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The following constitutes the order of the Court.  
Signed: December 24, 2020

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11 Class Representatives

Attorney for Galileo Learning, LLC, Debtor  
and Debtor in Possession

12  
13 **UNITED STATES BANKRUPTCY COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION**

15 In re  
16 GALILEO LEARNING, LLC,  
17 Debtor.<sup>1</sup>

Case Nos. 20-40857 (RLE)  
20-40858 (RLE)  
Chapter 11  
(Jointly Administered)

18 In re  
19 GALILEO LEARNING FRANCHISING  
20 LLC,  
21 Debtor.

**ORDER GRANTING JOINT MOTION BY  
CLASS REPRESENTATIVES AND  
DEBTOR FOR ORDER  
(1) PRELIMINARILY APPROVING  
CLASS SETTLEMENT, (2) APPOINTING  
SETTLEMENT ADMINISTRATOR,  
(3) APPROVING FORM AND MANNER  
OF NOTICE TO CLASS MEMBERS,  
(4) SCHEDULING FINAL APPROVAL  
HEARING, AND (5) GRANTING  
RELATED RELIEF**

- 22  Affects GALILEO LEARNING, LLC  
23  Affects GALILEO LEARNING  
24 FRANCHISING LLC,

Date: December 22, 2020  
Time: 11:00 a.m.

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26  
27 <sup>1</sup> These cases are being jointly administered, and all documents for either case should be filed in lead case number  
28 20-40857 (RLE). The last four digits of each Debtor's federal tax identification number are as follows: Galileo  
Learning, LLC (9453) and Galileo Learning Franchising LLC (5638). The mailing address for the Debtors is 1021  
3rd Street, Oakland, California 94607.

1 The Court has considered the joint motion (the “Joint Motion”), at docket no. 239, by the  
2 creditors and the class representatives Nanette Kearney, Krister Johnson, and Sandra Shorago  
3 (collectively, the “Customer Class Representatives”), on behalf of themselves and the class of  
4 individuals certified pursuant to the Court’s order of November 9, 2020 (the “Customer Class,”  
5 and the members of the Customer Class, the “Customer Class Members”), and the debtor and  
6 debtor in possession Galileo Learning, LLC (the “Debtor,” and together, with the Customer Class  
7 Representatives, the “Parties”) for entry of an order (1) preliminarily approving the settlement  
8 between the Customer Class and the Debtor memorialized by that certain *Class Settlement*  
9 *Agreement* dated December 2, 2020 (the “Settlement Agreement” or “Settlement”), (2) appointing  
10 Atticus Administration, LLC (“Atticus”) as the settlement administrator under the Settlement (the  
11 “Settlement Administrator”), (3) approving the form and manner of notice regarding the  
12 Settlement to the Customer Class Members, (4) scheduling the hearing to consider the final  
13 approval of the Settlement (the “Final Approval Hearing”), and (5) granting related relief.

14 The Court held hearings on the Joint Motion on December 22, 2020, at 11:00 a.m., and on  
15 December 23, 2020, at 10:00 a.m. Appearances are as noted on the record.

16 In addition to the findings of fact and conclusions of law made by the Court on the record  
17 at the hearings, the Court further finds and concludes the following:

18 1. The Settlement Agreement, a copy of which is attached as **Exhibit 1** to the Joint  
19 Motion, is fair, reasonable, and adequate.<sup>2</sup> The Settlement Agreement is the result of arms’ length  
20 negotiations between experienced attorneys familiar with the legal and factual issues of this case.  
21 All Customer Class Members are treated fairly under the Settlement Agreement. The Settlement  
22 Agreement is sufficient to warrant notice of the Settlement to the Customer Class Members and  
23 the Final Approval Hearing. The Settlement Agreement meets all applicable requirements of law,  
24 including Rule 23(c) and (e) of the Federal Rules of Civil Procedure and Rule 9019 of the Federal  
25 Rules of Bankruptcy Procedure. And based on the range of possible outcomes and the cost, delay,

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27 \_\_\_\_\_  
28 <sup>2</sup> Unless otherwise separately defined herein, all capitalized terms used in this Order shall have  
the same respective meanings assigned to them in the Settlement Agreement.

