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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 ROMAN OTKUPMAN IN SUPPORT OF PLAINTIFFS' 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

I, Roman Otkupman, declare as follows:

Education and Experience

1. I am an attorney duly admitted to the practice of law in the State of California. I am the principal of Otkupman Law Firm, A Law Corporation, and counsel for Plaintiffs, as well as proposed Class Counsel in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

2. I obtained my Bachelor's degree from the University of California at Los Angeles in 2003. I majored in Economics at the Anderson School of Business and obtained a Minor in Slavic Languages.

3. Thereafter, I attended the Thomas Jefferson School of Law, where I focused my studies on Employment law and related litigation. After completing my first year of legal studies, I secured an externship at the Equal Employment Opportunity Commission ("EEOC"), where I worked under the Supervisory Administrative Judge, Larry A. Abrams. While at EEOC, I evaluated the merits of federal employment discrimination claims and recommended dispositions. I further reviewed motions, researched case law, prepared summaries of arguments, and assisted in the preparation of court rulings on summary judgments, motions to compel, and motions to strike. Furthermore, I attended numerous conferences, hearings, and trials pertaining to employee complaints.

4. Thereafter, I volunteered at the Employee Rights Center of San Diego where I informed numerous employees about their options and legal avenues in wage and hour and/or employment discrimination disputes.

5. Otkupman Law Firm, ALC prosecutes wage and hour cases on behalf of employees whose rights have been violated. Otkupman Law Firm, either on its own or with co-counsel, is currently serving as Plaintiff's counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

6. Otkupman Law Firm, ALC has successfully litigated and resolved numerous wage and hour class actions involving failure to pay wages, wage statement violations and derivative Labor Code claims and penalties. See, Barrios v. Freeway, Superior Court of California, County of Sacramento, Case No. 34-2015-00183162-CU-OE-GDS; Hernandez v. CoWorx, Superior Court of California, County of San Joaquin, Case No. 39-2015-0032567-CU-OE-STK; Sigourney Esh v. Be.Group, Superior Court of California, County of San Diego, Case No. 37-2014-00006162-CU-OE-NC; Pakiza A. Ali v. Rainbow USA Inc., Superior Court of California, County of San Joaquin,

Case No. 39-2015-00320655-CU-OE-STK; Rosie Orta v. Walgreen Co., Superior Court of California, County of Los Angeles, Case No. BC530605; Jennifer Underwood v. Payroll Direct, Inc., Superior Court of California, County of Merced, Case No. 15CV-03112; Jeremiah Putnam v. Sagar Diner, Inc., Superior Court of California, County of Merced, Case No. SCV011040; Amanda Maniord v. Hue & Cry, Inc., Superior Court of California, County of Shasta, Case No. 182115; Andrew Mojica v. Dedicated Fleet Systems Inc., and Osterkamp Transportation Group, Superior Court of California, County of Los Angeles, Central Civil West, Case No. BC621739; Holly Pinheiro v. Stanton Optical Florida LLC, Vision Precision Holdings, LLC, Superior Court of California, County of San Joaquin, Case No. 39-2015-00323663-CU-OE-STK; Jared Sewell v. Gary D Nelson Associates Inc., Superior Court of California, County of Sonoma, Case No. SCV 254929; David Jimenez v. Modern Interiors, Superior Court of California, County of Los Angeles, Case No. BC549815; Patricia Mosley v. Shields for Families, Superior Court of California, County of Los Angeles, Case No. BC590656; Teri Parker v. Toms Sierra Co, Inc., Superior Court of California, County of Placer, Case No. SCV0036376.

7. Upon becoming a member of the bar, I worked at a boutique employment firm specializing in defense of multi-plaintiff and single plaintiff defense of Wage and Hour claims as well as other various employment claims. There, I was involved in numerous wage and hour actions as well as employment discrimination lawsuits including but not limited to: violation of Labor Code 226, failure to pay overtime, PAGA claims Labor Code 2699 et seq., sexual harassment, gender discrimination, racial discrimination, intentional infliction of emotional distress, breach of contract, conspiracy, breach of good faith and fair dealing, disability discrimination and failure to accommodate, as well as Labor Code Section 132(a) claims under worker's compensation law.

