

KANE MOON, SBN 249834
H. SCOTT LEVIANT, SBN 200834
ANI MARTIROSIAN, SBN 321046
MOON & YANG, APC
1055 W. Seventh Street, Suite 1880
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff
Gevork Kegeyan

GRACE Y. HOROUPIAN, SBN 180337
SEAN T. KINGSTON, SBN 276099
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

Attorneys for Defendant
Total Education Solutions, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

GEVORAK KEGEYAN, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

TOTAL EDUCATION SOLUTIONS, INC.,
a California corporation; and DOES
through 10, inclusive,

Defendants.

CASE NO.: 20STCV05460
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Maren Nelson, Dept. 17*

JOINT STIPULATION FOR CLASS ACTION
AND PAGA SETTLEMENT

Complaint Filed: February 11, 2020
Trial Date: None Set

1 **JOINT STIPULATION AND SETTLEMENT AGREEMENT**

2 Subject to final approval by the Court, this Settlement Agreement is between GEVORK
3 KEGEYAN (“Named Plaintiff”) on his own behalf and on behalf of all members of the
4 Settlement Class, as defined below, on the one hand, and defendant TOTAL EDUCATION
5 SOLUTIONS, INC. (“Defendant”), on the other hand (collectively the “Parties”), in the lawsuit
6 entitled *Gevork Kegeyan v. Total Education Solutions,, Inc.*, Los Angeles County Superior Court,
7 Case No. 20STCV05460 (“the Litigation”). This Stipulation of Settlement resolves all claims
8 that were asserted or could have been asserted against Defendant pertaining to the individual,
9 putative class, and representative claims set forth by Named Plaintiff in the Litigation.

10 **I. DEFINITIONS**

11 **A. Administrative Costs.** The term “Administrative Costs” means all
12 administrative costs of settlement, including cost of notice to the Settlement Class, claims
13 administration, and any fees and costs incurred or charged by the Settlement Administrator in
14 connection with the execution of its duties under this Stipulation of Settlement.

15 **B. Agreement.** The terms “Agreement” or “Settlement Agreement” are used
16 synonymously herein to mean this Stipulation of Settlement for purposes of Settlement.

17 **C. Class Counsel.** The term “Class Counsel” as used herein means Kane Moon,
18 Esq., H. Scott Leviant, Esq., and Ani Martirosian, Esq. of Moon & Yang, APC, and all of the
19 lawyers of that firm. The term “Class Counsel” shall be used synonymously with the term
20 “Plaintiff’s Counsel.”

21 **D. Class Period.** The term “Class Period” as used herein means the period from
22 February 11, 2016 through December 1, 2020.

23 **F. Court.** The term “Court” as used herein means the Superior Court of the State of
24 California for the County of Los Angeles.

25 **G. Counsel for Defendant.** The term “Counsel for Defendant” as used herein means
26 Grace Y. Horoupian, Esq. and Sean T. Kingston, Esq. of Fisher & Phillips LLP, and all of the
27 lawyers of that firm.
28

1 **H. Final.** The term “Final” means: (1) the date of final affirmation of the Final
2 Approval from any appeal, the expiration of the time for, or the denial of, a petition to review the
3 Final Approval, or if review is granted, the date of final affirmation of the Final Approval
4 following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the
5 Final Approval or the final dismissal of any proceeding to review the Final Approval, provided
6 that the Final Approval is affirmed and/or not reversed in any part; or (3) if no putative class
7 members intervene but objections are filed, the expiration date of the time for the filing or
8 noticing of any appeal from the Court’s Final Approval of the Settlement, as determined under
9 Rule 8.104(a)(3) of the California Rules of Court or (4) if no putative class members intervene
10 and there are no objections, the date the Court enters the Final Approval Order and Final
11 Judgment.

12 **I. Final Approval Order.** The term “Final Approval Order” means the Final
13 Approval Order entered by the Court following the Final Fairness and Approval Hearing.

14 **J. Final Judgment.** The term “Final Judgment” means the Final Judgment entered
15 by the Court following the Final Fairness and Approval Hearing.

16 **K. Date of Final Approval.** The terms “Date of Final Approval” or “Final
17 Approval” as used herein mean the final formal judgment entered by the Court at the Final
18 Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

19 **L. Defendant.** The term “Defendant” as used herein means the named defendant in
20 the Litigation, defendant Total Education Solutions, Inc.

21 **M. Employer Taxes.** The term “Employer Taxes” as used herein means the
22 employer-funded share of taxes and contributions imposed on the wage portions of the Settlement
23 Amount under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act,
24 and/or any similar state taxes and contributions required of employers, such as for unemployment
25 insurance. The Employer Taxes will be paid separately by Defendant in addition to and at the
26 same time as the Settlement Amount.

27 **N. Litigation.** The term “Litigation” as used herein means the operative civil
28 complaint that was filed in California state court and any amendments thereto, which is currently

captioned *Gevork Kegeyan v. Total Education Solutions, Inc.*, Los Angeles County Superior Court, Case No. 20STCV05460.

O. Named Plaintiff. The term “Named Plaintiff” as used herein means the named plaintiff in this action, Gevork Kegeyan.

P. Net Settlement Amount. The term “Net Settlement Amount” as used herein means the Settlement Amount minus any award of attorneys’ fees and Litigation costs, Administrative Costs, enhancement to the Named Plaintiff, and the State of California’s portion of the penalties allocated pursuant to California’s Private Attorney General Act (“PAGA”) (“PAGA Settlement”), as provided in Sections XIV, VIII, XV, XVI, and XVII respectively.

Q. Net Settlement Payments. The term “Net Settlement Payment(s)” shall mean payments made to the Settlement Class as part of the Settlement, including wages, penalties and interest. The Class Members’ share of taxes for the wage portions of the Settlement Payment shall be taken from each Net Settlement Payment.

R. Notice of Proposed Class Action Settlement. “Notice of Proposed Class Action Settlement” or “Notice” shall mean the notice to be provided to all Settlement Class Members regarding the terms of this Settlement, substantially in the form attached hereto as **Exhibit A**. The Notice shall constitute class notice pursuant to California Rule of Court 3.769(f) and, once approved by the Court, shall be deemed compliant with California Rule of Court 3.766. Because the Settlement Class Members are required to provide services to students who speak English, the entire Settlement Class is known to have sufficient facility with English that a multi-language Notice is not required, and the Notice will issue exclusively in English.

S. Preliminary Approval Order. The term “Preliminary Approval Order” shall mean the order entered by the Court following the Preliminary Approval Hearing.

T. Settlement. The term “Settlement” as used herein means this Agreement to resolve the Litigation.

U. Settlement Administrator. The term “Settlement Administrator” as used herein means Phoenix Settlement Administrators, which will be responsible for the administration of the Settlement Payment, as defined below, and all related matters.

1 **V. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are
2 used synonymously herein to mean this Stipulation of Settlement.

3 **W. Settlement Amount.** The terms “Settlement Amount” as used herein means a
4 fund in the sum of three hundred fifty thousand dollars and zero cents (\$350,000.00), which shall
5 be paid by Defendant, and from which all: Net Settlement Payments, Court approved attorneys’
6 fees and Litigation costs, Administrative Costs, enhancement to Named Plaintiff, and State of
7 California’s portion of the PAGA Settlement shall be paid, except as provided herein. The
8 Settlement Amount shall be non-reversionary.

9 **X. Settlement Class.** For settlement purposes only, the Parties agree to the
10 certification of a class pursuant to California *Code of Civil Procedure* § 382 defined as: All
11 current and former non-exempt individuals employed by Defendants within the State of
12 California, who worked at more than one worksite in a given day during the Class Period.

