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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 GEORGE VAN HEEL, individually, and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 GCA EDUCATION SERVICES, INC.; and
19 ABM INDUSTRIES, INC.,
20 Defendants.

CASE NO. 19STCV44969

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: April 12, 2022
Time: 11:00 a.m.
Dept.: SS6

FILED
Superior Court of California
County of Los Angeles

04/12/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

1 On April 12, 2022, at 11:00 a.m. in Department SS6, the Court heard Plaintiff's Unopposed
2 Motion for Final Approval of Class Action Settlement ("Motion") and Motion for Attorney's Fees
3 and Costs, Administration Costs, and Class Representative Incentive Award. Capitalized terms in
4 this document are as defined in the Amended Joint Stipulation Of Settlement and Release Between
5 Plaintiff, Individually and on Behalf of the Settlement Class, and Defendants ("Settlement" or
6 "Settlement Agreement")

7 Having considered all the papers filed, and other information presented, and based on
8 those papers and information, and GOOD CAUSE appearing, IT IS HEREBY ORDERED that
9 the Motions are GRANTED as follows:

10 1. The Court gives Final Approval to the Settlement, which provides for a settlement
11 payment of \$570,000.00, as fair, reasonable, and adequate as to each of the Parties, and consistent
12 with and in compliance with California law, and directs the Parties and their counsel to implement
13 and consummate the Settlement Agreement in accordance with the Settlement Agreement's terms
14 and provisions. Substantial investigation and research have been conducted such that counsel for
15 the Parties can reasonably evaluate their respective positions. It appears to the Court that Settlement
16 will avoid substantial additional costs by all Parties, and the delay and risk presented by further
17 prosecution of the Action. The Court finds that the Settlement reached is the result of intensive,
18 non-collusive, arm's-length negotiations, including mediation with an experienced, third-party
19 neutral. Plaintiff has provided the Court with enough information about the nature and magnitude
20 of the claims being settled, and the impediments to recovery, to make an independent assessment of
21 the reasonableness of the terms to which the Parties have agreed.

22 2. The Court finds that the notice program implemented pursuant to the Settlement
23 Agreement (and the Preliminary Approval Order) (i) constituted appropriate notice, (ii) was
24 reasonably calculated, under the circumstances, to apprise members of the Class of the pendency
25 of the litigation, their right to object or exclude themselves from the proposed Settlement, to
26 appear at the Final Approval Hearing, and their right to seek monetary and other relief, (iii) was
27 reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive
28 notice, and (iv) met applicable requirements of due process.

1 3. Solely to effectuate the Settlement, this Court has concluded that certification of
2 the Settlement Class is appropriate and hereby certifies the Class as defined below (and in the
3 Settlement Agreement) and concludes this definition is sufficient for California Rules of Court
4 3.765(a) and 3.771, and that the Settlement Agreement binds all Class Members, defined as:

5 All those non-exempt employees who worked for GCA Education Services in
6 California from December 17, 2015 to March 30, 2020. (“Class Members” or
7 “Settlement Class Members”).

8 4. The Court finds that Plaintiff and Class Counsel adequately represented the Class
9 for the purpose of entering into and implementing the Settlement.

10 5. The Court has confirmed the number of valid opt outs.

11 6. The Court has confirmed the number of objections that were submitted to the
12 Settlement and has confirmed the content of such objections.

13 7. The Court adjudges that, upon the date on which Defendants fully fund the
14 Settlement Amount, Plaintiff and the Participating Class Members have fully, finally, and
15 conclusively compromised, settled, discharged, dismissed, and released any and all Released
16 Claims as provided in the Settlement Agreement, which defines the Released Claims against the
17 Defendants and the Released Parties as follows:

18 Upon the date on which Defendants fully fund the Settlement Amount, Plaintiff
19 and each Participating Class Member shall be deemed to have fully, finally, and
20 forever released, settled, compromised, relinquished, and discharged each and
21 every one of the Released Parties from all claims that arose during the Class
22 Period and that were pled in the Operative Complaint or that could have been
23 pled based on the allegations set forth in the Operative Complaint, including any
24 and all claims under state, federal or local law, whether statutory, common law
25 or administrative, including, but not limited to, claims for failure to pay earned
26 wages, failure to pay minimum wage, failure to pay overtime compensation,
27 failure to provide meal breaks, failure to provide rest breaks, failure to provide
28 accurate wage statements, failure to timely pay final wages, and unfair
competition and all other alleged violations of the UCL including, but not
limited to, injunctive relief, liquidated damages, penalties of any nature, interest,
fees, including fees under Code of Civil Procedure § 1021.5, and costs(the
“Released Claims”).

8. The Court further finds that BISNAR|CHASE LLP and LEBE LAW, APLC have
adequately represented the Class and are appointed Class Counsel. Furthermore, the Court
approves Class Counsel's request for Attorney's Fees in the amount of \$190,000.00, and Costs of

1 \$19,546.21. The Attorney's fees and litigation expenses shall be paid in accordance with the
2 Settlement. The Parties are to bear their own attorney's fees and costs, except as otherwise
3 provided in this paragraph.

