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Attorneys for Plaintiff Wesley Arther and Annaalicia Marie LeBlanc

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

WESLEY ARTHER, ANNA ALICIA MARIE LEBLANC on behalf of themselves and all others similarly situated, and on behalf of the general public; Plaintiffs, vs. YOUNG ADULT INSTITUTE, INC., a New York Delaware Limited Liability Company, and DOES 1 through 10, inclusive, Defendants.	CASE NO. STK-CV-OUE-2025-8482 (Consolidated with Case No. STK-CV-OUE-2025-11697) **DECLARATION OF KRISTEN M. AGNEW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** Date: October 27, 2026 Time: 9:00 a.m. Judge: Hon. Robert T. Waters Dept.: 11B

I, Kristen M. Agnew, declare as follows:

1. I am an attorney at law, duly licensed to practice before all courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiffs Wesley Arther and Annaalicia Marie LeBlanc ("Plaintiffs"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

FAIRNESS OF THE SETTLEMENT

2. The Class Action and PAGA Settlement Agreement and Release (the "Settlement Agreement" or "Settlement") was reached after arm's-length negotiations between experienced counsel for Plaintiffs and Defendant Young Adult Institute, Inc. ("Defendant" or "YAI") (collectively, the "Parties"). Before commencing settlement negotiations, counsel on both sides possessed and had analyzed the information necessary to evaluate the claims, defenses, and potential exposure. The Parties' negotiations included a full-day private mediation. Based on my participation in that process, the negotiations were adversarial, informed, and non-collusive.

3. Before the mediation, Class Counsel conducted a substantial factual and legal investigation. Defendant produced data and documents concerning the Class Members and Aggrieved Employees, including: (a) wage statements, payroll records, timekeeping records reflecting clock-in and clock-out times and recorded meal periods, and compensation data for the relevant pay periods; (b) written policies and procedures concerning meal periods, rest periods, overtime compensation, off-the-clock work, and expense reimbursement; and (c) data concerning the number of Class Members and Aggrieved Employees, their workweeks and pay periods, and their average rates of pay. Class Counsel analyzed these materials to estimate the frequency and value of the alleged violations, evaluate Defendant's potential defenses, and prepare a classwide damages and penalties model.

4. Based on that analysis, Class Counsel estimated that the realistic, risk-adjusted value of the class and representative claims was approximately $959,898.61. The $625,000.00 Gross Settlement Amount represents approximately 65.1% of that estimated realistic recovery. In my experience, this is a substantial result, particularly because the Settlement is non-reversionary and provides a guaranteed recovery without requiring Plaintiffs to prevail at class certification,

trial, and any subsequent appeal.

5. Although I believe Plaintiffs' claims are meritorious and suitable for class treatment, I recognized that certification was not assured. The meal period, rest period, off-the-clock, and expense reimbursement claims presented disputes concerning whether liability could be established through common evidence. Defendant would have argued that its written policies were facially compliant, that it did not maintain a uniform unlawful practice, and that the alleged violations resulted from circumstances that varied among employees. Defendant therefore could have sought denial of certification, certification of narrower classes, or later decertification. Although I believe Plaintiffs had substantial responses to those arguments, they presented meaningful litigation risks that I considered when evaluating the Settlement

6. The underlying claims also presented risks on the merits. Regarding the off-the-clock claim, Defendant argued that it prohibited off-the-clock work and that determining whether an employee performed uncompensated work—and whether Defendant knew or should have known about it—would require individualized evidence. Defendant also disputed both the frequency and duration of any allegedly uncompensated work.

7. With respect to the meal period claim, Defendant argued that it satisfied its obligation by relieving employees of duty, relinquishing control over their activities, and providing them a reasonable opportunity to take an uninterrupted meal period. Defendant also attempted to rebut the inferences arising from missed, late, or shortened meal-period entries by arguing that employees voluntarily chose not to take a compliant meal period. As to rest periods, Defendant emphasized that rest periods were not recorded and argued that determining whether particular employees were authorized and permitted to take them would require employee-specific testimony. If accepted, these defenses could have substantially reduced or eliminated recovery on the meal and rest period claims.