13 **II. BACKGROUND**

14 **A.** In the Litigation, the Named Plaintiff alleges, *inter alia*, on behalf of himself and
15 all others similarly situated, that Defendant violated California state wage and hour laws and the
16 California *Business and Professions Code* Section 17200 *et seq.*, and PAGA, as a result of
17 Defendant’s California wage and hour policies and practices. For example, Named Plaintiff
18 alleges that Defendant failed to pay all owed wages, including minimum wages, regular wages,
19 overtime wages, and double-time wages; failed to provide overtime and double time pay and to
20 pay overtime and double time at the legally required rate(s); failed to authorize and permit legally
21 compliant rest periods; failed to provide legally compliant meal periods; failed to timely issue
22 accurate itemized wage statements; failed to maintain required employment records; failed to
23 reimburse reasonable and necessary business expenses; and engaged in unfair and unlawful
24 business practices. Named Plaintiff further alleges that the aforementioned resulted in the
25 underpayment of wages to employees upon termination and/or resignation. Finally, Named
26 Plaintiff alleges that Defendant’s wage and hour practices establish liability for penalties
27 recoverable pursuant to California’s PAGA.
28

1 **B.** Class Counsel conducted informal discovery and investigation that yielded
2 information and documentation concerning the claims set forth in the Litigation, such as
3 Defendant's policies and procedures regarding overtime, the payment of wages, the provision of
4 meal and rest periods, bonuses, issuance of wage statements, and the payment (or alleged non-
5 payment) of all wages at separation, as well as information regarding the number of putative class
6 members, workweeks, and the wage rates in effect.

7 **C.** Named Plaintiff and Class Counsel have engaged in good faith, arms-length
8 negotiations with Defendant concerning possible settlement of the claims asserted in the
9 Litigation. On September 14, 2020, the Parties participated in a full-day mediation before
10 mediator Todd A. Smith, Esq. that ultimately resulted in a tentative settlement of the Litigation,
11 subject to the approval of the Court, and finalization of a formal Stipulation for Settlement. The
12 Parties have since engaged in negotiations about the terms and conditions of the Settlement
13 Agreement. The Parties have now entered into a more detailed, formalized Settlement
14 Agreement for submission to the Court for approval.

15 **D.** Class Counsel has conducted an investigation of the law and facts relating to the
16 claims asserted in the Litigation and has concluded, taking into account the sharply contested
17 issues involved, the expense and time necessary to pursue the Litigation through trial and any
18 appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
19 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by
20 the Named Plaintiff and the members of the Settlement Class pursuant to this Stipulation for
21 Settlement, that a settlement with Defendant on the terms and conditions set forth herein is fair,
22 reasonable, adequate, and in the best interests of the Settlement Class. Named Plaintiff, on his
23 own behalf and on behalf of the Settlement Class, has agreed to settle the Litigation on the terms
24 set forth herein.

25 **E.** Defendant has concluded that, because of the substantial expense of defending
26 against the Litigation, the length of time necessary to resolve the issues presented herein, the
27 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
28 interests to accept the terms of this Agreement. Defendant denies each of the allegations and

claims asserted against it in the Litigation. Defendant nevertheless desires to settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Litigation.

F. This Agreement is intended to and does effectuate the full, final and complete resolution of all allegations and claims that were asserted, or could have been asserted, in the Litigation by Named Plaintiff and members of the Settlement Class as set forth in Section II.A.

III. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this Litigation. The Litigation includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement, pursuant to *Code of Civil Procedure* Section 664.6 the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set forth herein.

IV. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class for purposes of Settlement only. This Stipulation is contingent upon the Preliminary and Final approval and certification of the Settlement Class only for purposes of settlement. Should the Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Litigation. Defendant expressly reserves the right to oppose class certification and / or to proactively move to deny class certification should this Settlement be modified or reversed on appeal or otherwise not become final.

V. MOTION FOR PRELIMINARY APPROVAL

Named Plaintiff will bring a motion before the Court for an order preliminarily approving the Settlement including the Notice of Proposed Class Action Settlement, which is attached as **Exhibit A**, and including conditional certification of the Settlement Class for settlement purposes only and will request that the Court enter the Preliminary Approval Order. The date that the

1 Court grants Preliminary Approval of this Agreement will be the “Preliminary Approval Date.”
2 Class Counsel will prepare the Motion for Preliminary Approval.

3 **VI. STATEMENT OF NO ADMISSION**

4 A. Defendant expressly denies liability to Named Plaintiff and to the Settlement
5 Class upon any claim or cause of action. This Agreement does not constitute, and is not intended
6 to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the
7 allegations or claims made against them in the Litigation.

8 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
9 any statements, discussions or communications, nor any materials prepared, exchanged, issued
10 or used during the course of the negotiations leading to this Agreement or the Settlement, is
11 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
12 used or be admissible in any way in this case or any other judicial, arbitral, administrative,
13 investigative or other forum or proceeding as evidence of any violation of any federal, state, or
14 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
15 or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly
16 or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other
17 forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
18 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
19 equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in
20 any proceeding before the Court that has as its purpose the interpretation, implementation, or
21 enforcement of this Agreement or any orders or judgments of the Court entered in connection
22 with the Settlement.

23 C. None of the documents produced or created by Named Plaintiff or the Settlement
24 Class in connection with the claims procedures or claims resolution procedures constitute, and
25 they are not intended to constitute, an admission by Defendant of any violation of any federal,
26 state, or local law, statute, ordinance, regulation, rule or executive order, any California Wage
27 Order, or any obligation or duty at law or in equity.

1 **D.** The Parties agree that class certification pursuant to California *Code of Civil*
2 *Procedure* Section 382 under the terms of this Agreement is for settlement purposes only.
3 Nothing in this Agreement will be construed as an admission or acknowledgement of any kind
4 that any class should be certified or given collective treatment in the Litigation or in any other
5 action or proceeding. Further, neither this Agreement nor the Court's actions with regard to this
6 Agreement will be admissible in any court or other tribunal regarding the propriety of class
7 certification or collective treatment. In the event that this Agreement is not approved by the
8 Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named Plaintiff
9 will not be deemed to have waived, limited or affected in any way any claims, rights or remedies
10 in the Litigation, and Defendant will not be deemed to have waived, limited, or affected in any
11 way any of its objections or defenses in the Litigation.

12 **VII. WAIVER, RELEASE, DISMISSAL, AND CONFIDENTIALITY**

13 **A. Release as to All Settlement Class Members (excluding PAGA Claim).**

14 Provisionally, upon the Date of Final Approval, Named Plaintiff and all members of the
15 Settlement Class, except those that make a valid and timely request to be excluded from the
16 Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any
17 forum the following claims against Defendant, its past and present officers, directors,
18 shareholders, unit holders, managers, employees, agents, principals, heirs, representatives,
19 accountants, auditors, consultants, and its respective successors and predecessors in interest,
20 subsidiaries, affiliates, related entities, parents, agents, assigns, insurers, re-insurers, and
21 attorneys of any of them from all claims, demands, rights, liabilities and causes of action that
22 were pled in any of the complaints in the Litigation, or which could have been pled in any of the
23 complaints in the Litigation based on the factual allegations therein, that arose during the Class
24 Period with respect to the following claims: (a) failure to pay all minimum wages and regular
25 wages owed (including without limitation Labor Code §§ 204, 1194, 1194.2, and 1197, et seq.);
26 (b) failure to pay all overtime and double-time wages owed (including without limitation Labor
27 Code §§ 204, 510, 558, 1194, 1197.1, and 1198); (c) failure to provide meal periods, or premium
28 pay for non-compliant meal periods (including without limitation Labor Code §§ 226.7, 512(a)

