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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES COUNTY**

JULIAN MEJIA, on behalf of himself and others
similarly situated,

Plaintiff,

vs.

THE ANTI-RECIDIVISM COALITION, a
Delaware Corporation, and DOES 1-50,
inclusive,

Defendants.

Case No: 22STV333021
The Hon. William F. Highberger

CLASS-ACTION

**~~PROPOSED~~ REVISED ORDER
GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND
APPLICATION FOR CLASS COUNSEL
FEES, CLASS COUNSEL COSTS,
SERVICE PAYMENTS, AND FINAL
JUDGMENT THEREON**

1 On May 6, 2024, a hearing was held on Plaintiff Julian Mejia's unopposed Motion for
2 Final Approval of the Class Action Settlement and Motion for Class Counsel Fees, Class Counsel
3 Costs, and Service Payment.

4 The Parties have submitted their settlement and release agreement ("Settlement"), which
5 this Court preliminarily approved on December 28, 2023 (the "Preliminary Approval Order").
6 Under the Preliminary Approval Order, Class Members have been given adequate notice of the
7 terms of the Settlement and the opportunity to object to it or to exclude themselves from it.

8 Having received and considered the Settlement, the supporting papers filed by the Parties,
9 and the evidence and argument received by the Court before entering the Preliminary Approval
10 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
11 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
12 DETERMINATIONS as follows:

13 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
14 Order and Judgment adopts all defined terms set forth in the Settlement.

15 2. For settlement purposes only, the Court grants certification of the Class. The Class
16 is defined as all persons who are employed or have been employed by ARC in the State of
17 California as hourly, non-exempt employees at any time within the period beginning October 7,
18 2018, and ending October 22, 2023.

19 3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action
20 Settlement and Final Approval Hearing ("Class Notice") was sent to each Class Member on
21 January 29, 2024, by first-class mail in both English and Spanish. The Class Notice informed
22 Class Members of the terms of the Settlement, their right to receive an Individual Settlement
23 Payment, their right to comment on or object to the Settlement and/or the attorneys' fees and
24 costs, their right to elect not to participate in the Settlement and pursue their own remedies, their
25 right to appear in person and/or by counsel at the Final Approval Hearing and be heard regarding
26 approval of the Settlement, and of other actions pending against Defendants. Adequate periods of
27 time were provided by each of these procedures.

4. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

5. The Court finds and determines that the following two individuals have opted-out of the Settlement and are not bound by its terms: Bahareh Stefane Lazemizadeh and Kit Paepule.

6. For the reasons stated in the Preliminary Approval Order, the Court finds and determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to each Class Member and that the Participating Class Members will be bound by the Settlement, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

7. The Court reviewed the Declaration of Nicole Bench of ILYM Group, Inc. dated April 30, 2024, which addresses the total number of Workweeks worked by all Participating Class Members stating that this number was 15,225. Pursuant to the terms of the Parties' Agreement, if the number of Workweeks worked during the Class Period increases by more than 10% of the 13,814 Workweeks estimated by Defendant, then the Gross Settlement Amount shall increase on a proportional basis. Based on the 15,225 Workweeks, the Gross Settlement Amount increased by 0.19% or \$779.18.

8. The Court finds and determines that the all-inclusive Gross Settlement Amount in the amount of \$400,779.18 and the Individual Settlement Payments to be paid to the Participating Class Members under the Settlement are fair and reasonable. The Court hereby grants final approval to and orders the payment of those amounts to be distributed to the Participating Class Members out of the Net Settlement Amount in accordance with the Settlement. Pursuant to the terms of the Settlement, the Settlement Administrator is directed to make the payments to each Participating Class Member.

9. The Court finds and determines that the Settlement Administration Cost for the

1 Settlement in the amount of \$7,450 is fair and reasonable. The Court hereby grants final approval
2 to and orders that the payment of that amount be paid out of the Gross Settlement Amount to the
3 Settlement Administrator in accordance with the Settlement.

4 10. The Court finds and determines that the request by Plaintiff Julian Mejia for a
5 Service Payment is fair and reasonable and hereby orders that the requested payment in the
6 amount of \$7,500 be paid to Plaintiff out of the Gross Settlement Amount.

