Roman Otkupman, CSBN 249423
Roman@OLFLA.com
Nidah Farishta, CSBN 312360
Nidah@OLFLA.com
OTKUPMAN LAW FIRM, A LAW CORPORATION
5743 Corsa Ave., Suite 123,
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile: (888) 850-1310

Kristen M. Agnew, CSBN 247646
kagnew@diversitylaw.com
Max W. Gavron, CSBN 291697
mgavron@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiffs 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) **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** Date: October 27, 2026 Time: 9:00 a.m. Judge: Hon. Robert T. Waters Dept.: 11B

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 27, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard, before the Honorable Robert T. Waters, judge presiding, in Department 11B of the above-referenced Court, Plaintiffs Wesley Arther and Annaalicia Marie LeBlanc (collectively, "Plaintiffs") will and hereby do move the Court for an Order:

1. Granting final approval to the Class Action and PAGA Settlement Agreement and Release (the "Settlement Agreement," "Settlement" or "Agreement") in this Action;

2. Confirming certification of the Class for settlement purposes;

3. Approving distribution of the settlement funds to Participating Class Members and distribution of the PAGA Penalty Fund, in accordance with the terms of the Settlement Agreement;

4. Approving individual Service Awards of $10,000.00 to each Plaintiff, for a total of $20,000.00;

5. Awarding Class Counsel attorneys' fees in the amount of $218,750.00 and reimbursement of actual litigation costs of $17,783.31;

6. Approving payment of the Settlement Administrator Costs to ILYM Group in the amount of $6,594.00; and

7. Entering final judgment as to all Participating Class Members and Aggrieved Employees in this Action.

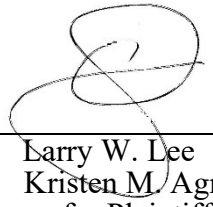
This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to grant final certification of a class for settlement purposes. The basis for this Motion is that the proposed Settlement is fair, adequate, and reasonable, and the procedures used by the Parties were adequate to ensure the opportunity of Class Members to participate in, opt out of, or object to the settlement.

This Motion is based on the attached Memorandum of Points and Authorities, the Settlement Agreement, the supporting declarations of Kristen M. Agnew, Max Gavron, Roman Otkupman, Nidah Farishta, Plaintiff Wesley Arther, Plaintiff Annaalicia Marie LeBlanc, and Nick Castro (on behalf of ILYM Group), all other pleadings, papers, and records on file in this Action,

any argument presented at the hearing, and any other matters the Court deems appropriate.

DATED: October 5, 2026, 2026

DIVERSITY LAW GROUP, P.C.



By: _____
Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiffs and the Class

TABLE OF CONTENTS

Page

I. INTRODUCTION……..6

II. THE PAYMENTS TO PARTICIPATING CLASS MEMBERS & AGGRIEVED EMPLOYEES..... 7

III. THE COURT APPROVED NOTICE PROVIDED SATISFIED DUE PROCESS 8

IV. FINAL CLASS CERTIFICATION OF THE CLASS IS APPROPRIATE 9

V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT 10

A. Governing Standard For Final approval 10

B. The Settlement Is Entitled to a Presumption of Fairness 11

C. The Settlement Reflects an Informed, Arm's Length Compromise and Provides a Substantial Recovery 12

D. The Significant Risks, Expense, and Delay of Continued Litigation Make the Settlement a Superior Result..... 13

E. Experienced Counsel's Judgment and the Class's Overwhelmingly Favorable Response Further Support Final Approval 15

VI. THE REQUESTED $10,000 SERVICE AWARDS ARE REASONABLE AND SHOULD BE APPROVED 16

VII. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED..... 18

VIII. THE REQUESTED REIMBURSEMENT OF LITIGATION COSTS SHOULD BE APPROVED 19

IX. THE SETTLEMENT ADMINISTRATOR COSTS SHOULD BE APPROVED 19

X. CONCLUSION..... 19

TABLE OF AUTHORITIES

Page(s)

State Cases

7-Eleven Owners for Fair Franchising v. Southland Corp., 85 Cal.App.4th 1135, 1146 (2000)… 10, 15

Amaro v. Anaheim Arena Management, LLC, 69 Cal.App.5th 521, 546 (2021)..... 10, 11, 18

Brinker Restaurant Corp. v. Superior Court, 53 Cal.4th 1004, 1021–1022, 1051–1052 (2012) .. 14