1 & 1198 et seq.); (d) failure to authorize and permit rest periods, or provide premium pay for non-
2 complaint rest periods (including without limitation Labor Code §§ 226.7, 512, & 1198 et seq.);
3 (e) failure to provide accurate, itemized wage statements (including without limitation Labor
4 Code §§ 226 and 226.3); (f) failure to timely pay wages upon separation of employment
5 (including without limitation Labor Code §§ 201, 202, and 203 et seq.); (g) failure to maintain
6 employment records (including without limitation Labor Code §§ 226, 432, 1198.5); (h) failure
7 to reimburse all reasonable and necessary business expenses (including without limitation Labor
8 Code §§ 2802 et seq.; (i) all damages, penalties, interest and other amounts recoverable under
9 said causes of action under California and federal law, to the extent permissible, including but
10 not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage
11 Orders as to the facts alleged in the complaint; and (j) all claims for unfair business practices that
12 could have been premised on the facts, claims, causes of action or legal theories described above
13 (including without limitation Business & Professions Code §§ 17200, *et seq.*).

14 **B. Release as to All Settlement Class Members (PAGA Claim Only)**

15 Provisionally, upon the Date of Final Approval, Named Plaintiff and all members of the
16 Settlement Class waive, release, discharge, and promise never to assert in any forum the
17 following claims against Defendant, its past and present officers, directors, shareholders, unit
18 holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors,
19 consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates,
20 related entities, parents, agents, assigns, insurers, re-insurers, and attorneys of any of them: all
21 claims under PAGA that were stated in Plaintiff's correspondence entitled Notice of Labor Code
22 Violations and PAGA Penalties sent to the to the California Labor Workforce Development
23 Agency ("LWDA") on or about February 10, 2020 (the "LWDA Notice Letter"), whether stated
24 expressly or implicitly, based upon the allegations contained in the LWDA Notice Letter.
25 Settlement Class Members cannot exclude themselves from the release of the PAGA claims.

26 **C. When Provisional Releases Become Final**

27 In the event that Defendant fails to make all of the installment payments (the Initial,
28 Second and Final Installments) on the schedule set forth herein, the provisional Release conferred

1 under the Settlement by all Settlement Class Members shall extinguish. Once Defendant makes
2 all of the installment payments (the Initial, Second and Final Installments) on the schedule set
3 forth herein, the Release shall become final.

4 **D. General Release by Named Plaintiff Only.**

5 In addition to the release made in Section VII.A., upon the date the settlement becomes
6 Final, Named Plaintiff individually makes the additional following general release of all claims,
7 known or unknown.

8 Named Plaintiff individually releases Defendant, its past and present officers, directors,
9 shareholders, unit holders, managers, employees, agents, principals, heirs, representatives,
10 accountants, auditors, consultants, and its respective successors and predecessors in interest,
11 subsidiaries, affiliates, related entities, parents, agents, assigns, insurers, re-insurers, and
12 attorneys of any of them, from all claims, demands, rights, liabilities and causes of action of
13 every nature and description whatsoever, known or unknown, asserted or that might have been
14 asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation
15 arising out of, relating to, or in connection with any act or omission by or on the part of any
16 Defendant. (The release set forth in this Paragraph B shall be referred to hereinafter as the
17 “General Release.”)

18 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the
19 Date of Final Approval, Named Plaintiff shall be deemed to have, expressly waived and
20 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
21 1542 of the California Civil Code, or any other similar provision under federal or state law, which
22 provides:

23 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
24 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
25 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
26 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
27 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
28 **DEBTOR OR RELEASED PARTY.**

1 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other
2 than or different from the facts now believed to be true, the release of claims contained herein
3 shall be effective as to all unknown claims.

4 **C. Publicity.**

5 Named Plaintiff, Class Counsel and Counsel for Defendant agree that they have not and
6 will not discuss, disclose, or communicate the Litigation, other than pursuant to the terms of
7 Section VII.C., below, of this Agreement. Named Plaintiff, Class Counsel and Counsel for
8 Defendant also agree that they have not and will not publish the Litigation, outside of the public
9 nature of the Litigation as a matter of public record. Named Plaintiff, in response to inquiries,
10 will state that that “the Litigation was resolved.” Class Counsel shall not report the Litigation in
11 any medium or in any publication, shall not post or report anything regarding the Litigation on
12 their websites, and shall not contact the press, reporters or general media regarding the Litigation.
13 As used herein, “press, reporters, or general media” shall refer to and include newspapers,
14 periodicals, magazines, online publications, social media platforms, and television and radio
15 stations and programs, and any representative of the foregoing. Upon receipt of an inquiry from
16 the press, reporters, or general media, Class Counsel and Counsel for Defendant shall respond
17 “we have no comment.” However, Named Plaintiff’s attorneys are authorized to make a limited
18 disclosure to the Court and the California Labor Workforce Development Agency (“LWDA”)
19 for the purposes of obtaining the approval of the settlement. This disclosure is limited to court
20 filings and filings to the LWDA, and neither Named Plaintiff nor his counsel or representatives
21 are permitted to disseminate or publish, distribute or discuss the information provided to the
22 Court in those filings outside the filings themselves and any hearing held on those filings, unless
23 ordered otherwise by the Court or the LWDA. Nothing herein shall prevent Class Counsel from
24 communicating with Named Plaintiff and members of the Settlement Class, the LWDA, or the
25 Settlement Administrator regarding the terms of this Stipulation and/or the Settlement. However,
26 for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other
27 actions, Class Counsel may disclose the name of the Parties in this action, the venue/case number
28 of this action, and the fact this action settled on a class-wide basis (but not any other settlement

1 details) for such purposes.

2 **VIII. SETTLEMENT ADMINISTRATOR**

3 Named Plaintiff and Defendant, through their respective counsel, have selected Phoenix
4 Settlement Administrators as the Settlement Administrator to administer the Settlement, which
5 includes but is not limited to distributing the Notice of Proposed Class Action Settlement
6 (including obtaining updated class member addresses, performing a National Change of Address
7 search, and/or skip-tracing), establishing a toll-free number to respond to inquiries regarding the
8 Settlement, determining the validity of the opt-outs, keeping track of opt-outs and objections, and
9 calculating all amounts to be paid from the Settlement, including the amount of all payroll tax
10 deductions to be withheld or backup withholdings, deducting appropriate tax withholdings and
11 paying them to the appropriate government entity, mailing checks for individual settlement
12 payments for attorneys' fees and litigation costs, enhancements to the Named Plaintiff, and
13 penalties under PAGA, providing Class Counsel and Counsel for Defendant with weekly updates
14 on the status of Settlement administration (including numbers and percentages of mailed Notices,
15 returned Notices, re-mailed Notices, undeliverable Notices, opt-outs, and objections), providing
16 declarations and/or reports as required for court filings, and for any other tasks that the Parties
17 may mutually agree or the Court orders the Claims Administrator to perform. Charges and
18 expenses of the Settlement Administrator are estimated to be \$20,000.00 and will be paid from
19 the Settlement Amount. Any charges and expenses of the Settlement Administrator greater than
20 the estimated \$20,000.00 will be paid from the Settlement Amount. If the actual Settlement
21 Administrator fees are less than the Parties' estimation, the difference between the actual and
22 estimated Settlement Administrator fees will flow through to the Net Settlement Amount.