7 11. The Court further finds and determines that the request by Class Counsel for the
8 Class Counsel Fee is fair and reasonable and hereby orders that \$133,320 (33.33% of the Gross
9 Settlement Amount) be paid to Koul Law Firm and Majarian Law Group, APC, out of the Gross
10 Settlement Amount.

11 12. The Court also finds and determines that the request by Class Counsel for Class
12 Counsel Expenses is fair and reasonable and hereby orders that \$14,428.92 be paid to Koul Law
13 Firm and Majarian Law Group, APC, out of the Gross Settlement Amount.

14 13. Upon entry of this Final Approval Order and funding of the Gross Settlement
15 Amount, as well as employer-side taxes, the Participating Class Members will forever completely
16 release and discharge the Released Parties from the Released Class Claims for the Class Period.

17 14. Upon entry of this Final Approval Order and funding of the Gross Settlement
18 Amount, as well as employer side taxes, Plaintiff, the Labor Commissioner/LWDA on behalf of
19 the State of California, and all PAGA Aggrieved Employees will forever completely release and
20 discharge the Released Parties from the Released PAGA Claims through the PAGA Period.

21 15. Pursuant to the terms of the Settlement, Plaintiff makes an additional general
22 releases as defined in the Settlement. Plaintiff expressly waives and relinquishes all rights and
23 benefits afforded by Section 1542 which states:

24 **A general release does not extend to claims which the creditor or releasing**
25 **party does not know or suspect to exist in his or her favor at the time of**
26 **executing the release and that, if known by him or her, would have**
27 **materially affected his or her settlement with the debtor or released party.**

16. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order, including the requirement that Defendant make payment in accordance with the Settlement.

17. If, for any reason, the Settlement ultimately does not become Final (as defined by the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective positions in the action as those positions existed immediately before the Parties executed the Settlement; and nothing stated in the Settlement or any other papers filed with this Court in connection with the Settlement will be deemed an admission of any kind by any of the Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in the Action or in any other action.

18. The Parties entered into the Settlement solely for the purpose of compromising and settling disputed claims. Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly denied by Defendant.

19. All uncashed settlement checks will be delivered to the California State Controller's Unclaimed Property Division in the name of the Class Member leaving no unpaid residues subject to the requirements of California Code of Civil Procedure Section 384(b).

20. By means of this Final Approval Order, this Court hereby enters final judgment in this Action.

21. Without affecting the finality of this Final Approval Order and Judgment in any way, pursuant to California Rules of Court, 3.769(h), the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order, Judgment and the Settlement under Code of Civil Procedure § 664.6.

22. The Parties are hereby ordered to comply with the terms of the Agreement.

23. Each side is to bear its own costs and attorneys' fees except as provided by the Settlement and this Final Approval Order and Judgment.

NACR re funding

1 24. The Court sets a ~~final accounting hearing~~ for 7/7/25 at 9 a.m., ~~2024~~. Plaintiff
2 must file a final report 9 days before the final accounting hearing.
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5 DATED: 05/06/2024
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7 HONORABLE WILLIAM F. HIGHBERGER
8 COUNTY OF LOS ANGELES
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PROOF OF SERVICE

Case No. 22STCV33021

Mejia v. The Anti-Recidivism Coalition, et al.

I, IVETTE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On April 4, 2024, I served the foregoing document described as:

[PROPOSED] REVISED ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, SERVICE PAYMENTS, AND FINAL JUDGMENT THEREON

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BY ELECTRONIC SERVICE: Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Jon Daryanani, Esq.

Jill L. Ripke, Esq.

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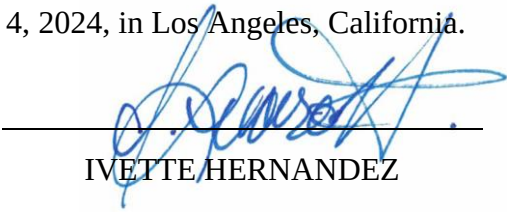
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***Attorneys for Defendant THE ANTI-
RECIDIVISM COALITION***

Attorneys for Plaintiff, JULIAN MEJIA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this April 4, 2024, in Los Angeles, California.



IVETTE HERNANDEZ