

D.LAW, INC.

Enoch Kim (SBN 261146)
 Marta Manus (SBN 260132)
 250 N Madison Avenue, 2nd Floor
 Pasadena, CA 91101-1639
 Telephone: (818) 962-6465/ Fax: (818) 962-6469
 Emails: e.kim@d.law; m.manus@d.law

Attorneys for Plaintiff LANISHA ELDER,
 on behalf of herself and all others similarly situated

FILED
 Superior Court of California
 County of Sacramento
09/08/2026
 V. Aleman, Deputy

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

LANISHA ELDER, on behalf of herself and all
 others similarly situated,

Plaintiff,

v.

REX AND MARGARET FORTUNE SCHOOL
 OF EDUCATION d/b/a "Fortune School,"
 "William Lee College Prep," "Alan Rowe
 College Prep," "Ephraim Williams College Prep
 Middle School," "Hazel Mahone College Prep,"
 "Fortune Middle School," "Rex and Margaret
 Fortune Early College High School," "Tecoy
 Porter College Prep," "Stephon A. Clark College
 Prep Middle School," and/or "Hardy Grown
 College Prep," a California non-profit
 corporation; and DOES 1 to 10, inclusive,

Defendants.

Case No. 23CV013990

Assigned for all purposes to:

Hon. ~~Lauri A. Damrell~~ Peter K Southworth
 Dept.: 22

**~~PROPOSED~~ FINAL ORDER AND
 JUDGMENT GRANTING FINAL
 APPROVAL OF CLASS ACTION AND
 PAGA SETTLEMENT AND REQUEST
 FOR ATTORNEYS' FEES, COSTS,
 AND CLASS REPRESENTATIVE'S
 SERVICE PAYMENT**

Date: August ²⁸~~20~~, 2026
 Time: 9:30 AM
 Dept.: 22

~~PROPOSED~~ FINAL ORDER GRANTING FINAL APPROVAL

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Marta Manus in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”), filed with this Court on October 8, 2025.

On August ²⁸~~26~~, 2026, this Court conducted a Final Settlement Fairness Hearing under Rule 3.769 of the California Rules of Court and this Court’s November 14, 2025, Order Granting Plaintiff’s Motion for Preliminary Approval of Class and Representative Settlement and the Amended Order Granting Plaintiff’s Motion for Preliminary Approval of Class and Representative Settlement entered on April 14, 2026 (collectively the “Preliminary Approval Order”). Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class, as set forth in the Preliminary Approval Order.

2. This Order Granting Final Approval of Class Action and PAGA Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties’ Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all Parties to the Class Action, including all members of the Settlement Class.

4. Class Members means “all persons employed by Defendant in California as non-exempt employees during the Class Period (defined as December 22, 2019, through May 31, 2025.”

5. Aggrieved Employees means a person employed by Defendant in California and

1 classified as a non-exempt employed, who worked for Defendant as a non-exempt employee
2 during the PAGA Period (December 22, 2022, to May 31, 2025).

3 6. The Class Notice given to the Class Members fully and accurately informed the
4 Class Members of all material elements of the proposed Settlement and of their opportunity to
5 object to or comment thereon and was the best notice practicable under the circumstances; was
6 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
7 State of California, the United States Constitution, due process, and other applicable law. The
8 Class Notice fairly and adequately described the Settlement and provided Class Members
9 adequate instructions and a variety of means to obtain additional information; provided Class
10 Members with a full opportunity and the means to seek exclusion; and described to Class
11 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
12 full opportunity has been afforded to the Class Members to participate in the Final Approval
13 Hearing, and all Class Members and other persons wishing to be heard have been heard.
14 Accordingly, the Court determines that all Class Members are bound by this Order and
15 Judgment. There are zero objections and one opt out to the class portion of the Settlement.

16 7. The Court has considered all relevant factors for determining the fairness of the
17 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
18 particular, the Court finds that the Settlement was reached following meaningful discovery and
19 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
20 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
21 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
22 considered all evidence presented, including evidence regarding the strength of the Plaintiff's
23 case; the risk, expense, and complexity of the claims presented; the likely duration of further
24 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
25 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
26 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
27 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire
28 Settlement Class and hereby directs implementation of all remaining terms, conditions, and

provisions of the Settlement Agreement.

8. The Court hereby approves the Gross Settlement Amount of \$1,419,504.80.

9. The Court hereby approves the Net Settlement Amount of ~~\$841,313.53~~ 846,313.53

10. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$473,168.27 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing.

11. The Court hereby approves reimbursement of litigation costs of \$23,000.00 to Class Counsel.

12. The Court hereby approves the payment of costs to the Administrator, Rust Consulting, Inc., in the amount of \$17,023.00.

13. The Court hereby approves Class Representative Service Payment in the amount of 10,000.00 of ~~\$15,000.00~~ to Plaintiff Lanisha Elder in consideration and exchange for Plaintiff's contributions to the Class, and for her general release from all claims arising from her employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown. The Court finds these amounts are request fair and reasonable.