8. I have written numerous articles on various wage and hour and related employment litigation issues, three of which were published in recent years: (1) Employment Equality in the Workplace – Published in the Valley Lawyer Magazine October 2010 issue; (2) Applying Cat's Paw Theory to Discrimination Cases – Published in the Valley Lawyer Magazine August 2011 issue; (3) ADR in the Employment Arena – Published in the Valley Lawyer Magazine June 2012 issue.

9. Based on my own investigation and evaluation, I am of the opinion that the Settlement, its allocation among Class Members, and the recovery for each Class Member, is fair and reasonable. I believe I have a strong understanding of the trends in both the likelihood of certification of wage and hour cases and the value of settlements of cases such as this one.

10. My opinion takes into consideration the amounts received in other similar class

actions which I have litigated and/or am familiar with, the risks inherent in litigation of this genre, and the reasonable tailoring of each Class Member's claim to the amount received in the settlement. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is in the best interests of the Class.

Factual Background and Procedural Posture

11. Defendant Young Adult Institute, Inc. is a New York Corporation doing business in California, including at locations in Lodi, San Joaquin County. This lawsuit arises from Defendant's alleged unlawful failure to provide meal periods or compensation in lieu thereof, unlawful failure to provide rest periods or compensation in lieu thereof, failure to pay all wages including overtime, knowing and intentional failure to comply with itemized employee wage statement provisions, failure to timely pay wages due at termination, failure to timely pay employees, failure to reimburse employees for business expenses, failure to pay for all hours worked including overtime hours worked, and violation of California Business and Professions Code.

12. Defendant employed Plaintiffs during the relevant time period. Plaintiffs sent letters to the PAGA Administrator at the Labor and Workforce Development Agency (LWDA) in compliance with the statutory exhaustion requirements of Labor Code § 2699.3 prior to commencing an action pursuant to Labor Code § 2699 et seq. Specifically, Plaintiff Wesley Arther submitted his PAGA letter on April 10, 2025, and Plaintiff Annaalicia Marie LeBlanc submitted her PAGA letter on August 13, 2025.

13. On June 18, 2025, Plaintiff Wesley Arther commenced a putative class action and PAGA lawsuit against Defendant in the matter of *Wesley Arther on behalf of himself and all others similarly situated, and on behalf of the general public v. Young Adult Institute, Inc*., San Joaquin Superior Court Case No. STK-CV-OUE-2025-8482 (the "*Wesley* Action"). Defendant filed its Answer on August 2, 2025. On August 21, 2025, Plaintiff Anna Alicia Marie LeBlanc filed her Class Action Complaint for Damages in the matter of *Annaalicia Marie LeBlanc as an individual on behalf of herself and all others similarly situated v. Young Adult Institute, Inc*., San Joaquin Superior Court Case No. STK-CV-OUE-2025-11697 (the "*LeBlanc* Action"). On October 23, 2025, Plaintiff LeBlanc filed her First Amended Class Action Complaint adding a PAGA cause of action. Defendant filed its Answer to the LeBlanc Action on December 19, 2025.

14. Thereafter, the Parties informally exchanged information and documentation.

15. As part of the exchange of information, Defendant produced data related to the Class Members and Aggrieved Employees, including statistical data which was used to calculate a damage

model and liability analysis. Specifically, Defendant provided the following: (a) statistical data, including records of its employees, consisting of wage statements, clock-in and clock-out times, times taken for meal breaks, and wages earned during the relevant pay periods, which was used to calculate a damage model and liability analysis; (b) written policies and procedures on meal breaks, rest breaks, overtime compensation, and expense reimbursement; and (c) the number of workweeks and pay periods in the class, the total number of Class Members and Aggrieved Employees, and the average rate of pay for class members. Based on the written policies, workweeks, pay periods, and class size numbers as well as the time punch and payroll documents for the class members, Plaintiffs analyzed the number of potential violations and potential penalties and created a damage exposure analysis.

Settlement Negotiations and Due Diligence

16. After engaging in formal discussions about the case, discovery and comprehensive information exchange, the Parties agreed to engage in private mediation.