23 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

24 **A. Notice.**

25 Named Plaintiff and Defendant, through their respective attorneys, have jointly prepared
26 a Notice of Class Action and Proposed Settlement (the "Notice") that will be provided to the
27 members of the Settlement Class through the following procedure:
28

1 As soon as practicable following Preliminary Approval of the Settlement, but no later
2 than fourteen (14) days after the Court's Preliminary Approval order, Defendant will provide,
3 confidentially, to the Settlement Administrator, the following information about each Settlement
4 Class member: (1) name; (2) last known home address; (3) number of workweeks during the
5 Class Period based on dates of employment; and (4) social security number (collectively the
6 "Class List"). The Settlement Administrator shall thereafter be permitted to provide all counsel
7 with an anonymized list of workweeks worked by each Settlement Class Members, along with
8 preliminary calculations of estimated payments to those Settlement Class Members that will be
9 reported in the Notice so that all counsel can review the payments calculations for irregularities.

10 The Settlement Administrator shall run all the addresses provided through the United
11 States Postal Service NCOA database (which provides updated addresses for any individual who
12 has moved in the previous four years who has notified the U.S. Postal Service of a forwarding
13 address) to obtain current address information. The Settlement Administrator shall mail the
14 Notice to the members of the Settlement Class via first-class regular U.S. Mail using the most
15 current mailing address information available within fourteen (14) calendar days after the receipt
16 of the Class List from Defendant.

17 The Notice shall provide the members of the Settlement Class with a sixty (60) day notice
18 of all applicable dates and deadlines. The Notice will also include information regarding the
19 nature of the Litigation; a summary of the terms of the Settlement; the definition of the Settlement
20 Class member; a statement that the Court has preliminarily approved the Settlement; the
21 procedure and time period for objecting to the Settlement; the date and location of the Final
22 Approval hearing; information regarding the opt-out procedure; Defendant's calculation of the
23 number of workweeks during the Class Period; and the estimated individual settlement payment
24 the Class member will receive if they do not validly opt-out of the Settlement.

25 If a Notice is returned from the initial notice mailing, the Settlement Administrator will
26 submit the applicable and available information, including name, social security number, and
27 original mailing address, to a company that specializes in address skip tracing in an attempt to
28 locate a more current address. If the Settlement Administrator is successful in locating a new

1 address, it will re-mail the Notice to the Settlement Class member. Further, any Notices returned
2 with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline
3 date, shall be sent to the forwarding address affixed thereto. For any Notice that is re-mailed to
4 a new address, the deadline for that Settlement Class Member to object in writing, request
5 exclusion, or dispute the reported workweeks worked during the Class Period shall be the later
6 of 60 days after the initial mailing of the Notice or 14 days after the re-mailing of the Notice. If
7 the Settlement Administrator is unsuccessful in locating a new address, it will re-mail the Notice
8 to the original address it had for the Settlement Class member.

9 No later than twenty-five (25) days prior to the Final Approval Hearing, the Settlement
10 Administrator shall provide Counsel for Defendant and Class Counsel with a declaration attesting
11 to the completion of the Notice process, including the number of attempts to obtain valid mailing
12 addresses for and re-sending of any returned Notices, as well as the number of valid opt-outs and
13 deficiencies which the Settlement Administrator received.

14 **B. Objections.**

15 In order for any Settlement Class member to object to this Settlement, or any term of it,
16 the person making the objection must not submit a request for exclusion (i.e., must not opt out).
17 If any Settlement Class member wishes to object in writing, the Settlement Class Member should,
18 by no later than sixty (60) days after the Notice of Proposed Class Action Settlement was initially
19 mailed to the Settlement Class members (or as extended due to re-mailing of the Notice), mail to
20 the Settlement Administrator a written statement of the grounds of objection, signed by the
21 objecting Settlement Class member or his or her attorney, along with all supporting papers. All
22 such written objections and written notices of intention to appear should be signed and contain
23 the Settlement Class member's name and address and the address of counsel, if any. The written
24 objection should clearly explain why the settlement class member objects to the Settlement and
25 state whether the Settlement Class member (or someone on his or her behalf) intends to appear
26 at the Final Approval Hearing. The Settlement Administrator shall immediately upon receipt
27 transmit to the Parties' counsel copies of all objections and supporting papers. The Parties then
28 shall file the objections and all supporting papers with the Court as soon as practicable but no

1 later than the date upon which Plaintiff files a Motion for Final Approval. Regardless of whether
2 a written objection is submitted, a Settlement Class member may appear personally or through
3 an attorney, at his or her own expense, at the Final Approval hearing to present his or her
4 objection directly to the Court. Any attorney who will represent an individual objecting to this
5 Settlement must file a notice of appearance with the Court and serve Class Counsel and Defense
6 Counsel. If a Settlement Class member objects to this Settlement, the Settlement Class member
7 will remain a member of the Settlement Class and if the Court approves this Agreement, the
8 Settlement Class member will be bound by the terms of the Settlement and Final Approval in the
9 same way and to the same extent as a settlement class member who does not object. The date of
10 mailing of the Notice of Proposed Class Action Settlement to the objecting Settlement Class
11 member shall be conclusively determined according to the records of the Settlement
12 Administrator. The Court retains final authority with respect to the consideration and
13 admissibility of any Settlement Class member objections. Due to procedures in place as a result
14 of the COVID-19 virus, appearances at the Final Approval hearing may be telephonic or
15 restricted by special Court Orders, and the Notice will advise Settlement Class Members of that
16 possibility.

17 **C. Opportunity to be Excluded.**

18 In order for any Settlement Class member to validly exclude himself or herself from the
19 Settlement (i.e., to validly opt out), a written request for exclusion (“Request to be Excluded”)
20 must be signed by the Settlement Class member or his or her authorized representative and must
21 be sent to the Settlement Administrator, postmarked by no later than sixty (60) days after the date
22 the Settlement Administrator initially mails the Notice of Proposed Class Action Settlement to
23 the Settlement Class members (or as otherwise extended by any re-mailed Notice). The Notice
24 of Proposed Class Action Settlement shall contain instructions on how to opt out. Specifically,
25 the Notice of Proposed Class Action Settlement shall specify that the Settlement Class Member’s
26 Request to be Excluded must include the Class Member’s name and address, be signed by the
27 Settlement Class Member, and state words to the effect of the following: “I hereby request to be
28 excluded from the Class Action Settlement in *Kegeyan v. Total Education Solutions, Inc.*”

1 The date of the initial mailing of the Notice, and the date the signed request to be excluded
2 was postmarked, shall be conclusively determined according to the records of the Settlement
3 Administrator. Any Settlement Class member who timely and validly submits a request to be
4 excluded from the Settlement Class and this Settlement will not be entitled to any individual
5 settlement payment, will not be bound by the terms and conditions of this Settlement, and will
6 not have any right to object, appeal, or comment thereon. Any member of the Settlement Class
7 who does not timely file and mail a request to be excluded from the Settlement Class will be
8 deemed included in the Settlement Class in accordance with this Settlement. Named Plaintiff
9 waives any right to be excluded from the Settlement Class.

10 **D. Non-Cooperation.**

11 The Parties and their counsel agree not to encourage members of the Settlement Class to
12 opt out of this settlement, or to object to the Settlement, directly or indirectly, through any means.
13 If a Settlement Class member contacts Class Counsel, Class Counsel may objectively discuss the
14 terms of the Settlement and the Settlement Class member's options.

15 **X. CLAIMS PROCEDURE**

16 Settlement Class members shall not be required to submit a claim form to participate in
17 the Settlement; this Settlement is not a "claims-made" settlement. Named Plaintiff and
18 Defendant have agreed upon the following procedure to resolve all claims during the Class
19 Period.