8. I also considered the risks associated with Plaintiffs' expense reimbursement claim. Plaintiffs contend that Class Members used their personal cellular telephones for work-related purposes—including communicating with supervisors, coordinating with coworkers, and responding to work-related matters—without reimbursement from Defendant. Defendant argued that it did not maintain a uniform policy requiring employees to use personal cellular telephones

for work and that the nature, frequency, and extent of any work-related use varied among employees. Defendant also disputed whether particular uses were necessary and the reasonable percentage of each employee's cellular telephone expenses attributable to work. Although Plaintiffs dispute these defenses, they created additional certification, manageability, and damages risks that I considered in valuing the claim.

9. Plaintiffs' wage statement claim was largely derivative of the underlying wage and meal-period claims. Accordingly, if Defendant prevailed on those predicate claims, the corresponding wage statement claim would have been substantially reduced or eliminated. In addition, Defendant maintained that any omission was not "knowing and intentional" and did not cause the injury required for penalties under Labor Code section 226, subdivision (e). These defenses created a substantial risk that Plaintiffs would recover no wage statement penalties even if they established an underlying violation.

10. Defendant similarly argued that Plaintiffs could not establish a "willful" failure to pay all wages due upon separation, as required for waiting-time penalties under Labor Code section 203. Specifically, Defendant maintained that its defenses to the underlying wage claims created a good-faith dispute as to whether any additional wages were owed. A reasonable, good-faith dispute concerning whether wages are due may preclude a finding of willfulness even if the employer's position is ultimately rejected.

11. Finally, Class Counsel considered that PAGA penalties were not automatic. Even if Plaintiffs established one or more predicate Labor Code violations, Defendant would have disputed the number of violations, the applicable penalty amounts, and whether the circumstances warranted a substantial reduction of the requested penalties. Continued litigation also would have required additional discovery, expert analysis, class-certification proceedings, dispositive motions, trial, posttrial proceedings, and potentially years of appellate review.

12. After weighing the strength of Plaintiffs' claims against these certification, liability, damages, and penalty risks, I concluded that securing a guaranteed, non-reversionary recovery of $625,000.00 was more beneficial to the Class and Aggrieved Employees than continuing to litigate with the possibility of recovering substantially less—or nothing at all. In my informed judgment, the Settlement is fair, reasonable, and adequate and serves the best interests of the Class and

Aggrieved Employees.

ATTORNEY EXPERIENCE

13. Class Counsel has a great deal of experience in wage and hour class action litigation. Diversity Law Group has been approved as class counsel in a number of wage and hour class actions and have extensive litigation experience.

14. My qualifications are as follows: I was the 2003 recipient of the Spelman Presidential Scholarship to Emory University School of Law. During law school, I was a summer associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta office of the Equal Employment Opportunity Commission. I received my J.D. from Emory University in 2006 and was admitted to the California Bar in December 2006. Following law school, I was an associate at Sonnenschein from September 2006 to May 2009.

15. Since 2009, my primary area of practice has been employment litigation. I have practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500 companies in employment litigation in both state and federal courts, as well as before government agencies, including the California Department of Labor. My practice included the defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I also handled a number of wage and hour class actions.

16. While at Ogletree and Seyfarth, I served as the lead associate on a number of wage and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County Superior Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los Angeles County Superior Court Case No. BC439428; *Christopher Williams v. Allstate Insurance Co.*, Los Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles County Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc*., Los Angeles Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta Business Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183; *Tessa Hodge v. Zale*

Delaware, Inc., d/b/a Piercing Pagoda, San Bernardino Superior Court Case No CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

17. I also second chaired two jury trials where I represented the prevailing defendant. Both cases involved employees who brought claims against their former employers pursuant to the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*, Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt & Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909.

18. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time handling employment cases. I primarily represent employees.

19. I have been approved as class counsel in numerous wage/hour class actions that have been granted class certification and final approval, including: *Antonio Becerra-Mata v. PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030; *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa Clara County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community* Hospital, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Cody Wirbick v. Sundt Construction, Inc.*, U.S. District Court for the Eastern District of California Case No. 2:19-cv-02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v. Converse, Inc.,* U.S. District Court for the Northern District of California Case No. 15-cv-03746-NC; *Jharett Siron v. Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-00527959-CU-OE-VTA; *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara Superior Court Case No. 19CV345211;

and *Markham v. Quik Stop Markets, Inc.,* Santa Clara Superior Court Case No. 19CV341582.

