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

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

Plaintiff,

v.

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

Defendants.

Case Number: CIVSB2305539

**[Proposed] Order Granting Plaintiff's Motion
for Final Approval of Class Action**

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

Date: June 4, 2026
Time: 8:30 a.m.
Dept.: S26
Judge: Hon. Kevin Lee

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

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

JUN 04 2026

BY 
VALERIE URUENA, DEPUTY

1 **[PROPOSED] ORDER**

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

6 In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having
7 been given to Class Members, and the Court having considered the Settlement Agreement and Release
8 of Class Action (the "Settlement Agreement"), all of the legal authorities and documents submitted in
9 support thereof, all papers filed and proceedings has herein, all oral and written comments received
10 regarding the proposed settlement, and having reviewed the record in this litigation, and good cause
11 appearing, the Court GRANTS final approval of the Settlement and **ORDERS AND MAKES THE**
12 **FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL JUDGMENT AS**
13 **FOLLOWS:**

14 1. All terms used in this Order Granting Final Approval of Class Action Settlement and
15 Final Judgment (the "Order") shall have the same meanings given as those terms are used and/or
16 defined in the parties' Settlement Agreement.

17 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
18 jurisdiction to approve this Settlement and all exhibits thereto.

19 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
20 Agreement and as follows:

21 all individuals who are or were employed by Defendant as non-exempt employees in
22 California from February 22, 2019, to October 14, 2024.

23 4. The Court deems this definition sufficient for the purpose of California Rule of Court
24 3.765(a), and solely for the purpose of effectuating the Settlement.

25 5. The Court finds that an ascertainable class of 642 class members exists and a well-
26 defined community of interest exists on the questions of law and fact involved because in the context
27 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of
28 the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and

1 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
2 protected the interest of the Class Members.

3 6. The Court is satisfied that Apex Class Action Administration, which functioned as the
4 Settlement Administrator, completed the distribution of Class Notice and Share Form to the Class in a
5 manner that comports with California Rule of Court 3.766. The Class Notice informed 642 Class
6 Members of the Settlement terms, their rights to do nothing and receive their settlement share, their
7 rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and
8 their rights to appear at the Final Approval Hearing and be heard regarding approval of the Settlement.
9 Adequate periods of time to respond and to act were provided by each of these procedures. No Class
10 Members filed written objections to the Settlement as part of this notice process, and no Class Member
11 filed a written statement of intention to appear at the Final Approval Hearing. Only one Class Member
12 submitted a request for exclusion.

13 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
14 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and
15 compliant with all applicable requirements of the California Code of Civil Procedure, the California
16 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and
17 any other applicable law, and in the best interests of each of the Parties and Class Members.

18 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
19 terms and declares the Settlement Agreement to be binding on all Class Members.

20 9. The Court finds that the Settlement Agreement has been reached as a result of informed
21 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
22 extensive investigation and research, and their attorneys were able to reasonably evaluate their
23 respective positions.

24 10. The Court also finds that the Settlement now will avoid additional and potentially
25 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
26 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the
27 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant
28 relief for Class Members.

1 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding
2 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
3 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
4 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
5 concession, or liability whatsoever by or against Defendant.

6 12. The Court appoints Plaintiff Jennifer Kelly as Class Representative and finds him to be
7 adequate.

8 13. The Court appoints Jonathan Melmed, Esq. and Laura M. Supanich, Esq., of Melmed
9 Law Group P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class
10 action litigation.

11 14. The terms of the Agreement, including the Gross Settlement Amount of \$540,000.00 is
12 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final
13 approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court
14 approves the following allocations, which fall within the ranges stipulated by and through the
15 Settlement Agreement:

- 16 1. The \$12,490.00 designated for payment to Apex Class Action Administration, the
17 Settlement Administrator, is fair and reasonable. The Court grants final approval of, and
18 orders the Parties to make the payment to the Settlement Administrator in accordance
19 with the Agreement.
- 20 2. The \$180,000.00 amount requested by Plaintiff and Class Counsel for the Class
21 Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the
22 Class. The Court grants final approval of, awards, and orders the Class Counsel Fees
23 Payment to be made in accordance with the Agreement.
- 24 3. The Court awards \$19,218.44 in litigation costs, an amount which the Court finds to be
25 reflective of the reasonable costs incurred. The Court grants final approval of, and order
26 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
27 with the Agreement.

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1 4. The \$7,500.00 requested by Plaintiff for the Incentive Award is fair and reasonable. The
2 Court grants final approval of, and orders the Incentive Award to be paid in accordance
3 with the Agreement.

4 5. The Court approves of the \$25,000.00 allocation assigned for claims under the Private
5 Attorney General Act (PAGA), and orders 75% thereof (i.e., \$18,750.00) to be paid to
6 the California Labor and Workforce Development Agency (LWDA) in accordance with
7 the terms of the Settlement Agreement.

8 15. The Court orders the Parties to comply with and carry out all terms and provisions of
9 the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case
10 the provisions of this Order shall take precedence and supersede the Settlement.

11 16. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's
12 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in
13 this case if the Settlement fails to become Final or effective, or in any other case without limitation.

14 17. All Class Members shall be bound by the Settlement and this Order, including the
15 release of claims as set forth in the Agreement.

16 18. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
17 provided in the Settlement Agreement.

18 19. All checks mailed to the Class Members must be cashed within one hundred eighty
19 (180) days after mailing.

20 20. Within 7 days after the Court has held a Final and Fairness Approval Hearing and
21 entered a final order certifying the Class for settlement purposes only and approving the Class
22 Settlement, the Settlement Administrator will give notice of judgment to Settlement Class Members
23 pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment
24 on its website.

25 21. The Court retains continuing jurisdiction over the Action and the Settlement, including
26 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
27 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
28 Judgment matters as may be appropriate under court rules or applicable law.

1 22. Plaintiff shall file with the Court a report regarding the status of distribution within one
2 hundred and twenty (120) days after all funds have been distributed.

3 23. This Final Judgment is intended to be a final disposition of the above captioned action
4 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes
5 all claims released by the Settlement Agreement, against Defendant.

6 24. The Court hereby sets a hearing date of 10-17-2027 at 830 pm/am for
7 a hearing on the final accounting and distribution of the settlement funds.

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9 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

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11 Dated: JUN 04 2026

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 **KEVIN C. LEE**

Judge of the Superior Court, County of San Bernardino