Electronically Received 08/03/2026 05:40 PM

Matthew A. Haulk (SBN 272457)
Email: mhaulk@hhemploymentlaw.com
Jose M. Herrera (SBN 289590)
Email: jherrera@hhemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Attorneys for Plaintiff and all others similarly situated
JOSHUA DUARTE

FILED
Superior Court of California
County of Los Angeles
08/25/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSHUA DUARTE, an individual, on behalf of himself and all others similarly situated,

Plaintiffs,

vs.

ACADEMY FOR ADVANCEMENT OF CHILDREN WITH AUTISM, INC., a California Corporation; and DOES 1 TO 50,

Defendants.

CASE NO.: 25STCV06838

[Assigned to Honorable William F. Highberger, Dept. 10]

~~[PROPOSED]~~ FINAL JUDGMENT

[Notice, Memorandum of Points and Authorities, Declarations of Matthew A. Haulk, Jose Herrera, Joshua Duarte and Amanda Howard and (Proposed) Order filed concurrently herewith]

Date: August 25, 2026
Time: 10:00 am
Dept. 10

Complaint Filed: March 10, 2025
Trial Date: None

Plaintiff Joshua Duarte's ("Plaintiff") Motion for Final Approval of Class Action and Private Attorneys General Act ("PAGA") Settlement ("Settlement") and for Attorney's Fees and Costs ("Motion for Final Approval") came on for hearing on August 25, 2026, at 312 N. Spring St., Los Angeles, CA 90012, in Department 10 of the above captioned court before the Honorable William F. Highberger. The court granted the Motion and finally approved the Settlement as set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT (see DECLARATION OF MATT A. HAULK IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION and PAGA SETTLEMENT ["Haulk Decl."], filed February 25, 2026, at Exh. 1). The CLASS ACTION and PAGA SETTLEMENT AGREEMENT is referred to herein as the "Settlement" or "Agreement."

NOW, THEREFORE, IT IS ADJUDGED, ORDERED, AND DECREED that:

1. The certification of the Class is confirmed for the purposes of settlement. The Class Period is from March 10, 2021 through December 20, 2025. The Class is defined as follows:

> All individuals who are or were employed as a non-exempt employee in the State of California who worked for Academy for Advancement of Children with Autism, Inc. during the Class Period.

2. All persons who meet the foregoing definition are Class Members and Participating Class Members.

3. No later than 30 days after the Judgment becomes final, Defendant shall fully fund the Gross Settlement Amount and separately fund all employer-side payroll taxes owed on the wage portions of the Class Payments. Effective upon Defendant's full funding of those amounts, each Participating Class Member will be subject to and bound by the releases set forth in the Agreement as against Defendant and the Released Parties, as those terms are defined in the Agreement and set forth below:

> 1.5. "Class" or "Class Members" means all individuals who are or were employed as a non-exempt employee in the State of California who worked for Academy for Advancement of Children with Autism, Inc. during the Class Period.

1.11. "Class Period" means the period from March 10, 2021 through December 20,

2025.

1.22. "Gross Settlement Amount" means $526,680.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41. "Released Parties" means: Defendant and each of its respective former and present members, managers, officers, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, agents, employees, DBA's, and parent companies.

5.1 Release by Plaintiff and Participating Class Members: Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and/or ascertained in the course of the Action, including claims for (1) Failure to timely pay all wages and overtime; (2) Failure to provide legally compliant meal periods; (3) Failure to provide accurate itemized wage statements; (4) Failure to reimburse employees for necessary expenditures or losses; and for (5) Unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq. This further includes any and all other claims under California common law, the California Labor Code, Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the facts, allegations and/or claims pleaded in the action. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.2 Release by Aggrieved Employees: Effective on the date when Defendant fully funds the entire Gross Settlement, Plaintiff, all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action, including claims for: failure to timely pay all wages and overtime, failure to provide legally-compliant meal breaks and failure to pay premium pay for missed, late, interrupted or short meal breaks; failure to maintain and furnish accurate itemized wage statements and failure to reimburse employees for necessary expenditures or losses. Class Members and Aggrieved Employees may not opt out of the release of PAGA claim herein.

4. This Court hereby grants final approval for and awards the following amounts, all to be paid from the Gross Settlement Amount: (i) $173,804.40 for the Class Counsel attorney's fee award comprised of 33% of the Gross Settlement Amount, and litigation expenses in the amount of $ 13,500; (ii) an enhancement award to Plaintiff Joshua Duarte of $7,500; and (iii) an Administrator Expense Payment of $5,850 to ILYM Group, Inc; and (iv) $19,500 (65% of the PAGA Settlement) to the Labor and Workforce Development Agency ("LWDA Payment").

5. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(s)(3).

6. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits, pursuant to Code of Civil Procedure section 664.6.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 08/25/2026

By: _____
Hon. William F. Highberger
Judge of the Superior Court

PROOF OF SERVICE

Joshua Duarte v. Academy for Advancement of Children with Autism, Inc.
Los Angeles County Superior Court Case No.: 25STCV06838

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.		
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111		
3.	I served copies of the following document(s): **[PROPOSED] FINAL JUDGMENT**		
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: **Linh T. Hua, Esq.** **Jenay N. Younger, Esq.** **Arevik Sargsyan, Esq.** **GORDON REES SCULLY MANSUKHANI, LLP** **633 West Fifth Street, 52nd Floor** **Los Angeles, CA 90071** **Telephone: (213) 576-5000** **Facsimile: (213) 680-4470** **Email: lhua@grsm.com** **jyounger@grsm.com** **asargsyan@grsm.com** ***Attorney for Defendants*** ***ACADEMY FOR ADVANCEMENT OF CHILDREN WITH AUTISM, INC.***		
5.	a.	**By Personal Service.** I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.	
	b.	**By United States Mail.** I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):	
		(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
		(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

	c.	**By Overnight Delivery.** Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	**By Messenger Service.** I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	**By Fax Transmission.** Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. **X**	**By Electronic Transmission.** I caused the documents to be electronically served via Case Anywhere on the date shown below to the recipients designated on the Service List with Case Anywhere.
6.	I served the documents by the means described above on August 3, 2026	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

August 3, 2026	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)