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Attorneys for Defendant
 Autism Learning Partners, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

LUCIANE BROWN, individually, and on behalf
 of all others similarly situated,

Plaintiff,

vs.

AUTISM LEARNING PARTNERS, LLC, a
 limited liability company; and DOES 1 through
 10, inclusive,

Defendant

Case No.: 19STCV08022

[Assigned to Hon. Steven J. Kleinfeld, Dept.
 57]

**STIPULATION OF SETTLEMENT AND
~~PROPOSED~~ ORDER APPROVING
 SETTLEMENT OF PLAINTIFFS'
 CLAIMS FOR CIVIL PENALTIES
 UNDER PAGA**

Complaint filed: June 21, 2019
 Trial date: None Set

FILED
 Superior Court of California
 County of Los Angeles

01/12/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: D. Canada Deputy

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1. Plaintiffs are former employees of Defendant who filed this action on June 21, 2019. This matter was originally filed as a class action; however, due to the existence of an arbitration agreement with a class action waiver, Plaintiff Brown filed a request for dismissal of his class and individual allegations so that he could proceed with his PAGA cause of action only. The Court ordered the dismissal of class and individual claims on or about June 25, 2019, when this matter was re-assigned to this department shortly thereafter. Thereafter, the complaint was amended to include Allison Johnson as an additional plaintiff.

guidance and input of mediator, Jeff Krivis, Esq. A true and correct copy of the fully executed Settlement Agreement and Release of PAGA Claims is attached hereto as **Exhibit “A.”**

3. The settlement in this action provides \$975,000.00 to the alleged aggrieved employees and the LWDA in exchange for a release of claims under PAGA only.¹ The Settlement Agreement and Release of PAGA Claims provides, in pertinent part:

Upon Effective Date, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing against Defendant and the Released Parties any Settled Claims during the Settlement Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement. It is understood and agreed that Aggrieved Employees shall not be afforded an opportunity to opt out of the Settlement or object to it. (Ex. A at ¶24)

“Effective Date” means the date upon which both of the following have occurred: (i) the Court, or other court assuming jurisdiction of this Action, enters the Order approving the Settlement, and (ii) the Court’s Judgment approving the settlement becomes Final. (Ex .A at ¶7)

“Settled Claims” means all claims for PAGA penalties based on the factual or legal theories that were alleged in the Complaint during the Settlement Period or reasonably could have been alleged against Defendant and Released Parties based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaint, including the: failure to pay wages; failure to pay overtime; failure to pay minimum wages; failure to provide and record meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to provide and maintain compliant wage statements; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to pay split-shift pay; failure to pay reporting time pay; failure to reimburse necessary business expenses; and any other claims or penalties under the wage and hour laws pleaded in the Action. (Ex. A at ¶12)

“Settlement Period” means the period from March 12, 2018, to the date of entry of the Order and Judgment. (Ex. A at ¶13)

“Released Parties” means Defendant and all of its past and present owners, officers, directors, shareholders, employees, agents, assigns, attorneys, insurers,

¹ \$583,750.00 is the net amount available to the aggrieved employees and the LWDA from the \$975,000 gross settlement amount following deduction for Plaintiff’s attorney’s fees of \$341,250.00 (35% of the gross settlement amount), Plaintiff’s counsel’s actual litigation costs not to exceed (\$15,000.00), third-party administration costs (not to exceed \$15,000.00), and a payment to Plaintiffs of \$10,000.00 each, in exchange for a general release. However, it is likely that the net amount available to the Aggrieved Employees will be slightly higher due to the fact the actual costs may be lower than the aforementioned estimates.

1 brands and concepts, parent companies, subsidiaries, and affiliates, and their
2 respective predecessors, successors, assigns, and any individual or entity that
could be jointly liable with Defendant. (Ex. A at ¶10)

3 “Aggrieved Employees” means all individuals who are or previously were
4 employed by Defendant in the State of California and classified as non-exempt
5 employees at any time during the period from March 12, 2018 to the date of entry
of the Order and Judgment. (Ex. A at ¶6)

6 The Parties estimate that there are approximately 144,636 pay periods during the PAGA Period.

7 “In the event of an increase of pay periods by more than 10% from the original estimate of
8 144,636 pay periods during the Covered Period, the settlement amount shall be increased by the
9 percentage that that actual number of pay periods exceeds a 10% increase from the original
10 estimates. For example, if the pay periods are 10% larger, the settlement amount shall be
11 increased by 1% (the “Escalator Clause”). The Total Settlement Payment will not be reduced for
12 any reason. (Ex. A at ¶ 15).