Cellphone Fee Termination Cases, 186 Cal.App.4th 1380, 1393–1395 (2010)..... 16

Chavez v. Netflix, Inc., 162 Cal.App.4th 43, 66 (2008) 18

Clark v. American Residential Services LLC, 175 Cal.App.4th 785, 799 (2009)..... 10, 11, 16

Dunk v. Ford Motor Co., 48 Cal.App.4th 1794, 1801 (1996) 10, 11, 12, 14

Hendershot v. Ready to Roll Transportation, Inc., 228 Cal.App.4th 1213, 1221 (2014)..... 9

Laffitte v. Robert Half Int'l Inc., 1 Cal. 5th 480, 503–06 (2016) 18

Serrano v. Priest, 20 Cal.3d 25, 48 (1977) 18

Wershba v. Apple Computer, Inc., 91 Cal.App.4th 224, 244 (2001)..... 10, 11, 18

Statutes

Code of Civil Procedure Section 382..... 10

Rules

California Rules of Court, rule 3.769..... 10

Federal Cases

Bailey v. Kinder Morgan G.P., Inc., 2020 WL 5748721, at *8 (N.D.Cal., 2020) 17

Bellinghausen v. Tractor Supply Company, 306 F.R.D. 245, 26 (N.D.Cal., 2015)..... 17

C*arter v. XPO Logistics, Inc*., 2019 WL 5295125, at *4 (N.D. Cal. Oct. 18, 2019)..... 17

Dunsmore v. San Diego Cnty. Sheriff's Department, 781 F.Supp.3d 1091, 1098 (S.D. Cal., 2025) 11

Dyer v. Wells Fargo Bank, N.A., 303 F.R.D. 326, 334 (N.D. Cal. 2014)..... 14

Eisen v. Carlisle & Jacquelin, 417 U.S. 156, 174–175 (1974)..... 9

Glass v. UBS Fin. Servs., No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) 17

Hanlon v. Chrysler Corp., 150 F.3d 1011, 1027 (9th Cir. 1998)..... 11, 15

Kent v. Hewlett-Packard Co., 2011 WL 4403717, at *3 (N.D. Cal. 2011) 11

Martin v. AmeriPride Servs., 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. 2011)..... 18

Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950) 9

Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 811–812 (1985)..... 9

Taylor v. FedEx Freight, Inc., 2016 WL 6038949, at *8 (E.D. Cal. Oct. 13, 2016) 17

I. INTRODUCTION

Plaintiffs Wesley Arther and Annaalicia Marie LeBlanc ("Plaintiffs") respectfully seek final approval of the Class Action and PAGA Settlement Agreement and Release (the "Settlement Agreement" or "Settlement") entered into with Defendant Young Adult Institute, Inc. ("Defendant" or "YAI"). This wage and hour class and representative action arises from allegations that YAI failed to: (1) provide compliant meal and rest periods; (2) pay all minimum, regular, and overtime wages owed; (3) timely pay wages during employment and upon separation; (4) provide accurate, itemized wage statements and maintain required payroll records; and (5) reimburse employees for necessary business expenses. Plaintiffs also asserted derivative claims under the Unfair Competition Law and sought civil penalties under the Private Attorneys General Act ("PAGA").

The Settlement requires YAI to fund a non-reversionary Gross Settlement Amount of $625,000.00. Subject to the Court's approval, the Gross Settlement Amount will fund the Net Settlement Amount payable to Participating Class Members, the PAGA Penalty Fund, Class Counsel's attorneys' fees and litigation costs, Plaintiffs' Service Awards, and the Settlement Administrator Costs. No portion of the Gross Settlement Amount will revert to YAI.

The history of this litigation was detailed in Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. On June 5, 2026, the Court entered an Order Granting Preliminary Approval of Class and Representative Action Settlement (the "Preliminary Approval Order"), authorizing distribution of the Notice of Class Action Settlement and Request for Exclusion/Opt-Out Form (collectively, the "Class Notice Packet") and setting the Final Approval Hearing.

In accordance with the Preliminary Approval Order, the Settlement Administrator, ILYM Group ("ILYM"), distributed the Class Notice Packet to 837 Class Members. As of the date of ILYM's declaration, only six Class Members had submitted requests for exclusion, and no Class Member had objected to the Settlement. Thus, 831 of the 837 Class Members will participate in the Settlement—a participation rate of approximately 99.28%. The absence of any objections and the exceptionally low exclusion rate provide compelling evidence that the Settlement has been well

received by the Class and supports a finding that it is fair, reasonable, and adequate.

