



FILED
San Francisco County Superior Court

OCT 20 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 RE FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEY'S
FEES, COSTS, AND INCENTIVE AWARD

1 Plaintiff's motion for final approval of class action settlement, attorney's fees, costs,
2 and incentive award in the matter of *Cosio v. International Performing Arts Academy, LLC et*
3 *al.* (case number CGC-16-551337) came on for hearing on October 19, 2020, at 9:15 a.m. in
4 Department 304 of the Superior Court of California for the City and County of San Francisco,
5 the Honorable Christine-Anne Massullo, presiding. The parties' appearances are as stated in
6 the record. No objections were filed and no person appeared at the final approval hearing to
7 object.

8 The Court considered the papers and exhibits filed in support of final approval, of
9 Plaintiff's motion for attorney's fees, costs, and incentive award, and heard the arguments of
10 counsel at the hearing.

11 Good cause appearing, now, therefore,

12 **IT IS ORDERED THAT:**

13 1. All parties signed the September 20, 2019 Memorandum of Understanding, the
14 January 3, 2020 Settlement Agreement attached as Exhibit A to the Declaration of Brent A.
15 Robinson filed on February 26, 2020, and the May 27, 2020, Amendment to Settlement
16 Agreement, attached as Exhibit A to the Declaration of Hallie Von Rock filed on May 27,
17 2020.

18 2. In this final order, the Court incorporates by reference the terms and conditions
19 of the Settlement Agreement and Amendment to Settlement Agreement, signed by all parties
20 and submitted in support of final approval, and supplements and/or clarifies those specific
21 terms set forth in this Order necessary to effectuate the parties' underlying intent: the approval
22 of the Settlement Agreement. Below, the Court refers to the Settlement Agreement and the
23 Amendment to the Settlement Agreement collectively as the Final Settlement. This Court's
24 final ruling otherwise incorporates and relies on the terms and descriptions set forth in its
25 Court's own June 25, 2020, Order Granting Preliminary Approval, which the Court refers to as
26 the Preliminary Approval Order.

27 3. The Court has jurisdiction over the subject matter of this litigation, Plaintiff, the
28 Settlement Class Members, and Defendants.

1 4. The Court finds the notice that was distributed to the Class in substantial
2 compliance the Preliminary Approval Order (“Class Notice”) satisfies the requirements of Due
3 Process, California Rules of Court; rule 3.769(f), and any other applicable law, and is the best
4 notice practicable under the circumstances.

5 5. The Court certifies a Settlement Class, consistent with the definition in the
6 Preliminary Approval Order, for final judgment in this order:

7 All natural persons who were California citizens at the time Cosio’s
8 original complaint was filed (April 5, 2016) who (a) signed a
9 contract so that the Class member, the Class member’s child (or
10 other beneficiary) could participate in a showcase operated by
11 International Performing Arts Showcase (IPAS); (b) paid IPAS for
12 such contract; and (c) such payment was made on or after April 5,
13 2012; (d) excluding any such payments that were (i) a percentage of
14 the income earned by the Class member’s beneficiary in the
15 entertainment industry; or (ii) consisted entirely of reimbursement
16 for out-of-pocket costs actually incurred by IPAS on behalf of the
17 Class member’s beneficiary for services rendered by an independent
18 third party.

19 (Preliminary Approval Order, ¶5.) The Court orders, however, that the following Class
20 Member validly requested exclusion¹ from the Final Settlement, and is not a Settlement Class
21 Member:

22 Azra Music

23 6. The Court finds in this final order that this action may be maintained as a class
24 action on behalf of the Settlement Class for the purposes of effectuating the Final Settlement,
25 that Plaintiff and Class Counsel fairly and adequately represented the interests of the
26 Settlement Class, and that Class Counsel acted adequately as counsel for the Settlement Class.

27 7. There were no objections to the Final Settlement.

28 8. The Court finds that the Final Settlement is fair, reasonable, and adequate and
that Plaintiff has satisfied the requirements for final approval of this class action settlement.
The Court grants final approval of the Final Settlement. The parties are directed to effectuate
the Final Settlement according to its terms and this order. Plaintiff and each Settlement Class
Member shall be bound by the Final Settlement, including the release contained in Sections 7.2

¹ No other putative Settlement Class Member requested exclusion.

1 and 7.3 of the Settlement Agreement and 12.1 of the First Amendment to the Settlement
2 Agreement. Pursuant to the Final Settlement, as set forth in Section 12.1 of the First
3 Amendment to the Settlement Agreement, “[t]he scope of release provided by Class Members
4 to Defendants is strictly limited to the following: As of the Effective Date of the [Final
5 Agreement], each Settlement Class Member shall be deemed to have fully, finally and forever
6 released the Defendants from all claims for remedies or relief actually alleged in the Action by
7 Plaintiff, on behalf of herself and the Settlement Class, as of the Effective Date, including but
8 not limited to: all remedies or relief available for violations of California Labor Code section
9 1702 as alleged, and all remedies or relief available for violations of California Business and
10 Professions Code section 17200 as alleged.”

