

Arby Aiwarzian (SBN 269827)
Yasmin Hosseini (SBN 326399)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

RHINA BLANCO, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;
CARLOS GONZALEZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

AUTISM LEARNING PARTNERS, an
unknown business entity; AUTISM
LEARNING PARTNERS, LLC, a Delaware
limited liability company; PACIFIC CHILD
& FAMILY ASSOCIATES, LLC, an
unknown business entity; PROOF POSITIVE
ABA THERAPIES, LLC, a California
limited liability company; CHILDREN'S
LEARNING CONNECTION, INC., a
California corporation; A IS FOR APPLE,
INC., a California corporation; and DOES 2
through 100, inclusive,

Defendants.

Case No. 24STCV01979

Honorable Timothy P. Dillon
Department 15

CLASS ACTION

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: April 7, 2026
Time: 10:00 a.m.
Department: 15

Complaint Filed: January 24, 2024
FAC Filed: February 24, 2025
Trial Date: None Set

1 This matter has come before the Honorable Timothy P. Dillon, in Department 15 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, CA 90012, on April 7,
3 2026 at 10:00 a.m., on Plaintiff Rhina Blanco’s and Carlos Gonzalez’s (together, “Plaintiffs”)
4 Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Fees
5 Payment, Class Counsel Litigation Costs Payment, and Class Representative Service Payments
6 (“Motion for Final Approval”). Lawyers *for* Justice, PC, appeared on behalf of Plaintiffs and
7 the Class, and Sheppard, Mullin, Richter & Hampton LLP appeared on behalf of Defendants
8 Autism Learning Partners, Autism Learning Partners, LLC, Pacific Child & Family Associates,
9 LLC, Proof Positive ABA Therapies, LLC, Children’s Learning Connection, Inc., and A is for
10 Apple, Inc. (collectively, “Defendants”).

11 On November 4, 2025, the Court entered the Order Granting Preliminary Approval of
12 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
13 approving the settlement of the above-entitled action in accordance with the First Amended
14 Class, Collective and PAGA Representative Action Settlement Agreement and Class Notice
15 (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the exhibits
16 annexed thereto set forth the terms and conditions for settlement of the Action.

17 Having reviewed the Settlement Agreement and duly considered the Parties’ papers and
18 oral argument, and good cause appearing,

19 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 20 1. The Motion for Final Approval is granted in its entirety.
- 21 2. This Final Approval Order and Judgment incorporates by reference the
22 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
23 terms used, but not defined, herein shall have the same meanings as in the Settlement
24 Agreement and Preliminary Approval Order.
- 25 3. Unless otherwise specified, all citations and references to the Private Attorneys
26 General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) are to the version
27 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
28

1 not apply to the Action or the Settlement pursuant to California Labor Code section 2699(v)(1),
2 as amended, because the notice to the Labor and Workforce Development Agency ("LWDA")
3 was filed prior to June 19, 2024.

4 4. This Court has jurisdiction over the Class Members as it pertains to the Action
5 and the claims asserted in the Action, the Court also has jurisdiction over all Parties to the
6 Action as it pertains to the Action and the claims asserted in the Action.

7 5. The Court finds that the applicable requirements of California Code of Civil
8 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
9 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
10 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
11 The Class is hereby defined to include: all California current and former hourly-paid or non-
12 exempt employees who worked for Defendants during the period from January 24, 2020
13 through April 18, 2025 ("Class" or "Class Members").

14 6. The aggrieved employees for purposes of the PAGA Settlement are hereby
15 defined to consist of the following individuals: all California non-exempt employees employed
16 by Defendants during the period from November 20, 2022 through January 24, 2025
17 ("Aggrieved Employees").

18 7. The Court finds that the Court-approved Notice of Class, Collective, and PAGA
19 Representative Action Settlement ("Class Notice") that was provided to the Class Members,
20 fully and accurately informed the Class Members of all material elements of the Settlement, of
21 their opportunity to participate in the Settlement, object to or comment on the Class Settlement,
22 or to seek exclusion from the Class Settlement; the Class Notice was the best notice practicable
23 under the circumstances; was valid, due, and sufficient notice to all Class Members; and
24 complied fully with the laws of the State of California, the United States Constitution, due
25 process and other applicable law. The Class Notice fairly and adequately described the
26 Settlement and provided the Class Members with adequate instructions and a variety of means
27 to obtain additional information.
28

1 8. Pursuant to California law, the Court hereby grants final approval to the
2 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
3 Class as a whole. More specifically, the Court finds that the Settlement was reached following
4 meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class
5 Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-
6 length negotiations between the Parties. In so finding, the Court has considered all of the
7 evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk,
8 expense, and complexity of pursuing the claims presented; the likely duration of further
9 litigation; the amount offered in the Settlement; the extent of investigation and discovery
10 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
11 including the monetary allocations and payments, appear within the range of reasonableness,
12 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
13 against the probable outcome of further litigation relating to certification, liability, and damages
14 issues. The Court has further considered the absence of any objections by the Class Members to
15 the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in
16 accordance with the Settlement Agreement and the following terms and conditions.

