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10 Attorneys for Plaintiff and all others similarly situated
11 JOSHUA DUARTE

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 JOSHUA DUARTE, an individual, on behalf
15 of himself and other similarly situated,

16 Plaintiff,

17 vs.

18 ACADEMY FOR ADVANCEMENT OF
19 CHILDREN WITH AUTISM, a California
20 Corporation; and DOES 1 TO 50,

21 Defendant.

CASE NO.: 25STCV06838

[Assigned to the Honorable William F.
Highberger, Dept. 10]

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

*[Notice, Memorandum of Points and
Authorities and Declarations of Matthew A.
Haulk and Joshua Duarte filed concurrently
herewith]*

Date: ~~March 24, 2026~~

Time: 10:00 a.m.

Dept.: 10

Complaint Filed: March 10, 2025

Trial: None

FILED
Superior Court of California
County of Los Angeles
04/21/2026

David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Joshua Duarte (“Plaintiff”) and Academy for Advancement of Children with
3 Autism, Inc. (the Defendant) have reached terms of settlement for a putative class action and
4 representative action.

5 Plaintiff has filed a motion for preliminary approval of a class action settlement of the
6 claims asserted against Defendant in this action, memorialized in the CLASS ACTION AND
7 PAGA SETTLEMENT AGREEMENT (see DECLARATIONS OF MATT A. HAULK IN
8 SUPPORT OF PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS
9 ACTION SETTLEMENT [“Haulk Decl.”], at Exh. 1). The CLASS ACTION AND PAGA
10 SETTLEMENT AGREEMENT is referred to herein as the “Agreement.”

11 After reviewing the Agreement, the Notice process, and other related documents, and
12 having heard the argument of Counsel for respective parties **IT IS HEREBY ORDERED AS**
13 **FOLLOWS:**

14 1. The Court preliminarily finds that the terms of the proposed class action Settlement
15 are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting
16 preliminary approval of the class action settlement, the Court has considered the factors identified
17 in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple*
18 *Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706
19 (2006).

20 2. The Court finds that the Settlement has been reached as a result of intensive, serious
21 and non-collusive arms-length negotiations with the assistance of mediator Gig Kyriacou. The
22 Court further finds that the parties have conducted thorough investigation and research, and the
23 attorneys for the parties are able to reasonably evaluate their respective positions. The Court also
24 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay
25 and risks that would be presented by the further prosecution of the action. The Court finds that the
26 risks of further prosecution are substantial.

27 3. The parties’ Settlement is granted preliminary approval as it meets the criteria for
28 preliminary settlement approval. The Court finds that it is appropriate to notify the members of the

1 proposed settlement Class of the terms of the proposed settlement.

2 4. The parties' proposed notice plan is constitutionally sound because individual
3 notices will be mailed to all Class Members whose identities are known to the parties, and such
4 notice is the best notice practicable. The parties' proposed Class Notice (DECLARATION OF
5 MATTHEW A. HAULK IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY
6 APPROVAL OF CLASS ACTION SETTLEMENT, Exhibit 2) is sufficient to inform Class
7 Members of the terms of the Settlement, their rights under the settlement, their rights to object to
8 the Settlement, their right to receive a payment under the settlement or elect not to participate in
9 the settlement, and the processes for doing so, and the date and location of the final approval hearing
10 and is therefore approved.

11 5. The following persons are certified as Class Members solely for the purpose of
12 entering a settlement in this matter:

13 All individuals who are or were employed as a non-exempt employee
14 in the State of California who worked for Academy for Advancement
of Children with Autism, Inc. during the Class Period.

15 6. Plaintiff is appointed the Class Representative. The Court finds Plaintiff's counsel
16 are adequate, as they are experienced in wage and hour class action litigation and have no conflicts
17 of interest with absent Class Members, and that they adequately represented the interests of absent
18 class members in Litigation. Matthew A. Haulk and Jose M. Herrera of Haulk & Herrera LLP are
19 appointed Class Counsel.

