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Clerk of the Superior Court
By T. Automation ,Deputy Clerk

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Attorneys for Plaintiff Jonathan Arias

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JONATHAN ARIAS, on behalf of other
similarly situated and the State of California
under the Private Attorneys General Act,

Plaintiff,

vs.

THE INSTITUTE FOR EFFECTIVE
EDUCATION and DOES 1 through 50,
inclusive,

Defendants.

Case No. 25CU021078C

Hon. Terrie E. Roberts
Dept. 68

CLASS ACTION

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS' FEES
AND COSTS AND ENTERING JUDGMENT**

Action Filed: April 23, 2025

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

- 3 1. On September 18, 2026, at 10:30 a.m. in this Department, the Court entered the Order and
4 Judgment Granting Final Approval of Class Action Settlement and Attorneys' Fees and Costs
5 and Entering Judgment attached hereto as Exhibit 1.
- 6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.
- 7 3. A conformed copy of this Notice will be submitted to the LWDA via its online electronic portal
8 in accordance with Labor Code § 2699(s)(3).
- 9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10 Respectfully submitted,

11
12 Dated: September 22, 2026

Ferraro Vega Employment Lawyers, Inc.



Conor J.D. Gómez

Nicholas J. Ferraro

Lauren N. Vega

Dorota A. James

Attorneys for Plaintiff Jonathan Arias

EXHIBIT 1

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FILED
San Diego Superior Court

SEP 18 2026

Clerk of the Superior Court
By: R. Cersosimo, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JONATHAN ARIAS, on behalf of other
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Plaintiff,

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Case No. 25CU021078C

Hon. Terrie E. Roberts
Dept. 68

CLASS ACTION

**ORDER AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS' FEES
AND COSTS AND ENTERING JUDGMENT**

Motion for Final Approval/Attorneys' Fees: Date:
September 18, 2026
Time: 10:30 a.m.

[Filed concurrently with Plaintiff's Notice of
Unopposed Motion and Motion for Final
Approval of Class Action Settlement, Plaintiff's
Memorandum of Points and Authorities,
Declaration of Conor J.D. Gómez, Declaration of
Lluvia Islas on Behalf of Phoenix Settlement
Administrators Regarding Notice and Settlement
Administration]

Action Filed: April 23, 2025

1 This matter came on for hearing on September 18, 2026, at 10:30 a.m. in Department 68 of the
2 above-captioned Court, the Honorable Terrie E. Roberts presiding, on (1) Plaintiff's Motion for Final
3 Approval of Class Action Settlement and (2) Plaintiff's Motion for Attorneys' Fees and Costs.

4 Having received and considered the motions and supporting papers, including the Class Action
5 and PAGA Settlement Agreement ("Settlement"), the evidence and documents received by the Court
6 in connection with the Motions for Final Approval and Attorneys' Fees and Costs, and the previously
7 decided Motion for Preliminary Approval, the Court GRANTS FINAL APPROVAL of the Settlement
8 and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

9 1. The Court, for purposes of this Order, adopts and uses all defined terms as set forth and
10 defined in the Settlement filed in this case (the "Action").

11 2. The Court confirms certification, for settlement purposes only, of the Class as defined
12 in the Settlement and approved at the preliminary approval stage as: "all individuals currently or
13 formerly employed by Defendant in California and classified as hourly, non-exempt employees who
14 worked for Defendant during the Class Period".

15 3. The Class Period means April 23, 2021, through February 28, 2026.

16 4. PAGA Members are: "all individuals currently or formerly employed by Defendant in
17 California and classified as hourly, non-exempt employees who worked for Defendant during the
18 PAGA Period".

19 5. The PAGA Period means April 7, 2024, through February 28, 2026.

20 6. Pursuant to the terms of the Settlement and the Order Granting Preliminary Approval,
21 and the Settlement, the Class Notice was sent to each Class Member by first-class U.S. mail. The
22 Class Notice informed the Class of the terms of the Settlement, their right to receive an Individual
23 Class Payment and Individual PAGA Payment without any required action, their right to comment
24 upon or object to the Settlement, and their right to appear in person or by counsel at the Final Approval
25 Hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
26 for each of these procedures.

27 7. Zero Class Members returned a written objection to the proposed Settlement as part of
28 the notice process or stated an intention to appear at the Final Approval Hearing and there we no

1 dissenting appearances from any Class Members at the hearing. One Class Member requested
2 exclusion from the Settlement: Elizabeth Parmenter. This “opt out” is affirmatively excluded from the
3 class settlement.

4 8. The Court finds and determines the Class Notice procedure afforded adequate
5 protections to the Class and provides the basis for the Court’s informed decision regarding approval
6 of the Settlement based on the response. The Court finds and determines the Class Notice provided
7 was the best notice practicable, satisfying the requirements of law and due process.