20 In the Notice of Proposed Class Action Settlement, each member of the Settlement Class
21 will receive a calculation of the total number of workweeks as a Settlement Class member in
22 California during the Class Period (hereinafter "Eligible Workweeks"), as well as the Settlement
23 Class Member's estimated Net Settlement Payment. Periods of non-membership in the Class
24 (i.e., in an exempt position or outside California or outside the Class Period) are excluded from
25 the Eligible Workweeks calculation.

26 If the member of the Settlement Class disputes the number of Eligible Workweeks set
27 forth in the Notice, such person must follow the directions in the Notice, including preparing a
28 statement setting forth the number of Eligible Workweeks that such person believes in good faith

1 is correct and stating that the member of the Settlement Class authorizes the Settlement
2 Administrator to review the Settlement Class member's personnel file to determine such
3 information and attaching any relevant documentation in support thereof. The member of the
4 Settlement Class must mail the signed and completed statement no later than sixty (60) days after
5 the date of the mailing of the Notice (or as otherwise extended by any re-mailed Notice), or the
6 number of Eligible Workweeks set forth in the Notice will govern the Net Settlement Payments
7 to the members of the Settlement Class.

8 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation
9 with Class Counsel and Counsel for Defendant, will review the pertinent payroll records showing
10 the dates the Settlement Class member was employed and the pertinent leave(s) taken, which
11 records Defendant agrees to make available to the Settlement Administrator.

12 After consulting with Class Counsel and Counsel for Defendant, the Settlement
13 Administrator shall compute the number of Eligible Workweeks to be used in computing the
14 Settlement Class member's pro rata share of the Net Settlement Amount: a *participating*
15 Settlement Class member's pro rata share of the Net Settlement Amount = the Net Settlement
16 Amount $\times$ the Settlement Class member's Eligible Workweeks $\div$ sum of all Eligible Workweeks
17 worked by all *participating* Settlement Class Members. In the event there is a disparity between
18 the dates a Settlement Class member claims he or she worked during the Class Period and the
19 dates indicated by Defendant's records, Defendant's records will control unless inconsistent with
20 paycheck stub(s) (or bona fide copies thereof) provided by the Settlement Class member, in
21 which case the paycheck stub(s) will control. The Settlement Administrator's decision as to the
22 total number of Eligible Workweeks shall be final and non-appealable. The Settlement
23 Administrator shall send written notice of the decision on any such claim to the Settlement Class
24 member, to Class Counsel, and Counsel for Defendant within ten (10) calendar days of receipt
25 of the dispute.

26 **XI. FINAL APPROVAL HEARING AND ENTRY OF FINAL APPROVAL ORDER**
27 **AND FINAL JUDGMENT**
28

1 Upon expiration of the Objection/Exclusion Deadlines, on the date set forth in the
2 Preliminary Approval Order, a Final Approval Hearing shall be conducted in order to: (1) review
3 this Settlement and determine whether the Court should give it final approval; (2) consider any
4 objections timely submitted before the Objection Deadline; and (3) consider Class Counsel's
5 request for attorney's fees and costs, the Named Plaintiff's Enhancement Award, and the
6 requested Administrative Costs.

7 At the Final Approval Hearing, Named Plaintiff, through Class Counsel, shall ask the
8 Court to grant final approval to this Settlement and shall submit a Final Approval Order and a
9 Final Judgment, to the Court for its approval. The Parties shall take all reasonable efforts to
10 secure entry of the Final Approval Order and Final Judgment.

11 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

12 **A. Distribution Formula.**

13 Members of the Settlement Class not opting out will receive a lump sum payment as good
14 and valuable consideration for the waiver and release of claims set forth in Section VII.A., above,
15 in an amount determined by the Settlement Administrator in accordance with the provisions of
16 this Agreement. The lump sum payment to each member of the Settlement Class not excluding
17 him/herself will be determined by dividing the Net Settlement Amount by the total number of
18 Eligible Workweeks calculated for all members of the Settlement Class during the Class Period
19 who did not exclude themselves (the "Workweek Value") and then multiplying the Workweek
20 Value by the number of Eligible Workweeks by the individual Class Member as determined by
21 the Settlement Administrator in accordance with Section X, above, less any applicable
22 withholding taxes based on the Parties stipulated allocation of the Net Settlement Amount as
23 provided for in Section XVI, below.

24 **B. Funding of Settlement.**

25 Defendant shall fully fund the settlement as follows, assuming final approval:

- 26 • December 14, 2021: \$116,500.00 ("Initial Settlement Installment")
- 27 • January 14, 2022: \$116,500.00 ("Second Settlement Installment")
- 28 • February 14, 2022: \$117,000.00 ("Final Settlement Installment")

To effectuate settlement funding, Defendant will deposit the Net Settlement Payments, Court

1 approved enhancement to Named Plaintiff, Court approved attorney's fees and Litigation costs,
2 Claims Administration Costs and the PAGA Settlement into an interest-bearing trust account for
3 the benefit of Settlement Class members and Class Counsel, through the Settlement
4 Administrator. At no time prior to the date on which the Settlement becomes Final shall
5 Defendant be required to escrow any portion of the Settlement Amount.

6 **C. Time for Distribution.**

7 Within fifteen (15) calendar days following receipt of the Final Settlement Installment of
8 Settlement funds from Defendant, the Settlement Administrator shall mail the Net Settlement
9 Payments, State of California portion of the PAGA Settlement, Class Counsel Attorney's Fees
10 and Litigation Costs, and Court approved enhancement to Named Plaintiff. Also, within the
11 same 15-day period, the Settlement Administrator shall deduct its Administrative Costs from the
12 Settlement Amount. Settlement checks shall remain negotiable for one hundred and eighty (180)
13 days from the date of mailing. If settlement check remains uncashed after one 180 days from
14 issuance, the Settlement Administrator shall transfer the value of the uncashed checks, plus any
15 interest that has accrued thereon, to the State Controller's Office-Uncollected Funds, in the name
16 of the Settlement Class member. The Settlement Administrator shall void any tax documents
17 issued to Settlement Class members who did not cash their checks within 180 days of issuance.
18 In such event, such Settlement Class member shall nevertheless remain bound by the Settlement.
19 Prior to the Final Approval hearing, the Parties shall provide the Court the total amount that will
20 be payable to the Settlement Class member. The Parties also shall request that the Court set a
21 date for the Parties to report to the Court the total amount that was actually paid to Settlement
22 Class members.

23 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

24 The amounts paid under this Agreement do not represent a modification of any previously
25 credited hours of service under any employee benefit plan, policy or bonus program sponsored
26 by Defendant. Such amounts will not form the basis for additional contributions to, benefits
27 under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by
28 Defendant's, policies or bonus programs. Any payments made under the terms of this Settlement

1 shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages,
2 or any other form of compensation for the purposes of Defendant's benefit plan, policy or bonus
3 program. Defendant retains the right to modify the language of their benefit plans, policies and
4 bonus programs to effect this intent and to make clear that any amounts paid pursuant to this
5 Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring
6 term as defined by applicable plans, policies and bonus programs for purpose of eligibility,
7 vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not
8 required by this Settlement.

