



MAR 27 2024

CLERK OF THE COURT
BY: *Attilia Echeverri*
Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

ERIC BOTCHER and SAMUEL D.
GALIZIA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

MAKE SCHOOL PBC f/k/a MAKE
SCHOOL INC., MAKE SCHOOL ABC,
LLC, MAKE SCHOOL ISA SPV, LLC,
VEMO EDUCATION, INC., and DOES 1
through 10,

Defendants.

Case No. CGC-21-592710

ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

1 Plaintiffs' Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion
2 for Attorneys' Fees and Costs and for Incentive Awards came before the Court on March 22,
3 2024. The Court, having considered all papers filed and the entire record of the proceedings in
4 this matter, and good cause appearing therefor, hereby finds and orders:

5 1. The definitions and provisions of the Amended Settlement Agreement dated July
6 28, 2023, and the Amendment to the Amended Settlement Agreement dated September 5, 2023
7 (collectively, the "Agreement") are hereby incorporated as though fully set forth herein.¹ For
8 purposes of this Order, capitalized terms shall have the meaning ascribed to them in the
9 Agreement.

10 2. This Court has jurisdiction over the subject matter of the Agreement with respect
11 to and over all parties to the Agreement, including all members of the Settlement Class.

12 3. Pursuant to the Court's Preliminary Approval Order, the Settlement
13 Administrator, CPT Group, has complied with the approved notice process as confirmed in its
14 declaration filed with the Court. The Court finds that the form and method for notifying the
15 Settlement Class Members of the Settlement and its terms and conditions was in conformity with
16 this Court's Preliminary Approval Order. The Court finds that the notice provided was the best
17 notice practicable under the circumstances thereby satisfying due process requirements.

18 4. In response to the notice, one Class Member objected to the Settlement and three
19 Class Members requested to be excluded from the Settlement.

20 a. The Court overrules Class Member Christopher Barnes's objection.

21 b. This Order is binding on all Settlement Class Members, except those individuals
22 named in Exhibit A. The Court hereby excludes these persons from the Settlement Class and the
23 Settlement.

24 5. The Court hereby approves the Settlement, including the settlement relief, and
25 finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class

26 ¹ The Amended Settlement Agreement is attached as Exhibit 1 to the Declaration of Melody L.
27 Sequoia filed July 28, 2023. The Amendment to Amended Settlement Agreement is attached as
28 Exhibit 1 to the Supplemental Declaration of Melody L. Sequoia filed September 5, 2023.

1 Members, within the authority of the parties, and the result of extensive arm's length
2 negotiations.

3 6. The Agreement is finally approved and shall be consummated in accordance with
4 the terms and provisions thereof, except as amended by any order issued by this Court. The
5 Settlement Administrator shall void, cancel, terminate, or consolidate and replace each
6 Settlement Class Member's ISAs in the manner specified in the Agreement.

7 7. Pursuant to California Code of Civil Procedure section 382, the Court finally
8 certifies, for settlement purposes only, the following Settlement Class:

9 All Persons who obtained at least one income share agreement from Make
10 School on or after June 1, 2015 that remained outstanding as of April 28,
11 2023. Excluded from the Settlement Class are the judges to whom the
Action is assigned and the members of their staff or immediate family.

12 8. Solely for purposes of settlement, the Court hereby finally appoints Plaintiffs Eric
13 Botcher and Samuel D. Galizia as representatives of the Settlement Class. The Court hereby
14 finds and determines that an incentive award of \$2,500 to each of them is appropriate under the
15 circumstances of the case and the time and effort spent by Plaintiffs in litigating the case on
16 behalf of the Settlement Class.

17 9. Melody L. Sequoia of The Sequoia Law Firm and William E. Kennedy of The
18 Consumer Law Office of William E. Kennedy are hereby confirmed as the appointed Class
19 Counsel.

