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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF RIVERSIDE

14 ERIC HARROLD, an individual, on behalf of
15 himself, and on behalf of all persons similarly
16 situated,

17 Plaintiffs,

18 v.

19 SPARTAN EDUCATION GROUP, LLC, a
20 Limited Liability Corporation, and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE NO.: CVRI2300320

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: July 30, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

Action Filed: January 19, 2023

Trial Date: Not set

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FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Eric Harrold (“Plaintiff”) for an order finally approving
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Spartan
3 Education Group, LLC (“Defendant”), attorneys’ fees and costs, service payment, and the fees and
4 expenses of the Administrator duly came on for hearing on July 30, 2024 before the Honorable
5 Harold Hopp. The Class Action and PAGA Settlement Agreement is attached as Exhibit #2 to the
6 Declaration of Norman Blumenthal filed on July 3, 2024.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

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

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13 2. This Court has jurisdiction over the subject matter of this litigation pending before
14 the California Superior Court for the County of Riverside, and over all Parties to this litigation,
15 including the Class.

16 3. Based on a review of the papers submitted by Plaintiff and a review of the
17 applicable law, the Court finds that the Gross Settlement Amount of \$400,000 and the terms set
18 forth in the Agreement are fair, reasonable, and adequate.

19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

26 5. On March 8, 2024, the Court granted preliminary approval of the Settlement. At
27 this same time, the Court approved conditional certification of the Class for settlement purposes

1 only.

2 **Notice to the Class**

3 6. In compliance with the Preliminary Approval Order, the Court-approved Class
4 Notice was mailed by first class mail to members of the Class at their last known addresses on or
5 about April 19, 2024. Mailing of the Class Notice to their last known addresses was the best
6 notice practicable under the circumstances and was reasonably calculated to communicate actual
7 notice of the litigation and the proposed settlement to the Class. The Class Notice fully and
8 accurately informed the Class Members of all material elements of the proposed Settlement and of
9 their opportunity to object to or comment thereon or to seek exclusion from the Class; was valid,
10 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
11 California, the United States Constitution, due process and other applicable law. The Class Notice
12 fairly and adequately described the Settlement and provided adequate instructions and a variety of
13 means to obtain additional information.

14 7. The deadline for opting out of the Class or submitting written objections to the
15 Settlement was June 18, 2024, which for re-mailings was extended by 14 days. There was an
16 adequate interval between notice and the deadline to permit Class Members to choose what to do
17 and act on their decision. A full opportunity has been afforded to the Class Members to
18 participate in this hearing, and all Class Members and other persons wishing to be heard have been
19 heard. Class Members also have had a full and fair opportunity to exclude themselves from the
20 Class. Accordingly, the Court determines that all Class Members who did not timely and properly
21 submit a request for exclusion are bound by the Settlement and this Final Approval Order and
22 Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before Louis Marlin, a respected and experienced mediator of

1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiff and his counsel's investigation and discovery have been sufficient
4 to allow the Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. Only two (2) requests for exclusion were received.

9 e. The participation rate was high. 184 Class Members will be mailed a
10 settlement payment, representing 99.45% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of the
14 Released Class Claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$133,333 for attorneys' fees, representing one-third (1/3) of the Gross
20 Settlement Amount, and \$24,345.63 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for Class Representative Service Payment of not more
26 than \$15,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$15,000 to the Plaintiff is reasonable in light of
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1 the risks and burdens undertaken by the Plaintiff in the litigation and for the time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payments to be made to the
5 Class Members and Allegedly Aggrieved Employees, transmit payment for attorneys' fees and
6 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff,
7 distribute the LWDA PAGA Payment, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$6,500 in fees and expenses, and this amount is reasonable in light
10 of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for a PAGA Penalties payment out of the Gross
13 Settlement Amount of \$10,000, which shall be allocated \$7,500 to the LWDA as the LWDA's
14 75% share of the settlement of civil penalties paid pursuant to the PAGA and \$2,500 to be
15 distributed to the Allegedly Aggrieved Employees based on their respective PAGA Pay Periods
16 worked during the PAGA Period. The Court finds this PAGA Penalties payment to be reasonable.
17 All Allegedly Aggrieved Employees will be sent their Individual PAGA Payment and will be
18 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
19 of the Settlement. "Aggrieved Employees" are all individuals who were employed by Defendants
20 in California and classified as a non-exempt employee at any time during the PAGA Period
21 (November 1, 2021 through January 5, 2024). Pursuant to Labor Code section 2699, subdivision
22 (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has
23 indicated no objection thereto. The Court finds the PAGA Penalties to be reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 1. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who were employed by Defendant in California and classified as a
4 non-exempt employee at any time during the Class Period, excluding those
5 employees who signed severance agreements (January 19, 2019 through January 5,
6 2024).