For the reasons set forth below, the Settlement satisfies all requirements for final approval. Plaintiffs therefore respectfully request that the Court grant final approval, approve the requested distributions and awards, and enter final judgment consistent with the terms of the Settlement Agreement and the Preliminary Approval Order.

II. THE PAYMENTS TO PARTICIPATING CLASS MEMBERS & AGGRIEVED EMPLOYEES

The Settlement requires Defendant to a non-reversionary Gross Settlement Amount of $625,000.00. No portion of the Gross Settlement Amount will revert to Defendant. After deducting the amounts approved by the Court, the balance will constitute the Net Settlement Amount available for distribution to Participating Class Members:

Settlement Allocation	**Amount**
Gross Settlement Amount	$625,000.00
Less: Fee Award	$218,750.00
Less: Class Counsels' Costs	$17,783.31
Less: Service Awards	$20,000.00
Less: Settlement Administrator Costs	$6,594.00
Less: PAGA Penalty Fund	$30,000.00
Net Settlement Amount	**$331,872.69**

(*See* Declaration of Nick Castro ("Admin. Decl.") ¶ 15.)

Pursuant to the terms of the Settlement Agreement, each Participating Class Member will receive a proportionate share of the Net Settlement Amount based on the number of workweeks the Class Member worked for Defendant during the Class Release Period. (*See* Settlement Agreement ¶ 29.) Participating Class Members collectively worked 37,481 workweeks during the applicable period. (*See* Admin. Decl. ¶ 14.) Based on ILYM's current calculations, the estimated average Individual Class Payment is $399.37, and the highest estimated Individual Class Payment is $965.13. (*See id.* ¶ 15.)

The Settlement also allocates $30,000.00 to the PAGA Penalty Fund. (*See* Settlement

Agreement ¶ 24.) Of that amount, sixty-five percent ($19,500.00) will be paid to the Labor and Workforce Development Agency ("LWDA"), and the remaining thirty-five percent ($10,500.00) will be distributed to the Aggrieved Employees. (*See id*.)

Each Aggrieved Employee's Individual PAGA Payment will be calculated based on the ratio of the number of pay periods the individual worked during the PAGA Period to the total number of pay periods worked by all Aggrieved Employees during that period. (*See* Settlement Agreement ¶ 29.) Collectively, the Aggrieved Employees worked 15,814 pay periods during the PAGA Period. (*See* Admin. Decl. ¶ 16.) Based on ILYM's calculations, the estimated average Individual PAGA Payment is $13.08, and the highest estimated Individual PAGA Payment is $28.55. (*See id.*)

To the extent any settlement funds remain from uncashed checks after the applicable cashing period, such funds shall be distributed in accordance with the Settlement Agreement and California Code of Civil Procedure section 384 to the designated *cy pres* recipient, Centro Legal de La Raza. (*See* Settlement Agreement ¶ 38.)

III. THE COURT APPROVED NOTICE PROVIDED SATISFIED DUE PROCESS

The notice procedures required by the Preliminary Approval Order were fully implemented and satisfied due process. The Court appointed ILYM Group as the Settlement Administrator and directed ILYM to distribute the approved Class Notice Packet to all Class Members in accordance with the Settlement Agreement.[1]

On July 13, 2026, ILYM received from Defendant's counsel the Class List identifying 837 Class Members. (*See* Admin. Decl. ¶ 5.) Before distributing the Class Notice Packet, ILYM processed the Class List through the National Change of Address database to identify and update addresses that had changed. (*See id.* ¶ 6.) On July 22, 2026, ILYM distributed the Class Notice Packet to all 837 Class Members. (*See id.* ¶ 7.) 183 Class Notice Packets were initially returned as undeliverable. (*See id.* at ¶ 8.) ILYM then performed address searches and skip traces and remailed

[1] The Class Notice Packet explained the material terms of the Settlement and informed Class Members how to obtain additional information, contact Class Counsel or ILYM with questions, review documents filed in the Action, update their mailing addresses, request exclusion from the Settlement, or object to the Settlement. *See* Admin. Decl., Exhibit A.

182 of those packets to updated addresses. (*See id.* ¶¶ 8–9.) As of the date of this Motion, only one Class Notice Packet remained undeliverable. (*See id.* ¶ 10.) Thus, the notice program successfully reached 836 of the 837 Class Members—a delivery rate of approximately 99.88%.