20 10. The Court finds and determines that the attorneys' fees request is reasonable
21 under the lodestar method. The Court further finds that the litigation costs request is reasonable
22 and that the litigation costs incurred are relevant to the litigation. Accordingly, the Court hereby
23 awards \$450,000 to Class Counsel for attorneys' fees and litigation costs.

24 11. This Order does not constitute an expression by the Court of any opinion, position,
25 or determination as to the merit or lack of merit of any of the claims or defenses of the Settlement
26 Class Representatives, the Settlement Class Members, or Defendants. Neither this Order nor the
27 Agreement is an admission or indication by Defendants of the validity of any claims in this
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1 action or of any liability or wrongdoing or of any violation of law. This Order and the
2 Agreement do not constitute a concession and shall not be used as an admission or indication of
3 any wrongdoing, fault or omission by Defendants or any other person in connection with any
4 transaction, event or occurrence, and neither this Order nor the Agreement nor any related
5 documents in this proceeding nor any reports or accounts thereof shall be offered or received in
6 evidence in any civil, criminal or administrative action or proceeding, other than such
7 proceedings as may be necessary to consummate or enforce this Order, the Agreement and all
8 releases given thereunder, or to establish the affirmative defenses of res judicata or collateral
9 estoppel.

10 12. The Court hereby dismisses the claims asserted in the Action with prejudice,
11 without costs as to any of the Parties against the others, except as set forth herein.

12 13. Except as to the rights and obligations provided for under the terms of the
13 Agreement, the Settlement Class Representatives and Settlement Class Members, shall be
14 deemed to have, and by operation of the Judgment shall have, as of the Effective Date, fully
15 released and forever discharged the Released Parties of the Released Claims as fully set forth in
16 the Agreement.

17 14. In aid of this Court's jurisdiction to implement and enforce the settlement, the
18 Settlement Class Representative and all participating Settlement Class Members and all persons
19 purporting to act on behalf of Settlement Class Members are enjoined, directly, on a
20 representative basis or in any other capacity, from asserting, commencing, prosecuting or
21 continuing any of the Released Claims against Defendants or any of the other Released Parties in
22 any action, arbitration or proceeding in any court, arbitral forum, or tribunal.

23 15. As of the Effective Date, Settlement Class Members will be bound by the New
24 Agreement attached to the Agreement as Exhibit C, if applicable. The New Agreement's term
25 will start sixty (60) Days after the Effective Date. The term and related payment details of each
26 New Agreement for each Settlement Class Member are set forth in the Agreement. Defendants
27 Make School SPV and Make School ABC shall direct the Servicer to provide copies of these

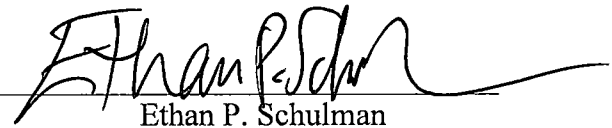
1 New Agreements to each participating Settlement Class Member by e-mail and U.S. Mail within
2 fifteen (15) Days after the Effective Date.

3 16. Without affecting the finality of this Order in any way, the Court retains
4 continuing jurisdiction over: (a) implementation of the Agreement and relief contemplated by
5 the Agreement, until all acts agreed to be performed pursuant to the Agreement have been
6 performed; and (b) all parties to this action and members of the Settlement Class for the purpose
7 of enforcing and administering the Agreement.

8 17. A Status Conference is set for June 28, 2024 at 2:30 p.m. A status report shall be
9 filed no later than five court days prior to the Status Conference. The status report should
10 address the status of effectuating the Settlement and any issues the parties would like to bring to
11 the Court's attention.

12 IT IS SO ORDERED.

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14 Dated: Mar. 26, 2024

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Ethan P. Schulman
17 Judge of the Superior Court
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EXHIBIT A

Excluded Persons:

1. Connor Oswald
2. Deandre Harrison
3. Jasmine Humbert

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On March 27, 2024, I electronically served ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: MAR 27 2024

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk