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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ERIC WARD on behalf of himself, all others
similarly situated, and on behalf of the general
public,

Plaintiffs,

v.

LEARNING ARTS CORPORATION; and
DOES 1-100,

Defendants.

Case No. 34-2023-00334389-CU-OE-GDS
(Consolidated with Case No.
34-2023-00336386)

*[Assigned for All Purposes to the
Honorable Lauri A. Damrell; Dept. 22]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF ERIC WARD'S MOTION
FOR FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: December 12, 2025
Time: 9:00 a.m.
Reservation No.: A-334389001

Complaint Filed: February 7, 2023
Trial Date: None Set

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement ("Motion for Final Approval") came before this Court, the Honorable Lauri A. Damrell, presiding, on December 12, 2025. The Court having considered the papers submitted in support of the Motion for Final Approval, HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. All terms used herein shall have the same meaning as defined in the Parties' Joint Stipulation of Class and PAGA Action Settlement and Release of Claims ("Settlement Agreement") and the Revised Order Granting Plaintiff Eric Ward's Motion for Preliminary Approval of Class Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date ("Preliminary Approval Order").

2. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class and the settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from February 7, 2019 through December 31, 2024 ("Class" or "Class Members").

3. The "PAGA Aggrieved Employees" are defined to include all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from December 23, 2021 through December 31, 2024.

4. The Court has jurisdiction over the claims of the Class Members asserted in this proceeding and over all parties to the proceeding.

5. The Notice of Class Action Settlement ("Class Notice") was mailed by first-class U.S. mail to all Class Members. The Class Notice informed the Class of the material terms of the settlement, of their right to receive a *pro rata* portion of the Net Settlement Amount, of their right to request exclusion from the settlement, of their right to comment upon or object to the settlement and to appear in person or through counsel at the Final Approval Hearing and of the date set for the Final Approval Hearing. Adequate periods of time were provided by each of these procedures.

1 6. In response to the Class Notice, no member of the Class submitted a written
2 objection to the settlement or stated an intention to appear at the Final Approval Hearing. One
3 member of the Class requested to be excluded from the settlement. No member of the Class
4 submitted a dispute regarding the number of workweeks credited to him/her.

5 7. The Court finds and determines that this notice procedure afforded adequate
6 protections to Class Members and provides the basis for the Court to make an informed decision
7 regarding approval of the settlement based on the Class Members' response. The Court finds and
8 determines that the Class Notice was the best notice practicable under the circumstances and
9 satisfied the requirements of law and due process.

10 8. The Court further finds and determines that the terms of the settlement are fair,
11 reasonable, and adequate to the Class and to each Class Member

12 9. Pursuant to California law, the Court hereby grants final approval of the settlement.
13 The Court finds that the settlement was reached as a result of informed and non-collusive arm's-
14 length negotiations facilitated by a neutral mediator. The Court further finds that the Parties
15 conducted extensive investigation, research, and discovery and that their attorneys were able to
16 reasonably evaluate their respective positions. The Court also finds that settlement will enable the
17 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if
18 the Parties were to continue to litigate the case. The Court has considered the absence of objections
19 to and requests for exclusion from the settlement, reviewed the monetary recovery provided as part
20 of the settlement, and recognizes the significant value accorded to the Class. Accordingly, the
21 Court hereby approves the terms set forth in the Settlement Agreement and finds that the settlement
22 is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the settlement
23 according to its terms.

24 10. A full opportunity has been afforded to the Class Members to participate in the
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
26 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
27 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
28 timely and valid request for exclusion from the settlement to the Settlement Administrator

1 (“Participating Class Members”) are bound by this Order Granting Plaintiff’s Motion for Final
2 Approval of Class and PAGA Action Settlement (“Final Approval Order and Judgment”).

3 11. In exchange for a portion of the Net Settlement Amount, upon the date that the
4 settlement funds are paid in full by Defendant, all Participating Class Members shall be deemed
5 and are deemed to have conclusively released and forever discharged the Released Parties from
6 the Released Class Claims, as defined in the Settlement Agreement.

