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Attorney for Plaintiff,
ERIK FRANCO
And all putative class members

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
11/16/2026
Angela Braun, Executive Officer
BY Chavez, Terri
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

ERIK FRANCO, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

SBR9, L.P., DBA RARE SOCIETY, a California Limited Partnership, and DOES 1-50, inclusive,

Defendant.

Case No.: 24CV04218

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL TO CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, CLASS REPRESENTATIVE SERVICE PAYMENT, AND FINAL JUDGMENT THEREON

HEARING INFO
Date: November 16, 2026
Time: 10:00 a.m.
Judge: Hon. Colleen K. Sterne
Dept.: 5

On November 16, 2026, at 10:00 a.m., a hearing was held on Plaintiff ERIK FRANCO'S unopposed Motion for Final Approval of the Class Action and Representative Settlement Agreement and Motion for Class Counsel Fees, Class Counsel Costs, and Class Representative Service Payment.

The Parties have submitted their Class Action and PAGA Settlement Agreement and Class Notice ("Settlement"), which this Court preliminarily approved on May 19, 2026 (the "Preliminary Approval Order"). Under the Preliminary Approval Order, Class Members have been given adequate notice of the terms of the Settlement and the opportunity to object to it, submit a dispute, or to exclude themselves from it.

Having received and considered the Settlement, the supporting papers filed by the Parties, and the evidence and argument received by the Court before entering the Preliminary Approval Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

1. Except as otherwise specified herein, the Court for purposes of this Final Approval Order and Judgment adopts all defined terms set forth in the Settlement. All terms of the Settlement are incorporated by reference and adopted herein.

2. For settlement purposes only, the Court grants certification of the Class. The Class is defined as:

> all current or former hourly, non-exempt employees who were employed by Defendant in California during the Class Period, which extends from July 29, 2020 to May 19, 2026.

3. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") was sent to each Class Member on August 11, 2026 by first-class mail in English and Spanish. The Class Notice informed Class Members of the terms of the Settlement, their right to receive an Individual Class

Payment, their right to comment on or object to the Settlement and/or the attorneys' fees and costs, their right to elect not to participate in the Settlement and pursue their own remedies, and their right to appear in person and/or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

4. The Court finds and determines that no individuals requested to opt out of the Settlement. No Class Members submitted objections or disputes.

5. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

6. For the reasons stated in the Preliminary Approval Order, the Court finds and determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to each Class Member and that the Participating Class Members will be bound by the Settlement, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

7. The Court finds and determines that the all-inclusive Gross Settlement Amount, which amounts to $92,351.82 after application of the Escalator Clause, and the Individual Class Payments to be paid to the Participating Class Members under the Settlement are fair and reasonable. The Court hereby grants final approval and orders Defendant to fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 10 business days after the Effective Date, as defined in Paragraph 1.17 of the Settlement. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator shall mail checks and transmit payment for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation

Expenses Payment, and the Class Representative Service Payment. The monetary terms of the Settlement, detailed in the following chart, are discussed further below.

Gross Settlement Amount	$88,350.00
Escalator Clause Amount	*$4,001.82*
New Gross Settlement Amount	$92,351.82
Plaintiff's Class Rep. Service Payment	-$5,000.00
Plaintiff's Attorney Fees (33.33%)	-$30,780.86
Plaintiff's Costs	-$6,740.56
PAGA Payment	-$8,000.00
Settlement Administration	-$6,950.00
Net Settlement Amount for Distribution to the Class	$34,880.40

8. The Court finds and determines that the Settlement Administration Cost for the Settlement in the amount of $6,950.00 is fair and reasonable. The Court hereby grants final approval to and orders that the payment of that amount be paid out of the Gross Settlement Amount to the Settlement Administrator in accordance with the Settlement.

9. The Court finds and determines that the request by Plaintiff ERIK FRANCO for a Class Representative Service Payment is fair and reasonable and hereby orders that the requested payment in the amount of $5,000 to be paid to Plaintiff out of the Gross Settlement Amount.

