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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

QUIANA BOYETTE, individually, and on behalf
of all others similarly situated;

Plaintiffs,

vs.

INCLUSION SPECIALIZED PROGRAMS LLC,
a limited liability company; and DOES 1 through
10, inclusive,

Defendants.

DESIREE SAENZ, on behalf of herself and all
other similarly situated employees, and on behalf
of the general public;

Plaintiffs,

vs.

INCLUSION SPECIALIZED PROGRAMS, LLC,
a California Limited Liability Company, DOES 1
through 10, inclusive,

Defendants.

Case No. 23STCV29286
[Related Case No. 24STCV05482]

*[Assigned to: The Hon. William F
Highberger, Dept. 10]*

CLASS & PAGA ACTION

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

FINAL APPROVAL HEARING

Date: August 14, 2026

Time: 10:00 a.m.

Dept.: 10

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Attorneys for Plaintiffs, Desiree Saenz

1 On or around April 7, 2026, this Court issued an Order Granting Plaintiffs’ Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiffs Quiana Boyette and Desiree Saenz
3 (collectively the “Plaintiffs” or “Class Representatives”) now seek an order granting final
4 approval of the Class Action and PAGA Settlement Agreement (the “Settlement”) for the amount of
5 \$825,000.00 (the “Gross Settlement Amount”) between Plaintiffs and Defendant Inclusion
6 Specialized Programs, LLC (“Defendant,” and together with Plaintiffs the “Parties”). A true and
7 correct copy of the Settlement is attached to the Declaration of Alan Wilcox in Support of Plaintiffs’
8 Motion for Final Approval of Class Action Settlement (the “Wilcox Declaration”) as **Exhibit 1**
9 submitted concurrently with Plaintiffs’ Motion for Final Approval of Class Action Settlement (the
10 “Motion”).

11 Due and adequate notice having been given to the Class (as defined below), and the Court
12 having reviewed and considered the Settlement, the Motion, the supporting declarations and exhibits
13 thereto, all papers filed and proceedings had herein, and the absence of any written objections
14 received regarding the Settlement, and having reviewed the record in this action, and good cause
15 appearing therefor,

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

17 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
18 Settlement filed in this case (hereinafter referred to as the “Action” or “Operative Complaint”).

19 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Class
20 Members, Defendant, and ILYM Group Inc. (the “Administrator”).

21 3. The term “Class Period” means the period from November 30, 2019, through July
22 11, 2025 (“Settlement Class Period”).

23 4. The term “Aggrieved Employee” means all current and former non-exempt
24 California employees of Defendant who worked for Defendant during the PAGA Period.

25 5. Solely for purposes of effectuating the Settlement, the Court certifies the following
26 Class as all current and former non-exempt employees of Defendant who worked for Defendant in
27 California at any time during the Class Period (each “Class Member(s)” and collectively the
28 “Class”), with each such person who does not timely and validly exclude themselves from the

1 Class in compliance with the exclusion procedures set forth in this Settlement to be deemed a
2 “Participating Class Member.”

3 6. The term “Released Parties” means Defendant and its former and present
4 shareholders, partners, members, managers, owners, officers, directors, managerial employees,
5 agents, attorneys, insurers, payroll providers, joint venturers, predecessors, successors, and
6 assigns, and any individual or entity that could be liable for any of the released class and PAGA
7 claims.

8 7. The Court hereby approves Thiago Coelho, Giancarlo Recinos and Chumahan
9 Bowen of Wilshire Law Firm, PLC and Roman Otkupman and Nidah Farishta of Otkupman Law
10 Firm, ALC as “Class Counsel.”

11 8. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and
12 reasonable and therefore meets the requirements for final approval. The Court grants final approval
13 of the Settlement and the Class based upon the terms set forth in the Settlement Agreement.

14 9. The Court finds that the Settlement appears to have been made and entered into in
15 good faith and hereby approves the Settlement payments as set forth below.