9 **XIV. ATTORNEYS' FEES AND LITIGATION COSTS**

10 **A. Class Counsel Attorneys' Fees and Litigation Costs.**

11 Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall
12 not seek or receive an amount in excess of 33¹/₃% of the Settlement Amount for all past and
13 future attorneys' fees necessary to prosecute, settle and administer the Litigation and this
14 Settlement. Additionally, Defendant shall not oppose an application by Class Counsel for, and
15 Class Counsel shall not seek or receive an amount in excess of fifteen thousand dollars
16 (\$15,000.00), which represents all past and future Litigation costs and expenses necessary to
17 prosecute, settle and administer the Litigation and this Settlement. Any attorneys' fees or
18 Litigation costs awarded to Class Counsel by the Court shall be deducted from the Settlement
19 Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these
20 amounts include, without limitation, all time and expenses expended by Class Counsel in
21 defending the Settlement and securing Final Approval (including any appeals therein).

22 There will be no additional charge of any kind to either the members of the Settlement
23 Class or request for additional consideration from Defendant for such work. This amount shall
24 include all attorneys' fees, Litigation costs and expenses for which Named Plaintiff and Class
25 Counsel could claim under any legal theory whatsoever. Assuming Final Approval, within
26 fifteen (15) days of Defendant's Final Settlement Installment, the Settlement Administrator shall
27 disburse payment from the Settlement Amount for the amount of attorneys' fees and Litigation
28 costs approved by the Court to Class Counsel. Should the Court approve a lesser percentage or

1 amount of fees and/or Litigation costs than the amount that Class Counsel ultimately seeks, then
2 the unapproved portion or portions shall flow to the Net Settlement Amount.

3 **XV. ENHANCEMENT TO NAMED PLAINTIFF**

4 Defendant shall not oppose an application by Named Plaintiff, and Named Plaintiff shall
5 not seek or receive an amount in excess of ten seven thousand five hundred dollars and zero cents
6 (\$7,500.00), for participation in and assistance with the Litigation. This amount is separate and
7 distinct from Named Plaintiff's individual Net Settlement Payment amount. Any enhancement
8 awarded to Named Plaintiff by the Court shall be deducted from the Settlement Amount for the
9 purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If
10 the Court approves an enhancement of less than \$7,500.00 to Named Plaintiff, any unapproved
11 portion or portions shall flow to the Net Settlement Amount.

12 **XVI. TAXATION AND ALLOCATION**

13 The amount paid to each participating Settlement Class member shall be net of the
14 participating Settlement Class member's share of all federal, state and local taxes and required
15 withholdings, including without limitation, FICA, Medicare tax, FUTA, and state unemployment
16 taxes. The Employer Taxes for Defendant's share of taxes for the wage portions of the Settlement
17 Payment shall be paid by Defendant separately and in addition to Defendant's payment of the
18 Settlement Amount. The Parties agree that all employment taxes and other legally required
19 withholdings will be withheld from payments to the members of the Settlement Class and Named
20 Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount as provided for
21 in this Section. The amount of federal income tax withholding will be based upon a flat
22 withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-
23 1(a)(2) as amended or supplemented.

24 Income tax withholding will also be made pursuant to applicable state and/or local
25 withholding codes or regulations. For withholding tax characterization purposes and payment of
26 taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows ("Net
27 Settlement Allocation"): (1) 20% as wages; (2) 40% as penalties; and (3) 40% as interest.
28

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS STIPULATION OF SETTLEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS STIPULATION OF SETTLEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY” ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS STIPULATION OF SETTLEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION OF SETTLEMENT, (B) HAS NOT ENTERED INTO THIS STIPULATION OF SETTLEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS STIPULATION OF SETTLEMENT.

XVII. PRIVATE ATTORNEY GENERAL ACT ALLOCATION

In order to implement the terms of this Settlement and to settle claims alleged under the Private Attorneys’ General Act (“PAGA”), California *Labor Code* section 2698 *et seq.*, the Parties agree to allocate thirty thousand dollars and zero cents (\$30,000.00) of the Settlement Amount as the PAGA Settlement from which \$22,500.00 will be paid to the LWDA and

1 \$7,500.00 to Settlement Class members by having that 25% amount flow through to the Net
2 Settlement. Within fifteen (15) calendar days following the payment of Final Settlement
3 Installment, the Settlement Administrator shall disburse the \$22,500.00 to the LWDA.

4 **XVIII. COURT APPROVAL**

5 This Agreement and the Settlement is contingent upon Final Approval by the Court.
6 Named Plaintiff and Defendant agree to take all steps as may be reasonably necessary to secure
7 Preliminary Approval and Final Approval of the Settlement, to the extent not inconsistent with
8 the terms of this Agreement, and will not take any action adverse to each other in obtaining Court
9 approval, and, if necessary, appellate approval, of the Settlement in all respects. Named Plaintiff
10 and Defendant expressly agree that they will not file any objection to the terms of this Stipulation
11 of Settlement or assist or encourage any person or entity to file any such objection.

12 **XIX. MISCELLANEOUS PROVISIONS**

13 **A. Stay of Litigation.**

14 Named Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending
15 Final Approval of the Settlement by the Court.

16 **B. Interpretation of the Agreement.**

17 This Agreement constitutes the entire agreement between Named Plaintiff and Defendant.
18 Except as expressly provided herein, this Agreement has not been executed in reliance upon any
19 other written or oral representations or terms, and no such extrinsic oral or written representations
20 or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties
21 agree that this Agreement is to be construed according to its terms and may not be varied or
22 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the
23 laws of the State of California, both in its procedural and substantive aspects, without regard to
24 its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the
25 subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State
26 of California for the County of Los Angeles, and Named Plaintiff and Defendant hereby consent
27 to the personal jurisdiction of the Court over them solely in connection therewith. Named
28 Plaintiff, on his own behalf and on behalf of the Settlement Class, and Defendant participated in

1 the negotiation and drafting of this Agreement and had available to them the advice and
2 assistance of independent counsel. As such, neither Named Plaintiff nor Defendant may claim
3 that any ambiguity in this Agreement should be construed against the other. The terms and
4 conditions of this Agreement constitute the exclusive and final understanding and expression of
5 all agreements between Named Plaintiff and Defendant with respect to the Settlement of the
6 Litigation. The Agreement may be modified only by a writing signed by the original signatories
7 and approved by the Court.

8 ///

9 **C. Further Cooperation.**

10 Named Plaintiff and Defendant and their respective attorneys shall proceed diligently to
11 prepare and execute all documents, to seek the necessary approvals from the Court, and to do all
12 things reasonably necessary or convenient to consummate the Agreement as expeditiously as
13 possible.

14 **D. Confidentiality of Documents.**

15 After the expiration of any appeals period, Named Plaintiff, the Settlement Administrator,
16 and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts,
17 written discovery, declarations and other information obtained in the lawsuit, unless necessary
18 for appeal or such documents are ordered to be disclosed by the Court or by a subpoena.

19 **E. Counterparts.**

20 The Agreement may be executed in one or more actual or non-original counterparts, all
21 of which will be considered one and the same instrument and all of which will be considered
22 duplicate originals. Additionally, signatures delivered via facsimile or electronic transmission
23 shall have the same force, validity and effect as the originals thereof.

24 **F. Authority.**

25 Each individual signing below warrants that he or she has the authority to execute this
26 Agreement on behalf of the party for whom or which that individual signs.

27 **G. No Third Party Beneficiaries.**

1 Named Plaintiff, members of the Settlement Class, and Defendant are direct beneficiaries
2 of this Agreement, and there are no third party beneficiaries.

3 **H. Force Majeure.**

4 The failure of any party to perform any of its obligations hereunder shall not subject such
5 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
6 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
7 floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages,
8 shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage,
9 terrorist acts, acts or failures to act of any third parties, or any other similar or different
10 circumstances or causes beyond the reasonable control of such party.