10. The Court finds and determines that the PAGA Settlement is fair, reasonable, and adequate, and pursuant to Labor Code section 2699, subdivision (s)(2), hereby approves the PAGA Payment of $8,000.00, to be allocated 65% ($5,200.00) to the LWDA and 35% ($2,800.00) to the PAGA Settlement Employees, and to be paid out of the Gross Settlement Amount in accordance with the Settlement.

11. The Court further finds and determines that the request by Class Counsel for the Class Counsel Fee is fair and reasonable and hereby orders that $30,780.86 (33.33%) be paid to Koul Law Firm, APC out of the Gross Settlement Amount.

12. The Court also finds and determines that the request by Class Counsel for Class

Counsel Expenses is fair and reasonable and hereby orders that actual costs amounting to $6,740.56 be paid to Koul Law Firm, APC out of the Gross Settlement Amount.

13. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer-side taxes, the Participating Class Members will forever completely release and discharge the Released Parties from the claims released by Participating Class Members in Paragraph 5.2 of the Settlement for the Class Period.

14. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer side taxes, Plaintiff, the Labor Commissioner/LWDA on behalf of the State of California, and all PAGA Settlement Employees will forever completely release and discharge the Released Parties from the Released PAGA Claims as defined in Paragraph 5.3 of the Settlement through the PAGA Period.

15. Pursuant to the terms of the Settlement, Plaintiff makes an additional release as defined in Paragraph 5.1 of the Settlement ("Plaintiff's Release"). Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 which states:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

16. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order, including the requirement that Defendant make payment in accordance with the Settlement.

17. If, for any reason, the Settlement ultimately does not become Final (as defined by the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective positions in the action as those positions existed immediately before the Parties executed the Settlement; and nothing stated in the Settlement or any other papers filed with this Court in connection with the Settlement will be deemed an admission of any kind by any of the Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in the Action or in any other action.

18. The Parties entered into the Settlement solely for the purpose of compromising and settling disputed claims. Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly denied by Defendant.

19. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, leaving no unpaid residue subject to Code of Civil Procedure section 384(b).

20. By means of this Final Approval Order, this Court hereby enters final judgment in this Action.

21. Without affecting the finality of this Final Approval Order and Judgment in any way, pursuant to California Rules of Court, rule 3.769(h), the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order, Judgment and the Settlement under Code of Civil Procedure § 664.6.

22. The Parties are hereby ordered to comply with the terms of the Settlement.

23. Each side is to bear its own costs and attorneys' fees except as provided by the Settlement and this Final Approval Order and Judgment.

24. The Court sets a final accounting hearing for May 17, 2027, at 10 AM Plaintiff must file a final report 14 days before the final accounting hearing.

IT IS SO ORDERED AND ADJUDICATED.

DATED: **11/16/2026**

Honorable Colleen K. Sterne
Judge of the Superior Court

PROOF OF SERVICE

Case No. 24CV04218

Franco v. SBR9, L.P. dba Rare Society

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On October 22, 2026, I served the foregoing document described as:

1. **NOTICE OF MOTION FOR: (1) FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; (2) APPROVAL OF ATTORNEYS' FEES; (3) REIMBURSEMENT OF LITIGATION COSTS; AND (4) SERVICE PAYMENT TO REPRESENTATIVE PLAINTIFF;**
2. **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR: (1) FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT; (2) APPROVAL OF ATTORNEYS' FEES; (3) REIMBURSEMENT OF LITIGATION COSTS; AND (4) SERVICE PAYMENT TO REPRESENTATIVE PLAINTIFF;**
3. **[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, CLASS REPRESENTATIVE SERVICE PAYMENT, AND FINAL JUDGMENT THEREON;**
4. **DECLARATION OF NAZO KOULLOUKIAN;**
5. **DECLARATION OF PLAINTIFF ERIK FRANCO;**
6. **DECLARATION OF NICOLE BENCH OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION**

X **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this October 22, 2026, in Glendale, California.

Nadia Chavez

NADIA CHAVEZ

PROOF OF SERVICE

Case No. 24CV04218
Franco v. SBR9, L.P. dba Rare Society

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