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20 AUTISM SPECTRUM THERAPIES, LLC

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **FOR THE COUNTY OF SAN BERNARDINO**

23 JASMIN GONZALEZ, an individual, on
24 behalf of herself, others similarly situated,
25 and as a private attorney general on behalf of
26 the State of California,

27 PLAINTIFF,

28 vs.

29 AUTISM SPECTRUM THERAPIES, LLC,
30 a California Limited Liability Company,
31 LEARN-IT SYSTEMS, LLC, a Maryland
32 Limited Liability Company, and DOES 1
33 thru 50, inclusive,

34 DEFENDANTS.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 17 2025

BY 
VALERIE URUENA, DEPUTY

Case No.: CIVSB2206648

[Assigned to the Hon. Christian Towns, Dept. S-26]

[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

Date: March 18, 2025
Time: 8:30 a.m.
Dept.: S26

Date Filed: March 24, 2022
FAC Filed: July 1, 2022
Trial Date: None Set

FILED

1 The Motion for Final Approval of Class Settlement and For Attorneys' Fees and Costs
2 (the "Final Approval Motion") were heard on March 18, 2025, in Department S26, of the above
3 titled court. The Final Approval Motion, including the requested attorneys' fees, costs, and
4 service awards, were unopposed by Defendants Autism Spectrum Therapies, LLC and Learn-IT
5 Systems, LLC. Having considered the Final Approval Motion, the Settlement Agreement, the
6 declarations, the *Kullar* analysis in the Motion for Preliminary Approval, and all other materials
7 properly before the Court and having conducted an inquiry pursuant to California Rules of Court,
8 rule 3.769(g), the Court finds that the Joint Stipulation of Settlement and Release of Class Action
9 and PAGA Claims (the "Settlement Agreement") was entered by all Parties in good faith, and the
10 Settlement Agreement is approved. Due and adequate notice having been given to the Class, and
11 the Court having considered the Settlement Agreement, all papers filed and proceedings had
12 herein, and having reviewed the record in this Litigation, and good cause appearing, IT IS
13 HEREBY ORDERED, ADJUSTED, AND DECREED AS FOLLOWS:

14 1. All terms used in this Order of Final Approval and Judgment (the "Order") shall
15 have the same meanings given as those terms are used and or defined in the Parties' Settlement
16 Agreement.

17 2. The Court has jurisdiction over the subject matter.

18 3. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
19 Administrator, completed the distribution of the Notices of Class Action Settlement ("Notice") to
20 the Class Members in a manner that comports with the terms of the Settlement Agreement, the
21 requirements of California Code of Civil Procedure section 382, California Civil Code section
22 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
23 and other applicable law, and constitutes the best notice practicable under the circumstances. The
24 Notice informed the potential Class Members of the Settlement Agreement terms, their rights to
25 do nothing and receive their settlement share, their rights to submit a Request for Exclusion, their
26 rights to comment on or object to the settlement, and their rights to appear at the Final Approval
27 Hearing and be heard regarding approval of the settlement. Adequate periods of time to respond
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1 and to act were provided by each of these procedures. Based on evidence and other material
2 submitted, the actual notice to the Class was adequate.

3 4. The Court finds that the instant action presented a good faith dispute of the claims
4 alleged, and the Court finds in favor of settlement approval.

5 5. No Class Members submitted a request for exclusion.

6 6. No Class Members submitted an objection.

7 7. The Court approves the settlement of the above-captioned action, as set forth in
8 the Settlement Agreement and each of the releases and other terms, as being entered into in good
9 faith, fair, just, reasonable, and adequate as to the settling parties. The settling parties are directed
10 to perform in accordance with the terms set forth in the Settlement Agreement.

11 8. The settling parties are to bear their own costs, except as otherwise provided in
12 the Settlement Agreement.

13 9. For settlement purposes only, the Court finally certifies the Class as defined in the
14 Parties' Settlement Agreement as follows: all non-exempt hourly-paid employees working in the
15 State of California for Defendants from September 2, 2021 through December 31, 2022 (the
16 "Settlement Class Period") who performed any work for Defendants as a non-exempt employee.
17 The Settlement Class expressly excludes any putative class member who is a former employee
18 who has previously released such claims after his or her employment ended.

19 10. The Court deems this definition sufficient for the purpose of California Rule of
20 Court 3.765(a), and solely for the purpose of effectuating the settlement. The Court also finds
21 and concludes that: (a) the Class Members are ascertainable and so numerous that joinder of all
22 members is impracticable; (b) there are questions of law or fact common to the Settlement Class
23 Members, and there is a well-defined community of interest among the Settlement Class
24 Members with respect to the subject matter of the Action; (c) the claims of the Class
25 Representative are typical of the claims of the Class Members; (d) the Class Representative has
26 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
27 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of
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1 record for the Class Representative, *i.e.*, Class Counsel is qualified to serve as counsel for
2 Plaintiff in her individual and representative capacity and for the Settlement Class.

3 11. The Court appoints and confirms Plaintiff Jasmin Gonzalez, now known by her
4 married name as Jasmin Anabel Rivas (the "Named Plaintiff"), as the Class representative and
5 PAGA representative.

6 12. The Court finds David S. Winston of Winston Law Group, P.C. to be adequate
7 Class Counsel and appoints David S. Winston and Winston Law Group, P.C. as Class Counsel.

8 13. Upon the funding of the GSF, the Class Representative and each of the Settlement
9 Class Members shall be deemed to have, and by operation of this Order and Judgment shall have
10 fully, finally, and forever released, relinquished, and discharged the class Released Claims as
11 defined in the Settlement Agreement from September 2, 2021 through December 31, 2022.

