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FILED
Superior Court of California
County of Los Angeles
02/05/2025
David W. Stoyko, Executive Officer / Clerk of Court
By: V. Salas Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

AARICA BRITTANY, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

FOLLETT HIGHER EDUCATION
GROUP, LLC; FOLLETT HIGHER ED
GROUP, LTD; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 23STCV21385

*Assigned for All Purposes to:
Judge Allison L. Westfahl Kong
Dept. H*

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING JUDGMENT**

Date: February 05, 2025
Time: 9:00 a.m.
Dept: H

1 The motion of Plaintiff Aarica Brittany (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Action Settlement Agreement (“Agreement”) with Defendant Follett Higher
3 Education Group, LLC (“Defendant”), duly came on for hearing on February 5, 2025, before the
4 Honorable Allison L. Westfahl Kong.

5 **I. FINDINGS**

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

- 8 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 9 2. This Court has jurisdiction over the subject matter of this litigation pending before
10 the California Superior Court for the County of Los Angeles, and over all Parties to this litigation,
11 including the Class and the Aggrieved Employees.
- 12 3. Based on a review of the papers submitted by Plaintiff and a review of the applicable
13 law, the Court finds that the Gross Settlement Amount of Two Million One Hundred Thousand
14 Dollars and Zero Cents (\$2,100,000.00) and the terms set forth in the Agreement are fair, reasonable,
15 and adequate.
- 16 4. The Court further finds that the Settlement was the result of arm’s length negotiations
17 conducted after Class Counsel had adequately investigated the claims and became familiar with the
18 strengths and weaknesses of those claims. In particular, the amount of the Settlement, the significant
19 risks relating to certification, liability, and damages issues, and the assistance of an experienced
20 mediator in the settlement process, among other factors, support the Court’s conclusion that the
21 Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

- 23 5. On August 29, 2024, the Court entered the order granting preliminary approval of
24 the Settlement. At this same time, the Court approved conditional certification of the Class for
25 settlement purposes only.

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1 **Notice to the Class**

2 6. In compliance with the preliminary approval order, the Class Notice was mailed by
3 first class mail to members of the Class at their last known addresses on or about October 31, 2024.
4 Mailing of the Class Notice to their last known addresses was the best notice option under the
5 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
6 proposed Settlement to the Class. The Class Notice given to the Class Members fully and accurately
7 informed the Class Members of all material elements of the proposed Settlement and of their
8 opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid,
9 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
10 California, the United States Constitution, due process and other applicable laws. The Class Notice
11 fairly and adequately described the Settlement and provided Class Members adequate instructions
12 and a variety of means to obtain additional information.

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

22 **Fairness Of Settlement**

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

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during two separate all-day mediations and follow-up settlement discussions with Kristin
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1 Rizzo, Esq., a respected and experienced mediator of wage and hour class actions. There has been
2 no collusion between the Parties in reaching the proposed Settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the Court
4 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. Zero
8 objections were received. Two requests for exclusion were received.

9 e. The participation rate was high. 4,945 Class Members will be mailed a
10 Settlement Share, representing 99.96% 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 Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays which
15 would ensue from continued prosecution of the Action.

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

18 **Attorneys' Fees and Costs**

19 11. An award of \$700,000.00 for attorneys' fees, representing one-third (1/3) of the
20 Gross Settlement Amount, and \$18,501.82 for litigation costs and expenses, is reasonable, in light
21 of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$15,000 to the Plaintiff, subject to the Court's approval. The Court finds that a 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, for her time and effort in bringing
2 and prosecuting this matter on behalf of the Class, and for her execution of a general release.

3 **Settlement Administration Expenses**

4 13. The Settlement Administrator shall calculate and administer the payments to be made
5 to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payment to the Plaintiff, distribute the PAGA Penalties, issue any
7 required tax reporting forms, calculate withholdings and perform other remaining duties set forth in
8 the Agreement. The Settlement Administrator has documented \$28,500 in fees and expenses, and
9 this amount is reasonable in light of the work performed by the Settlement Administrator.

10 **PAGA Payment**

11 14. The Agreement provides for a PAGA Payment of \$50,000 to be deducted out of the
12 Gross Settlement Amount, which shall be allocated \$37,500 to the Labor Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid pursuant to
14 the PAGA and \$12,500 to be distributed to the Aggrieved Employees based on their respective pay
15 periods worked during the PAGA Period (July 3, 2022 to July 24, 2024). Aggrieved Employees are
16 all individuals who are or previously were employed by Defendant in California who were classified
17 as hourly, non-exempt employees at any time during the PAGA Period. All Aggrieved Employees
18 will be sent their Individual PAGA Payment and will be subject to the release of the Released PAGA
19 Claims as set forth below, whether or not they opt out of the Settlement.