Due process requires notice that is "reasonably calculated, under all the circumstances," to apprise interested persons of the action and afford them an opportunity to be heard. *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Individual notice must be provided to class members who can be identified through reasonable efforts. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174–175 (1974). Notice describing the litigation and explaining class members' right to opt out satisfies due process. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–812 (1985).

The notice program readily satisfies these standards. ILYM sent individual notice to every identified Class Member, updated addresses before the initial distribution, and performed additional address searches and re-mailing when packets were returned. These efforts ultimately left only one of 837 Class Members without a deliverable address. Accordingly, the Court may evaluate the fairness, reasonableness, and adequacy of the Settlement and grant final approval knowing that Class Members were afforded a full and fair opportunity to participate in the Settlement, request exclusion, or object to its terms.

IV. FINAL CLASS CERTIFICATION OF THE CLASS IS APPROPRIATE

To be certified, a settlement class must meet the following criteria: (1) the individuals in the settlement class are so numerous that joinder would be impractical; (2) there is a commonality of interest between the plaintiff and the members of the settlement class; (3) plaintiff's claims are typical of the claims of the settlement class members; and (4) plaintiff and their counsel will fully and adequately represent the interests of the settlement class members. Code of Civ. Proc. § 328; *see also Hendershot v. Ready to Roll Transportation, Inc*., 228 Cal.App.4th 1213, 1221 (2014). In preliminarily approving the proposed Settlement, the Court found each of these criteria to be satisfied. Insofar, as nothing has changed with respect to the Class definition or its suitability for certification, the Court should grant final class certification of the Class.

//

V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

A. Governing Standard For Final approval

California Code of Civil Procedure Section 382 and California Rules of Court, rule 3.769 require that any compromise of a class action must receive Court approval. In exercising this responsibility, the Court has broad discretion to grant such approval and should do so where the proposed settlement is "fair, adequate, reasonable, and free of collusion." *Amaro v. Anaheim Arena Management, LLC*, 69 Cal.App.5th 521, 546 (2021); *Clark v. American Residential Services LLC*, 175 Cal.App.4th 785, 799 (2009); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 244 (2001).[2] The fairness, reasonableness, and adequacy of any class action settlement depends on multiple factors, including: (1) the strength of the plaintiff's case; (2) the risks, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class certification through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; and (7) the reaction of class members to the proposed settlement. *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 128 (2008). Here, as set forth in the Motion for Preliminary Approval and discussed below, each of these factors weighs in favor of final approval. The Settlement was reached only after substantial investigation and with the assistance of a mediator, reflects a careful assessment of litigation risks and potential recovery, and provides meaningful relief to the Class.

Although the Court's discretion in approving a class action settlement is broad, its role is necessarily limited. Appellate Courts have repeatedly cautioned that approval of a class settlement does not permit—nor require—the Court to adjudicate the underlying merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal.App.4th 1135, 1146 (2000) ("It cannot be overemphasized that neither the trial court in approving the settlement nor this Court in reviewing that approval have the right or duty to reach any ultimate conclusions on the issues of

[2] On order granting final approval of a class action settlement is reviewed only for clear abuse of discretion, underscoring the deference afforded to the trial court's reasoned judgment. *Dunk*, 48 Cal.App.4th at 1801.

fact and law which underlie the merits of the dispute"); *Clark*, 175 Cal.App.4th at 803 (trial court "need not reach any 'ultimate' or 'dispositive' conclusions on legal or factual issues"). Instead, the Court is charged with determining whether the settlement is free from fraud, overreaching, or collusion, and whether the agreement, viewed as a whole, is fair, reasonable, and adequate to all concerned. *Wershba*, 91 Cal.App.4th at 246; *Kent v. Hewlett-Packard Co*., 2011 WL 4403717, at *3 (N.D. Cal. 2011) ("The question before the Court is not whether the settlement could have been better, but whether it is fair, reasonable, adequate, and free from collusion"); *Hanlon v. Chrysler Corp*., 150 F.3d 1011, 1027 (9th Cir. 1998)("Settlement is the offspring of compromise; the question we address is not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion"). In making this determination, the Court should afford appropriate deference to what is, at bottom, a private, consensual resolution negotiated by the parties and their counsel. *Amaro*, 69 Cal.App.5th at 534.

California courts also recognize a strong public policy favoring the voluntary settlement of class actions, particularly where, as here, the litigation is complex, costly, and protracted. *Dunk*, 48 Cal.App.4th at 1801. This policy reflects the practical reality that compromise, rather than continued litigation, often provides the most efficient and certain means of delivering relief to class members. *See Wershba*, 91 Cal.App.4th at 244

B. The Settlement Is Entitled to a Presumption of Fairness

A presumption of fairness arises when: "(1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk*, 48 Cal.App.4th at 1802. Each factor is satisfied here.