17. On January 15, 2026, the Parties participated in a full-day mediation session with Lisa Klerman, an experienced mediator with extensive experience in wage and hour class actions. Respective counsel represented each party during the good-faith negotiations facilitated by Ms. Klerman. While the case did not settle on that date, the Parties subsequently agreed to the mediator's proposal on January 22, 2026.

18. The Parties came to an arm's length mutually agreed upon settlement as outlined in the Class Action and PAGA Settlement Agreement and Release ("Settlement Agreement"). The Settlement Agreement includes all terms of the Parties' agreement.

19. Discussions between counsel for the Parties, discovery, as well as the investigation and evaluation of the claims of Plaintiffs by the Parties, have permitted each side to assess the relative merits of the claims and the defenses to those claims. At all times, the Parties' settlement negotiations have been non-collusive, adversarial and at arm's length. The parties agree that the above-described investigation and evaluation, and the information exchanged during settlement negotiations and mediation, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Based on our independent investigation and evaluation, I am of the opinion that the consideration and terms of the Settlement, considering the risk inherent in asserting and prevailing on the representative and class claims, and the risk of loss on the merits, is fair, reasonable, and adequate in light of all known facts and circumstances, and is in the best interest of the Class.

20. There were no objections to the Settlement and there were only 6 Opt-Outs. Thus, the total amount of Class Members participating in this Settlement amounts to 831, which amounts to a 99.28% participation rate. The strong participation rate is a strong indication that the Settlement is fair and adequate, and, as a result, Class Members found it to be so

The Nature of Plaintiffs' Claims and Risks of Continued Litigation

21. Although Plaintiffs are reasonably confident they would have prevailed on their motion for class certification, there was a risk the Court would deny certification and find that individual issues predominate over class members' claims. Thus, the risk that Defendant would defeat certification on some or all of Plaintiffs' claims supports settlement at this juncture, especially because most Class Members' claims are so small that individual litigation of their claims (required in the event certification was denied) is simply not feasible or realistic.

22. Prevailing on the merits in this case was by no means guaranteed. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Complaints. Defendant contends that its employment policies and practices did not violate applicable wage and hour laws. Defendant contends that it has complied at all times with the California Labor Code and the Industrial Welfare Commission Wage Orders. Defendant claims that none of Plaintiffs' claims are suitable for class certification because individual issues predominate over common issues on these claims. Individualized inquiries preclude class certification because a class action cannot be maintained where the existence of damage, the cause of damage and the extent of damage have to be determined on a case-by-case basis, even if there are some common questions. See Brinker Restaurant Corp. v. Superior Ct., 54 Cal.4th 1004, 1021 (2012).

23. Defendant is represented by competent and experienced counsel, and would undoubtedly have raised all of the above arguments, and more, in continued litigation. Despite Plaintiffs' confidence in their ability to prove all of their claims on a class-wide basis, any one of the above defenses, if decided in favor of Defendant, could reduce or even eliminate any potential damage award.

24. Defendant's defenses to liability on Plaintiffs' claims are an important basis for further validating the reasonableness of the settlement amount. Plaintiffs face substantial risk in prevailing on their claims. The Settlement compromises this risk.

The Settlement Terms in Light of These Risks

25. It is our judgment that Defendant's defenses to certification and liability are an important basis for validating the reasonableness of the settlement amount. Defendant has

consistently maintained that it has ample legal and factual grounds for defending this action on both class and merits issues. Considering the risks going forward, the present settlement represents an excellent compromise of Plaintiffs' and Class Members' claims.

26. The settlement for each Participating Class Member is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation. Although we are confident that all of the elements necessary for certification are satisfied in this case, the risk of non-certification is always present. If the Class was not certified, most Class Members would not be able to pursue their individual claims against Defendant because their individual claims would not be large enough to provide an incentive to litigate individually. The settlement takes these risks into account and is a good compromise for the damages of absent Class Members.

27. Prosecution of this case will result in tangible benefits for the Class Members in the following respects: (1) by this settlement, Class Members will receive their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or a possibly worse, result; and (2) settlement at this juncture will translate into significant savings in attorney's fees and costs which would have only increased exponentially had the case progressed through trial, appeals, etc.

Suitability of the Action for Class Certification

28. To date, no class has been certified. The Settlement reached between the Parties contains a provision pursuant to which the Parties stipulate to the Court's provisional certification of the Settlement Class for purposes of this Settlement only.

