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The following constitutes the order of the Court.
Signed: February 9, 2021

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10 Attorneys for Nanette Kearney, Krister
Johnson, and Sandra Shorago, Creditors and
11 Class Representatives

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

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

15 In re
16 GALILEO LEARNING, LLC,
17 Debtor.¹

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 GRANTING
FINAL APPROVAL OF CLASS
SETTLEMENT AGREEMENT AND
RELATED RELIEF**

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

Final Approval Hearing:
Date: February 9, 2021
Time: 10:00 a.m.

26 ¹ These cases are being jointly administered, and all documents for either case should be filed in lead case number
27 20-40857 (RLE). The last four digits of each Debtor's federal tax identification number are as follows: Galileo
28 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. 277, by the
2 creditors and 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 granting final approval of 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

10 No Customer Class Member or other party in interest has filed a written objection to the
11 Settlement Agreement or the final approval thereof.

12 The Court held a hearing on the Joint Motion and the final approval of the Settlement
13 Agreement on February 9, 2021, at 10:00 a.m. Dean G. Rallis Jr. and Matthew D. Pham, of Hahn
14 & Hahn LLP, appeared on behalf of the Customer Class Representatives. Neal L. Wolf and
15 Anthony J. Dutra, of Hanson Bridgett LLP, appeared on behalf of the Debtor. All other
16 appearances are as noted on the record.

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

19 1. The Settlement Agreement is fair, reasonable, and adequate.³ The Settlement
20 Agreement is the result of arms’-length negotiations between experienced attorneys familiar with
21 the legal and factual issues of this case. All Customer Class Members are treated fairly under the
22 Settlement Agreement. The Settlement Agreement meets all applicable requirements of law,
23 including Rule 23(c) and (e) of the Federal Rules of Civil Procedure and Rule 9019 of the Federal
24

25 ² A copy of the Settlement Agreement executed by the Parties and their counsel is attached as
26 **Exhibit 1** to the *Notice of Filing of Executed Version of Class Settlement Agreement Dated*
December 2, 2020, at docket no. 269.

27 ³ Unless otherwise separately defined herein, all capitalized terms used in this Order shall have
28 the same respective meanings assigned to them in the Settlement Agreement.

1 Rules of Bankruptcy Procedure. And based on the range of possible outcomes and the cost, delay,
2 and uncertainty associated with further litigation, the Settlement Agreement is reasonable and
3 cost-effective, and final approval is warranted.

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

7 3. Sufficient notice regarding the Settlement, in the form of the Customer Class
8 Notice, was disseminated to the Customer Class Members. Notice was sent to approximately
9 9,372 Customer Class Members by email and to approximately 29 Customer Class Members by
10 first-class mail. Additionally, notice was also provided on the settlement website located at
11 <https://www.galileosettlement.com> that is maintained by the Settlement Administrator.

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

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

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

16 2. The Settlement Agreement is approved on a final basis.

17 3. Atticus Administration, LLC (“Atticus”) is approved on a final basis to be
18 compensated for all reasonable fees, expenses, and costs charged or incurred by Atticus, in its
19 capacity as the Settlement Administrator, on account of its duties and services performed in
20 connection with administering the Settlement through the date on which all Settlement
21 Disbursements have been made under the Settlement Agreement (collectively, the “Administrative
22 Costs”); provided, however, that in no event shall the aggregate compensation paid to Atticus
23 under the Settlement Agreement on account of the Administrative Costs exceed **\$100,000**.

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

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

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

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