



**FILED**  
San Francisco County Superior Court

JUN 26 2020

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

ANGELICA COSIO, an individual,  
on her own behalf and on behalf of all  
others similarly situated,

Plaintiff,

v.

INTERNATIONAL PERFORMING  
ARTS ACADEMY, LLC, a  
California limited liability company,  
BARBIZON SCHOOL OF SAN  
FRANCISCO, INC., a California  
corporation, LION MANAGEMENT  
GROUP INC., a California  
corporation, ANTHONY LOUIS  
LIONETTI, LARRY D. LIONETTI,  
LENA QUESADA LIONETTI,  
LENA M. LIONETTI, and DOES 1-  
100, inclusive,

Defendants.

) Case No. CGC-16-551337

) ORDER GRANTING PRELIMINARY  
) APPROVAL OF CLASS ACTION  
) SETTLEMENT

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT**

The certified class's motion for preliminary approval of class action settlement in the matter of *Cosio v. International Performing Arts Academy, LLC et al.* (case number CGC-16-551337) came on for hearing on June 8, 2020, at 11:00 a.m. in Department 304 of the Superior Court of California for the City and County of San Francisco, the Honorable Anne-Christine Massullo, presiding. The appearances are as stated in the record.

The Court considered the papers and exhibits, including supplemental briefing, filed with respect to the application and heard the arguments of counsel at the hearing.

Good cause appearing, now, therefore,

**IT IS ORDERED:**

1. The Court finds that all parties signed the September 20, 2019 Memorandum of Understanding, the January 3, 2020 Settlement Agreement attached as Exhibit A to the Declaration of Brent A. Robinson filed on February 26, 2020, and the May 27, 2020, Amendment to Settlement Agreement, attached as Exhibit A to the Declaration of Hallie Von Rock filed on May 27, 2020.

2. The Court incorporates by reference the terms and conditions of the Settlement Agreement and Amendment to Settlement Agreement, signed by all parties and submitted in support of preliminary approval, and supplements and/or clarifies those specific terms set forth in this Order necessary to effectuate the parties' underlying intent: the preliminary approval of the Settlement Agreement. Below, the Court refers to the Settlement Agreement and the Amendment to the Settlement Agreement collectively as the Proposed Settlement.

3. The Proposed Settlement preliminarily appears to be within the range of possible final approval, such that notice should be provided to the Settlement Class.

4. Preliminary approval of the Proposed Settlement is granted.

5. The Settlement Class is defined as follows:

All natural persons who were California citizens at the time Cosio's original complaint was filed (April 5, 2016) who (a) signed a contract so that the Class member, the Class member's child (or other beneficiary)

1 could participate in a showcase operated by International Performing Arts  
2 Showcase (IPAS); (b) paid IPAS for such contract; and (c) such payment  
3 was made on or after April 5, 2012; (d) excluding any such payments that  
4 were (i) a percentage of the income earned by the Class member's  
5 beneficiary in the entertainment industry; or (ii) consisted entirely of  
6 reimbursement for out-of-pocket costs actually incurred by IPAS on behalf  
7 of the Class member's beneficiary for services rendered by an independent  
8 third party.

6 6. Plaintiff fairly and adequately represents the interests of the Settlement Class and  
7 Class Counsel are adequate to act as counsel for the Settlement Class.

8 7. Defendants shall review all available records containing contact information for  
9 Class Members, provide Class Counsel with all documents sufficient to assemble complete  
10 contact information for each Class Member, and provide Class Counsel and the Settlement  
11 Administrator with the names, addresses, telephone numbers, and email addresses within their  
12 possession, custody, or control for Class Members, all within 10 days of entry of this order,  
13 including in particular all contracts, payment information, and/or contact information for any  
14 Class Member in Defendants' DropBox, Google, or FileMaker systems, with complete files as  
15 they exist on those systems in their native format.

16 8. The Court finds that the proposed method of giving notice to the certified class  
17 constitutes the best notice practicable under the circumstances and is adequate to Due Process,  
18 the California Rule of Court 3.769(f), and all other applicable law.

19 9. The Court adopts the form of the revised Class Notice attached as Exhibit A the  
20 Declaration of Hallie Von Rock, filed on June 9, 2020, with the following modifications: (1)  
21 the Class Notice will be updated consistent with the fact that the new estimate of  
22 administration costs is \$22,921; (2) the Class Notice should be proofread again.<sup>1</sup> The Court  
23 holds this is the only notice to the Settlement Class that is required, and that such notice  
24 satisfies the requirements of Due Process, California Rules of Court, rule 3.769(f) and any  
25 other applicable law. The Settlement Administrator shall provide a Spanish-language version  
26 of the Class Notice on the settlement website. The English-language version of the Class  
27 Notice to be sent by mail and/or electronic email, will inform the Class Members, in Spanish,

28 <sup>1</sup> For example, "(2)" on page 2 should begin "send your updated address by mail."