11 **I. Deadlines Falling on Weekends or Holidays.**

12 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
13 or legal holiday, that deadline shall be continued until the following business day.

14 **J. Severability.**

15 In the event that any one or more of the provisions contained in this Agreement shall for
16 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
17 unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel,
18 on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such
19 invalid, illegal, or unenforceable provision had never been included in this Agreement. Before
20 declaring any provision of this Agreement invalid, the Court shall first attempt to construe the
21 provisions as valid and enforceable to the fullest extent possible consistent with applicable law.

22 **K. Right to Terminate Settlement**

23 If ten percent (10%) or more members of the Settlement Class members exercise their
24 rights to exclude themselves and opt out of the Settlement, Defendant may, in its sole discretion,
25 unilaterally withdraw from and terminate the Settlement no later than five (5) days prior to the
26 date of the Final Approval Hearing. In the event of Defendant's withdrawal, no party may use
27 the fact that the Parties agreed to the Resolution for any reason. Moreover, in the event that
28

Defendant elects to terminate this Settlement, Defendant shall pay all of the Administrative Costs incurred by the Settlement Administrator up to that point.

L. Escalator Clause. The settlement is made based on approximately 710 Class Members covering an estimated 31,750 workweeks. The Gross Settlement Amount shall increase proportionally with added workweeks if the number is more than 10% of the estimate stated herein. For example, if the difference between the estimated workweeks and the actual number of workweeks for all class members as of December 1, 2020 is 11%, the Gross Settlement Amount shall be increased by 1%. The Gross Settlement shall not be reduced as a result of the total workweeks falling below Defendant's estimate of 31,750.

M. Successors and Assigns

This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

N. Non-Approval of Settlement

In the event that this Settlement is not granted final approval, and any attempts to revise the Settlement as directed by the Court are not successful in obtaining final approval, this Agreement shall be deemed void *ab initio* and the Parties shall be returned to their respective positions as though this Agreement was never executed, including with respect to any releases of claims. Under these circumstances the Parties shall split equally the Administrative Costs incurred to that point.

O. Jurisdiction of the Court and Venue

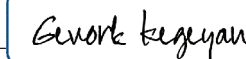
The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California *Code of Civil Procedure* Section 664.6. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith. Any adjudicated dispute regarding the interpretation or validity of or otherwise arising out of this Settlement Agreement, or relating to

the Action or the Released Claims, shall be subject to the exclusive jurisdiction of the California state courts in and for the County of Los Angeles, and Named Plaintiff, Class Members, and Defendant agree to submit to the personal and exclusive jurisdiction and venue of these courts.

Dated: 12/7/2020, 2020

NAMED PLAINTIFF:

DocuSigned by:


7342A2127DB04C0...
GEVORK KEGEYAN

Dated: _____, 2020

DEFENDANT:

TOTAL EDUCATION SOLUTIONS, INC.
By:

APPROVED AS TO FORM:

Dated: December 7, 2020

MOON & YANG, APC

By: 
KANE MOON
H. SCOTT LEVIANT
ANI MARTIROSIAN
Attorneys for Plaintiff GEVORK KEGEYAN

DATE: _____, 2020

FISHER & PHILLIPS LLP

By: _____
GRACE Y. HOROUPIAN
SEAN T. KINGSTON
Attorneys for Defendant
TOTAL EDUCATION SOLUTIONS, INC.

1 the Action or the Released Claims, shall be subject to the exclusive jurisdiction of the California
2 state courts in and for the County of Los Angeles, and Named Plaintiff, Class Members, and
3 Defendant agree to submit to the personal and exclusive jurisdiction and venue of these courts.
4

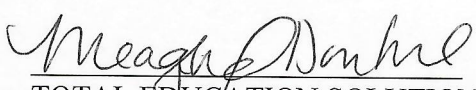
5 Dated: _____, 2020

NAMED PLAINTIFF:

6 _____
7 GEVEORK KEGEYAN
8
9

10 Dated: 12/07, 2020

DEFENDANT:

11 
12 TOTAL EDUCATION SOLUTIONS, INC.
13 By: Meaghan Donahue

14 **APPROVED AS TO FORM:**

15 Dated: _____, 2020

MOON & YANG, APC

16
17 By: _____

KANE MOON
H. SCOTT LEVIANT
ANI MARTIROSIAN
Attorneys for Plaintiff GEVORK KEGEYAN
18
19

20 DATE: December 7, 2020

FISHER & PHILLIPS LLP

21
22
23 By: _____


GRACE Y. HOROUPIAN
SEAN T. KINGSTON
Attorneys for Defendant
TOTAL EDUCATION SOLUTIONS, INC.
24
25
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Exhibit “A”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Kegeyan v. Total Education Solutions, Inc.
Los Angeles Superior Court Case No. 20STCV05460

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF TOTAL EDUCATION SOLUTIONS, INC. (“DEFENDANT”) IN CALIFORNIA AS AT ANY TIME BETWEEN FEBRUARY 11, 2016 AND DECEMBER 1, 2020 (THE “CLASS PERIOD”), AND YOU WORKED AT MORE THAN ONE WORKSITE IN A GIVEN DAY DURING THE CLASS PERIOD, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Kegeyan v. Total Education Solutions, Inc.*, Los Angeles Superior Court Case No. 20STCV05460 (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Maren Nelson on <<FA DATE>>, at <<FA TIME>>, in Department SSC-17 of the Los Angeles Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, to determine whether the Settlement is fair, adequate and reasonable. As a Settlement Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: <<RESPONSE DEADLINE>>	You have the option to pursue separate legal action against Defendant about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by submitting a written Request to be Excluded. As a result, you will not receive any benefits under the Settlement.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: <<RESPONSE DEADLINE>>	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request to be Excluded if you wish to object. <i>Written</i> objections must be submitted by <<RESPONSE DEADLINE>>.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Settlement Class”):

All current and former non-exempt individuals employed by Defendants within the State of California, who worked at more than one worksite in a given day during the Class Period. (the “Class Period” is February 11, 2016 through December 1, 2020).

According to Defendant’s records, you are a member of the Settlement Class (“Settlement Class Member”).

What is this case about?

In the Action, Plaintiff Gevork Kegeyan (“Plaintiff”) alleges on behalf of herself and the Class that Defendant: (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay all wages to terminated employees; (6) failed to furnish accurate itemized wage statements; (7) failed to reimburse business expenses; (8) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 et seq.; and (9) violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.]. Plaintiff seeks unpaid wages, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Kane Moon
H. Scott Leviant
Ani Martirosian
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
scott.leviant@moonyanglaw.com
ani.martirosian@moonyanglaw.com

Defendant’s Counsel

Grace Y. Horoupian
Sean T. Kingston
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$350,000 (the “Settlement Amount”) for: (a) individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Payments to Plaintiff (\$7,500 to be requested); (c) the Court-approved attorneys’ fees and costs to Class Counsel (\$116,666.66 in fees and up to \$15,000 in costs to be requested); (d) payment to the Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties (\$22,500 of a total of \$30,000 allocated to PAGA penalties); and (e) payment to the Settlement Administrator for settlement administration services (up to an estimated maximum of \$20,000).

Individual Settlement Payments. After deduction from the Settlement Amount for attorneys’ fees and costs, the Class Representative Service Payment to Plaintiff, the payment to the LWDA, and settlement administration costs, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendant will make an individual Settlement Payment to each Settlement Class Member who does not request to be excluded from the Settlement (“Participating Settlement Class Members”).