8 9. For purposes of approving this Settlement only, this Court finds and concludes: (a) the
9 proposed Class is ascertainable and so numerous that joinder of all Class Members is impracticable;
10 (b) there are questions of law or fact common to the proposed Class, and there is a well-defined
11 community of interest among members of the Class with respect to the subject matter of the claims;
12 (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class
13 Representative has and will fairly and adequately protect the interests of the Class; (e) a class action
14 is superior to other available methods for an efficient adjudication of this controversy in the context of
15 settlement; and (f) the law firm of Ferraro Vega Employment Lawyers, Inc. is qualified and adequate
16 to serve as “Class Counsel” in this action.

17 10. The Court finds and determines the terms set forth in the Settlement are fair, reasonable,
18 and adequate and, having found the Settlement was reached as a result of informed and non-collusive
19 arms’-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to
20 effectuate the Settlement according to its terms. The Court further finds the Parties conducted
21 extensive investigation, research, and informal discovery, and that their attorneys were able to
22 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
23 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
24 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
25 recognizes the significant value provided to the Class. Therefore, the Court approves the Settlement
26 and incorporates the terms of the Settlement in full into this Final Approval Order as though fully set
27 forth herein.

1 11. The Court finds and determines the Administration Expenses of \$7,250 incurred by the
2 Administrator in administering the Settlement are fair and reasonable. The Court orders these
3 Administration Expenses be paid in accordance with the terms of the Settlement.

4 12. The Court finds and determines the Service Payment of \$10,000 to Plaintiff Arias is fair
5 and reasonable. The Court orders the Service Payment be paid in accordance with the terms of the
6 Settlement.

7 13. The Court finds and determines payment to the California Labor and Workforce
8 Development Agency of \$13,000, as its 65% share of the civil penalties under the Private Attorneys
9 General Act is fair, reasonable, and appropriate. The Court orders that amount be paid in accordance
10 with the terms of the Settlement and approves the settlement of claims under the Private Attorneys
11 General Act pursuant to Labor Code § 2699(s)(2).

12 14. The Court finds and determines payment to the PAGA Members of \$7,000, as their 35%
13 share of the civil penalties under the Private Attorneys General Act is fair, reasonable, and appropriate.
14 The Court orders that amount be paid in accordance with the terms of the Settlement.

15 15. Pursuant to the terms of the Settlement and the statutory provisions authorizing
16 attorneys' fees under the California Labor Code and Code of Civil Procedure, as set forth in the Motion
17 for Attorneys' Fees, the Court awards Plaintiff's Counsel payment of the Attorneys' Fees of \$133,320
18 and Litigation Costs of \$16,830.14. Class Counsel has sufficiently explained the basis for the fee
19 award based on a percentage of the fund. The Court finds such amounts to be fair and reasonable.
20 The Court orders the Settlement Administrator to make these payments in accordance with the
21 Settlement.

22 16. The Administrator is hereby directed to distribute the Gross Settlement Amount as
23 contemplated under the Settlement, including any unclaimed funds which shall be sent to the State of
24 California's Unclaimed Property Division, without the need to submit a separate amended Order.

25 17. Without affecting the finality of this Order or the entry of judgment in any way and
26 pursuant to C.C.P. Section 664.6, the Court retains jurisdiction of the Parties, their counsel, the
27 Administrator, and all matters relating to the interpretation, administration, implementation, and
28 enforcement of this Order and the Settlement.

1 18. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
2 the Settlement or under this Order, including the requirement that Defendant make payments to Class
3 Members in accordance with the Settlement.

4 19. The Court hereby ENTERS FINAL JUDGMENT in accordance with the terms of the
5 Settlement, in accordance with this Final Approval Order and Judgment.

6 20. The Parties shall comply with Cal. Rules of Court Rule 3.771(b), by filing a Notice of
7 Entry of Judgment with the Court.

8 21. _____
9 _____
10 _____
11 _____
12 _____

13 **IT IS SO ORDERED.**

14
15 Date: _____

9/18/24

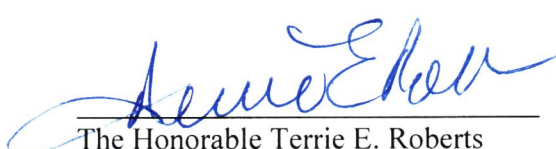
16 
The Honorable Terrie E. Roberts
Judge of the Superior Court
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EXHIBIT 2

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE
TENTATIVE RULING**

HEARING DATE: 9/18/2026

JUDICIAL OFFICER: TERRIE E. ROBERTS

CASE NO.: 25CU021078C

CASE TITLE: Arias vs The Institute for Effective Education

Plaintiff Jonathan Arias (“Plaintiff”)’s Motion for Final Approval of Class Action and PAGA Settlement (the “Final Approval Motion”) **is granted.** (*See* Cal. Rules of Court, Rule 3.769 (a), (b), (g).)