1 and uncertainty associated with further litigation, the Settlement Agreement is reasonable and  
2 cost-effective, and preliminary approval is warranted.

3         2.         This chapter 11 case does not constitute a “class action” within the meaning of  
4 28 U.S.C. § 1711(2), and as a result, the notice requirements under 28 U.S.C. § 1715 are not  
5 applicable to this chapter 11 case.

6         3.         The contents of the proposed notice regarding the Settlement to be sent to the  
7 Customer Class Members (the “Customer Class Notice”), which is attached as **Exhibit 2** to the  
8 Joint Motion, and the proposed manner of its dissemination (i.e., that the Customer Class Notice  
9 be served on each Customer Class Members by email at the email address that the Debtor has on  
10 file for the Customer Class Member) represent the best practicable notice under the circumstances  
11 and are reasonably calculated, under all the circumstances, to reasonably apprise the Customer  
12 Class Members of the terms of the Settlement Agreement and their right to object to the  
13 Settlement.

14         4.         Other good and sufficient cause exists for granting the relief requested in the Joint  
15 Motion.

16         **THEREFORE, IT IS HEREBY ORDERED** that

17         1.         The Joint Motion is granted as set forth herein.

18         2.         The Settlement Agreement, a copy of which is attached as **Exhibit 1** to the Joint  
19 Motion, is approved on a preliminary basis.

20         3.         Atticus is appointed as the Settlement Administrator to administer the Settlement  
21 pursuant to the terms of the Settlement Agreement. Upon the occurrence of the Effective Date  
22 under the Settlement Agreement, Atticus is deemed to be bound by the Settlement Agreement with  
23 respect to the performance of the Settlement Administrator’s duties and services and its  
24 compensation set forth in the Settlement Agreement.

25         4.         Atticus is approved on a preliminary basis to be compensated for all reasonable  
26 fees, expenses, and costs charged or incurred by Atticus, in its capacity as the Settlement  
27 Administrator, on account of its duties and services performed in connection with administering  
28 the Settlement through the date on which all Settlement Disbursements have been made under the

1 Settlement Agreement (collectively, the “Administrative Costs”); provided, however, that in no  
2 event shall the aggregate compensation paid to Atticus under the Settlement Agreement on  
3 account of the Administrative Costs exceed **\$100,000**.

4 5. The Class Counsel Fee Award to Aiman-Smith & Marcy, P.C. and Hahn & Hahn  
5 LLP in the amount of **\$600,000** is approved on a preliminary basis.

6 6. The Service Awards to (a) Nanette Kearney in the amount of **\$10,000**, (b) Krister  
7 Johnson in the amount of **\$5,000**, and (c) Sandra Shorago in the amount of **\$5,000** are approved on  
8 a preliminary basis.

9 7. The Customer Class Notice, substantially in the form attached as **Exhibit 2** to the  
10 Joint Motion, is approved.

11 8. The response form regarding the Settlement to be sent to the Customer Class  
12 Members (the “Settlement Response Form”), substantially in the form attached as **Exhibit 3** to the  
13 Joint Motion, is approved.

14 9. The cover letter from the Customer Class Representatives and Class Counsel to be  
15 sent to the Customer Class Members (the “Cover Letter”), substantially in the form attached as  
16 **Exhibit 4** to the Joint Motion, is approved.

17 10. The Debtor, through the Claims Agent, shall serve the Cover Letter, the Customer  
18 Class Notice, and the Settlement Response Form (collectively, the “Service Package”) on each  
19 individual who has been identified in the Debtor’s records as a Customer Class Member, with the  
20 service of the Service Package to be made on each such Customer Class Member by no later than  
21 **December 29, 2020** (the “Customer Class Service Deadline”), and in the following manner:

22 a. The Service Package shall be electronically served on a Customer Class  
23 Member by email no later than the Customer Class Service Deadline at the most current  
24 email address that the Debtor has on file for that Customer Class Member; provided,  
25 however, that if (i) the Debtor has no email address on file for a Customer Class Member  
26 or (ii) the service email sent to a Customer Class Member was bounced back as  
27 undeliverable, the Service Package shall be served on the Customer Class Member by first-  
28 class mail no later than the Customer Class Service Deadline at the most current mailing

1 address that the Debtor has on file for that Customer Class Member.