29. As proposed Class Counsel, and based on the discovery to date, I am confident that Plaintiffs could successfully prove that this action meets the requirements of class certification. Here, there are 831 Participating Class Members. Therefore, joinder of their individual claims would be impractical, and the numerosity requirement is satisfied for settlement purposes.

30. The Settlement Class Members all seek the same remedies under identical laws, all relating to Defendant's alleged uniform policies and practices related to the requirements of wage and hour laws. Plaintiffs submit that the same factual predicates apply to each and every Class Member and the Settlement compensates Class Members for these common claims.

31. It is Plaintiffs' position that Plaintiffs' claims are not only typical of those of all Class Members – they are identical. Plaintiffs allege that the same failure to provide meal periods, failure to provide rest periods, failure to pay all wages including overtime, failure to comply with itemized

employee wage statement provisions, failure to timely pay wages at termination, failure to timely pay employees, failure to reimburse for business expenses, and failure to pay for all hours worked is typical of numerous employees of Defendant.

32. Plaintiffs contend that they are adequate Class Representatives and their chosen counsel are qualified to act as Class Counsel in this litigation. Here, Plaintiffs have interests directly aligned with all Class Members and have vigorously prosecuted this case on their behalf. They have no apparent conflicts with Class Members. They have demonstrated their commitment to prosecute this action on behalf of all Class Members through its conclusion. Under the proposed Settlement, each of the Named Plaintiffs will request a Service Award of up to $10,000.00 for their significant time and efforts assisting Class Counsel with factual issues surrounding the case and for their participation in the litigation.

33. With respect to the predominance inquiry, Plaintiffs submit that the proposed Settlement Class is sufficiently cohesive because all Settlement Class Members share a common nucleus of facts and potential legal remedies. The same facts and law govern their claims; this Court could try their claims in representative fashion by common evidence regarding Plaintiffs' and Class Members' claims. Few factual issues are individualized to Class Members. As a result, common questions of law and fact predominate.

34. Perhaps the most persuasive argument in favor of the superiority of class treatment here is the relative size of the alleged violations by Defendant; were a class not certified, many if not all Class Members would not bring claims for the violations alleged, because few would have the incentive to pursue litigation over these small individual claims. As a result, class treatment is a superior method for adjudicating these claims.

35. To assess the realistic value of this case, Plaintiffs applied probability-of-prevailing discounts to each claim reflecting the genuine litigation risks described herein. The total realistic discounted exposure is $959,898.61, and the settlement of $625,000.00 represents approximately 65% of that realistic exposure. This settlement appropriately reflects the significant litigation risks posed by continued litigation in this action. To assist the parties in coming to the settlement, the parties relied upon the following exposure calculations.

Meal Break Violations: Plaintiffs alleged that Defendant's California employees were routinely unable to take uninterrupted 30-minute meal breaks for every shift they worked, and were required to continue working through their meal breaks in order to assist Defendant's needs. Based on Plaintiffs' investigation, which included discussing the merits with clients and reviewing data

provided by Defendant, Plaintiffs estimated that meal breaks were missed approximately once per workweek. Defendant denies this allegation. There are approximately 40,000 workweeks in the class at an average rate of $28.00 per hour. The maximum meal break exposure is calculated as follows: 40,000 workweeks × $28.00/hour × 1 violation per workweek = $1,120,000.00. Counsel estimated a 12% probability of prevailing on this claim given: (a) the challenges of proving class-wide meal break violations where Defendant had written compliant meal period policies; (b) the requirement that Plaintiffs demonstrate the violations arose from a common policy or practice rather than individual circumstances; and (c) the general litigation risks of class certification on meal break claims. *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012). The realistic discounted exposure for this claim is approximately $134,400.00.

Rest Break Violations: Based on Plaintiffs' accounts and Counsel's investigation of Defendant's operations, rest periods were estimated to be missed approximately once every two weeks. Defendant denies this allegation. At 40,000 workweeks with 0.5 missed rest breaks per workweek at $28.00/hour, the maximum rest break exposure is $560,000.00. Counsel estimated a 5% probability of prevailing on this claim — lower than meal breaks — because: (a) California law does not require employers to keep records of rest breaks taken, making class-wide proof particularly difficult; (b) Defendant had a compliant written rest break policy, creating a significant defense that any violations were the result of individual employee choice rather than a common policy; and (c) the failure to take rest breaks may require individualized inquiry into each employee's circumstances that could defeat class certification. The realistic discounted exposure for this claim is approximately $28,000.00.