11 9. The Court orders that the parties shall collect and distribute the Settlement Fund
12 consistent with Section 6.3 in the January 3, 2020 Settlement Agreement, as amended by
13 Sections 5.1 to 5.2 and 10.1 to 10.10 in the Amendment to Settlement Agreement.

14 10. A status conference is set for April 26, 2021 at 9:15 a.m. The parties shall file a
15 joint status conference statement at least three court days in advance of the status conference.

16 11. The Court orders that the parties shall transmit a report to the Court on the total
17 amount of the settlement fund that was actually paid to the Class Members, and the amount
18 remaining in the settlement fund, within 20 days after the final distribution. The report shall be
19 supported by an admissible declaration.

20 12. BizParentz Foundation shall be the Cy Pres Recipient under the Final Settlement.
21 Distribution of payment of any money remaining in Settlement Fund to the Cy Pres Recipient
22 will further the purposes of the underlying causes of action, promote justice for all
23 Californians, and/or will support projects that will benefit the class or similarly situated
24 persons. Any unpaid residuals shall be paid to the Cy Pres Recipient, consistent with Section
25 6.3(i) of the Settlement Agreement.

26 13. The Court orders that Plaintiff’s Motion for Attorney’s Fees is GRANTED in the
27 amount of \$240,000 (Two Hundred Forty Thousand Dollars). The Court finds that the
28 requested fee is reasonable under the circumstances, both as a percentage of the benefit and

1 under the lodestar method.

2 14. The Court orders that Plaintiffs' Motion for Litigation Costs is GRANTED in
3 the amount of \$60,000 (Sixty Thousand Dollars). The Court finds that Plaintiff's litigation
4 expenses were reasonably incurred in the prosecution of this action.

5 15. The Court orders that Plaintiff's Motion for Class Representative Incentive
6 Award is GRANTED, in part, and awards the amount of Three Thousand Five Hundred
7 Dollars (\$3,500) to Plaintiff Angelica Cosio. The Court finds that this amount of incentive
8 compensation is reasonable in light of the circumstances, including the risk undertaken by the
9 named representative in prosecuting this action, the amount of time spent on the litigation, and
10 other factors set forth in her declaration and the papers filed in support of this Motion.

11 16. Pursuant to the Settlement Agreement at ¶ 4.1, "The costs of Class Notice and
12 other fees of the Settlement Administrator shall be paid from the Settlement Fund." Thus, the
13 Court orders that costs of settlement administration in the amount of Twenty-Two Thousand
14 Nine Hundred Twenty-One Dollars (\$22,921) shall be paid to Atticus Administration from the
15 Settlement Fund in connection with the initial distribution.²

16 17. The timing of the payment of attorney's fees, litigation costs, and incentive
17 award is as set forth below:

- 18 a. Distribution of attorney's fees and costs will be combined for a total of
19 \$300,000, with one-third of the total to be paid out with each of the three
20 distributions to be made under the terms of the Settlement (*i.e.*, \$100,000
21 paid at each distribution). This distribution method puts Class Counsel in
22 comparable footing with the Settlement Class Members for getting paid.

23
24 ² The Settlement Administrator's declaration does not clearly state whether \$22,921 is the actual cost
25 of administration, the amount the parties agreed to pay the administrator for administration, or
26 merely an estimate of the actual costs of administration. (See Oct. 16, 2020 Longely Decl. ¶ 5.) The
27 Court infers from the representations made at the hearing to the effect that the Settlement
28 Administrator should be paid out of the initial distribution that the parties are obligated to pay the
Settlement Administrator the full amount of the estimate. If the parties are obligated to pay the
actual costs and the actual costs are lower than the estimated costs, then the Plaintiff must notify the
Court of that fact after the actual costs are known.

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b. Distribution of the incentive award (\$3,500) will be paid in three increments with each distribution (\$1,250, \$1,250 and \$1,000).

18. Pursuant to California Code of Civil Procedure §384(b), the total amount that will be payable to all class members if all class members are paid the amount to which they are entitled pursuant to the judgment shall be \$393,579, plus any interest that may accrue.

19. Notice of final judgment shall be provided to the Settlement Class Members by posting this order and the final judgment on the administrator's website for a period of not less than 60 days from the date judgment is entered.

20. Pursuant to the Final Settlement, Code of Civil Procedure section 664.6, and California Rules of Court, Rule 3.769(h), the Court retains jurisdiction over the parties to enforce and interpret the terms and conditions of the Final Settlement.

DATED: 10/19/2020


Hon. Anne-Christine Massullo
Judge of the Superior Court

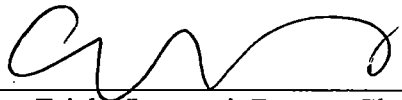
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

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 October 20, 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: October 20, 2020

T. Michael Yuen, Clerk

By: 

Ericka Larnauti, Deputy Clerk