7 2. All persons who meet the foregoing definition are members of the Class, except for
8 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The two
9 individuals who requested exclusion are Daniel Elbert Thompson and Oshan Ruiz.

10 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class.

12 4. The envelopes containing the settlement distributions to Class Member shall bear
13 the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” The
14 settlement distribution checks shall be valid for 180 from the date of mailing. The Settlement
15 Administrator shall mail a reminder postcard to any Class Member whose check has not been
16 negotiated withing 60 days after the date of mailing. If (i) any of the Class Members are current
17 employees of the Defendant, (ii) the distribution mailed to those Class Members is returned to the
18 Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid
19 mailing address, the Administrator shall arrange with the Defendant to have those distributions
20 delivered to the Class Members at their place of employment. The settlement distribution shall
21 include notification of the entry of judgment in the envelope which shall read as follows: “Please
22 be advised that on _____, 2024, the Court entered judgment in this action, *Harrold v.*
23 *Spartan Education Group*, Case No. CVRI2300320, and a copy of the Judgment can be found by
24 going to the Administrator’s website at <<_____>>..

25 5. Class Counsel are awarded attorneys' fees in the amount of \$133,333 and costs in
26 the amount of \$24,345.63. Class Counsel shall not seek or obtain any other compensation or
27 reimbursement from Defendant, Plaintiff or members of the Class.

1 6. The payment of the Class Representative Service Payment in the amount of
2 \$15,000 to the Plaintiff is approved.

3 7. The payment of \$6,500 to the Administrator for their fees and expenses is
4 approved.

5 8. The PAGA Penalties payment of \$10,000 is approved and shall be allocated in
6 accordance with the Agreement.

7 9. Neither the Agreement nor this Settlement are not an admission by Defendant, nor
8 is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or
9 of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than
10 for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor
11 any document referred to herein, nor any action taken to carry out the Agreement is, may be
12 construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or
13 liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
14 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
15 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
16 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
17 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
18 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
19 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or
20 Released PAGA Claims.

21 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
22 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
23 and Judgment shall be posted on Administrator's website as set forth in the Class Notice to the
24 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
25 to individual Class Members.

26 11. If the Agreement does not become final and effective in accordance with the terms
27 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
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1 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
2 revert to their respective positions as of before entering into the Agreement, and expressly reserve
3 their respective rights regarding the prosecution and defense of this Action, including all available
4 defenses and affirmative defenses, and arguments that any claim in the Action could not be
5 certified as a class action and/or managed as a representative action.

6
7 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

8 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
9 Plaintiff, Class Members, and Allegedly Aggrieved Employees, shall take nothing in the Action.

10 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
11 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
12 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
13 arising from or in connection with the distribution of settlement benefits.

14 3. Each party shall bear its own attorneys' fees and costs, except as otherwise
15 provided in the Agreement and in this Final Approval Order and Judgment.

16 4. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, all Participating Class Members, on behalf of themselves and their respective former
19 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
20 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
21 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
22 Operative Complaint which occurred during the Class Period. Participating Class Members do not
23 release any other claims, including claims for vested benefits, wrongful termination, violation of
24 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
25 workers' compensation, or claims based on facts occurring outside the Class Period.

26 5. Effective on the date when Defendant fully funds the entire Gross Settlement
27 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class

1 Payments, Plaintiff and the LWDA are deemed to release, on behalf of themselves and their
2 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
3 and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA
4 Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been
5 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which
6 occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
7 claims, any Allegedly Aggrieved Employees’ claim for individual wages or damages, claims for
8 wrongful termination, discrimination, unemployment insurance, disability, social security,
9 workers’ compensation, and PAGA claims outside of the PAGA Period.

10 6. As used herein, the “Released Parties” are: Defendant and Defendant’s officers,
11 directors, employees, shareholders, and agents.

12 7. Effective on the date when Defendant fully funds the entire Gross Settlement
13 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments, Plaintiff and his or her respective former and present spouses, representatives, agents,
15 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
16 Parties from all claims, transactions, or occurrences that occurred during the Class Period as set
17 forth fully in the Agreement (“Plaintiff’s Release”).

18 8. A non-appearance compliance hearing is set for May 20, 2025 at 8:30 a.m. with the
19 report from the Administrator to be filed no later than May 13, 2025.

20 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

21
22 Dated: _____

23 _____
24 HON. HAROLD W. HOPP
25 JUDGE, SUPERIOR COURT OF CALIFORNIA
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FINAL APPROVAL ORDER AND JUDGMENT