

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

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

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action and representative action lawsuit (“Action”) against Academy for Advancement of Children with Autism, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee Joshua Duarte (“Plaintiff”) and seeks payment of (1) back wages and other relief for all individuals who are or were employed as a non-exempt employee in the State of California who worked for Academy for Advancement of Children with Autism, Inc. at any time during the period of March 10, 2021 through December 20, 2025 (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt employees employed by Academy for Advancement of Children with Autism, Inc. in the State of California at any time during the period of March 10, 2024 through December 20, 2025, (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring the payment of Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of Individual PAGA Payments to Aggrieved Employees and the payment of penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Estimated Individual Class Award» and your Individual PAGA Payment is estimated to be \$«Estimated Individual PAGA Award».** The actual amount you may receive likely will be different and will depend on a number of factors, including tax withholdings and deductions. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Class Workweeks» workweeks** during the Class Period and **you worked «PAGA Pay Periods» PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

Defendant has denied and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting guilt, wrongdoing, or liability on any of the factual allegations or claims in the case, nor is it admitting that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Participating Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. However, as a Participating Class Member, you will give up your right to assert Class Period wage claims against Defendant. As an Aggrieved Employee you will give up your right to assert PAGA Period penalty claims against Defendant.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is June 20, 2026</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by June 5, 2026</p>	<p>All Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the August 25, 2026 Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on August 25, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by June 20, 2026</p>	<p>The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by June 20, 2026. See Section 4 of this Notice</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating the California Labor Code by failing to: pay all wages; furnish accurate itemized wage statements; provide meal periods and reimburse necessary business expenses. Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA") based on the same alleged violations. Plaintiff is

represented by attorneys in the Action: Matthew A. Haulk and Jose M. Herrera, of Haulk & Herrera, LLP (“Class Counsel.”).

Defendant denies all of the allegations in the Action or that it violated any law, and contends that it, at all times, fully complied with all applicable federal, state, and local laws. Defendant has entered into the settlement described in this notice for the purpose of avoiding further expense associated with defending the lawsuit and interruptions to its business. Defendant also denies this case is appropriate for class and/or representative treatment.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit that it violated any law, nor does it concede that any of Plaintiff’s claims have merit.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$526,680 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 65 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$184,338 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$13,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$6,000 to the Administrator for services administering the Settlement.
 - C. Up to \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.
 - D. Up to \$30,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA biweekly Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the

“Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Workweeks during the Class Period.

4. Taxes Owed on Payments to Class Members. 20% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non- Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, the Administrator shall transmit the funds represented by such a check to the California Controller’s Unclaimed Property Fund in the name of the Class Member
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than June 20, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by June 20, 2026. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s full name, signature, present address, telephone number or e-mail address, last four digits of Social Security number for verification purposes, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Release of Plaintiff and Participating Class Members. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and/or ascertained in the course of the Action, including claims for (1) Failure to timely pay all wages and overtime; (2) Failure to provide legally compliant meal periods; (3) Failure to provide accurate itemized wage statements; (4) Failure to reimburse employees for necessary expenditures or losses; and for (5) Unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq. This further includes any and all other claims under California common law, the

California Labor Code, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the facts, allegations and/or claims pleaded in the action. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Release by Aggrieved Employees: Effective on the date when Defendant fully funds the entire Gross Settlement, Plaintiff, all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action, including claims for: failure to timely pay all wages and overtime, failure to provide legally-compliant meal breaks and failure to pay premium pay for missed, late, interrupted or short meal breaks; failure to maintain and furnish accurate itemized wage statements and failure to reimburse employees for necessary expenditures or losses.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until June 20, 2026 to challenge the number of Workweeks and PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax and including your identifying information (full name, signature, address, e-mail address or telephone number, and last four digits of Social Security number for verification purposes). Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, an Individual Class Payment check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).
2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement (i.e., every Non-Participating Class Member).

A single check will combine the Individual Class Payment and the Individual PAGA Payment (if applicable).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Timely submit a written and signed letter (i.e., Request for Exclusion) with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Joshua Duarte v. Academy for Advancement of Children with Autism, Inc.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of Social Security number for verification purposes). You may timely submit the request yourself, or you may have your authorized representative submit it on your behalf. If your request is submitted by a representative, it must include documentation showing that the representative is authorized to act for you. **You must timely send your request to be excluded to the Administrator by June 20, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the August 25, 2026 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees and Litigation Expenses stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://ilymgroup.com/AcademyforAdvancement> or the Court's website <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>.

A Participating Class Member who disagrees with any aspect of the Class Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel are too high or too low. **The deadline for sending written objections to the Administrator is June 5, 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Joshua Duarte v. Academy for Advancement of Children with Autism, Inc.*, and include your full name, signature, current address, e-mail address or telephone number, and last four digits of your Social Security number for verification purposes. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://ilymgroup.com/AcademyforAdvancement> beforehand or contact Class Counsel to verify the

date and time of the Final Approval Hearing. You can also check the Court's website for the most current information by navigating to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and entering the Case Number for the Action, Case No. 25STCV06838.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at <https://ilymgroup.com/AcademyforAdvancement>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, consult the Superior Court website by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and entering the Case Number for the Action, Case No. 25STCV06838. You can also make an appointment to personally review court documents in the clerk's office at the Stanley Mosk Courthouse by calling (213) 830-0800

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Matthew A. Haulk
mhaulk@hhemploymentlaw.com
Jose M. Herrera
jherrera@hhemploymentlaw.com
HAULK & HERRERA, LLP
100 Pine Street, Ste 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Counsel for Defendant:

Linh T. Hua, Esq.
lhua@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Telephone: (213) 576-5000
Facsimile: (213) 680-4470

Settlement Administrator:

Name: ILYM Group, Inc.
Email: claims@ilymgroup.com
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should promptly notify the Administrator.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

Duarte v. Academy for Advancement of Children with Autism, Inc.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMID
QR
Code»

ILYM ID: «ILYMID» «Piece_Number»
«First_Name» «Last_Name»
«Address_1»
«City», «State» «Zip_Code»