First, the Settlement resulted from arm's length negotiations conducted with the assistance of an experienced wage and hour mediator. (*See* Agnew Decl. ¶ 2.) The participation of an experienced neutral and the adversarial nature of the negotiations strongly support the conclusion that the Settlement was not the product of fraud, collusion, or overreaching. *See Dunsmore v. San Diego Cnty. Sheriff's Department*, 781 F.Supp.3d 1091, 1098 (S.D. Cal., 2025) (a settlement

"reached with the assistance of an experienced mediator further suggests the settlement is fair and reasonable").

Second, Class Counsel conducted an extensive factual investigation and obtained sufficient data and documents to evaluate liability and potential exposure. Defendant produced, among other things: (1) employee wage statements, time records reflecting clock-in and clock-out times and meal period activity, and payroll records showing wages paid during the relevant periods; (2) written policies concerning meal periods, rest periods, overtime compensation, and expense reimbursement; and (3) data concerning the number of Class Members and Aggrieved Employees, relevant workweeks and pay periods, and average rates of pay. (*See* Agnew Decl. ¶ 3.) Class Counsel analyzed this information to estimate the frequency and value of the alleged violations, evaluate the potential statutory penalties, and prepare a comprehensive damages model. (*See id.*) This investigation provided Class Counsel with an adequate factual basis to assess the strengths and weaknesses of the claims and negotiate an informed settlement. (*See id*.)

Third, Class Counsel are experienced in class action and wage and hour litigation. Their supporting declarations detail their substantial experience prosecuting employment class and representative actions and negotiating comparable settlements. (*See* Agnew Decl. ¶¶ 13-20, Gavron Decl. ¶¶ 4-12; Otkupman Decl. ¶¶ 5-6, 38; Farishta Decl. ¶ 5-8.)

Finally, the Class's response has been overwhelmingly favorable. Of the 837 Class Members, only six requested exclusion and none objected to the Settlement. (*See* Admin. Decl. ¶¶ 11, 12.) The resulting 99.28% participation rate strongly confirms that the Class views the Settlement favorably. Because all four *Dunk* factors are satisfied, the Settlement is entitled to a presumption of fairness.

C. The Settlement Reflects an Informed, Arm's Length Compromise and Provides a Substantial Recovery

Under *Kullar*, the Court need not decide the ultimate merits of the claims before approving a settlement. 168 Cal. App. 4th at 130-133. It must, however, have sufficient information to understand the amount in controversy, the realistic range of potential outcomes, and the likelihood

that the Class would obtain those outcomes through continued litigation. The record here provides precisely that information.

Using the employee, payroll, timekeeping, and policy data produced by Defendant, Class Counsel estimated the frequency and value of the alleged violations, calculated the corresponding damages and penalties, and developed a realistic range of potential recoveries. (*See* Agnew Decl. ¶¶ 3-4; Otkupman Decl. ¶¶ 14-15.) Class Counsel then discounted that potential recovery to account for Defendant's factual and legal defenses, the uncertainty of class certification, the risk of an adverse merits determination, and the expense and delay of trial and appeal. (*See* Agnew Decl. ¶¶ 3-4; Otkupman Decl. ¶ 35.)

Only after completing that analysis did the Parties engage in arm's length negotiations with the assistance of an experienced wage and hour mediator. The resulting $625,000.00 Gross Settlement Amount represents approximately sixty-five percent (65%) of Class Counsel's estimated maximum realistic recovery on the class and representative PAGA claims. (*See* Agnew Decl. ¶ 4; Otkupman Decl. ¶ 35.) Put differently, the Settlement secures nearly two-thirds of the amount Class Counsel concluded could realistically be recovered through successful litigation—without requiring Plaintiffs to prevail at every stage of certification, trial, and appeal.

The structure of the Settlement further enhances its value. The Gross Settlement Amount is entirely non-reversionary. After the Court approved deductions, the Net Settlement Amount will be distributed to Participating Class Members, and the employee portion of the PAGA Penalty Fund will be distributed to Aggrieved Employees. No portion of the settlement fund will return to Defendant.

