20 if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment  
21 and issues a remittitur.

22 30. Pursuant to the Amended Settlement Agreement, CPT will deposit the Gross  
23 Settlement Amount into an interest-bearing escrow account, maintained by the Administrator that  
24 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation  
25 section 468B-1. Defendant shall also fund the amounts necessary to fully pay their share of payroll  
26 taxes by transmitting the funds to the Administrator no later than 10 days after the Effective Date.

27 31. **CHECK CASHING DEADLINE:** In accordance with provision 4.1 of th Amended  
28 Settlement Agreement, the Settlement Class shall have one hundred eighty (180) days from the date

1 of the Settlement Administrator’s mailing of their respective individual checks to cash said  
2 instrument. (the “Check Cashing Deadline”) Each individual check issued by the Administrator shall  
3 specifically identify the Check Cashing Deadline on said check.

4 32. In accordance with provision 4.4.3 of the Amended Settlement Agreement, for any  
5 Class Member whose Individual Class Payment check or Individual PAGA Payment check is  
6 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by  
7 such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member  
8 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil  
9 Procedure Section 384, subd. (b). Like all Participating Class Members, said Participating Class  
10 Member remains subject to the terms of this Order and the Judgment entered hereon.

11 33. In accordance with California Rules of Court Rule 3.771(b) and the Amended  
12 Settlement Agreement, the Administrator shall post this Final Order and Judgment on the website  
13 dedicated to this Class-PAGA Action.

14 34. The Court hereby enters final judgment in this case in accordance with the terms of the  
15 Amended Settlement Agreement, Preliminary Approval Order, this Final Approval Order, and Rule  
16 3.769(h) of the California Rules of Court.

17 35. Without affecting the finality of this Order and the Judgment hereon, pursuant to  
18 California Rules of Court, Rule 3.769(h) and California Code of Civil Procedure §664.6, this Court  
19 retains continuing and exclusive jurisdiction over all matters arising out of, or related to this Class-  
20 PAGA Action, the Parties hereto, and all Participating Class Members. Such jurisdiction shall  
21 include, but not be limited to, the interpretation, implementation, administration, and enforcement of  
22 the Amended Settlement Agreement, the determination of all controversies relating thereto, all  
23 Orders entered in connection therewith, as well as enforcement of this Judgment.

24 36. The Court hereby sets a Final Accounting Hearing for January 29, 2026, at 2:00 p.m.,  
25 regarding the status of the settlement administration. Counsel shall submit the final administrator's  
26 report at least fourteen (14) calendar days prior to the Final Accounting hearing regarding the status  
27 of the settlement administration. The final report must include all information necessary for the Court  
28 to determine the total amount of the settlement funds actually paid to Class Members and PAGA




1 Group Members, and the amount of uncashed funds remitted to the State Controller's Unclaimed  
2 Property Fund. If the settlement funds are not completely disbursed by the report deadline, counsel  
3 must request a continuance.

4 37. Plaintiff to give notice of this ruling, including to the LWDA, and file proof of service  
5 within five (5) court days.

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8 Dated: April 15, 2025

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By:  \_\_\_\_\_  
HON. LAYNE H. MELZER  
Judge of the Superior Court

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