


1 JAMES R. HAWKINS (SBN 192925)
2 **JAMES HAWKINS, APLC**
3 9880 Research Drive, Suite 200
4 Irvine, CA 92618
5 Telephone: (949) 387-7200
6 Facsimile: (949) 387-6676

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 01 2022

5 Sean Sasan Vahdat (SBN 239080)
6 **LAW OFFICES OF SEAN S. VAHDAT &**
7 **ASSOCIATES, APLC**
8 1224 East Katella Ave., Suite 211
9 Orange, CA 92867
10 Telephone: (949) 496-2011
11 Facsimile: (949) 313-7088

BY 
JESSICA MORALES, DEPUTY

9 Attorneys for Plaintiffs
10 AMY PRIVE and CHRISTINA GEORGES

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN BERNARDINO**

14 AMY PRIVE; CHRISTINA GEORGES;
15 individually and on behalf of all others similarly
16 situated,

17 Plaintiffs,

18 v.

19 THE CAMP BOOTCAMP, INC., a California
20 Corporation, and DOES 1 through 50, inclusive,

21 Defendants.

CASE NO. CIVDS1712280

Honorable David Cohn, Dept. S26

**[PROPOSED] ORDER AND JUDGEMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date:06-1-2022

Time:9:00 a.m.

Dept.: S26

1 This Court having considered Plaintiffs Amy Prive and Christina Georges Motion for
2 Final Approval of Class Action Settlement, and all legal authorities and documents submitted in
3 support thereof, and good cause appearing, IT IS HEREBY ORDERED ADJUDGED AND
4 DECREED that the Motion for Final Approval of Class Action Settlement is GRANTED, subject
5 to the following findings and orders:

6 1. All terms used herein shall have the same meaning as defined in the Settlement
7 Agreement.

8 2. This Court has jurisdiction over the subject matter of this litigation and over the
9 Parties to this litigation, including all Class Members.

10 3. Final approval shall be with respect to the Class. The Class is defined as: Current
11 and former non-exempt employees who were employed by The Camp in California from four
12 years prior to the date that Plaintiffs filed their Complaint on (June 28, 2017) through the date this
13 Court issued an order granting preliminary approval of the class action settlement, (January 24,
14 2022).

15 4. The distribution of the Notice of Class Action Settlement and Notice of Estimated
16 Individual Settlement Payment (hereinafter collectively referred to as the "Notice Packet") has
17 been completed in conformity with the January 24, 2022 Preliminary Approval Order. The Class
18 Notice provided adequate notice of the proceedings and about the case, including the proposed
19 settlement terms as set forth in the Settlement Agreement. The Class Notice fully satisfied due
20 process requirements. The Class Notice was sent via U.S. Mail to all persons entitled to such
21 notice and to all Class Members who could be identified through reasonable effort. As executed,
22 the Class Notice was the best notice practicable under the circumstances.

23 5. The Court hereby approves the terms set forth in the Settlement Agreement and
24 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
25 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
26 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length
27 negotiations. The Court further finds that the Parties have conducted extensive investigation and
28

1 research, and their attorneys were able to reasonably evaluate their respective positions. The
2 Court also finds that settlement now will avoid additional and potentially substantial litigation
3 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
4 reviewed the monetary recovery being provided as part of the Settlement and recognizes the
5 significant value accorded to Class Members.

6 6. The Settlement Agreement is not an admission by Defendant or by any other
7 Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing
8 by Defendant or any other Released Party. Neither this Order, the Settlement Agreement, nor any
9 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
10 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
11 liability whatsoever by or against Defendant or any of the other Released Parties.

12 7. Defendant shall pay the Participating Class Members pursuant to the procedure
13 described in the Settlement Agreement and Notice Packets.

14 8. No Objections or opt outs were received. There were zero valid disputes, which
15 the declaration of Class Administrator fully describes.

16 9. The Court confirms Named Plaintiffs Amy Prive and Christina Georges as Class
17 Representatives and hereby approves the class representatives enhancement payment of
18 \$10,000.00 each for their services to the Class. The Court finds that this amount is fair and
19 reasonable in light of Plaintiff's contribution to this litigation. The payment of the Class
20 Representatives' enhancement shall be made in accordance with the terms of the Settlement.
21

22 10. The Court hereby confirms James R. Hawkins and Sean S. Vahdat from the law
23 firm of James Hawkins APLC and the Law Offices of Sean S. Vahdat & Associates APLC,
24 respectively, as Class Counsel for the Class.
25

26 11. The Court hereby awards attorneys' fees in the amount of \$250,000.00 (equivalent
27 to: 33 1/3% of the Gross Settlement Amount of \$750,000.00). The court hereby awards costs ~~and~~
28 ~~expenses of \$7,998.69 to James Hawkins APLC, and \$2,970.00 to Law Offices of Sean S.~~
of \$10,378.69 (divided between the two law firms pursuant to their agreement)

1 ~~Vandal & Associates APLC~~. The Court finds that the attorneys' fees and costs requested were
2 reasonable in light of the relevant factors under California law. The payment of fees and costs to
3 Class Counsel shall be made in accordance with the terms of the Settlement.

4 12. The Court further approves the payment of \$9,500.00 to Phoenix Group, Inc. for
5 the fees and costs of administering as set forth in the Settlement Agreement. The payment
6 authorized by this paragraph shall be made in accordance with the terms of the Settlement.
7

8 13. Defendant shall have no further liability for costs, expenses, interest, attorneys'
9 fees, or for any other charge, expense, or liability, except as provided in the Settlement
10 Agreement.

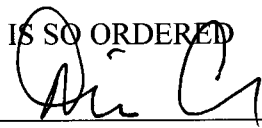
11 14. This "Judgment" is intended to be a final disposition of the above captioned action
12 in its entirety, and is intended to be immediately appealable.
13

14 15. Notice of the Judgment will be provided to the class on Phoenix Group Inc.'s
15 website <http://www.phoenixclassaction.com/prive-camp>.

16 16. The Final Accounting Hearing is scheduled for 12-2, ²⁴2022
17 at 9:00 a.m. The Final report will include the total amount actually paid to class members, any
18 amounts tendered to unclaimed property fund. Counsel shall submit a final report at least 10 days
19 prior to that conference regarding the status of the settlement administration.
20

21 17. The Court shall have and retain continuing jurisdiction over this action and the
22 parties and Class Members, including after the entry of this Order, to the fullest extent necessary
23 to interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this
24 Order.

25 Dated: 6/1/22

26 IT IS SO ORDERED

27 Hon. David Cohn
28 Judge of the San Bernardino Superior Court