12 14. Upon the funding of the GSF, the State of California and the Aggrieved
13 Employees shall be deemed to have, and by operation of this Order and Judgment shall have
14 fully, finally, and forever released, relinquished, and discharged the PAGA released claims as
15 defined in the Settlement Agreement from September 2, 2021 through September 1, 2023. The
16 Aggrieved Employees are defined as all non-exempt hourly-paid employees who performed
17 work in the State of California for Defendants at any point between September 2, 2021 through
18 September 1, 2023 (the "PAGA Period").

19 15. Neither the Settlement Agreement nor the settlement contained therein, nor any
20 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
21 of the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence
22 of, the validity of any of the Class Members' Released Claims, or of any wrongdoing or liability
23 of Defendants or any of the other Released Parties or LWDA and Aggrieved Employees'
24 released claims; or (ii) is or may be deemed to be or may be used as an admission of, or evidence
25 of, any fault or omission of Defendants or any of the other Released Parties in any civil, criminal,
26 or administrative proceeding in any court, administrative agency, or other tribunal.

27 16. The Gross Settlement Amount to be funded under the Settlement Agreement is
28 \$325,000.00. From this amount, Class and PAGA Counsel sought an award of attorneys' fees of

1 \$108,333.33 (1/3 of the monetary Gross Settlement Amount), cost reimbursement of \$27,867.85,
2 an Enhancement Award for Class Representative Jasmin Gonzalez of \$5,000.00, Settlement
3 Administration Costs on behalf of ILYM Group, Inc. of \$23,950.00, and requested a award of
4 PAGA penalties of \$20,000. Defendants did not oppose these requests. Of the Gross Settlement
5 Fund, The Court finds that the Amount to be Funded is fair, reasonable, adequate, and awards the
6 payments set forth below from the Amount to be Funded:

- 7 a. \$108,333.33 to Class Counsel for attorneys' fees;
- 8 b. \$27,867.85 to Class Counsel for litigation costs expense reimbursements;
- 9 c. \$5,000.00 to Class Representative Jasmin Gonzalez as an Enhancement Award;
- 10 d. \$23,950.00 to the Settlement Administrator ILYM Group;
- 11 e. PAGA Penalties of \$20,000.00 (with 75% (\$15,000.00) awarded to the California
12 LWDA and 25% (\$5,000.00) awarded to the Aggrieved Employees);

13 f. After deducing the foregoing payments from the Amount to be Funded, the
14 remainder of \$139,848.82 shall form the Net Settlement Amount payable to the participating
15 Class Members and shall be distributed as set forth in and in accordance with the Settlement
16 Agreement and as calculated by the Settlement Administrator.

17 g. The \$20,000.00 in PAGA Penalties shall be distributed in accordance with Labor
18 Code § 2699(i) with 75% distributed to the California Labor and Workforce Development
19 Agency and 25% to the aggrieved employees.

20 h. In awarding the attorneys' fees to Class Counsel, the Court considered both the
21 common fund method and the lodestar information presented by Class Counsel as part of a
22 lodestar crosscheck and finds that the fees sought were reasonable under either method.

23 17. The Court finds that distribution of any residual funds to the proposed *cy pres*
24 beneficiary the CASA of San Bernardino County complies with the requirements of Code of Civil
25 Procedure section 384. The Court hereby appoints the CASA of San Bernardino County as the *cy*
26 *pres* beneficiary for any residual funds, pursuant to the terms of the Settlement. Upon the
27 expiration of the check cashing deadline, the Settlement Administrator shall promptly send all
28 unclaimed funds to the CASA of San Bernardino County and provide a report to Class Counsel

1 after the transmission of the funds that shall be filed with this Court evidencing that such
2 payment has been made.

3 18. The Court shall hold a compliance hearing on 2/17/2026
4 _____ at 8:30 a.m. or _____ in S26 to confirm the distribution of funds under
5 Code of Civ. Proc. section 384. Class Counsel or the Settlement Administrator shall submit a
6 compliance report no later than 10 days before the date of the hearing, which shall include the
7 total amount that was actually paid to the class members.

8 19. Upon entry of this Order, compensation to the Settlement Class shall be effected
9 pursuant to the terms of the Settlement Agreement.

10 20. Upon receipt of the \$25,000 individual payment, the Named Plaintiff shall be
11 deemed to have, and by operation of this Order and Judgment shall have fully, finally, and
12 forever released, relinquished, and discharged generally the Released Parties from any and all
13 claims that predate the Settlement Class Period as set forth in the Settlement Agreement.
14 Plaintiff's Counsel is not receiving any attorneys' fees or cost reimbursement associated for
15 Plaintiff's individual settlement that covers the period that predates the class period.

16 21. The Court hereby permanently enjoins and restrains Plaintiff, Settlement Class
17 Members, and the LWDA from and against initiating or pursuing any claims settled herein and
18 released by the Settlement Agreement.

19 22. This Judgment is intended to be a final disposition of the class action and
20 representative claims in the above captioned action and is intended to be immediately applicable
21 and appealable.

22 23. This document shall constitute a Judgment for purposes of California Rule of
23 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
24 Class Representative, the Class Members, and Defendants for purposes of supervising the
25 implementation, enforcement, construction, administration, and interpretation of the Settlement
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Agreement and this Judgment.

DATED: 3/17/2025

C. Towns
Hon. Christian Towns
Judge of the Superior Court

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