20 **II. ORDERS**

21 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

22 1. The certification of the Class for the purposes of Settlement is confirmed. The Class
23 is defined as follows:

24 All individuals who are or previously were employed by Defendant in California
25 who were classified as hourly, non-exempt employees at any time during the Class
Period (December 20, 2018 through July 24, 2024).

26 2. All persons who meet the foregoing definition are members of the Class, except for
27 those individuals who filed a valid request for exclusion ("opt out") from the Class. The following
28 individuals timely requested exclusion: Merlyn Aquino and Karin Shaffer.

FINAL APPROVAL ORDER AND JUDGMENT

1 3. The Agreement is hereby finally approved as fair, reasonable, and adequate, and in
2 the best interests of the Class.

3 4. Class Counsel are awarded attorneys' fees in the amount of \$700,000.00 and costs
4 in the amount of \$18,501.82. Class Counsel shall not seek or obtain any other compensation or
5 reimbursement from Defendant, Plaintiff or members of the Class.

6 5. The payment of the Class Representative Service Payment in the amount of
7 \$15,000.00 to the Plaintiff is approved.

8 6. The payment of \$28,500.00 to the Settlement Administrator for its fees and expenses
9 is approved.

10 7. The PAGA Payment of \$50,000.00 is approved and shall be allocated in accordance
11 with the Agreement.

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

26 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
27 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
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1 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
2 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
3 to individual Class Members.

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

11 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

12 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
13 Plaintiff, and all members of the Class, shall take nothing in the Action.

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

18 3. The Parties are authorized to agree to and adopt such amendments, modifications and
19 expansions of the Agreement and all exhibits attached thereto, which are consistent with this Final
20 Approval Order and Judgment and as approved by the Court.

21 4. Each Party shall bear her/its own attorneys' fees and costs, except as otherwise
22 provided in the Agreement and in this Final Approval Order and Judgment.

23 5. As of the Effective Date, all Participating Class Members, on behalf of themselves
24 and their respective representatives, agents, attorneys, heirs, administrators, successors and assigns,
25 shall fully, finally and forever release and discharge Defendant and all Released Parties from any
26 and all causes of action, claims, rights, damages (including punitive, statutory or liquidated
27 damages), penalties, liabilities, restitution, attorneys' fees, costs, expenses, interest and losses
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1 alleged in the operative Complaints in the Actions or which could reasonably have been alleged in
2 the operative Complaints in the Actions under federal, state, local or common law or at equity, based
3 on the facts alleged in the operative Complaints during the Class Period, including: (i) all claims for
4 unpaid overtime; (ii) all claims for unpaid minimum wages; (iii) all claims for meal and rest break
5 violations; (iv) all claims for the failure to timely pay wages during employment or upon termination
6 based on the preceding claims; (v) all claims for the failure to reimburse for necessary business
7 expenses; (vi) all claims for wage statement violations based on the preceding claims; and (vii) all
8 claims asserted through California Business & Professions Code §§ 17200, et seq.

9 6. As of the Effective Date, the State of California and all Aggrieved Employees, on
10 behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators,
11 successors and assigns, shall fully, finally and forever release and discharge Defendant and all
12 Released Parties from those PAGA claims pled or could have been pled based on the factual
13 allegations contained in the Operative Complaint and PAGA letter sent by Plaintiff that occurred
14 during the PAGA Period as to the Aggrieved Employees (“Released PAGA Claims”). The release
15 of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of
16 whether an Aggrieved Employee submitted a request for an exclusion from the Class.

17 7. As of the Effective Date, Plaintiff, on behalf of herself and her respective
18 representatives, agents, attorneys, heirs, administrators, successors and assigns, fully, finally and
19 forever releases and discharges the Released Parties from any and all claims, transactions,
20 occurrences, rights, damages (including punitive, statutory or liquidated damages), penalties,
21 liabilities, restitution, attorneys’ fees, costs, expenses, interests and losses under federal, state, local
22 or common law, or at equity, whether known or unknown, accrued or unaccrued, asserted or
23 unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution
24 of this Agreement, including but not limited to all claims that were, or reasonably could have been,
25 alleged based on the facts contained, in the Complaints filed in the Actions, the PAGA Notices, or
26 ascertained during the pendency of the Actions, (“Plaintiff’s Released Claims”), as set forth fully
27 in the Agreement.

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

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3 Dated: 02/05/2025



Allison L. Westfahl Kong

Allison L. Westfahl Kong / Judge

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5 HONORABLE ALLISON L. WESTFAHL KONG
6 JUDGE OF THE SUPERIOR COURT