



**FILED**

San Francisco County Superior Court

MAR 27 2024

OF THE COURT  
BY: Christina 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

FINAL JUDGMENT

1 **JUDGMENT**

2 Judgment is hereby entered in accordance with the terms of this Court’s Order Granting  
3 Final Approval of Class Action Settlement dated March 26, 2024 (“Final Approval Order”). For  
4 the purposes of this Judgment, capitalized terms shall have the meaning ascribed to them in the  
5 Amended Settlement Agreement dated July 28, 2023, and the Amendment to the Amended  
6 Settlement Agreement dated September 5, 2023 (collectively, the “Agreement”) and the  
7 definitions and provisions of the Agreement are hereby incorporated as though fully set forth  
8 herein.<sup>1</sup>

9 The Settlement Class is defined as:

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

13 One Class Member, Christopher Barnes, objected to the Settlement. The Court overruled  
14 Christopher Barnes’s objection in its Final Approval Order.

15 Three Class Members requested exclusion from the Settlement Class (“Excluded  
16 Persons”). The list of Excluded Persons is attached as Exhibit A and incorporated by reference in  
17 this Judgment. Excluded Persons are not bound by this Judgment or the terms of the Agreement  
18 and may pursue their own individual remedies against Defendants. However, Excluded Persons  
19 are not entitled to any rights or benefits provided to Settlement Class Members by the terms of  
the Agreement.

20 All Settlement Class Members who have not timely and validly requested exclusion from  
21 the Settlement Class are bound by this Judgment and by the terms of the Agreement.

22 In its Final Approval Order, the Court granted Class Counsel’s request for attorneys’ fees  
23 and litigation costs in the amount of \$450,000. The Court hereby directs payment to Class Counsel  
24 in accordance with the Agreement.

25  
26 <sup>1</sup> 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 In its Final Approval Order, the Court also approved an incentive award of \$2,500 for each  
2 Settlement Class Representative, totaling \$5,000. The Court hereby directs payment of the  
3 incentive awards to the Settlement Class Representatives in accordance with the Agreement.

4 The Settlement Administrator shall void, cancel, terminate, or consolidate and replace  
5 each Settlement Class Member's ISAs in the manner specified in the Agreement.

6 As of the Effective Date, participating Settlement Class Members will be bound by the  
7 New Agreement attached to the Agreement as Exhibit C, if applicable. The New Agreement's  
8 term will start sixty (60) Days after the Effective Date. The term and related payment details of  
9 each New Agreement for each Settlement Class Member are set forth in the Agreement.

10 Defendants Make School SPV and Make School ABC shall direct the Servicer to provide copies  
11 of these New Agreements to each participating Settlement Class Member by e-mail and U.S.  
12 Mail within fifteen (15) Days after the Effective Date.

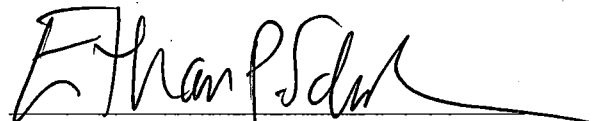
13 Pursuant to the Agreement and California Rules of Court, rule 3.769(h), and without  
14 affecting the finality of this Judgment, the Court hereby enters judgment and retains continuing  
15 and exclusive jurisdiction over the Parties and all matters relating to this Action and/or the  
16 Agreement, including the administration, interpretation, construction, effectuation, enforcement,  
17 and consummation of the Settlement Agreement and the Court's Orders in this Action.

18 Notice of this Judgment shall be given to the Settlement Class by posting this Judgment on  
19 the settlement website: [www.makeschoolsettlement.com](http://www.makeschoolsettlement.com).

20 This document shall constitute a judgment for the purposes of California Rules of Court, rule  
21 3.769(h).

22 IT IS SO ORDERED.

23  
24 Dated: Mar. 26, 2024



Ethan P. Schulman  
Judge of the Superior Court

## 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 FINAL JUDGMENT 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