20 7. The Court appoints ILYM Group, Inc. to act as the Settlement Administrator,
21 pursuant to the terms set forth in the Agreement.

22 8. Class Members will be bound by the Agreement unless they submit a timely and
23 valid written request to be excluded from the Settlement within 45 days after mailing of the Class
24 Notice or, and in the case of a re-mailed Notice, forty-five (45) days from the original mailing or
25 fourteen (14) days from the date of re-mailing, whichever is greater, or in accordance with the terms
26 of the Agreement.

27 9. Any Request for Exclusion shall be submitted to the Settlement Administrator rather
28 than filed with the Court. Class members are not required to send copies of the Request for

1 Exclusion to counsel. The Settlement Administrator shall file a declaration concurrently with the
2 filing of any motion for final approval, authenticating a copy of every Request for Exclusion
3 received by the administrator.

4 10. Prior to the Final Approval Hearing, Plaintiff shall file a timely motion for final
5 approval of the Settlement as provided in the Agreement.

6 11. Defendants are directed to provide the Administrator the Class Data not later than
7 30 days after the Court grants Preliminary Approval of the Settlement.

8 12. The Administrator is directed to mail the approved Class Notice by first-class mail
9 to the Class Members within 14 days after receiving the Class Data.

10 13. A final approval hearing will be held on 8/25/26, at
11 10 a.m., in Department 10, to determine whether the settlement should be granted final
12 approval as fair, reasonable, and adequate as to the Participating Class Members. At that time, the
13 Court will hear all evidence and arguments necessary to evaluate the Settlement. Participating Class
14 Members and their counsel may support or oppose the Settlement, if they so desire, in accordance
15 with the procedures set forth in the Class Notice and this Order. Non-Participating Class Members
16 shall not have a right to object to the class action components of the Settlement.

17 14. As set forth in the Notice, any Participating Class Member may appear at the final
18 approval hearing in person or by his or her own attorney and show cause why the Court should not
19 approve the settlement, or object to the motion for awards of the Class Representative Service
20 Payment and Attorney's Fees and Costs. For any written comments or objections to be considered
21 at the hearing, the Participating Class Member must submit a written objection within 30 days from
22 the date the Administrator mails the Class Notice (plus an additional 14 days for Class Members
23 whose Class Notice is re-mailed).

24 15. Any written objection shall be submitted to the Administrator rather than filed with
25 the Court. Class Members are not required to send copies of the Objection Form to counsel. The
26 Administrator shall provide a declaration consistent with its obligations in the Agreement.

27 16. The Court reserves the right to continue the date of the final approval hearing
28 without further notice to Class Members.


PROOF OF SERVICE

Joshua Duarte v. Academy for Advancement of Children with Autism, Inc.
Los Angeles County Superior Court Case No.: 25STCV06838

1	1.	At the time of service, I was at least 18 years of age and not a party to this legal action.
2	2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111
3	3.	I served copies of the following document(s): ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
4	4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Linh T. Hua, Esq. Jenay N. Younger, Esq. Arevik Sargsyan, Esq. GORDON REES SCULLY MANSUKHANI, LLP 633 West Fifth Street, 52nd Floor Los Angeles, CA 90071 Telephone: (213) 576-5000 Facsimile: (213) 680-4470 Email: lhua@grsm.com jyounger@grsm.com asargsyan@grsm.com <i>Attorney for Defendants</i> <i>ACADEMY FOR ADVANCEMENT OF CHILDREN WITH AUTISM, INC.</i>
5	5.	a. By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney’s office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party’s residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
6		b. By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
7		(1) Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
8		(2) Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business’s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

1	c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
2	d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
3	e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
4	f. X	By Electronic Transmission. I caused the documents to be electronically served via Case Anywhere on the date shown below to the recipients designated on the Service List with Case Anywhere.
5	6.	I served the documents by the means described above on February 25, 2026

9 I declare under penalty of perjury that this document is signed in Los Angeles, California
10 under the laws of the State of California and that the foregoing is true and correct.

11	February 25, 2026	Toni Gesin	
12	Date	(Type or Print Name)	(Signature of Declarant)