

FILED
San Francisco County Superior Court

SEP 18 2017

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

BORIS JAMES DAVISON, individually,
and on behalf of all others similarly
situated,

Plaintiffs,

v.

ACADEMY OF ART UNIVERSITY
FOUNDATION, and DOES 1 through 10,
inclusive,

Defendants.

JORGE TRELLES, on behalf of himself
and all others similarly situated,

Plaintiffs,

vs.

STEPHENS INSTITUTE, a California
Corporation, dba ACADEMY OF ART
UNIVERSITY, and DOES 1-50, inclusive,

Defendants.

CASE NO. CGC-10-497727

CASE NO.: CGC-11-509952

**ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES, COSTS,
ENHANCEMENT AWARD TO CLASS
REPRESENTATIVE, AND PAGA PAYMENT
TO THE STATE OF CALIFORNIA**

Date: September 18, 2017

Time: 9:00 a.m.

Dept: 304

A Motion for an Order Granting Final Approval of Class Action Settlement came before this Court on September 18, 2017. This Action is a class action lawsuit brought by Plaintiff Jorge Trelles against Defendant Stephens Institute dba Academy of Art University ("AAU"). The Parties have reached a Settlement and have submitted for this Court's approval the Joint Stipulation of Class Action Settlement and Release ("Settlement").

1 On May 2, 2017, this Court entered an order granting Plaintiff's Motion for Preliminary
2 Approval of Class Action Settlement in which it preliminarily approved the Class for settlement
3 purposes only; preliminarily approved the proposed Settlement; approved the form, content, and
4 mailing of the Notice packet; appointed the Class Representative and Class Counsel; approved the
5 Settlement Administrator; and set a Settlement implementation schedule, including a Final
6 Approval Hearing.

7 Notice has been given as required by the Preliminary Approval Order, and based on the
8 papers filed in this action, having received no objections to the Settlement, and good cause
9 appearing therefor, it is ordered as follows:

10 1. This Final Approval Order ("Order") incorporates by reference the definitions in
11 the Settlement Agreement ("the Settlement Agreement").

12 2. The Court has jurisdiction over the subject matter of this proceeding and over all
13 Parties to this proceeding, including all Settlement Class Members.

14 3. For purposes of this Settlement only, the Settlement Class is certified and defined
15 as: all Part-Time Instructors who taught at least one live or online class for AAU at any time
16 between April 6, 2007 and February 5, 2017. The Settlement Class does not include the
17 individuals who filed timely and valid requests for exclusion listed in Exhibit B to the Declaration
18 of the Settlement Administrator.

19 4. Notice of the terms of the Settlement, as well of the final approval hearing, was
20 given to Settlement Class Members as set forth in the Preliminary Approval Order and Settlement
21 Agreement. The Notice provided to the Settlement Class constituted the best notice practicable
22 and conformed with the requirements of C.C.P. § 382, C.C. § 1781, CRC 3.766, the California
23 and United States Constitutions, and applicable law. The Notice satisfied the requirements of due
24 process.

25 5. No Class Member objected to the terms of the Settlement.

26 6. The Settlement is fair, reasonable, and adequate. Plaintiff has satisfied the
27 standards and applicable requirements for final approval of this class action Settlement under
28

1 California law, including the provisions of C.C.P. § 382 and CRC 3.769. The Court approves the
2 Settlement and directs the Parties to effectuate the Settlement according to its terms and this
3 Order.

4 7. Upon the Effective Date as defined in the Settlement Agreement, which is today,
5 (a) the Named Plaintiff release, relinquish, and discharge all claims against the Released Parties
6 pursuant to the terms of the Settlement Agreement, and (b) Settlement Class Members release,
7 relinquish, and discharge all claims against the Released Parties pursuant to the terms of the
8 Settlement Agreement.

9 8. The Court confirms Rukin Hyland LLP, Gibbs Law Group LLP, and Gallenberg
10 PC as Class Counsel.

11 9. The Court approves payment to Class Counsel of attorneys' fees in the amount of
12 \$928,500.00 and reasonable costs in the amount of \$31,028.46.

13 10. The Court approves the payment of a service award to Plaintiff Jorge Trelles for
14 his service as Class Representative in the sum of \$6,500, which he shall receive in addition to any
15 recovery to which he is entitled pursuant to the terms of the Settlement.

16 11. Upon entry of this Order, compensation to Settlement Class Members shall be paid
17 pursuant to the terms of the Settlement Agreement.

18 12. The Court approves the payment of \$21,350.00 to Dahl Administration for the
19 costs of administering the Settlement. The payment authorized by this paragraph shall be made in
20 accordance with the terms of the Settlement Agreement.

21 13. The Court approves a payment to the Labor Workforce Development Agency
22 ("LWDA") in the amount of \$75,000.00 for the PAGA penalty due to the LWDA. The payment
23 authorized by this paragraph shall be made in accordance with the terms of the Settlement
24 Agreement.

25 14. Paragraph 24(b) of the Settlement provides that if the total amount of settlement
26 checks negotiated within 180 days of mailing meets or exceeds 95% of the Net Settlement Fund,
27 the remainder sum will be put in a cy pres fund and that, if this provision is triggered, the Parties
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1 agree that the cy pres recipient should be Legal Aid at Work, subject to Court Approval. C.C.P. §
2 384, recently amended, provides for the method of distribution of cy pres awards.

3 15. In light of § 384, the Court concludes that if the cy pres provision described in
4 Paragraph 24(b) of the Settlement is triggered, the remainder sum must be divided as follows: (a)
5 25% will be transmitted to the State Treasury for deposit in the Trial Court Improvement and
6 Modernization Fund; (b) 25% will be transmitted to the State Treasury for deposit into the Equal
7 Access Fund of the Judicial Branch, and (c) the remaining 50% will be transmitted to Legal Aid
8 at Work.

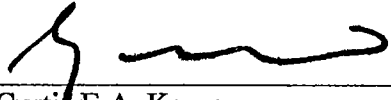
9 16. Not later than May 18, 2018, plaintiffs' counsel must file a final report (with
10 courtesy copy to this Department) showing the final and complete distribution of all funds
11 described in this Order, enclosing a declaration under penalty of perjury from Dahl
12 Administration.

13 17. The Court retains continuing and exclusive jurisdiction under CRC 3.769(h) and
14 C.C.P. § 664.6 as to all matters relating to the interpretation, administration, consummation, and
15 enforcement of the Settlement as provided in the Settlement Agreement and all other matters
16 covered in this Order and Judgment to be entered in this matter.

17 18. Those who have opted out of the Settlement shall be named in the Judgment as
18 having opted-out, shall receive no funds under this Order, and are not bound by the Judgment.

19 19. Upon entry of this Order and the Judgment, except as otherwise provided in the
20 Settlement Agreement and in this Order and the Judgment, the Parties shall bear their own
21 attorneys' fees, costs, and expenses incurred by them in or arising out of the Action.

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23
24 Dated: September 18, 2017


Curtis E.A. Karnow
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, DANIAL LEMIRE, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On **SEP 18 2017**, I electronically served THE ATTACHED DOCUMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **SEP 18 2017**

T. Michael Yuen, Clerk

By: 

DANIAL LEMIRE, Deputy Clerk