17 9. A full opportunity has been afforded to the Class Members to participate in the
18 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
19 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
20 from the Class Settlement. Accordingly, the Court determines that Plaintiffs and all Class
21 Members who did not submit a timely and valid Request for Exclusion from the Class
22 Settlement (“Participating Class Members”), on behalf of themselves and their respective
23 former and present representatives, agents, attorneys, heirs, administrators, successors, and
24 assigns, are bound by the Class Settlement and by this Final Approval Order and Judgment, and
25 thereby, as of the Effective Date, shall fully and finally release and discharge the Released
26 Parties of the Released Class Claims.

27 10. The Court finds that Plaintiffs have satisfied the prerequisites under PAGA,
28 including providing the LWDA and Defendants with notice of the specific provisions of the

California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant to California Labor Code § 2699(1)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$750,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 ("PAGA Penalties"), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Administrator shall distribute the PAGA Penalties as follows: the amount of \$562,500.00 to the LWDA ("LWDA PAGA Payment"), and the amount of \$187,500.00 to the Aggrieved Employees, in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiffs, the State of California (with respect to Aggrieved Employees), and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date, shall fully and finally release and discharge the Released Parties from the Released PAGA Claims.

12. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Administration Expenses Payment in the amount of \$49,950.00 to ILYM Group, Inc. ("ILYM" or "Administrator"), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Administrator shall issue payment to itself in the amount of \$49,950.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that Class Representative Service Payments in the amount of \$7,500.00 each to Plaintiff Rhina Blanco and Plaintiff Carlos Gonzalez are fair and reasonable,

1 and hereby approved. It is hereby ordered that the Administrator issue payment in the amount
2 of \$7,500.00 each to Plaintiff Rhina Blanco and Plaintiff Carlos Gonzalez for their Class
3 Representative Service Payments, according to the terms set forth in the Settlement Agreement.

4 15. The Court finds that a Class Counsel Fees Payment in the amount of
5 \$833,333.33 to Class Counsel falls within the range of reasonableness and that the results
6 achieved justify the award sought, and is hereby approved. It is hereby ordered that the
7 Administrator issue payment in the amount of \$833,333.33 to Class Counsel for its attorneys'
8 fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

9 16. The Court finds that reimbursement of litigation costs and expenses in the
10 amount of \$19,623.96 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
11 that the Administrator issue payment in the amount of \$19,623.96 to Class Counsel for
12 reimbursement of litigation costs and expenses, in accordance with the terms and methodology
13 set forth in the Settlement Agreement.

14 17. It is hereby ordered that forty-five (45) calendar days after the Effective Date,
15 Defendants shall fully fund the Gross Settlement Amount of \$2,500,000.00, and also fund the
16 amounts necessary to fully pay the Employer Paid Taxes by transmitting the funds to the
17 Administrator, in accordance with the terms and methodology set forth in the Settlement
18 Agreement.

19 18. It is hereby ordered that within fourteen (14) calendar days following the funding
20 of the Gross Settlement Amount, the Administrator will issue payments due under the
21 Settlement and approved by the Court as follows: (a) Individual Class Payments to Participating
22 Class Members, (b) Individual PAGA Payments to Aggrieved Employees, (c) LWDA PAGA
23 Payment to the LWDA, (d) Class Representative Service Payments to Plaintiffs, (e) Class
24 Counsel Fees Payment and Class Counsel Litigation Costs Payment to Class Counsel, and (f)
25 Administration Expenses Payment to the Administrator, in accordance with the terms and
26 methodology set forth in the Settlement Agreement.

27 19. Each check issued to a Participating Class Member and/or Aggrieved Employee
28 for his or her Individual Class Payment and/or Individual PAGA Payment shall be valid for a

period of one hundred eighty (180) calendar days from the date of issuance of the check, and after this time period, the check(s) shall be canceled. The leftover funds associated with checks issued to Participating Class Members and Aggrieved Employees, after the checks have been canceled, shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384(b). All Participating Class Members shall be bound by the terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual Class Payment checks. All Aggrieved Employees shall be bound by the terms and conditions of the PAGA Settlement regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment checks.

20. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

21. Individualized notice of this Final Approval Order and Judgment is not required. The Administrator shall post a copy of the Final Approval Order and Judgment on the Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

22. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department 15. Class Counsel shall submit the Administrator's accounting report regarding the status of the funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

IT IS SO ORDERED.

DATE: _____

The Honorable Timothy P. Dillon
Judge of the Superior Court