2 b. For service purposes, the most current email address or mailing address, as  
3 applicable, that the Debtor has on file for a Customer Class Member shall be deemed to be  
4 (i) the email address or physical address, as applicable, used in the Customer Class  
5 Member's original transaction with the Debtor that formed the basis of their claim against  
6 the Debtor; (ii) if the Customer Class Member filed a proof of claim in this chapter 11  
7 case, the email address or mailing address, as applicable, designated for notices in the  
8 proof of claim; or (iii) if the Customer Class Member, at any time during the pendency of  
9 this chapter 11 case, gave written notice of their updated contact information to the Debtor  
10 or the Claims Agent (regardless of whether or not such written notice was filed in this  
11 chapter 11 case), the email address or mailing address, as applicable, set forth in such  
12 written notice.

13 c. If the Service Package mailed to a Customer Class Member by first-class  
14 mail was returned as undeliverable, upon notice thereof, the Claims Agent shall promptly  
15 use all reasonable and cost-effective methods to locate a current or proper mailing address  
16 for the Customer Class Member, including running a name and last-known-address search  
17 through a national database and contacting the Customer Class Member at the most current  
18 telephone number that the Debtor has on file for that Customer Class Member. If the  
19 Claims Agent has obtained a current or proper mailing address for the Customer Class  
20 Member within 14 days after the Customer Class Service Deadline, the Service Package  
21 shall be re-served on the Customer Class Member by first-class mail by no later than the  
22 date that is 14 days after the Customer Class Service Date at such current or proper mailing  
23 address. The re-mailing of the Service Package to a Customer Class Member shall not  
24 extend the deadline to complete, sign, or return the Settlement Response Form or to file or  
25 serve an objection to the Settlement Agreement, with respect to that Customer Class  
26 Member.

27 d. If the Service Package is electronically served on a Customer Class Member  
28 by email, the service email sent to the Customer Class Member shall (i) attach, or provide

1 a link to download, an electronic copy (in PDF format) of the Cover Letter, (ii) attach, or  
2 provide a link to download, an electronic copy (in PDF format) of the Customer Class  
3 Notice, and (iii) attach, or provide a link to download, an electronic copy (in PDF format)  
4 of the Settlement Response Form, and (iv) provide a link to the Settlement Website where  
5 the Customer Class Member can complete, sign, and return an online version of the  
6 Settlement Response Form.

7 e. If the Service Package is served on a Customer Class Member by first-class  
8 mail, (i) the paper copy of the Cover Letter shall be printed on paper of one non-white  
9 color, (ii) the paper copy of the Customer Class Notice shall be printed on paper of a  
10 different non-white color, and (iii) the paper copy of the Settlement Response Form shall  
11 be printed on paper of another different non-white color.

12 11. The Final Approval Hearing shall take place on **February 9, 2021**, at **10:00 a.m.**,  
13 **Pacific Time**, and shall be conducted remotely by telephone via CourtCall and by  
14 videoconference via Zoom. The Final Approval Hearing may be continued from time to time by  
15 this Court without further notice to the Customer Class Members or other parties in interest,  
16 except for an announcement of the continuance made at the initial Final Approval Hearing or any  
17 subsequently continued Final Approval Hearing.

18 12. The joint motion by the Customer Class Representatives and the Debtor for entry of  
19 an order granting final approval of the Settlement Agreement and other related relief (the "Final  
20 Approval Motion") shall be filed with the Court and served on the Official Committee of  
21 Unsecured Creditors (the "Committee"), all creditors who are not Class members, the United  
22 States trustee, and all appropriate federal and state officials (i.e., those officials who would  
23 otherwise be entitled to notice if 28 U.S.C. § 1715 was applicable) by first-class mail by no later  
24 than **January 12, 2021**. The Final Approval Motion shall also include the requests for the Court's  
25 approval of the Service Awards to the Customer Class Representatives and the Class Counsel Fee  
26 Award to the Class Counsel.

27 13. The declaration of due diligence by the Claims Agent (the "Declaration of Due  
28 Diligence") shall be filed with the Court by no later than **January 12, 2021**. The Declaration of

1 Due Diligence shall set forth details regarding the Claims Agent’s compliance with the service  
2 obligations under the Settlement Agreement and this Order.

