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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JAMES PACKES, in a Representative
capacity only, and on behalf of other
members of the general public similarly
situated,

Plaintiff,

v.

SCHOOL OF ROCK LLC, a Delaware
Limited Liability Company; and DOES 1-10,
inclusive

Defendants

CASE NO. 30-2021-01217507-CU-OE-CXC

**[PROPOSED] ORDER: (1) GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND (2) ENTERING
JUDGMENT**

Date: May 5, 2023
Time: 10:00 a.m.
Dept.: CX105
Judge: Hon. Randall J. Sherman

Reservation Number:

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 Plaintiff JAMES PACKES', in a Representative capacity only, and on behalf of other members
3 of the general public similarly situated, Unopposed Motion for Final Approval of (1) Class Action
4 Settlement; (2) Attorneys' Fees and Costs; and (3) Class Representative Enhancement, in the above-
5 captioned matter, came on for hearing before this Court on May 5, 2023 at 10:00 a.m. Sullivan &
6 Yaeckel Law Group, APC appeared on behalf of Plaintiffs and the Class; Lewis, Brisbois, Bisgaard
7 & Smith LLP appeared on behalf of Defendant. On good cause shown, and pursuant to the authority
8 of California statutory and case law, this Court finds that the settlement between Plaintiffs and
9 Defendants was made in good faith and is fair, reasonable and adequate. The Court grants the motion
10 and enters judgment consistent with the following:

11 **IT IS HEREBY ORDERED THAT:**

- 12 1. Plaintiffs' Motion for Final Approval of (1) Class Action Settlement; (2) Attorneys' Fees and
13 Costs; and (3) Class Representative Enhancement Award, is hereby granted.
- 14 2. Pursuant to this Court's Preliminary Approval Order of January 6, 2023 the Notice of Class
15 Action Settlement (the "Class Notice") was sent to the Class, which was previously certified
16 in this Court's Preliminary Approval Order, in the manner specified by the parties Joint
17 Stipulation of Class & PAGA Action Settlement and Release ("Settlement Agreement."). (The
18 Settlement Agreement is on file with the Court's Register of Actions # 31 as **Exhibit 1.**) The
19 Class Notice informed the Class of the terms of the Settlement, their right to receive their
20 proportional share of the Settlement by not opting out, their right to request exclusion, and their
21 right to object to the Settlement. Adequate periods of time were provided by each of these
22 procedures.
- 23 3. Out of a total of 126 Class Members who were sent notice, One (1) has requested exclusion
24 and "Opted-Out" of the settlement.
- 25 4. Zero (0) members of the Class objected to the Settlement.
- 26 5. The Court finds and determines that this notice procedure afforded adequate protections to
27 Class Members and fully and accurately informed the class of all material aspects of the
28 settlement. The Court finds and determines that the notice provided in this case was the best

notice practicable, which satisfied the requirements of law and due process.

6. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to each Class Member. The Class Members who have not expressly sent a request for exclusion (“Opt-Out”), will be bound by the Settlement. All PAGA Members will be bound by the Settlement. The Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

7. The Court finds and determines that the Settlement sums to be paid to the Class Members as provided for by the Settlement are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made to the Class Members in accordance with the terms of the Settlement.

8. The Court finds the payment of \$18,000.00 (75% Share of \$24,000.00 allocation) to the Labor and Workforce Development Agency (“LWDA”) in settlement of the LWDA’s share of the penalties alleged by Plaintiff and compromised under the Settlement is fair and reasonable.

9. The Court finds and determines that the Class Representative Enhancement Payment to Plaintiff, James Packes, in the sum of \$5,000.00 in consideration for his service as the Class Representative, is fair and reasonable. The Court hereby gives final approval to and orders that the payment of the Enhancement be paid as provided by the Settlement Agreement.

10. The Court finds and determines that the total payment to the Claims Administrator, CAC Services Group LLC, in the sum of \$4,275.05 for claims administration expenses in completing its duties pursuant to the terms of the Settlement is fair and reasonable. The Court hereby gives final approval to and orders that the payment of said amount be paid from the as provided for by the Settlement Agreement.

11. The Court finds and determines that the payment of \$80,000.00 as Class Counsel’s Attorney’s Fees and request for \$9,165.17 for costs of litigation, is fair and reasonable. The Court hereby gives final approval to and orders those amounts be paid to the Sullivan & Yaeckel Law Group, APC, out of the total settlement amount in accordance with the terms of the Settlement Agreement.

12. All “Released Claims” against Defendants by the “Class Members”(as these terms are defined

1 the parties' Settlement Agreement) that have been, or might have been, asserted by any Class
2 Member who did not timely submit a Request for Exclusion, in accordance with the terms of
3 the Settlement Agreement, are hereby released, and all such Class Members shall be forever
4 barred from pursuing any of the Released Claims as set forth in the Settlement Agreement
5 against the Released Parties.

6 13. Accordingly, the Court enters this judgment consistent with the above and the parties'
7 Settlement Agreement.

8 14. Pursuant to California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the
9 parties to enforce this judgment.

10
11 **IT IS SO ORDERED.**

12 Dated: _____

13 _____
14 HON. RANDALL J. SHERMAN
15 JUDGE OF THE SUPERIOR COURT
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