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

JAN 21 2026

BY 
VALERIE URUENA, DEPUTY

7 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

10 JENNIFER KELLY, an individual, on behalf of
11 herself, the State of California, as a private
12 attorney general, and on behalf of all others
13 similarly situated,

14 Plaintiff,

15 v.

16 EXPERT ABA CONSULTING, LLC; a
17 California Limited Liability Company; and
18 DOES 1 TO 50,

19 Defendants.

Case Number: CIVSB2305539

[Proposed] Order

*[Plaintiff's Notice of Motion and Motion for
Preliminary Approval of Class Action
Settlement; Declaration of Jonathan Melmed,
Esq.; and Declaration of Jennifer Kelly filed
concurrently herewith]*

Date: January 21, 2026
Time: 8:30 a.m.
Dept.: S26 
Judge: Hon. Jessica Morgan

Complaint Filed: February 22, 2023
FAC Filed: October 4, 2023
Trial Date: None Set

1 **[PROPOSED] ORDER**

2 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
3 before this Court on January 21, 2026, at 8:30 a.m. in Department S26, the Honorable Jessica Morgan,
4 presiding. The Court having considered the papers submitted in support of the application of the parties,
5 **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Settlement Agreement and Release of Class Action (the "Settlement
8 Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of Plaintiff's
9 Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used herein
10 shall have the same meaning as defined in the Settlement Agreement. The settlement set forth in the
11 Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court
12 preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$540,000.00**;
14 b. The Class Representative enhancement payment to the named Plaintiff of
15 **\$7,500.00**;
16 c. Court approved attorneys' fees to Class Counsel of up to **\$180,000.00**,
17 representing one-third of the Gross Settlement Amount;
18 d. Court approved litigation costs to Class Counsel of up to **\$25,000.00**;
19 e. Fees and Costs of the Settlement Administrator of up to **\$20,000.00**; and
20 f. A PAGA allocation of **\$25,000.00**, with **\$18,750.00** (i.e., 75%) payable to the
21 California Labor & Workforce Development Agency for its portion of the
22 PAGA penalties.

23 2. This Court has considered the papers in support of the Motion and the Settlement
24 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for
25 settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed
26 Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d)
27 the claims of the Class Representative is typical of the claims of the proposed Class Members; (e) Class
28

1 Representative's counsel has and is able to adequately represent the proposed Class; (f) the Class
2 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is
3 superior to individual litigation because common issues predominate over individual issues for
4 settlement purposes.

5 3. The Settlement falls within the range of reasonableness and appears to be presumptively
6 valid, subject only to any objections that may be raised at the final fairness hearing and final approval
7 by this Court.

8 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
9 fees and costs to Class Counsel, and the Class Representative's enhancement award should be finally
10 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
11 time set forth in the Implementation Schedule.

12 5. This Court approves, as to form and content, the Notice of Proposed Class Action
13 Settlement ("Class Notice"), in substantially the form attached to the Settlement Agreement herein as
14 **Exhibit 1**. The Court approves the procedure for Class Members to participate in, to opt out of, and to
15 object to, the Settlement as set forth in the Settlement Agreement.

16 6. The Court directs the mailing of the Class Notice by first class mail to the Class
17 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates
18 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,
19 meet the requirements of due process and provide the best notice practicable under the circumstances
20 and shall constitute due and sufficient notice to all persons entitled thereto.

21 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
22 only.

23 8. The Court preliminary certifies for settlement purposes only the Settlement Class
24 defined as follows: *all individuals who are or were employed by Defendant as non-exempt employees*
25 *during the Class Period. See Settlement Agreement, at § 1.39. The Class Period is defined as the period*
26 *of time from February 22, 2019, through October 14, 2024. Id., at § 1.10.*

27 All Settlement Class members who do not timely opt out will release all claims pled in the
28 Complaint and all claims that could have been pled, whether known or unknown, based on the facts

1 alleged in the Complaint, arising out of services to Expert ABA Consulting, LLC during the Class
2 Period upon final court approval of the settlement, including claims for wages, penalties, bonuses,
3 attorneys' fees and/or costs.

4 This Settlement Agreement will not release any person, party, or entity from claims, if any, by
5 Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor
6 does it release any claims, actions, or causes of action which may be possessed by Class Members
7 under state or federal discrimination statutes, including, without limitation, the California Fair
8 Employment and Housing Act (Gov. Code, §§ 12900-12996); the Unruh Civil Rights Act (Civ. Code,
9 § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);
10 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income
11 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and
12 interpretive guidelines.

13 9. The Court confirms Plaintiff Jennifer Kelly as Class Representative, and Jonathan
14 Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

15 10. The Court appoints Apex Class Action Administration as the Settlement Administrator.

16 11. To facilitate administration of the Settlement pending final approval, the Court hereby
17 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
18 proceedings (including filing claims with the Division of Labor Standards Enforcement of the
19 California Department of Industrial Relations) regarding claims released by the Settlement, unless and
20 until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator
21 and the time for filing claims with the Settlement Administrator has elapsed.

22 12. The Court orders the following **Implementation Schedule** for further proceedings:

23 a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
25 b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
27 c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]

d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after May 22, 2026)	<u>6-4-26</u> , 2025 at <u>8:30</u> (a.m)/p.m.

13. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

14. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: 1-24-26

 Kevin Lee
Hon. Jessica Morgan
Judge of the Superior Court, County of San Bernardino