20. I was lead trial counsel on two bench trials, in which the plaintiffs were the prevailing party. The cases are: *Esteban Palomino v. Northrop Grumman Systems Corporation*, Santa Clara County Superior Court Case No. 19CV345534; and *Jose Delgado v. Taylor Farms California, Inc.*, Monterey County Superior Court Case No. 18CV001381.

LITIGATION COSTS

21. At the time the Parties negotiated the Settlement Agreement, I did not have a final tally of the litigation costs incurred to date. As such, the Parties included a maximum amount that could be attributed to costs under the settlement. To date, Diversity Law Group has incurred costs in the amount of $2,802.00 for litigation related expenses. Attached hereto as **Exhibit A** is a true and correct copy of the cost report. Together with the costs incurred by Otkupman Law Firm, the total declared litigation costs in this Action are $17,783.31.

22. Class Counsel prosecuted this matter on a wholly contingent basis, advanced the costs of litigation, and faced the possibility of recovering nothing. Counsel advanced substantial time and expense with no guarantee of recovery, and faced the risks inherent in complex wage and hour litigation, including contested liability, manageability issues, and the prospect of extended proceedings against a sophisticated corporate defendant.

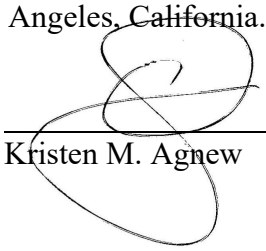
NOTICE TO LWDA

23. On October 5, 2026, my office uploaded the Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement to the LWDA's website. The LWDA has not responded or objected to this settlement. Attached hereto as **Exhibit B** is a true and correct copy of the submission confirmation.

24. On October 5, 2026, my office uploaded this Motion and Proposed Order to the LWDA's website. In addition, my office shall submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order. Attached hereto as **Exhibit C** is a true and correct copy of the submission confirmation.

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

Executed on this September 29, 2026, at Los Angeles, California.



Kristen M. Agnew

EXHIBIT A

DIVERSITY LAW GROUP

INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
lwlee@diversitylaw.com

Invoice #	10576
Invoice Date	10/01/2026
Terms	Upon Receipt
Due Date	10/01/2026
PO #	

Invoice Total:	2,802.00
Payment Applied:	0.00
Total Due:	2,802.00

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		2,802.00	0.00	0.00	2,802.00
		$2,802.00	$0.00	$0.00	$2,802.00

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
LeBlanc, Annaalicia v. Young Adult Institute, Inc.	0.00	0.00	2,802.00	0.00	0.00	2,802.00
	$0.00	$0.00	$2,802.00	$0.00	$0.00	$2,802.00

Subtotal:	$2,802.00
Discount:	$0.00
Subtotal after Discount:	$2,802.00
Taxable Subtotal:	$2,802.00
Tax:	$0.00
Total:	$2,802.00
Payment Applied:	$0.00
Total Due:	$2,802.00

Notes

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Terms & Conditions

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Summary- LeBlanc, Annaalicia v. Young Adult Institute, Inc. (12110.002)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		2,802.00

Subtotal:	$2,802.00
Discount:	$0.00
Subtotal after Discount:	$2,802.00
Taxable Subtotal:	$2,802.00
Tax:	$0.00
Total:	$2,802.00

Details - LeBlanc, Annaalicia v. Young Adult Institute, Inc. (12110.002)

Expenses

Date	Category	Expense Code	Description	Amount ($)
08/13/2025	Court Fees		LWDA - PAGA Letter	75.00
08/21/2025	Court Fees		ACE - Complaint	1,780.25
08/22/2025	Court Fees		ACE - Complaint Service	110.93
08/31/2025	Photocopies		Photocopies	0.75
08/31/2025	Postage and delivery		Postage	10.44
09/02/2025	Attorney Service		ACE - POS of Summons	52.75
10/31/2025	Photocopies		Photocopies	8.75
10/31/2025	Postage and delivery		Postage	12.98
01/16/2026	E111 Meals		Meals	30.00
01/27/2026	Attorney Service		ACE - CMS	220.15
10/05/2026	Court Fees		ACE - MFA	500.00
			Subtotal:	$2,802.00
			Total:	$2,802.00

EXHIBIT B

EXHIBIT C