Overtime Violations: Plaintiffs maintained that Defendant's California employees were not properly compensated for all overtime hours worked — specifically that employees were required to work off-the-clock time in excess of eight hours per day and/or forty hours per week. Based on Plaintiffs' accounts and data provided by Defendant, it was estimated that approximately 10 minutes of unpaid overtime were worked per workweek per Class Member. Defendant denies this allegation. Using approximately 40,000 workweeks at an average overtime rate of $42.00/hour (1.5× the $28.00 regular rate), the maximum overtime exposure is $280,000.00. Counsel estimated a 7.5% probability of prevailing given that Defendant maintained lawful written overtime policies and that proving off-the-clock time on a class-wide basis is inherently difficult where the alleged violations are small in duration. The realistic discounted exposure for this claim is approximately $21,000.00.

Reimbursement for Business Expenses: Plaintiffs and other employees of Defendant were

required to use their personal cell phones for work purposes — including communicating with supervisors, coordinating with coworkers, and responding to work-related matters — without reimbursement from Defendant. *See* Lab. Code § 2802*; Cochran v. Schwan's Home Service, Inc*., 228 Cal. App. 4th 1137 (2014) (employer must reimburse employee for reasonable percentage of personal cell phone bill when required to use phone for work). Plaintiffs estimated $7.00 per workweek in unreimbursed cell phone expenses, for a maximum exposure of $280,000 across 40,000 workweeks. Given the strength of this claim under *Cochran*, Counsel assessed a 100% probability of prevailing, making the realistic exposure equal to the maximum: $280,000.00. Defendant denies this allegation.

Derivative Wage Statement Claim: Defendant failed to issue Plaintiffs and Defendant's California employees accurately itemized wage statements in violation of Labor Code § 226(a), including failures to accurately state gross wages earned, total hours worked, net wages earned, applicable hourly rates, and meal and rest break premium pay. These violations are derivative of the underlying wage violations alleged above. Based on the class working on a bi-weekly pay schedule, Defendant issued approximately 20,000 wage statements during the Class Period. Plaintiffs estimated an approximately 5% success rate on this cause of action. The maximum wage statement penalty is $50 for the initial violation and $100 for each subsequent violation per employee: $50 × 1 + $100 × 19,999 x 5% = $99,997.50. This discount reflects several important considerations: (a) the wage statement claim is entirely derivative — it can only succeed if Plaintiffs first prevail on the underlying wage claims, which are themselves discounted; (b) courts have broad discretion to reduce or decline to award wage statement penalties where the underlying violations are disputed or where recovery of the full penalty would be disproportionate; (c) Defendant maintained written payroll procedures and the violations, if any, arose from the same disputed underlying practices rather than any intentional recordkeeping failure.

Derivative Waiting Time Penalty Claim: Because Defendant allegedly failed to pay all wages during employment as described above, Plaintiffs contend that former employees were not paid all final wages at the time of separation in violation of Labor Code §§ 201-203. Based on the class period of December 24, 2023 through February 16, 2026 (approximately 26 months), and the estimated class size of approximately 533 members based on the 40,000 workweeks in the class, Counsel estimated that approximately 213 former employees (approximately 40% of the class) separated from employment during the Class Period. Using an average rate of $28.00/hour × 8 hours × 30 days, the maximum waiting time penalty per employee is $6,720.00, for a total maximum

exposure of $1,431,360.00. Defendant denies this allegation. Counsel estimated a 15% probability of prevailing given: (a) the derivative nature of the claim, which depends on first establishing the underlying wage violations; (b) Defendant's defenses regarding willfulness, which is required for waiting time penalties to attach; and (c) the individualized nature of separation circumstances. The realistic discounted exposure for this claim is approximately $214,704.00.

