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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By L. McAlister ,Deputy Clerk

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN DIEGO
11

12 JONATHAN B. FERRINI, individually, and on
behalf of all others similarly situated,

13 *Plaintiff,*

14
15 vs.

16 ALLIED SCHOOL, LLC, a limited liability
17 company; AMERICAN SCHOOL OF REAL
18 ESTATE EXPRESS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

19 *Defendants.*

Case No.: 37-2022-00031845-CU-OE-CTL

[Assigned for all purposes to the Hon. Robert C.
Longstreth, Dept. 65]

CLASS ACTION

**~~AMENDED [PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 15, 2024
Time: 8:30 a.m.
Courtroom: Dept. C-65
Judge: Hon. Robert C. Longstreth

Action Filed: August 10, 2023
Trial Date: Not Set

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

2 This matter came on for hearing on November 15, 2024, upon Plaintiff's Motion for Final
3 Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND
4 PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement" or "Settlement").
5 (See Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class and
6 Representative Action Settlement ["Leviant Decl."], at Exh. 1.)

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court
9 Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
13 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough
14 investigation and research, and the attorneys for the Parties are able to reasonably evaluate their
15 respective positions. The Court also finds that settlement at this time will avoid additional substantial
16 costs, as well as avoid the delay and risks that would be presented by the further prosecution of the
17 action. The Court finds that the risks of further prosecution are substantial.

18 3. The Parties' Settlement is granted final approval as it meets the criteria for final
19 settlement approval. In granting final approval of the class action settlement the Court has considered the
20 factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v.*
21 *Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706
22 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable, and
23 adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the range of
24 possible approval as fair, adequate and reasonable, and appears to be the product of arm's-length and
25 informed negotiations and to treat all Class Members fairly. The Settlement Class meets the
26 requirements for conditional certification for settlement purposes only under Code of Civil Procedure
27 § 382.

28 4. The Class Notice provided to the Settlement Class conforms with the requirements of

1 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
2 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
3 under the circumstances, by providing individual notice to all Class Members who could be identified
4 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
5 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of
6 due process.

7 5. The following persons are certified as Class Members solely for the purpose of entering
8 a settlement in this matter:

9 All persons who contracted with Defendants as Instructors in California during the
10 Class Period (the “Class Period” is the period from August 10, 2018 through May 29,
11 2023). (Settlement, ¶¶ 1.5, 1.12.) “Participating Class Member” means a Class Member
who does not submit a valid and timely Request for Exclusion from the Class portion of
the Settlement. (Settlement, ¶ 1.9, 1.34.)

12 No Class Members requested exclusion from the Class. All Class Members are Participating Class
13 Members and are bound by the Final Approval Order and Judgment in the Action.

14 6. Plaintiff JONATHAN B. FERRINI is appointed as the Class Representative. The
15 Court finds Plaintiff’s counsel is adequate, as they are experienced in wage and hour class action
16 litigation and have no conflicts of interest with absent Class Members, and that they adequately
17 represented the interests of absent class members in the Litigation. Moon Law Group, PC, is appointed
18 Class Counsel.

19 7. All Class Members who worked at any time between August 9, 2021 and May 29,
20 2023, are “Aggrieved Employees” for purposes of distributing the \$5,000.00 as Individual PAGA
21 Payments. Class Members cannot opt out of the release of the PAGA claims and will therefore receive
22 a share of the \$5,000.00, irrespective of whether they are Participating Class Members.

23 8. The Court appoints Phoenix Class Action Administration Solutions, to act as the
24 Settlement Administrator, pursuant to the terms set forth in the Agreement.

25 9. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and
26 compensation to the Class Members shall be implemented pursuant to the terms of the Settlement and
27 this Final Approval Order.

28 10. In addition to any recovery that Plaintiff may receive under the Settlement as a Class

1 Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
2 approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of
3 \$5,000.00.

4 11. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
5 of \$65,000.00. Litigation expenses in the amount of \$15,637.94 to Class Counsel are approved by the
6 Court.

7 12. The Court approves and orders payment in the amount of \$5,000.00 to Phoenix
8 Settlement Administrators, for performance of its services as the Settlement Administrator.

9 13. Upon completion of administration of the Settlement, the Parties shall file a declaration
10 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
11 have been completed.

12 14. The Court sets a ~~non-appearance case review regarding~~ ^{hearing} compliance with all fund
13 distribution requirements under the Settlement for July 11, 2025, at 8:30 a.m., in Dept. C-65 of the
14 above-entitled Court. A Final Report, including any declaration from the Settlement Administrator
15 regarding compliance, shall be filed with the Court no later than July 2, 2025.

16 15. The Court approves and orders payment in the amount of \$15,000.00 to the Labor and
17 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
18 General Act of 2004 (Labor Code § 2698 *et seq.*).

19 16. Once Defendants fully funds the Settlement by paying all amounts due under the
20 Agreement and this Order, the Class Representative and each Putative Class Member will release Class
21 claims as follows:

22 All Participating Class Members, on behalf of themselves and their respective former
23 and present representatives, agents, attorneys, heirs, administrators, successors, and
24 assigns, release Released Parties from (i) all claims that were alleged, or reasonably
25 could have been alleged, based on the Class Period facts stated in the Operative
26 Complaint, including, e.g., failure to pay wages including minimum wages and
27 overtime, failure to provide meal and rest periods, failure to reimburse business
28 expenses, failure to provide wage statements, waiting time penalties, and other
associated penalties, and willful misclassification. Excluded from this portion of the
release are claims for PAGA penalties that were alleged, or reasonably could have been
alleged, based on the PAGA Period facts stated in the Operative Complaint and the
PAGA Notice. Except as set forth in Section 5.3 of this Agreement, Participating Class
Members do not release any other claims, including claims for vested benefits,
wrongful termination, violation of the Fair Employment and Housing Act,

unemployment insurance, disability, social Security, workers' compensation, or claims based on facts occurring outside the Class Period.

(Agreement, ¶ 5.2.)

17. Once Defendants fully funds the Settlement by paying all amounts due under the Agreement and this Order, the Aggrieved Employees will release PAGA claims as follows:

All Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged including willful misclassification, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

(Agreement, ¶ 5.3.)

18. The Parties are ordered to give notice of this final Order and Judgment to the LWDA, pursuant to Labor Code § 2699(1)(3).

19. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth in the Agreement.

20. The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement.

21. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall give notice to the Class of the entry of this Order, and any final judgment entered in this Action, by posting it on its website.

IT IS SO ORDERED.

Dated: 11/22/24


Hon. Robert C. Longstreth
SAN DIEGO SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 South Figueroa Street, 31st Floor, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows ☐ as stated on the attached service list:

Joshua D. Carlon
JCarlon@aallrr.com
Atkinson, Andelson, Loya, Ruud & Romo
201 S. Lake Ave
Suite 300
Pasadena, CA 91101
F: 626-583-8610

Counsel for Defendant

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.
- ☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this court at whose direction the service was made, or I am a member of the bar of this court. Executed this **November 15, 2024**, at Los Angeles, California.

Jill Eaton
Type or Print Name

jill eaton
Signature