1 that a Spanish-language version of the Notice is available on the settlement website.

2 10. In addition to the notice otherwise provided by the Proposed Settlement, the  
3 Settlement Administrator shall transmit Class Notice via electronic mail to Class Members, for  
4 those for whom Defendants have email addresses, within 21 days after entry of the Preliminary  
5 Approval Order. The Class Notice thus transmitted shall not be in the form of an attachment,  
6 but instead must be formatted in HTML format within the email such that it appears in  
7 substantially the same format and must prominently include a link to the settlement website.

8 11. Requests for exclusion must be sent by email or postmarked by mail no later than  
9 60 days following the date Class Notice is mailed to Class Members.

10 12. Where the Settlement Administrator receives requests for exclusion that do not  
11 strictly comply with the exclusion requirements, the Settlement Administrator shall make  
12 reasonable efforts to give the requestor an opportunity to cure the technical deficiencies,  
13 including by calling, emailing, and mailing the requestor to seek missing or incorrect  
14 information. Where the Settlement Administrator has been unable to cure the technical  
15 deficiencies by contacting the requestor, the Settlement Administrator shall refer the request  
16 for exclusion to the Parties, and the Parties shall meet and confer on whether to waive the  
17 technical deficiencies and propose that the Court accept the request for exclusion as submitted.  
18 All such non-conforming requests for exclusion and the position of the parties as to each shall  
19 be submitted to the Court at final approval.

20 13. Any Class Member who desires to object to the proposed settlement must send a  
21 written objection to the Settlement Administrator. Mailed objections must have a postmark  
22 date no later than 60 days following the date Class Notice is mailed to Class Members.  
23 Emailed objections must be sent no later than 60 days following the date Class Notice is  
24 mailed to Class Members. In the objection, the Class Member must set forth his or her full  
25 name, address, telephone number and email address (if available), along with a statement  
26 describing their objections to the proposed settlement.

27 14. The Court finds that entry of the injunctive relief set forth in Sections 5.1(k) and  
28 (m) of the Settlement Agreement at preliminary approval is not necessary to effectuate the

1 parties' intent and was not a material term to the Proposed Settlement, as either party may  
2 subsequently apply for such relief in the future, in the event circumstances warrant such relief.

3 15. Each named defendant shall, within 20 calendar days of entry of this order, file  
4 sworn declarations disclosing the present value of all of that defendant's assets, liabilities, and  
5 equity, including a description of each item, and shall serve the same upon Class Counsel. If  
6 Defendants wish the Court to consider sealing these declarations, Defendants are instructed to  
7 move to seal their financial disclosures according to the procedures of Rule of Court 2.551.

8 16. The Court appoints Atticus Administration as Settlement Administrator.

9 17. The Court finds that the Settlement Administrator's services are, in part, for  
10 Defendants' benefit. In the event the settlement fails or is terminated by the parties, then there  
11 shall be no claim to the recovery of any funds by that time already distributed from the  
12 settlement fund.

13 18. The Court directs the Settlement Administrator to administer the Settlement  
14 Agreement according to its terms and this order.

15 19. The Settlement Administrator shall issue notice to the Settlement Class 21  
16 calendar days after entry of this order.

17 20. All further litigation in this action is stayed except as may be necessary to  
18 implement the Proposed Settlement or comply with the terms of the Proposed Settlement.

19 21. The Court sets a final approval hearing for October 19, 2020 at 9:15 a.m. in  
20 Department 304 of the Superior Court of California, County of San Francisco, located at 400  
21 McAllister Street, San Francisco, California 94102. At the final approval hearing, the Court  
22 will consider whether the Proposed Settlement is fair, whether Class Counsel's application for  
23 fees and costs should be approved, whether Plaintiff's request for a service award should be  
24 approved, whether the proposed cy pres beneficiary is appropriate, and any other matters the  
25 Court deems appropriate.

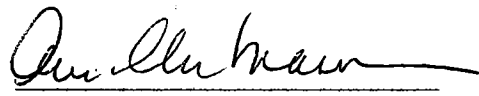
26 22. The Court may change the date of the final approval hearing without further  
27 notice to the Settlement Class.

28 23. Briefing on final approval shall be according to statutory deadlines, except that

1 Plaintiff shall file her application for incentive award, attorneys' fees, and litigation costs on or  
2 before 36 court days prior to the Final Approval hearing.

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DATED: June 25, 2020

  
Hon. Anne-Christine Massullo  
Judge of the Superior Court

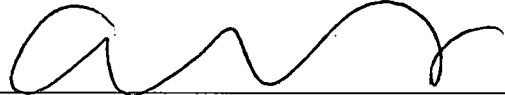
**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.251)

I, Ericka Larnauti, 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 June 26, 2020, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: June 26, 2020

T. Michael Yuen, Clerk

By:   
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Ericka Larnauti, Deputy Clerk