4 9. The Court finds that Plaintiff George Van Heel is an adequate representative of the
5 Settlement Class and appoints him as such. Furthermore, it approves payment of a Class
6 Representative Incentive Award in the amount of \$5,000 to Plaintiff George Van Heel. This
7 payment is to come out of the Gross Settlement Amount in recognition of his service on behalf of
8 the Class, which is in addition to his payment as a Settlement Class Member. The service award
9 will be paid in accordance with the terms of the Settlement.

10 10. The Court approves the Claims Administration Fee of \$7,250, to be paid to CPT
11 Group, Inc. out of the Gross Settlement Fund.

12 11. The Court approves the PAGA Payment of \$50,000.00, with \$37,500.00 going to
13 the LWDA and \$12,500.00 to be paid to Class Members who worked for GCA Education from
14 December 17, 2018 to March 30, 2020 ("PAGA Employees"), as per the Settlement Agreement.
15 Further, the Court adjudges that, upon the date on which Defendants fully fund the Settlement
16 Amount, Plaintiff and the PAGA Employees have fully, finally, and conclusively compromised,
17 settled, discharged, dismissed, and released any and all claims under PAGA as provided in the
18 Settlement Agreement, as follows:

19 In addition to the release of Released Claims against the Released Parties made by
20 all Participating Class Members, upon the date on which the payment of the
21 Settlement Amount is made by Defendants, all PAGA Employees shall be
22 deemed to have released their respective PAGA claims against the Released
23 Parties, which include any and all claims under the PAGA against the Released
24 Parties that arose during the PAGA Period and that were pled in the Operative
25 Complaint or could have been pled based on the factual allegations of the
26 Operative Complaint and/or Plaintiff's PAGA notice to the LWDA, including, but
27 not limited to, claims for failure to pay earned wages, failure to pay minimum
28 wage, failure to pay overtime compensation, failure to provide meal breaks,
failure to provide rest breaks, failure to provide accurate wage statements, and
failure to timely pay final wages. This includes, but is not limited to, claims for
violation of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510,
512, 558, 1174, 1194, 1198, and 2699.5.

12. The Court approves the payment of the Net Settlement Amount to the
Participating Class Members, according to the terms of the Settlement Agreement and this Final

1 Approval Order and the separate Judgment. Upon the date on which Defendants fully fund the
2 Settlement Amount, Plaintiff and all Participating Class Members shall have, by operation of this
3 Order and separate Judgment, finally and forever released, relinquished, and discharged Defendant
4 from all claims as defined by the Settlement Agreement. Upon the date on which Defendants fully
5 fund the Settlement Amount, Plaintiffs and all Participating Class Members are permanently barred
6 and enjoined from instituting or prosecuting any claims released under the Settlement Agreement.
7 All Settlement Class Members (other than those above who submitted valid timely Requests for
8 Exclusion) shall be bound by the releases and other terms of the Settlement Agreement and this
9 Final Approval Order and separate Judgment, whether or not they actually receive or cash their
10 checks for their Individual Settlement Awards, and shall not be permitted to seek any further
11 payment or any personal relief of any kind, including any payment for damages, wages,
12 compensation, fees, costs, penalties, or interest, other than their respective Individual Settlement
13 Payments, because of the Released Claims.

14 13. The Settlement is not an admission by Defendants, nor is this a finding of the
15 validity of any claim in the Actions of any wrongdoing by Defendants. Neither the Settlement
16 Agreement, nor any document referenced therein, nor any action taken to carry out the Settlement
17 Agreement, will be (a) construed as or used as an admission of liability or an admission that any of
18 Defendants' defenses in the Action are without merit, or (b) disclosed, referred to, or offered in
19 evidence against Defendants in any further proceeding except to effectuate the Settlement.
20 However, the Settlement may be admitted in evidence and otherwise used in any proceeding to
21 enforce its terms, or in defense of any claims released or barred by the Settlement or this Final
22 Approval Order or separate Judgment.

23 14. Without affecting the finality of the Final Order for purposes of appeal, the Court
24 reserves jurisdiction over the Parties as to all matters relating to the administration, enforcement,
25 and interpretation of the terms of the Settlement Agreement and the Final Order and for any other
26 necessary purposes.

1 15. The Parties are ordered to cause a copy of this Order and the separate Judgment to
2 be posted by the Claims Administrator, CPT Group, Inc., on its website, to provide notice to the
3 Class as required by California Rule of Court 3.771(b) and to submit a copy of it to the LWDA.

4 16. The Court further directs the Parties to effectuate the Settlement according to the
5 terms of the Settlement Agreement, including payment to Class Members, the LWDA, CPT Group,
6 Inc. and Class Counsel and sending uncashed checks to the State Controller's Office, Unclaimed
7 Property Division.

8 17. The Parties are directed to provide a report to the Court on or before March 15,
9 2023 on the status of the distribution of the class settlement proceeds ~~and the Court will determine~~
10 ~~whether further reports and/or a hearing will be necessary~~

11 **IT IS SO ORDERED.**



11 **Elihu M. Berle**

12
13 Dated: _____, 2022

13 Elihu M. Berle / Judge
14 HONORABLE ELIHU M. BERLE
15 LOS ANGELES COUNTY SUPERIOR
16 COURT JUDGE