D. The Significant Risks, Expense, and Delay of Continued Litigation Make the Settlement a Superior Result

The Settlement must be evaluated against the realistic alternative facing the Class—not against the assumption that Plaintiffs would prevail on every claim, obtain certification in full, recover all requested damages and penalties, and successfully defend that result on appeal. Relevant considerations include "the strength of plaintiffs' case, the risk, expense, complexity and likely

duration of further litigation, [and] the risk of maintaining class action status through trial." *Dunk*, 48 Cal.App.4th at 1801; *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) ("Difficulties and risks in litigating weigh in favor of approving a class settlement") (citation omitted). Each consideration favors approval here.

First, Plaintiffs faced a meaningful risk that the Court would deny or narrow class certification. Defendant has argued that its written policies were facially compliant and that Plaintiffs could not establish a uniform unlawful practice through common evidence. (*See* Agnew Decl. ¶ 5.) It also contended that determining liability would require individualized inquiries into whether particular employees were denied meal or rest periods, performed uncompensated work with Defendant's actual or constructive knowledge, or incurred necessary business expenses that were not reimbursed. (*See id.* at ¶¶ 6-8.) Although Plaintiffs had substantial responses to those arguments, certification was not assured. *See Brinker Restaurant Corp. v. Superior Court,* 53 Cal.4th 1004, 1021–1022, 1051–1052 (2012) (examining whether the elements of liability are susceptible to common proof and affirming decertification of an off-the-clock subclass where no common policy or method of proof was shown).

Second, even if Plaintiffs obtained certification, they still faced substantial risks in proving liability and damages. Defendant denied any wrongdoing and maintained that its policies and practices complied with the Labor Code and the applicable Industrial Welfare Commission Wage Orders. (*See* Agnew Decl. ¶¶ 6-8.) The Parties also disputed what could properly be inferred from Defendant's records. Defendant argued that a missed, late, or shortened meal period entry did not necessarily establish that Defendant failed to provide a compliant meal period; that rest periods were not recorded and therefore could not be established from time records alone; that alleged off-the-clock work required proof that Defendant knew or should have known the work was performed; and that any reimbursement claim required proof that the expense was necessary, work related, and not otherwise reimbursed. (*See id*.) Acceptance of any of these defenses could have substantially reduced—or eliminated—recovery on the underlying claims.

Those risks extended to Plaintiffs' derivative claims. A reduction or defeat of the underlying

wage claims would correspondingly reduce or eliminate the claims for wage statement penalties, waiting time penalties, and PAGA penalties. (*See* Agnew Decl. ¶¶ 9, 10.) Defendant also disputed whether any alleged wage statement violation was knowing and intentional, whether any failure to pay final wages was willful, and the appropriate amount of any PAGA penalties. (*See id.* at ¶¶ 9-11.) Plaintiffs therefore faced multiple points at which the potential recovery could have been substantially reduced.

Finally, continued litigation would have required written discovery, depositions, expert analysis, class certification proceedings, dispositive motions, trial, posttrial proceedings, and potentially years of appellate review. Those proceedings would have imposed substantial additional expense and delayed any recovery to the Class. Plaintiffs also faced potential liability for allowable costs if they did not prevail. And if certification were denied, most Class Members' individual claims would be too modest to make separate litigation economically practical.

The relevant comparison is therefore not between the $625,000.00 Settlement and a hypothetical maximum recovery achieved without risk or delay. *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at 1145 (Settlement is designed to avoid the "uncertainty of outcome in litigation" and "wasteful and expensive litigation"); *Hanlon*, 150 F.3d at 1027 ("[S]ettlement is the offspring of compromise"). It is between a substantial, immediate, and non-reversionary recovery and the uncertain possibility of obtaining more only after years of contested litigation—with the corresponding possibility of recovering materially less or nothing at all. Viewed against that realistic alternative, the Settlement provides an excellent result for Participating Class Members and Aggrieved Employees.

E. Experienced Counsel's Judgment and the Class's Overwhelmingly Favorable Response Further Support Final Approval

Class Counsel have substantial experience litigating wage and hour class and representative actions. (*See* Agnew Decl. ¶¶ 13-20; Gavron Decl. ¶¶ 4-12; Otkupman Decl. ¶¶ 5-6, 38; Farishta Decl. ¶¶ 5-8.) After investigating the claims, analyzing Defendant's data and defenses, preparing a damages model, and participating in arm's length mediation, they concluded that the Settlement is

fair, reasonable, and adequate and serves the Class's best interests. (*See* Agnew Decl. ¶ 12; Gavron Decl. ¶¶ 2-3; Otkupman Decl. ¶¶ 9-10, 19, 26; Farishta Decl. ¶ 9.)

