

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

<p>JENNA DETMER, SAMANTHA BENNETT, RIESHA TATE, &amp; RACHEL PEREZ on behalf of themselves and a class of similarly situated persons,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>LA'JAMES COLLEGE OF HAIRSTYLING, INC. OF FORT DODGE, d/b/a LA'JAMES INTERNATIONAL COLLEGE,</p> <p><i>et al.</i></p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;"><b>LAW AND EQUITY</b> <b>05771 LACL147597</b></p> <p style="text-align: center;"><b>ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; APPROVAL OF ATTORNEY FEES; CLASS REPRESENTATIVE INCENTIVE AWARDS; AND AUTHORITY TO DISBURSE CLASS SETTLEMENT FUNDS AND DISMISS</b></p>
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This matter is before the Court on Plaintiffs’ Motion for Final Approval of a Class Action Settlement, Attorneys’ Fees, Class Incentive Awards, and Authority to Disburse Settlement Funds and dismiss the case. Upon consideration of the Motion, notice to Class Members, all other Settlement documents, the pleadings in this case as a whole, and argument at the Final Fairness Hearing, the Court concludes that the Settlement and the accompanying notice are fair, reasonable, adequate and in the best interest of the Class.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. This Order of Final Settlement Approval (“Final Order”) incorporates herein and make a part of hereof, the Stipulated Settlement Agreement (Settlement

Agreement”) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and Final Judgment.

2. The Court has personal jurisdiction over all parties to the Class Action, including, but not limited to all Class Members and has subject matter jurisdiction over the Class Action, including, without limitation, jurisdiction to approve the Settlement Agreement, grant final certification to the class, settle and release all claims released in the Settlement Agreement and dismiss the Class Action with prejudice and enter final judgment in the Class Action.
3. The Court finds that the proposed Settlement was reached following a meaningful investigation by Class Counsel and the Parties’ exchange of information. The Settlement was the result of an arm’s-length negotiation and the terms of the Settlement in all respects are fair, reasonable and adequate, and in the best interests of the Class. In so finding, the Court considered evidence presented regarding the risk, the expenses, and complexity of the claims presented, the likely duration of further litigation, the terms in the Settlement Agreement, and the experience and views of Class Counsel. The Court further considered the lack of objections to the proposed Settlement by Class Members.
4. The Court finds that the Settlement is fair, reasonable and adequate based on the following factors, among other things: (a) the absence of any fraud or collusion underlying the Settlement; (b) the Settlement was entered into in good faith; (c)

the complexity, expense, uncertainty and likely duration of litigation in the Class Action favors settlement on behalf of the Class; (d) the Settlement's provision of meaningful benefits to the Class; and (e) any and all other applicable factors that favor final approval.

5. Further, the Court finds that the individual award to each class member and the incentive awards to the class representatives are fair and reasonable under the circumstances with due recognition given to the risks of continued litigation.
6. The Court has received and reviewed the fee agreement between Class Counsel and the plaintiffs, which provides for *pro bono* services, and an award of attorneys' fees if permitted by the claims pursued in the case. This agreement is reasonable and appropriate and the award was reached as a result of separate negotiations between counsel. The parties stipulated attorneys' fee award does not come from the common fund or reduce the amount of compensation received by class members. The Court further finds that the stipulated attorneys' fee set forth in the Settlement Agreement is reasonable, given the complexity and magnitude of the Class claims, the results achieved for the Class, the hours invested by counsel over four years of litigation, and the reasonable hourly rate that the stipulated award reflects.
7. The Court grants final approval of the terms of the Settlement and agreed upon procedures as set forth in the Settlement Agreement reviewed by the Court *in camera* prior to the argument on the Plaintiff's motion for final approval of settlement.