Plaintiff’s Motion for Attorneys’ Fees and Costs (the “Fees Motion”) **is granted.**

As the Final Approval Motion and the Fees Motion (collectively the “Motions”) are intertwined, the Court will address them together.

The Court construes the lack of opposition as a concession of the Motions’ merits. (*See* San Diego Rules of Court, Rule 2.1.19.B.) In addition, and considering no objections or requests for exclusion have been received from members of the Settlement Class Members, the Court finds that the Class Action and PAGA Settlement Agreement (the “Settlement Agreement”), attached as Exhibit 1 to the Declaration of Conor J.D. Gomez (“Gomez Decl.”) (ROA # 38) is fair, adequate, and reasonable in light of the issues fairly presented. (*See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801; *In re Microsoft I-V Cases* (2006) 135 Cal. App. 4th 706, 723; *In re Cellphone Termination Fee Cases* (2010) 186 Cal. App. 4th 1380, 1389; Ferraro Decl. (ROA # 27), ¶¶ 1-11, 13-15, 20-21.) The Court also finds that the requested attorneys’ fees and costs are fair and reasonable.

In particular, the Settlement Administrator Phoenix Settlement Administration (“Phoenix”) sent the Class Notice to all 311 individuals listed in the Class List, (Islas Decl., ¶¶ 2- Ex. A.)¹ Of those notices, 44 were returned without a forwarding address. (*Id.*, ¶ 5.) Phoenix then attempted to locate updated mailing addresses using skip tracing and obtained 36 updated addresses through this process, with only 8 notices remaining undeliverable. (*Id.*, ¶¶ 5-6.) Phoenix received zero objections or disputes, and only one request for exclusion. (*Id.*, ¶¶ 7-9.) Accordingly, there are 310 Class Members who have not submitted valid Requests for

¹ The Court notes that the Gomez Decl. contains a typographic error regarding the numbering of the paragraphs, with what should be paragraph No. 5 being listed as paragraph No. 3, with the numbering continuing from that number (i.e., paragraph No. 6 is listed as paragraph 4 and so on). For clarity purposes, the paragraphs will be referenced according to their consecutive order, not as numbered in the document.

Exclusion and are therefore deemed Settlement Class Members, representing 99.68% of the Class. (*Id.*, ¶ 10.) Settlement Class Members have worked a collective total of 13,852 Workweeks during the Class Period, with each Workweek being valued at \$15.35. (*Id.*)

The Net Settlement Amount of \$212,599.86 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$133,320.00), and Class Counsel costs (\$16,830.14), requested Enhancement Payment to Plaintiff Arias (\$10,000.00), the PAGA Amount (\$20,000.00), and the requested Settlement Administration Costs (\$7,250.00) from the Gross Settlement Amount (\$400,000.00). (*Id.*, ¶ 13.) Based on these calculations, the maximum Individual Settlement Share to be paid is approximately \$3,468.64, the lowest Individual Settlement Share to be paid is approximately \$15.35, while the average Individual Settlement Share to be paid is approximately \$685.81. (*Id.*, ¶ 12.) Aggrieved Employees will also receive an estimated average Individual PAGA Payment of \$52.57, with the highest estimated average Individual PAGA Payment being \$101.73. (*Id.*, ¶ 19.) Furthermore, Plaintiffs' counsel provided evidence supporting the requested attorneys' fees (33% of Gross-Settlement) and costs, including counsel's background and litigation history. (*See Gomez Decl.*, ¶¶ 2-3, 6-16, Ex. 2-4.)

Accordingly, the Court grants the Motions and approves on a final basis: (1) the Settlement Agreement in its entirety, including the \$400,000.00 non-revisionary Gross Settlement Amount; (2) \$133,320.00 in attorneys' fees and \$16,830.14 in costs to class counsel, the Ferraro Vega Employment Lawyers, Inc.; (2) \$7,250.00 to the Settlement Administrator, Phoenix Settlement Administrators; (3) \$20,000.00 PAGA Settlement (65% paid to Labor and Workforce Development Agency and 35% paid to PAGA Members); and (4) class representative service award to Plaintiff in the amount of \$10,000.00. The parties may effectuate the Settlement Agreement consistent with its terms and this Order. The Court will sign Plaintiff's proposed order and enter judgment thereon. (*See Cal. Rules of Court*, Rule 3.771; ROA # 54.) The Court shall retain jurisdiction over the parties to enforce the terms of the Judgment. (*See Cal. Rules of Court*, Rule 3.769(h).)

This is the tentative ruling for the hearing at 10:30 a.m. on Friday, September 18, 2026. If no party appears at the hearing, this tentative ruling will become the order of the Court as of September 18, 2026. If the parties are satisfied with the Court's tentative ruling or do not otherwise wish to argue the Motion, they are encouraged to give notice to the Court and each other of their intention not to appear, though this notice is not required.