The Class's response provides objective confirmation of that assessment. After receiving the Court approved Notice and an opportunity to review the Settlement, object, or exclude themselves, only six of the 837 Class Members requested exclusion. (*See* Admin. Decl. ¶ 11.) Thus, approximately 99.28% of the Class elected to remain in the Settlement. No Class Member objected. (*See id.* ¶ 12.) This is not merely an absence of widespread opposition. Fewer than one percent of Class Members chose to remove themselves, and not a single Class Member contended that the Settlement was unfair, inadequate, or unreasonable. That overwhelmingly favorable response, considered together with Class Counsel's informed judgment and the substantial monetary relief secured, strongly supports final approval.

VI. THE REQUESTED $10,000 SERVICE AWARDS ARE REASONABLE AND SHOULD BE APPROVED

California courts may approve service awards to compensate class representatives for the time, effort, expense, and risks they incurred in conferring a benefit on the class. *Clark v. American Residential Services LLC*, 175 Cal.App.4th 785, 804–806 (2009). Relevant considerations include the representatives' efforts to protect the class, the benefit resulting from those efforts, the time devoted to the litigation, the duration of the action, and the financial or other risks undertaken. *Id.* at 804–805; *Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1393–1395 (2010).

The Settlement permits Plaintiffs to request Service Awards of $10,000.00 each. The requested awards are supported by Plaintiffs' individualized declarations detailing their participation in this Action. Plaintiff Arther estimates that he devoted approximately thirty to forty hours to the case, and Plaintiff LeBlanc estimates that she devoted approximately twenty-five to thirty hours. (*See* Arther Decl. ¶ 8; LeBlanc Decl. ¶ 8.)

Plaintiffs did substantially more than lend their names to the lawsuit. They repeatedly consulted with Class Counsel regarding the claims and Defendant's employment practices; provided factual information necessary to investigate and evaluate the claims; searched for and

produced relevant documents; reviewed pleadings, settlement documents, and other case materials; remained available throughout the litigation; and evaluated and approved the Settlement. (*See* Arther Decl. ¶ 7; LeBlanc Decl. ¶ 8.) Their participation materially assisted Class Counsel's investigation, damages analysis, negotiations, and ultimate recovery of a $625,000.00 non-reversionary settlement for Class Members and Aggrieved Employees.

Plaintiffs also accepted the responsibilities and burdens associated with publicly serving as representatives in an employment action. *See Bailey v. Kinder Morgan G.P., Inc.*, 2020 WL 5748721, at *8 (N.D.Cal., 2020) (observing that incentive awards "are particularly appropriate in wage and hour actions where plaintiffs undertake a significant 'reputational risk' by bringing suit against their former employers"). They placed their names and employment experiences in the public record, undertook continuing obligations to protect the interests of absent Class Members, and faced the possibility of an adverse award of allowable litigation costs if the Action were unsuccessful. (*See* Arther Decl. ¶ 9, 10; LeBlanc Decl. ¶¶ 9, 10.) They assumed these obligations while pursuing relief primarily for the benefit of others.

The requested awards are reasonable in relation to Plaintiffs' contributions and the result achieved. The combined $20,000.00 request represents only 3.2% of the Gross Settlement Amount. The requested awards were disclosed in the Class Notice, and no Class Member objected. (*See* Admin. Decl. ¶ 12.) Moreover, Courts have routinely granted approval of settlements containing such enhancements. S*ee Bellinghausen v. Tractor Supply Company*, 306 F.R.D. 245, 26 (N.D.Cal., 2015) (observing that "incentive awards typically range from $2,000 to $10,000"); C*arter v. XPO Logistics, Inc*., 2019 WL 5295125, at *4 (N.D. Cal. Oct. 18, 2019) (approving awards of $20,000 each for five named plaintiffs); *Taylor v. FedEx Freight, Inc.*, 2016 WL 6038949, at *8 (E.D. Cal. Oct. 13, 2016) (approving a $15,000 service payment); *Glass v. UBS Fin. Servs*., No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding $25,000 Incentive award in FLSA overtime wages class action). Accordingly, Plaintiffs respectfully request that the Court approve the full amount of the requested Service Awards.

//

VII. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

Class Counsel requests an attorneys' fee award of $218,750.00, representing thirty-five percent (35%) of the $625,000.00 Gross Settlement Amount. When class litigation creates a common fund for the benefit of the class, the Court may calculate a reasonable fee as a percentage of that fund. *Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 503–06 (2016); *Wershba*, 91 Cal. App. 4th at 254. Under that approach, the Court's objective is to award a fee that approximates the market rate for contingent representation and fairly compensates counsel for the result achieved. *See Laffitte*, 1 Cal.5th at 503; *Serrano v. Priest*, 20 Cal.3d 25, 48 (1977).