7 12. In exchange for a portion of the PAGA Payment, upon the date that the settlement
8 funds are paid in full by Defendant, all PAGA Aggrieved Employees shall be deemed and are
9 deemed to have conclusively released and forever discharged the Released Parties from the
10 Released PAGA Claims, as defined in the Settlement Agreement.

11 13. The Court hereby confirms David Mara and Jill Vecchi of Mara Law Firm, PC, as
12 Class Counsel in this action.

13 14. The Court hereby confirms Plaintiff Eric Ward as the Class Representative in this
14 action.

15 15. The Court finds and determines that the Individual Settlement Shares provided for
16 by the terms of the Settlement Agreement to be paid to the Participating Class Members are fair
17 and reasonable. The Court hereby gives final approval to and orders the payment of those amounts
18 be made to the Participating Class Members in accordance with the terms of the Settlement
19 Agreement.

20 16. The Court finds and determines the Class Representative Enhancement Payment in
21 the sum of \$10,000 to Plaintiff Eric Ward is fair and reasonable. The Court hereby orders the
22 Settlement Administrator to make the payment to the Plaintiff/Class Representative Eric Ward in
23 the amount of \$10,000 for the Class Representative Enhancement Payment in accordance with the
24 terms of the Settlement Agreement.

25 17. The Court finds and determines that the payment to the Settlement Administrator,
26 ILYM Group, Inc., in the sum of \$21,550 for its fee and expenses incurred and to be incurred for
27 the notice and settlement administration process is fair and reasonable. The Court hereby orders
28

1 the Settlement Administrator to make payment to itself in the amount of \$21,550 for
2 Administration Costs in accordance with the terms of the Settlement Agreement.

3 18. Pursuant to the terms of the settlement, and the authorities, evidence and argument
4 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
5 \$283,050 and a Cost Award of \$37,350.60 to Class Counsel. The Court finds such amounts to be
6 fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to
7 Class Counsel in the amount of \$283,050 for attorneys' fees and \$37,350.60 for litigation expenses
8 in accordance with the terms of the Settlement Agreement.

9 19. The Court finds and determines that the payment to the Labor and Workforce
10 Development Agency ("LWDA"), in the sum of \$37,500 (which is 75% of the \$50,000 allocated
11 to claims under PAGA), is fair and reasonable. The Court hereby orders the Settlement
12 Administrator to make the payment to the LWDA in the amount of \$37,500 for the PAGA payment
13 in accordance with the terms of the Settlement Agreement. The Court orders that the remaining
14 amount of \$12,500 be distributed to PAGA Aggrieved Employees in accordance with the terms of
15 the Settlement Agreement.

16 20. Neither Defendant nor any related persons or entities shall have any further liability
17 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
18 as provided for by the Settlement Agreement. Pursuant to the terms of the Settlement Agreement,
19 Defendant shall not be liable for more than the agreed upon Gross Settlement Amount.

20 21. The Court finds and determines that the release contained in the Settlement
21 Agreement is appropriate and shall bind all Participating Class Members.

22 22. Nothing in this Final Approval Order and Judgment shall preclude any action to
23 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final
24 Approval Order and Judgment, including the requirement that Defendant make payments to
25 Settlement Class Members in accordance with the Settlement Agreement.

26 23. The Court finds and determines that nothing in the Settlement Agreement or this
27 Final Approval Order and Judgment is intended or will be construed as an admission of liability
28 or wrongdoing by Defendant.

24. The Court hereby enters final judgment in this action in accordance with the terms of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment.

25. A settlement compliance hearing will be set for July 23, 2027, at 10:30 a.m. A declaration from the settlement administrator must be filed at least 15 days prior to the compliance hearing.

26. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Final Approval Order and Judgment.

27. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

JUDGMENT

28. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Settlement Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement. The Court, pursuant to California Rule of Court 3.769(h), shall retain jurisdiction over the parties to enforce the terms of the judgment.

IT IS SO ORDERED.

Dated:

Honorable Lauri A. Damrell
Superior Court Judge