13 4. Based on their own independent investigations and evaluations, Plaintiffs and their
14 counsel are of the opinion that the settlement for the consideration and on the terms set forth
15 in the Settlement Agreement and Release of PAGA Claims is fair, reasonable, and adequate and
16 is in the best interests of the Plaintiffs and the PAGA Settlement Members in light of all
17 known facts and circumstances and the risks inherent in litigation, including the potential
18 appellate issues. Further, Plaintiffs’ counsel believes that the settlement amount entered into
19 is in the best interests of the PAGA Settlement Members and that the settlement for each
20 PAGA Settlement Member is fair, reasonable, and adequate, given the inherent risk and
21 uncertainties of protracted litigation.

22 5. The Parties request that the Court approve the arm’s length settlement reached
23 between the Parties pertaining to penalties under PAGA, and the release of PAGA claims.

24 **NOW THEREFORE**, in return for the mutual commitments and consideration detailed
25 in the Settlement Agreement and Release of PAGA Claims attached hereto as Exhibit “A,” the
26 Parties stipulate as follows:

27 1. The settlement terms reached through mediation provide for a gross payment by
28 Defendant of nine-hundred and seventy-five thousand dollars (\$975,000). Defendant Autism

Learning Partners, LLC will contribute that entire amount toward the Total Settlement Payment, which shall cover distribution to the LWDA, distribution to Plaintiffs and the alleged aggrieved employees, Plaintiffs' counsel's costs and fees, and costs of administration of the settlement, as follows:

Description	Amount
Settlement Payment to the LWDA	\$436,500
Settlement Payments to Allegedly Aggrieved Employees	\$145,500
Attorneys' Fees (35% of gross settlement)	\$341,250.00
Costs (not to exceed amount)	\$15,000.00 ²
Payment to Plaintiffs in exchange for 1542 Release	\$20,000.00
Costs of Third-Party Administration (not to exceed)	\$15,000.00 ³

2. Should the Court approve a lesser amount for attorneys' fees, costs, payment to Plaintiffs in exchange for the 1542 release, or costs of third-party administration, the difference shall be allocated as follows: 25% to the alleged aggrieved employees and 75% to the LWDA.

3. The Parties agree to retain Phoenix Settlement Administrators as the third-party settlement administrator ("Settlement Administrator"), which was the lower of two bids.⁴ The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. (Ex. A at ¶19). Within fourteen (14) calendar days after the Effective Date, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Settlement Administrator shall keep this list

² The Settlement authorizes reimbursement of actual costs not to exceed \$15,000, at this time, actual out of pocket costs, total \$12,694.57. A true and correct copy of a ledger of counsel's costs are attached hereto as **Exhibit "B."**

³ A true and correct copy of the third-party administrator's quote is attached hereto as **Exhibit "C."**

⁴ Plaintiffs' counsel requested bids for administration from two highly reputable, reliable, and well-regarded administrators, and ultimately elected to proceed with Phoenix Settlement Administrators given the lower bid.

confidential, and the Aggrieved Employee List shall not be disclosed to Plaintiffs' Counsel, Plaintiffs, the LWDA, or any other Aggrieved Employees without the express written consent of Defendant or by order of the Court.(Ex. A at ¶21). Within fourteen (14) calendar days after the Effective Date, Defendant will deposit the Maximum Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement. (Ex. A at ¶22).

4. "Aggrieved Employees" means all individuals who are or previously were employed by Defendant in the State of California and classified as a non-exempt employees at any time during the period from March 12, 2018 to the date of entry of the Order and Judgment. (Ex. A at ¶6)

5. Upon Effective Date, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing against Defendant and the Released Parties any Settled Claims during the Settlement Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement. It is understood and agreed that Aggrieved Employees shall not be afforded an opportunity to opt out of the Settlement or object to it. (Ex. A at ¶24).

6. The LWDA was given the opportunity to investigate this matter after being provided notice by Plaintiffs Allison Johnson and Lucian Brown in their notice letters dated October 15, 2020 and March 11, 2019, respectively, but declined to do so. In addition, Plaintiffs notified the LWDA of the settlement on November 4, 2021.

