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13 Arthur Simms, Jerome Divinity, and
14 Anthony Ochoa

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16 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
17 **COUNTY OF LOS ANGELES**

18 ARTHUR SIMMS, individually and on behalf of
19 all others similarly situated,

20 Plaintiff,

21 v.

22 JOJAX, LLC, a California Limited Liability
23 Company; JOSEPH CARE, an individual;
24 PEDRO ARAGAO DE OLIVEIRA, an
25 individual; JACKSON MORTON, an
26 individual; and DOE 1 through and including
27 DOE 10,

28 Defendants.

FILED
Superior Court of California
County of Los Angeles
10/02/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Corleto Deputy

Case No: 25STCV09312

Assigned to Hon. Elihu M. Berle, Dept. 6

SECOND REVISED ~~PROPOSED~~
ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Complaint Filed: March 28, 2025

1 **WHEREAS**, the Court has before it the unopposed motion by Plaintiffs Arthur Simms, Jerome
2 Divinity, and Anthony Ochoa (“Plaintiffs”) for preliminary approval of a proposed class-action
3 settlement of this case between Plaintiffs and Defendants Jojax, LLC (“Jojax”), Joseph Care (“Care”),
4 Pedro Aragao De Oliveira (“De Oliveira”), and Jackson Morton (“Morton”).

5 **WHEREAS**, Plaintiffs made an application for an order preliminarily approving the settlement
6 of this action, in accordance with the Class Action Settlement (“Settlement”) that set forth the terms and
7 conditions for a proposed settlement of the litigation upon the terms and conditions set forth therein;

8 **WHEREAS**, the Court has read and considered the Motion for Preliminary Approval and the
9 supporting Declarations of Alan Harris, Arthur Simms, Jerome Divinity, and Anthony Ochoa;

10 **WHEREAS**, all defined terms contained herein have the same meanings as those set forth in the
11 Settlement;

12 **IT IS HEREBY ORDERED:**

- 13 1. The Court hereby preliminarily approves the Settlement as being within the range of
14 possible approval and as disclosing no grounds to doubt as to its fairness.
- 15 2. The Settlement has been negotiated at arm’s-length and is preliminarily determined to be
16 fair, reasonable and adequate, pending final hearing and approval.
- 17 3. Solely for purposes of the proposed Settlement, a Class is hereby provisionally certified
18 pursuant to section 382 of the California Code of Civil Procedure as follows: Excluding full-time
19 Staff Employees, all persons paid wages on account of services provided for Defendant JOJAX in
20 the production of Motion Pictures in California. The “Class Period” means the period from March
21 28, 2021 to April 13, 2026.
- 22 4. Excluded from the Settlement Class are all persons who properly and timely submit a
23 request for exclusion.
- 24 5. Solely for purposes of the proposed settlement, the Court preliminarily approves: (a)
25 Alan Harris, David Garrett and Min Ji Gal of Harris & Ruble as Class Counsel; and (b) Arthur
26 Simms, Jerome Divinity, and Anthony Ochoa as the Class Representatives.
- 27 6. The Court orders the following dates:
28

Event	Date
Deadline for Defendants to provide Class Data to Administrator	October 19, 2026
Deadline to serve Notice to Class Members	November 2, 2026
Deadline for Class Counsel to file a Motion for Final Approval of Settlement and Motion for Attorney's Fees and Costs	December 2, 2026
Deadline for the postmark for any Opt-outs, Objections or disputes	January 4, 2027
Deadline for the administrator to file a declaration regarding the outcome of the mailing of the Class Notice. Also, the deadline to respond to objections (same)	January 19, 2027
Hearing Date and Time for Motion for Final Approval and Motion for Attorney's Fees	February 2, 2027, at 9:00 a.m.

7. On the date and time provided above or on such other date and time as the Court may hereafter designate, a final fairness hearing shall be held before this Court, in Department 6 or in such other Department as the Court may hereafter designate, to determine (a) whether the proposed resolution of the litigation on the terms and conditions provided for in the Settlement is fair, reasonable, and adequate and (b) the amount of attorney's fees and costs that should be awarded to Class Counsel and the amount of an incentive payment that should be awarded to the Class Representative.

8. ILYM Group, Inc. is appointed as the third-party settlement administrator.

9. The Settlement Administrator shall supervise and administer the notice procedure as more fully set forth in the Settlement.

1 10. All Settlement Class Members who do not exclude themselves from the Settlement shall
2 be bound by all determinations and judgments in the litigation concerning the Settlement, whether
3 or not favorable to the Settlement Class. Any Settlement Class Member who wishes to be
4 excluded from the Settlement Class and not participate in the proposed Settlement must submit a
5 request for exclusion as more fully set forth in the Agreement.

6 11. The Court reserves the right to adjourn the date of the final-approval hearing without
7 further notice to the Settlement Class Members, and the Court retains jurisdiction to consider all
8 further applications arising out of or connected with the proposed Settlement.

9 12. Attached hereto as Exhibit 1 is the Revised Class Notice including all of the dates
10 described in this Order.

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12 **IT IS SO ORDERED.**

13 DATED: 10/02/2026



Elihu M. Berle

Elihu M. Berle / Judge

The Honorable Elihu M. Berle
Los Angeles Superior Court Judge