8. The record shows and the Court finds that the manner and form of Notice as set forth in the Settlement Agreement and Plaintiffs' Motion for Order Granting Preliminary Approval of the Settlement Agreement was provided to Class Members as ordered by the Court. The Court finds that such Notice: (a) constitutes reasonable and the best practicable notice to Class Members under the circumstances; (b) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Class Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to any part of the Settlement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the order and Final Order and Final Judgment in the Class Action, whether favorable or unfavorable, on all persons that fail to exclude themselves from the Class; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (d) fully satisfied the requirements of the Constitution of the United States (including the Due Process Clause), Rule 1.271 of the Iowa Rules of Civil Procedure and any other applicable law. No further notice is necessary.
9. Based on the record before the Court, including all submissions in support of the Settlement set forth in the Settlement Agreement and all prior proceedings in the Class Action, a Settlement Class is hereby certified for Settlement purposes only under Iowa Rules of Civil Procedure 1.267 *et seq.* and is defined as:

Named Plaintiffs Jenna Detmer, Riesha Tate, Samantha Bennett, Rachel Perez, and any other student who was enrolled in an academic program at an

Iowa campus of LJIC from February 18, 2018 through May 31, 2023 (the “Time Period”) and during the Time Period both (a) received a disbursement of federal financial aid that created a credit balance; and (b) did not receive the credit balance payment by the 60th day after the start of the payment period in which the credit balance was created.

10. No persons have objected to the Settlement and no person “opted out” from the Class.
11. For settlement purposes and conditioned upon entry of this Final Order and Final Judgment, the Court finds that the Class meets all of the applicable requirements for class certification as set forth in Rule 1.263 of the Iowa Rules of Civil Procedure, including numerosity, commonality, typicality, adequacy of representation, predominance of common issues and superiority of the class action mechanism.
12. The Settlement Agreement is binding on Defendants and all Settlement Class Members.
13. The Class Action is hereby dismissed with prejudice on the merits and without costs or disbursements to any party, except as otherwise provided herein or in the Settlement Agreement.
14. Upon entry of this Final Order and the Final Judgment, Plaintiffs, Class Representatives and each member of the Class, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge, and hold harmless Defendants from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind, and/or type regarding the subject

matter of the Class Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or unasserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Class Action.

15. Defendants and all contributing parties to the Settlement Agreement are forever discharged from any and all liability as to the Claims released in the Settlement Agreement, such that any and all Claims filed by or on behalf of any Settlement Class Member(s) in any form, including without limitation any court or arbitration forum against Defendants and all contributing parties are or shall be dismissed to the extent they assert Claims released in the Settlement Agreement.
16. The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement for all Settlement Class Members. All Settlement Class Members are barred and permanently enjoined from instituting, filing, maintaining, prosecuting, commencing or continuing any and all claims falling within the scope of the claims released in the Settlement Agreement which they had or have against Defendants in any forum, as this is a final judgment order and includes a dismissal with prejudice of all claims. The Court finds that

issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the Settlement and Class Action.

17. Neither this Final Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to implement the Settlement Agreement is, may be construed as, or may be used as: (a) an admission by or against Defendants of any fault, wrongdoing or liability whatsoever; or (b) an admission by or against Plaintiffs that any of their claims are without merit or that recoverable damages do not exceed the amount specified in the Settlement Agreement.
18. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement and the allocation plan as are consistent with this Final Order and the accompanying Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.
19. Without affecting the finality of this Final Order or the accompanying Final Judgment, the Court retains continuing and exclusive jurisdiction over the subject matter of the Class Action and all matters relating to the administration, consummation, enforcement and interpretation of the Settlement Agreement and this Final Order and the accompanying Final Judgment, to protect and effectuate this Final Order and the accompanying Final Judgment, and any other necessary purpose. The Parties, the Class Representatives, and each Settlement Class Member are hereby deemed to have irrevocably submitted to the exclusive

jurisdiction of this Court for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, and only for such purposes.

20. Nothing in this Final Order or the accompanying Final Judgment shall preclude any action in this Court to enforce the terms of the Settlement Agreement.

21. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Class Action.

**IT IS SO ORDERED.**



State of Iowa Courts

**Case Number**  
LACL147597  
**Type:**

**Case Title**  
JENNA DETMER ET AL VS LAJAMES COLLEGE ET AL  
ORDER REGARDING DISMISSAL

So Ordered

A handwritten signature in black ink that reads 'C Kemp'. The signature is written in a cursive style with a large 'C' and 'K'.

Christopher Kemp, District Court Judge,  
Fifth Judicial District of Iowa

Electronically signed on 2024-04-30 16:03:59