7. Under California law, no notice to the alleged aggrieved employees is required for the resolution of an action under PAGA. *See Arias v. Superior Court*, (2009) 46 Cal.4th 969, 977. The Parties have nevertheless agreed to provide an explanatory letter to the alleged aggrieved employees to accompany the PAGA penalty checks. Attached to the Settlement Agreement and

1 Release of PAGA Claims as **Exhibit "D"** is the proposed letter to the alleged aggrieved
2 employees that would accompany the checks.

3 8. If there is a conflict between the language of this Stipulation and the language of the
4 Settlement Agreement and Release of PAGA Claims attached as Exhibit A, with the exception of
5 the timing of the settlement payment, the language of the Settlement Agreement and Release of
6 PAGA Claims shall control.

7 9. The Parties further expressly agree that the Court will retain jurisdiction under Code
8 of Civil Procedure section 664.6 to resolve any disputes arising from the settlement of the above-
9 described action.

10 **IT IS SO STIPULATED.**

11
12 Dated: November 10, 2021

Respectfully submitted,
MOON & YANG, APC

13
14 By: 

Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiff

15
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17
18 Dated: November 10, 2021

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

19
20 By: 

Mitchell A. Wrosch
Natalie Hernandez
Attorneys for AUTISM LEARNING PARTNERS,
LLC

~~PROPOSED~~ ORDER AND JUDGMENT

Having considered the foregoing Stipulation, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set forth in the Settlement Agreement and Release of PAGA Claims attached as Exhibit “A” to the foregoing Stipulation.

2. The Settlement is hereby accepted and approved;

3. Plaintiffs and all PAGA Settlement Members shall have, by operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged the Released Parties from all Released Claims as follows:

Upon Effective Date, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing against Defendant and the Released Parties any Settled Claims during the Settlement Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement. It is understood and agreed that Aggrieved Employees shall not be afforded an opportunity to opt out of the Settlement or object to it. (Ex. A at ¶24)

“Effective Date” means the date upon which both of the following have occurred: (i) the Court, or other court assuming jurisdiction of this Action, enters the Order approving the Settlement, and (ii) the Court’s Judgment approving the settlement becomes Final. (Ex. A at ¶7)

“Settled Claims” means all claims for PAGA penalties based on the factual or legal theories that were alleged in the Complaint during the Settlement Period or reasonably could have been alleged against Defendant and Released Parties based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaint, including the: failure to pay wages; failure to pay overtime; failure to pay minimum wages; failure to provide and record meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to provide and maintain compliant wage statements; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to pay split-shift pay; failure to pay reporting time pay; failure to reimburse necessary business expenses; and any other claims or penalties under the wage and hour laws pleaded in the Action. (Ex. A at ¶12)

“Settlement Period” means the period from March 12, 2018, to the date of entry of the Order and Judgment. (Ex. A at ¶13)

1 “Released Parties” means Defendant and all of its past and present owners,
2 officers, directors, shareholders, employees, agents, assigns, attorneys, insurers,
3 brands and concepts, parent companies, subsidiaries, and affiliates, and their
respective predecessors, successors, assigns, and any individual or entity that
could be jointly liable with Defendant. (Ex. A at ¶10)

4 “Aggrieved Employees” means all individuals who are or previously were
5 employed by Defendant in the State of California and classified as non-exempt
6 employees at any time during the period from March 12, 2018 to the date of entry
of the Order and Judgment. (Ex. A at ¶6)

7 4. The Parties shall bear their own respective attorneys’ fees and costs, except as
8 otherwise provided for in the Settlement and approved by the Court.

9 5. The Settlement is not an admission by Defendant, nor is this Order a finding of the
10 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
11 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
12 may be used as an admission of any fault, wrongdoing, omission, concession, or liability
13 whatsoever by or against Defendant.