14. The Court hereby approves the allocation of \$50,000.00 to the settlement of the PAGA claims, of which \$37,500.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and \$12,500.00 shall be payable to the Aggrieved Employees.

15. No other costs or fees relief shall be awarded, either against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

16. The following individual who submitted a valid and timely request for exclusion is excluded from the Settlement: Lacrosha Campbell.

17. The Administrator shall mail all Participating Class Members their settlement checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

18. Participating Class Members shall have up to 180 days from the date of mailing to negotiate their settlement distribution check.

1 19. If (i) any of the Participating Class Members are current employees of the
2 Defendant, (ii) the settlement distribution checks mailed to those Participating Class Members is
3 returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to
4 locate a valid mailing address, the Administrator shall arrange with the Defendant to have those
5 settlement distribution checks delivered to the Participating Class Members at their place of
6 employment.

7 20. Upon entry of Judgment by the Court in accordance with the Settlement
8 Agreement:

9 a. All Participating Class Members, for the duration of the Class Period (December
10 22, 2019, through May 31, 2025), on behalf of themselves and their respective former and
11 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
12 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged,
13 based on the facts stated in the Operative Complaint and all claims involving any alleged: (1)
14 Failure to Pay All Wages; (2) Failure to Pay All Wages Due to Illegal Rounding; (3) Failure to
15 Pay All overtime Wages at the Legal Overtime Pay Rate; (4) Failure to Provide All Meal
16 Periods; (5) Failure to Authorized and Permit All Rest Periods; (6) Failure to Fully Reimburse
17 Work Expenses; (7) Independent Failure to Furnish Accurate Itemized Wage Statements; (8)
18 Derivative Failure to Timely Furnish Accurate Itemized Wage Statements; (9) Violations of
19 Labor Code §§ 201-202; and (10) Unfair Business Practices. Except as set forth in Section 5.3 of
20 the Settlement Agreement, Participating Class Members do not release any other claims,
21 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
22 Housing Act, unemployment insurance, disability, social security, workers' compensation or
23 claims based on facts occurring outside the Class Period.

24 b. All Aggrieved Employees are deemed to release, on behalf of themselves and
25 their respective former and present representatives, agents, attorneys, heirs, administrators,
26 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
27 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
28 Complaint and the PAGA Notice including any and all claims involving any alleged: (1) Failure

1 to Pay All Wages; (2) Failure to Pay All Wages Due to Illegal Rounding; (3) Failure to Pay All
2 overtime Wages at the Legal Overtime Pay Rate; (4) Failure to Provide All Meal Periods; (5)
3 Failure to Authorized and Permit All Rest Periods; (6) Failure to Fully Reimburse Work
4 Expenses; (7) Independent Failure to Furnish Accurate Itemized Wage Statements; (8)
5 Derivative Failure to Timely Furnish Accurate Itemized Wage Statements; (9) Violations of
6 Labor Code §§ 201-202; (10) Violations of Labor Code § 204; (11) Failure to Pay Sick Pay Rate
7 at the Legal Pay Rate; (12) Failure to Maintain Compliant Records.

8 21. The Court further confirms and finds that nothing contained in the Settlement
9 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
10 other Order entered in this action shall in any way or manner constitute an admission that any of
11 the allegations against Defendant had merit or a determination of liability by or against
12 Defendant and each of its former, present, and future owners, parents and subsidiaries, and all of
13 their current, former and future officers, directors, members, managers, consultants, partners,
14 shareholders, joint venturers, agents, predecessors, successors, and assigns, to any of the claims
15 and causes of action asserted by the Class Members or Aggrieved Employees, or any member or
16 employee thereof, and shall not be offered in evidence in any action or proceeding against
17 Defendant, or any other Released Parties in any court, administrative agency, or other tribunal
18 for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the
19 Settlement Agreement or this Order. This paragraph shall not, however, diminish or otherwise
20 affect the obligation, responsibilities, or duties of Defendants under the Settlement Agreement
21 and this Final Order and Judgment.

22 22. Neither Defendant nor any related persons or entities shall have any further
23 liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability,
24 except as provided in the Settlement Agreement.

25 23. By operation of the entry of this Order, as of the Effective Date, the parties are
26 ordered to perform their respective duties and obligations under the Settlement Agreement.

27 24. The date for the Settlement Compliance (Nonappearance) Hearing is May 28,
28 2027. The deadline for the filing of the Administrator declaration concerning the amount of

money distributed is due at least 15 days prior to the Settlement Compliance Hearing.

JUDGMENT

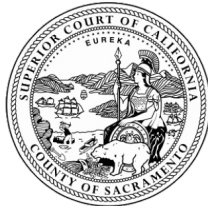
In accordance with, and for the reasons stated in the Final Approval Order, judgment shall be entered whereby Plaintiff Lanisha Elder, and all Participating Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement.

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff Lanisha Elder, Class Members, and Defendant, for the purposes of:

- (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) supervising distribution of amounts paid under this Settlement.

IT IS SO ORDERED.

Dated: 09/08/2026




Peter K. Southworth, Judge

Honorable Lauri A. Damrell
Judge of the Superior Court