The Net Settlement Amount shall be divided among all Participating Settlement Class Members on a pro rata basis based upon the total number of workweeks worked by each respective Settlement Class Member as a non-exempt hourly employee in the State of California during the Class Period. Your estimated individual Settlement Payment is listed below.

Your estimated minimum settlement payment is <<**Estimated Payment**>> and your covered Work Weeks worked during the relevant period between February 11, 2016 and December 1, 2020 are <<**Work Weeks**>>. To the extent you dispute the number of Work Weeks, you must make your dispute (“Work Week Dispute”) in writing and send it to the Settlement Administrator via fax or mail. Your Work Week Dispute must be postmarked or faxed no later than <<**RESPONSE DEADLINE**>> (the “Response Deadline”) to:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863

Your Work Week Dispute must be in writing and contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of Work Weeks you contend is correct; and (c) any evidence supporting your contention. Defendant’s records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Work Week Disputes, and its decisions will be final and non-appealable. **REMINDER:** If you believe your estimated individual Settlement Amount is incorrect because your Work Weeks (the number of total weeks you worked within the Class Period only) are wrong, the deadline to dispute the workweeks reported for you is <<**RESPONSE DEADLINE**>>.

For tax reporting purposes, the payments to Participating Settlement Class Members will be allocated 20% as wages and 80% as penalties and interest. The wage portion of the individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Settlement Payments. The portion of the Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Participating Settlement Class Members receiving those payments. The employer’s share of any payroll taxes will be separately paid by Defendant.

All checks for individual Settlement Payments paid to Participating Settlement Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks’ issuance and shall thereafter automatically be void if not cashed by a Participating Settlement Class Member within that time. Any individual Settlement Payment that is not cashed by a Participating Settlement Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller’s Office for Unclaimed Property in the name of each check recipient who failed to cash their check prior to the void date. In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement.

If approved, the Settlement in this matter will be funded in three installment payments by Defendant as follows:

- December 14, 2021: \$116,500.00 (“Initial Settlement Installment”)
- January 14, 2022: \$116,500.00 (“Second Settlement Installment”)
- February 14, 2022: \$117,000.00 (“Final Settlement Installment”)

Payments to Participating Settlement Class Members will issue only AFTER the payment by Defendant of the Final Settlement Installment. **PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.**

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel Attorneys’ Fees and Costs, Class Representative Service Award, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys’ fees up to \$116,666.67 (one third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$15,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payment of \$7,500 for Plaintiff for his efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$20,000.00. A payment in the amount of \$22,500.00 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$30,000 set aside for payment under PAGA.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Settlement Class and each Settlement Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims (the “Released Claim”) as follows:

Provisionally, upon the Date of Final Approval, Named Plaintiff and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any forum the following claims against Defendant, its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, related entities, parents, agents, assigns, insurers, re-insurers, and attorneys of any of them from all claims, demands, rights, liabilities and causes of action that were pled in any of the complaints in the Litigation, or which could have been pled in any of the complaints in the Litigation based on the factual allegations therein, that arose during the Class Period with respect to the following claims: (a) failure to pay all minimum wages and regular wages owed (including without limitation Labor Code §§ 204, 1194, 1194.2, and 1197, et seq.); (b) failure to pay all overtime and double-time wages owed (including without limitation Labor Code §§ 204, 510, 558, 1194, 1197.1, and 1198); (c) failure to provide meal periods, or premium pay for non-compliant meal periods (including without limitation Labor Code §§ 226.7, 512(a) & 1198 et seq.); (d) failure to authorize and permit rest periods, or provide premium pay for non-complaint rest periods (including without limitation Labor Code §§ 226.7, 512, & 1198 et seq.); (e) failure to provide accurate, itemized wage statements (including without limitation Labor Code §§ 226 and 226.3); (f) failure to timely pay wages upon separation of employment (including without limitation Labor Code §§ 201, 202, and 203 et seq.); (g) failure to maintain employment records (including without limitation Labor Code §§ 226, 432, 1198.5); (h) failure to reimburse all reasonable and necessary business expenses (including without limitation Labor Code §§ 2802 et seq.); (i) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts alleged in the complaint; and, (j) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (including without limitation Business & Professions Code §§ 17200, et seq.).

Provisionally, upon the Date of Final Approval, Named Plaintiff and all members of the Settlement Class waive, release, discharge, and promise never to assert in any forum the following claims against Defendant, its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, related entities, parents, agents, assigns, insurers, re-insurers, and attorneys of any of them: all claims under California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. that were stated in Plaintiff’s correspondence entitled Notice of Labor Code Violations and PAGA Penalties sent to the California Labor Workforce Development Agency (“LWDA”) on or about February 10, 2020 (the “LWDA Notice Letter”), whether stated expressly or implicitly, based upon the allegations contained in the LWDA Notice Letter. No Settlement Class Member can request exclusion from the settlement of the PAGA Claim. If you are a Settlement Class Member, and this Settlement is approved, you will release the PAGA Claim even if you request to be excluded from the Settlement Class.

In the event that Defendant fails to make all of the installment payments (the Initial, Second and Final Installments) on the schedule set forth above, the provisional Release conferred under the Settlement by all Settlement Class Members shall extinguish. Once Defendant makes all of the installment payments (the Initial, Second and Final Installments) on the schedule set forth herein, the Release shall become final.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Settlement Class and receive an individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Settlement Class and be eligible to receive an individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the

Settlement Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object to it or express any concerns. To object, you may appear in person at the Final Approval Hearing, have an attorney object for you, or submit a written brief or statement of objection (“written objection”) to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. If you submit a written objection, it should contain sufficient information to confirm the your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; and (4) be postmarked on or before <<RESPONSE DEADLINE>> and returned to the Settlement Administrator at the address listed above to ensure that it is received in time to be transmitted to and considered by the Court. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the final approval hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Settlement Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection, alone will not satisfy the requirement that a Settlement Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Settlement Class and Receive No Money from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. In order to be valid, your written request to be excluded from the Settlement must be signed and include your name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement), along with a statement like the following:

“I hereby request to be excluded from the Class Action Settlement in *Kegeyan v. Total Education Solutions, Inc.*”

Your written request to be excluded from the Settlement must then be signed and postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a written request to be excluded from the Settlement on time (as evidenced by the postmark), your written request to be excluded from the Settlement will be rejected, you will be deemed a Participating Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written request to be excluded from the Settlement by the deadline to request exclusion, you will have no further role in the Action. **You will not be entitled to any benefit, including money,** as a result of the Action and Settlement. You will not be able to complain to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Class Representative Service Payment to Plaintiff, the settlement administration costs, and the payment to the LWDA for PAGA penalties on **January 25, 2021, at 9:00 a.m.**, in Department SSC-6 of the Los Angeles Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. Because of healthcare guidance and Orders of the Los Angeles Superior Court related to COVID-19, the hearing may be a telephonic hearing only. If you wish to attend the Final Approval Hearing telephonically, visit <https://www.lacourt.org/lacc/> for instructions on how to do so. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website by the Settlement Administrator for a period of at least 90 days following the entry of that Order in the Court record. That website is: <<[website](#)>>.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action Settlement attached to the Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation for Class Action and PAGA Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Los Angeles Superior Court. Because of the Los Angeles Superior Court's COVID-19 pandemic procedures, in order to view documents filed in the lawsuit, Class Members may be required to make an appointment with the Court to view documents. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above.

You may also view documents filed in this case, including the complete Settlement, on the Court's website at: www.lacourt.org/casesummary/ui/index.aspx?casetype=civil NOTE: If you choose to access documents online, the Court will charge you a fee for access. Class Counsel can provide you with copies of the settlement documents at no charge.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.