14 6. Defendant shall pay the PAGA Settlement Members, Plaintiffs’ Counsel, the Labor
15 and Workforce Development Agency (“LWDA”), and the Settlement Administrator pursuant to
16 the terms of the Settlement:

- 17 a. Actual administration costs of up to \$15,000.00, payable to the Settlement
18 Administrator for administration of the Settlement;
- 19 b. Attorneys’ fees to Plaintiffs’ Counsel in the amount of \$341,250.00;
- 20 c. Reimbursement for actual costs incurred by Plaintiffs’ Counsel, not to exceed
21 \$15,000.00;
- 22 d. \$10,000 to Plaintiff Luciane Brown and \$10,000 to Plaintiff Allison Johnson in
23 exchange for a general release with Civil Code section 1542 waiver; and
- 24 e. The remaining amount to the PAGA Fund, which shall be allocated as set forth in
25 Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25%
26 to the PAGA Settlement Members on a pro-rata basis. The Administrator will
27 cancel all checks that remain uncashed 180 days from the mailing date and
28

forward such amounts to the California State Controller's Office in the names of the PAGA Settlement Members who did not cash their check.

7. Defendant Autism Learning Services will contribute Nine Hundred and Seventy Five Thousand Dollars and Zero Cents (\$975,000.00) toward the Total Settlement Payment. Defendant shall deposit the Total Settlement Payment with the Settlement Administrator the later of fourteen (14) days following the Effective Date. (Ex. A at ¶22)

8. The Court hereby confirms Kane Moon, Allen Feghali, and Edwin Kamarzarian of Moon & Yang, APC as PAGA Counsel.

9. The Court finds that the fees requested by Plaintiffs' Counsel of thirty-five percent (35%) of the total settlement amount are reasonable, and the costs requested of up to \$15,000.00 are reasonable and necessary for the prosecution of this action. The Court hereby awards attorney's fees in the amount of \$341,250.00 and costs in the amount of \$12,694.57 to Plaintiffs' Counsel for their attorney's fees and costs. The payment of fess and costs to Plaintiffs' Counsel shall be made in accordance with the terms of the Settlement.

10. The Court approves distribution of the proposed letter attached to the stipulation as Exhibit "D" and to the Settlement Agreement to PAGA Settlement Members along with their respective settlement check.

11. This action is dismissed with prejudice.

12. Plaintiffs shall submit a copy of this Order and Judgment to the LWDA within ten (10) calendar days after entry of the Order and Judgment.

13. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this action, the Parties, and the PAGA Settlement Members to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and Judgment.

DATED: 01/12/2022



Steven J. Kleifield

HON. STEVEN J. KLEIFIELD

Steven J. Kleifield, Judge
JUDGE OF THE LOS ANGELES
COUNTY SUPERIOR COURT

EXHIBIT A

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*Attorneys for Defendant
 Autism Learning Partners, LLC*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

LUCIANE BROWN, individually, and on behalf
 of all others similarly situated,

Plaintiff,

vs.

AUTISM LEARNING PARTNERS, LLC, a
 limited liability company; and DOES 1 through
 10, inclusive,

Defendants.

Case No. 19STCV08022

PAGA SETTLEMENT AGREEMENT

[Assigned for all purposes to The Honorable
 Steven J. Kleifield, Dept. 57]

Action Filed: June 21, 2019
 Trial Date: April 11, 2022

1 **PAGA SETTLEMENT AGREEMENT**

2 Subject to Court approval by the Superior Court of the State of California for the County of Los
3 Angeless ("Court"), Plaintiffs Luciane Brown and Allison Johnson ("Plaintiffs") and Defendant Autism
4 Learning Partners, LLC ("Defendant") (collectively with Plaintiffs the "Parties"), hereby agree to the
5 following binding settlement ("Settlement" or "Settlement Agreement") of the action entitled *Luciane*
6 *Brown v. Autism Learning Partners, LLC.*, No. 19STCV08022 (Los Angeles County Superior Court) (the
7 "Action").

8 **RECITALS**

9 1. Plaintiff Luciane Brown filed this PAGA action in the Los Angeles County Superior Court
10 on March 8, 2019. On January 27, 2021, Plaintiff Luciane Brown filed the operative Second Amended
11 Complaint with Plaintiff Allison Johnson. The Court set a trial date for April 11, 2022.

12 2. In advance of the mediation that led to this settlement, the Parties engaged in extensive
13 discovery and investigation, including the production by Defendant of, among other things, a sample of time
14 and pay data for Aggrieved Employees; Defendant's labor policies and procedures pertaining to the claims
15 at issue; the number of potentially Aggrieved Employees; and the number of pay periods in controversy.