16 10. Release By Participating Class Members: The claims released by Participating Class
17 Members are all claims, rights, demands, liabilities, and causes of action alleged or which could
18 have reasonably been alleged against the Released Parties based on the facts alleged in the
19 operative Complaints (the “Released Class Claims”), including but not limited to all wage and hour
20 claims, demands, rights, liabilities, and causes of action for allegedly failure to provide meal
21 periods; failure to provide rest periods; failure to pay all wages and for all hours worked; failure to
22 pay minimum and straight time wages; failure to pay overtime wages; failure to timely pay wages
23 due at termination; failure to timely pay employees during employment; failure to provide and
24 maintain accurate wage statements; failure to reimburse for business expenses; claims for civil and
25 statutory penalties, interest, liquidated damages, attorney’s fees and costs; claims under Labor
26 Code sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2,
27 1197, 1198, 2802, and applicable Industrial Welfare Commission Wage Orders; and unfair
28 competition claims under California Business & Professions Code sections 17200 et seq. The

Released Class Claims are those that accrued during the Class Period.

11. Release by Named Plaintiffs as Proxy or Agent of the LWDA: The LWDA, by and through Plaintiffs as agents or proxies of the LWDA, shall be deemed to release the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, against the Released Parties based on the facts alleged in the operative Complaints and alleged in the corresponding PAGA Notices (the “Released PAGA Claims”), including but not limited to claims for civil penalties for violations of Labor Code sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2698-2699.5, and applicable Wage Orders of the Industrial Welfare Commission; claims under California Business & Professions Code section 17200 et seq.; and all related claims for attorneys’ fees and costs. The Released PAGA Claims are those that accrued during the PAGA Period.

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

13. No Class Member has objected to the terms of the Settlement.

14. No Class Member has requested exclusion from the Settlement.

15. The notice that the Administrator provided to the Class (the “Class Notice”) conformed with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constituted 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 Class Notice provided to the Class fully satisfied the requirements of due process.

16. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as defined in the Settlement Agreement), and the methodology used to calculate and pay each Participating Class Member’s Individual Class Payment (as defined in the Settlement Agreement) are fair, just, reasonable and adequate. The Court authorizes the Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Settlement.

17. Defendant shall pay the Gross Settlement Amount to resolve this Action and to

separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class Payments. Pursuant to the Settlement Agreement, Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator no later than 21 calendar days after the Effective Date.

18. From the Gross Settlement Amount, Plaintiffs Andre Ibarra and Genevieve Anda shall each be paid \$7,500.00 each (\$15,000.00 total) for their service as representatives for the Class and the releases provided.

19. From the Gross Settlement Amount, \$8,950.00 shall be paid to the Administrator.

20. From the Gross Settlement Amount, \$41,250.00, allocated 25% to the Aggrieved Employees \$10,312.50 (the "Individual PAGA Payments") and 75% to LWDA \$30,937.50 in settlement of PAGA claims (the "LWDA PAGA Payment"); (as defined in the Settlement Agreement).

21. From the Gross Settlement Amount, Class Counsel is awarded the requested reasonable attorneys' fees of \$275,000.00 (the "Class Counsel Fees Payment"). Otkupman Law Firm and Wilshire Law firm have a fee splitting agreement. The fees shall be split as follows: 50% to Otkupman Law Firm and 50% to Wilshire Law Firm. Total costs incurred by Class Counsel in this matter were \$28,241.26. Class Counsel requests \$18,971.56 to Wilshire Law Firm, PLC and \$9,269.70 to Otkupman Law Firm (the "Class Counsel Litigation Expenses Payment") incurred in the Action. These payments shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees and costs are reasonable in light of the benefit provided to the Class.

22. Without affecting the finality of this Order in any way, and in accordance with Code of Civil Procedure section 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties, Class Counsel, Defendant's counsel, and the Administrator.

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

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3 **IT IS SO ORDERED.**

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5 DATE:

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7 Hon. William F Highberger
8 Los Angeles County Superior Court
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