3 14. In order to be deemed timely and effective (with respect to the applicable matters  
4 set forth in the Settlement Agreement), any Settlement Response Form from a Customer Class  
5 Member shall be completed, signed under penalty of perjury, and returned to the Settlement  
6 Administrator by no later than **January 26, 2021, at 11:59 p.m., Pacific Time** (the “Settlement  
7 Response Deadline”), such that the Settlement Response Form is actually received by the  
8 Settlement Administrator on or before the Settlement Response Deadline. A Settlement Response  
9 Form may be returned to the Settlement Administrator by mail, facsimile, email, or online  
10 submission (through the Settlement Website).

11 15. The summary of the returned Settlement Response Forms by the Settlement  
12 Administrator (the “Summary of Settlement Response Forms”) shall be filed with the Court and  
13 served on the Committee and the United States trustee by first-class mail by no later than  
14 **February 2, 2021**. The Summary of Settlement Response Forms shall be signed under penalty of  
15 perjury and set forth (a) the number of eligible Customer Class Member who elected the Credit  
16 Option in the Settlement Response Form, and the estimated aggregate amount of their claims  
17 against the Debtor; (b) the number of eligible Customer Class Member who elected the Coupon  
18 Option in the Settlement Response Form, and the estimated aggregate amount of their claims  
19 against the Debtor; (c) the number of eligible Customer Class Member who elected the Deferred  
20 Cash Payment Option in the Settlement Response Form, and the estimated aggregate amount of  
21 their claims against the Debtor; and (d) the number of eligible Customer Class Member who were  
22 deemed to have elected the Deferred Cash Payment Option, and the estimated aggregate amount  
23 of their claims against the Debtor.

24 16. Any objection by a Customer Class Member or other party in interest to the  
25 Settlement Agreement or to the final approval of the Settlement Agreement (a “Settlement  
26 Objection”) shall be filed with the Court and served on the Class Counsel, the Debtor (through its  
27 counsel), and the United States trustee by first-class mail by no later than **January 26, 2021** (the  
28 “Settlement Objection Deadline”), and shall be further governed by the following provisions:

1 a. Any Settlement Objection by a Customer Class Member shall (i) be in  
2 writing; (ii) contain their full name, address, telephone number, email address, and last  
3 four digits of their Social Security number; (iii) provide a clear statement that they object  
4 to the Settlement Agreement, along with the legal and factual grounds on which their  
5 objection is based; (iv) state whether they intend to appear at the Final Approval Hearing,  
6 and if so, whether it will be on their own behalf or through counsel; (v) identify every case,  
7 action, or proceeding in which they (or their counsel) has objected to a class action  
8 settlement by the name of the court, the name and docket number of the case, the date of  
9 the objection, and any docket number assigned to the objection; (vi) attach any evidence to  
10 support their objection and any other documents they wish the Court to consider; and  
11 (vii) be signed by the Customer Class Member so objecting (or their counsel).

12 b. Any Settlement Objection by a party in interest who is not a Customer Class  
13 Member shall (i) be in writing; (ii) contain their full name, address, telephone number, and  
14 email address; (iii) state their relationship to the Customer Class or the Debtor; (iv) provide  
15 a clear statement that they object to the Settlement Agreement, along with the legal and  
16 factual grounds on which their objection is based; (v) state whether they intend to appear at  
17 the Final Approval Hearing, and if so, whether it will be on their own behalf or through  
18 counsel; (vi) attach any evidence to support their objection and any other documents they  
19 wish the Court to consider; and (vii) be signed by the party so objecting (or their counsel).

20 c. Any Customer Class Member or other party in interest who fails to file and  
21 serve a Settlement Objection by the Settlement Objection Deadline and that otherwise  
22 complies with this Order shall be deemed to have waived and forfeited any and all rights  
23 they may have to object to the Settlement Agreement and appear and be heard at the Final  
24 Approval Hearing.

25 17. Any reply by the Customer Class Representatives or the Debtor to a Settlement  
26 Objection shall be filed with the Court and served on the objecting party and the United States  
27 trustee by first-class mail by no later than **February 2, 2021**.

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18. This Court retains jurisdiction over any matter regarding the interpretation, implementation, or enforcement of the Settlement Agreement or this Order.

**\* \* \* END OF ORDER \* \* \***