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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: 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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6 Attorneys for Plaintiffs, Desiree Saenz

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

Due and adequate notice having been given to the Class (as defined below), and the Court having reviewed and considered the Settlement, the Motion, the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and the absence of any written objections received regarding the Settlement, and having reviewed the record in this action, 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 filed in this case (hereinafter referred to as the “Action” or “Operative Complaint”).

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

3. Class Period: The term “Class Period” means the period from November 30, 2019, through July 11, 2025.

4. PAGA Period: The term “PAGA Period” means the period from December 26, 2022, through July 11, 2025.

5. Class and Class Member: The term “Class” means all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period. Similarly, the term “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who

qualifies as an Aggrieved Employee).

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

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

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

9. 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

1 limited to claims for civil penalties for violations of Labor Code sections 201-203, 204, 210, 218,
2 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2698-
3 2699.5, and applicable Wage Orders of the Industrial Welfare Commission; claims under
4 California Business & Professions Code section 17200, *et seq.*; and all related claims for attorneys’
5 fees and costs. The Released PAGA Claims are those that accrued during the PAGA Period.

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

9 11. Solely for purposes of effectuating the Settlement, the Court certifies the Class, with
10 each such person who did not timely and validly exclude themselves from the Class in
11 compliance with the exclusion procedures set forth in the Settlement to be deemed a
12 “Participating Class Member.”

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

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

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

20 15. No Class Member has objected to the terms of the Settlement.

21 16. No Class Member has requested exclusion from the Settlement.

22 17. The notice that the Administrator provided to the Class (the “Class Notice”)
23 conformed with the requirements of California Rules of Court, Rules 3.766 and 3.769, and
24 constituted the best notice practicable under the circumstances, by providing individual notice to all
25 Class Members who could be identified through reasonable effort, and by providing due and
26 adequate notice of the proceedings and of the matters set forth therein to the Class Members. The
27 Class Notice provided to the Class fully satisfied the requirements of due process.

28 18. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as

defined in the Settlement), and the methodology used to calculate and pay each Participating Class Member's Individual Class Payment (as defined in the Settlement) 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.

19. The Court finds that the attorneys' fees and costs are reasonable in light of the benefit provided to the Class.

20. 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.

21. The following amounts shall be paid in accordance with the terms of the Settlement:

<u>Gross Settlement Amount</u> (Paid by Defendant to the Administrator):	\$825,000.00 (plus employer taxes)
<u>Class Counsel Fees Payment</u> (Paid from the Gross Settlement Amount to Class Counsel):	\$275,000.00
<u>Class Counsel Litigation Expenses Payment</u> (Paid from the Gross Settlement Amount to Class Counsel):	\$28,241.26
<u>Service Payments to Class Representatives</u> (Paid from the Gross Settlement Amount to Plaintiffs):	\$20,000.00 (\$10,000.00 each)
<u>Administrator Expenses Payment</u> (Paid from the Gross Settlement Amount to the Administrator):	\$8,950.00
<u>LWDA PAGA Payment</u> (Paid from the Gross Settlement Amount to the LWDA):	\$30,937.50 (75% of PAGA Penalties)
<u>Individual PAGA Payments</u> (Paid from the Gross Settlement Amount to the Aggrieved Employees):	\$10,312.50 (25% of PAGA Penalties)
<u>Estimated Net Settlement Amount</u> (The amount remaining from the Gross Settlement Amount after deducting the above amounts):	\$451,558.74

22. In accordance with the terms of the Settlement, the Court orders that the Parties

comply with the following payment and Settlement implementation schedule:

<u>Effective Date:</u>	The date of this Order (assuming no objectors appear at the Final Approval Hearing).
<u>Funding of the Gross Settlement Amount and Taxes (Paid by Defendant to the Administrator):</u>	Within 21 days after the Effective Date
<u>Payments Distributed</u> (By the Administrator, to Class Members, Class Counsel, the LWDA, and the Administrator):	Within 14 days after Defendant fully funds the Gross Settlement Amount and any taxes due
<u>Settlement Checks Void Date:</u>	180 days after mailing
<u>Distribution Compliance Hearing:</u>	_____ at _____ in the above-listed Court and Department

23. 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.

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

25. _____

_____.

IT IS SO ORDERED.

DATE:

Hon. William F Highberger
Los Angeles County Superior Court