PAGA Penalties: Based on the PAGA Release Period (April 11, 2024 through February 16, 2026), Plaintiff Wesley Arther's PAGA letter was submitted on April 10, 2025 and Plaintiff Annaalicia Marie LeBlanc's PAGA letter was submitted on August 13, 2025. Plaintiffs estimated approximately 11,900 PAGA pay periods during the PAGA period, based on an estimated 350 Aggrieved Employees working approximately 34 bi-weekly pay periods each. At $100 per pay period for initial violations, the maximum PAGA exposure is $1,190,000.00. Defendant denies these allegations. Counsel discounted this claim to a 10% probability of success, reflecting: (a) the broad judicial discretion to reduce PAGA penalties that would be unjust or disproportionate to the violation — particularly where Defendant maintained compliant written policies; (b) the principle that heightened $200 penalties do not apply unless a court or the Labor Commissioner has previously notified the employer of a violation, and (c) the general litigation risk that plaintiffs would have difficulty obtaining full penalties for wage statement violations and waiting time penalties in addition to PAGA penalties. The $30,000 PAGA allocation in the Settlement Agreement — with $19,500 to the LWDA and $10,500 to Aggrieved Employees — represents an appropriate resolution of these claims. The realistic discounted exposure for PAGA is approximately $119,000.00.

Interest: Interest will accrue at a rate of seven percent (7%) per annum on the realistic damage exposure. The estimated interest component is approximately $62,797.11.

Class Counsel's Attorneys' Fees and Costs

36. The Parties have agreed that Class Counsel will seek no more than $218,750.00 (i.e., 35% of the Gross Settlement Amount) in attorneys' fees. This agreement is fully disclosed in the Settlement Agreement.

37. Class Counsel risked significant time and expense to ensure the successful settlement in the face of significant risks, including Defendant’s defenses on the merits. The services offered by my office are contingent on the outcome of the case, with any payment deferred to the end of the case.

38. Class Counsel has significant experience in wage and hour litigation and the skill and expertise required for the issues presented in this case. Class Counsel is qualified to handle this

litigation because Class Counsel is experienced in litigating Labor Code violations on both a class and individual basis. Class Counsel has also frequently received fee awards of the requested percentage from the gross recovery for the class and Class Counsel's experience in wage and hour litigation was crucial in evaluating both the strengths and weaknesses of the case and the reasonableness of the settlement.

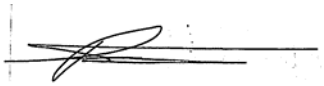
39. Class Counsel has expended a significant amount of time litigating this case to achieve an excellent result on behalf of the Class Members. In the event that the Court grants final approval of the settlement, Class Counsel will spend additional time monitoring administration of the settlement. Here, Class Counsel was required to expend considerable time and resources to investigate, litigate, and successfully settle these claims for the benefit of the Class.

40. Class Counsel achieved a result whereby each Participating Class Member will receive a payment without having to submit a claim form. The amount requested here will fairly compensate Class Counsel for their successful vindication of Class Members' rights, taking into account the quality, nature and extent of counsel's efforts, the results achieved and the fact that the amount of fees is sought is consonant with legal precedent. Counsel's diligent, efficient and creative pursuit of this matter positioned Plaintiff to settle this action successfully, affording redress to the entire class and avoiding the inevitable expense and risk attendant to protracted litigation. In sum, it was through the efforts of Plaintiff and Counsel that the settlement was obtained.

41. The Settlement Agreement provides that we will seek to recover litigation costs of no more than $25,000.00 from the Gross Settlement Amount. This case was taken solely on a contingency basis and is not a case undertaken lightly. The risk of advancing substantial costs in this type of litigation can be very high. My office has incurred $14,981.31 in expenses litigating this action. The expenses were reasonably incurred by my office. Attached hereto as **Exhibit "A"** are my office's costs

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

Executed this 30th day of September 2026, at Westlake Village, California.



ROMAN OTKUPMAN

EXHIBIT A

Wesley Arther v. Young Adult Institute, Inc.

Counsel's Costs

EXPENSE CATEGORY	**EXPENSE**
Filing Fee	$1,591.35
Service	$119.25
EFiling Fees	$671.26
Mediation	$12,500
LWDA	$75
Mailing	$24
Printing	$0.45
Total Expenses	**$14,981.31**