Here, the requested Fee Award of thirty-five percent of the Gross Settlement Amount is reasonable and consistent with the market rate commonly approved in wage and hour representative actions. Courts have repeatedly recognized that one-third of the common fund falls within the range of reasonable fee awards, particularly where counsel undertook the matter on a fully contingent basis and achieved a substantial result without prolonged litigation through trial. *See Amaro*, 69 Cal.App.5th at 521 ("Fee awards in class actions average around one-third of the recovery regardless of whether the percentage method or the lodestar method is used"); *Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 66 (2008) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery"); *Martin v. AmeriPride Servs.*, 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. 2011) (recognizing that "courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under $10 million").

That percentage is especially appropriate here given the risks assumed by Class Counsel. Counsel undertook the representation on a wholly contingent basis, 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. (*See* Agnew Decl. ¶ 22; Otkupman Decl. ¶¶ 36-40.) Under these circumstances, the requested fee fairly compensates Class Counsel for the risks undertaken and the result achieved, and should therefore be approved. Accordingly, the Court

should approve the requested attorneys' fee award of $218,750.00.

VIII. THE REQUESTED REIMBURSEMENT OF LITIGATION COSTS SHOULD BE APPROVED

Class Counsel seeks reimbursement of $17,783.31 in litigation costs reasonably incurred in investigating, prosecuting, and resolving this action. As documented in Class Counsel's declarations and supporting expense records, these costs include filing and service fees, deposition and transcript expenses, postage, mediation fees, and other expenses directly related to the litigation. (*See* Agnew Decl. ¶ 21, Exhibit A; Otkupman Decl. ¶ 41, Exhibit A.) These expenses were reasonably necessary to the successful resolution of the action and are of the type ordinarily charged to paying clients. The Court should therefore approve reimbursement in the amount of $17,783.31.

IX. THE SETTLEMENT ADMINISTRATOR COSTS SHOULD BE APPROVED

The Settlement Agreement provides that reasonable settlement administration costs will be paid from the Gross Settlement Amount. ILYM served as the Court appointed Settlement Administrator and requests payment of $6,594.00. As described in the Declaration of Nick Castro, ILYM implemented the Court approved notice program, updated Class Member addresses, performed skip tracing and remailings, processed requests for exclusion, maintained the settlement records, and prepared the reports necessary for final approval and distribution. (*See* Admin. Decl. ¶¶ 5–15.) The requested amount is consistent with the amount preliminarily approved by the Court and is reasonable in light of the work performed. Accordingly, the Court should approve payment of $6,594.00 to ILYM.

X. CONCLUSION

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiffs respectfully submit that the standards for final approval have been met and the terms of the Settlement Agreement are fair, adequate, and reasonable. Accordingly, Plaintiffs respectfully request that the Court grant this Motion and enter an Order in the form proposed and submitted.

DATED: October 5, 2026

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiffs and the Class

PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On October 5, 2026, I served the following document(s) described as:

1. **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**
2. **DECLARATION OF KRISTEN M. AGNEW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**
3. **DECLARATION OF MAX W. GAVRON IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**
4. **DECLARATION OF PLAINTIFF ANNAALICIA MARIE LEBLANC IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**
5. **DECLARATION OF NIDAH FARISHTA IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**
6. **DECLARATION OF PLAINTIFF WESLEY ARTHER IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CERTIFICATION OF CLASS**
7. **DECLARATION OF ROMAN OTKUPMAN IN SUPPORT OF PLAINTIFFS' MOTION FOR FINALAPPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**
8. **DECLARATION OF NICK CASTRO OF ILYM GROUP, INC., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
9. **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

the interested parties in this action as follows:

Heather B. Dillion Jackson Lewis P.C. 200 Spectrum Center Drive, Suite 500 Irvine, California 92618	*Attorneys for Defendant Young Adult Institute, Inc.* Heather.Dillion@jacksonlewis.com
Orlando Arellano Jackson Lewis P.C. 725 South Figueroa Street, Suite 2800 Los Angeles, California 90017	*Attorneys for Defendant Young Adult Institute, Inc.* Orlando.Arellano@jacksonlewis.com

__X__ BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 5, 2026, at Los Angeles, California.

Erika Mejia