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) **[PROPOSED] ORDER AND JUDGMENT GRANTING 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

Plaintiffs Wesley Arther and Anna Alicia Marie LeBlanc ("Plaintiffs") and Defendants Young Adult Institute, Inc. ("Defendant") have entered into the Class Action Settlement and PAGA Settlement Agreement and Release (the "Agreement" or "Settlement Agreement") to settle the above-captioned class action subject to the Court's approval (the "Settlement"). This matter is now before the Court on Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement. The Court has read, heard, and considered all the pleadings and documents submitted, and the presentations made in connection with the Motion which came on for hearing on October 27, 2026.

Due and adequate notice having been given to the Class, and the Court having reviewed and considered the Settlement Agreement, Plaintiffs' Notice of Motion and Motion for Final Approval of Class and Representative Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and the absence of any written objections received regarding the proposed Settlement, and having reviewed the record in the Actions, and good cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement filed in this case.

2. The Court has jurisdiction over all claims asserted in the Actions, Plaintiffs, the Class Members, Aggrieved Employees, and Defendants.

3. The Court finds that the Settlement appears to have been made and entered into in good faith and hereby approves the Settlement.

4. For settlement purposes only, and pursuant to California Code of Civil Procedure section 382 and California Rules of Court, rule 3.769, the Court hereby finally certifies the Class defined in the Settlement Agreement and Preliminary Approval Order. The Court finds that the requirements for class certification are satisfied for settlement purposes. The Class is sufficiently numerous, there are questions of law and fact common to its members, Plaintiffs' claims are typical of those of the Class, and a class action is the superior method for resolving the claims covered by the Settlement.

5. Plaintiffs are hereby finally appointed as Class Representatives for the Class. The Court

finds that Plaintiffs have fairly and adequately represented the interests of the Class.

6. The Court hereby confirms Kristen M. Agnew and Max W. Gavron of Diversity Law Group, P.C., and Roman Otkupman and Nidah Farishta of Otkupman Law Firm, as Class Counsel. The Court finds that Class Counsel have adequately represented the Settlement Class and possess the experience and qualifications necessary to continue serving in that capacity.

7. The "Class" means all current and former employees employed by Defendant in California at any time between December 24, 2023 and February 16, 2026.

8. The "Participating Class" means all Class Members who did not opt out of the Settlement. The following Class Members submitted timely requests for exclusion from the Settlement and are therefore not members of the Participating Class: Jeffrey Darling, Jessica Glade, Joaquin Gonzalez, Stephanie Melissa Lopez Flores, Tamara Mohn and Angelica Moreno.

9. The "Aggrieved Employees" means all current and former employees employed by Defendant in California at any time between April 11, 2024 and February 16, 2026.

10. The "Released Parties" means Defendant and its present and former parent companies, subsidiaries, and its shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigs, and any individual or entity that could be liable for any of the Released Class Claims and/or Released PAGA Claims.

11. The "Released Class Claims" means:

> All Participating Class Members, release the Releasees from all claims through the Class Release Period that were alleged, or reasonably could have been alleged based on facts stated in the Complaints or the First Amended Complaint, including but not limited to claims for: (1) failure to provide or make available meal periods; (2) failure to provide or make available rest periods; (3) failure to pay for all hours worked; (4) failure to pay minimum wage; (5) failure to pay overtime wages; (6) failure to provide timely and accurate wage statements; (7) waiting time penalties; (8) failure to timely pay employees; (9) failure to reimburse business expenses; (10) unlawful business practices; and (11) violation of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2802, and all applicable IWC Wage Orders (the "Released Class Claims"). 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 Release Period.

12. The "Class Release Period" means the period from December 24, 2023 until February 16, 2026.

13. The "Released PAGA Claims" means:

> All Aggrieved Employees are deemed to release the Releasees from all claims through the PAGA Release Period for violation of PAGA that were alleged, or reasonably could have been alleged, based on facts stated in the Complaints, the First Amended Complaint, or the PAGA Notices (the "Released PAGA Claims"). The Released PAGA Claims include, but are not limited to, any and all PAGA claims alleged or that could have been alleged based on the facts stated in the PAGA Notices, the Complaints or the First Amended Complaint, including but not limited to claims for civil penalties under Labor Code section 2698, et seq., Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2802, and all applicable IWC Wage Orders, through the PAGA Release Period.

14. The "PAGA Release Period" means the period from April 11, 2024 until February 16, 2026.

15. Upon Final Approval of the Settlement Agreement and payment of the Gross Settlement Amount, Plaintiffs and Participating Class Members, shall have, by operation of this Final Order and Judgment, fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, the Released Parties from all Released Class Claims.

16. Upon Final Approval of the Settlement Agreement and payment of the Gross Settlement Amount, Plaintiffs and Aggrieved Employees, shall have, by operation of this Final Order and Judgment, fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, the Released Parties from all Released PAGA Claims.

17. The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the

Class Members. The Notice fully satisfies the requirements of due process.

18. No Class Members have objected to the terms of the Settlement.

19. The Court finds the Gross Settlement Amount and the methodology used to calculate and pay each payment are fair and reasonable. The Court authorizes the Settlement Administrator to pay the Participating Class Members and Aggrieved Employees in accordance with the terms of the Settlement.

20. Defendants shall pay the total Gross Settlement Amount of Six Hundred Twenty-Five Thousand Dollars ($625,000.00) to resolve the Actions, as provided in the Settlement.

21. From the Gross Settlement Amount, Thirty Thousand Dollars ($30,000.00) shall be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (the "PAGA Penalty Fund"). Pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, et seq., sixty-five percent (65%) of the PAGA Penalty Fund – *i.e.* Nineteen Thousand Five Hundred Dollars ($19,500.00)— shall be paid to the California Labor and Workforce Development Agency. The remaining thirty-five percent (35%) of the PAGA Penalty Fund – *i.e.* Ten Thousand Five Hundred Dollars ($10,500.00)—shall be distributed to Aggrieved Employees.

22. From the Gross Settlement Amount, Plaintiffs shall be paid Service Award payments in the amount of Ten Thousand Dollars ($10,000.00) each for their service as class representatives and for their agreement to a general release of claims.

23. From the Gross Settlement Amount, the Settlement Administrator shall be paid the Settlement Administrator Costs in the amount of Six Thousand Five Hundred Ninety-Four Dollars ($6,594.00).

24. From the Gross Settlement Amount, Class Counsel is awarded Two Hundred Eighteen Thousand Seven Hundred Fifty Dollars ($218,750.00), for their reasonable attorneys' fees and Seventeen Thousand Seven Hundred Eighty-Three Dollars and Thirty-One Cents ($17,783.31) for their reasonable costs incurred in the Actions. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

25. Without affecting the finality of this Order in any way, this Court retains continuing

jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to the Actions, and their counsel of record.

26. Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

27. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

28. A Final Accounting Hearing is set for _____, 2027 at ____ a.m. The Settlement Administrator is to file a declaration no later than _____ days in advance to confirm that the distribution of funds is complete, including any distribution to the *cy pres* recipients, Centro Legal de La Raza, per the Settlement Agreement.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____

_____
JUDGE OF THE SUPERIOR COURT