16 3. On July 29, 2021, the Parties participated in full-day mediation with Jeffrey Krivis, an
17 experienced mediator of wage and hour class actions and PAGA actions. Mr. Jeffrey Krivis helped to
18 manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides.
19 With Mr. Jeffrey Krivis' guidance, the Parties were eventually able to negotiate a complete settlement of
20 Plaintiffs' claims. The terms of the settlement are now set forth in complete and final form in the PAGA
21 Settlement Agreement. At all times, the Parties' negotiations were adversarial and non-collusive. The
22 Settlement therefore constitutes a fair, adequate, and reasonable compromise of the claims at issue.

23 4. The Parties and their counsel recognize the expense and length of continued proceedings
24 necessary to litigate the disputes through trial and through any possible appeals. The Parties have also taken
25 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
26 inherent in such litigation. The Parties and their counsel are aware of the burdens of proof necessary to
27 establish liability for the claims alleged, and the affirmative and other defenses asserted. Thus, reaching this
28 Settlement now has the potential for having a higher value today than it might have later if the litigation

1 were to continue. Based on the foregoing, Plaintiffs have determined that the settlement is fair and promotes
2 PAGA's objectives.

3 5. Labor Code section 2699(l)(2) provides that "[t]he superior court shall review and approve
4 any settlement of any civil action filed pursuant to this part." Accordingly, the Parties hereby seek approval
5 from this Court of the Settlement Agreement pursuant to California Labor Code section 2699(l)(2).

6 DEFINITIONS

7 The following definitions are applicable to this Settlement Agreement. Definitions contained
8 elsewhere in this Settlement Agreement will also be effective:

9 6. "Aggrieved Employees" means all individuals who are or previously were employed by
10 Defendant in the State of California and classified as a non-exempt employees at any time during the period
11 from March 12, 2018 to the date of entry of the Order and Judgment.

12 7. "Effective Date" means the date upon which both of the following have occurred: (i) the
13 Court, or other court assuming jurisdiction of this Action, enters the Order approving the Settlement, and (ii)
14 the Court's Judgment approving the Settlement becomes Final. "Final" shall mean the latest of: (i) if there
15 is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of
16 such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme
17 Court, or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari,
18 or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, (a) in the event the
19 Attorneys' Fees and Costs are not reduced and the Court makes no material alteration to the terms of this
20 Settlement Agreement, the date of entry of the Order and Judgment, or (b) in the event the Attorneys' Fees
21 and Costs are reduced and the Court makes a material alteration to the terms of this Settlement Agreement,
22 the expiration date of the time for filing or noticing any appeal of the Judgment.

23 8. "LWDA" means the California Labor and Workforce Development Agency.

24 9. "Plaintiffs' Counsel" means Moon & Yang, APC.

25 10. "Released Parties" means Defendant and all of its past and present owners, officers,
26 directors, shareholders, employees, agents, assigns, attorneys, insurers, brands and concepts, parent
27 companies, subsidiaries, and affiliates, and their respective predecessors, successors, assigns, and any
28 individual or entity that could be jointly liable with Defendant.

11. “Service Award” means the amount to be paid to Plaintiffs as payment for their service on behalf of the LWDA and Aggrieved Employees and for a general release of all claims arising out of their employment with Defendant.

12. “Settled Claims” means all claims for PAGA penalties based on the factual or legal theories that were alleged in the Complaint during the Settlement Period or reasonably could have been alleged against Defendant and Released Parties based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaint, including the: failure to pay wages; failure to pay overtime; failure to pay minimum wages; failure to provide and record meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to provide and maintain compliant wage statements; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to pay split-shift pay; failure to pay reporting time pay; failure to reimburse necessary business expenses; and any other claims or penalties under the wage and hour laws pleaded in the Action.

13. “Settlement Period” means the period from March 12, 2018, to the date of entry of the Order and Judgment.

TERMS

14. Maximum Settlement Amount. In consideration for Plaintiffs’ promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay a maximum amount of Nine Hundred and Seventy Five Thousand Dollars (\$975,000) (“Maximum Settlement Amount”), which represents the maximum amount payable in this Settlement by Defendant, and includes all attorneys’ fees, litigation costs and expenses, Service Awards, Settlement Administration Costs, any employer tax contributions or mandatory tax payments, and all payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Maximum Settlement Amount will be retained by, or revert to, Defendant.

15. Escalator Clause. In the event of an increase of pay periods by more than 10% from the original estimate of 144,636 pay periods during the Covered Period, the settlement amount shall be increased by the percentage that that actual number of pay periods exceeds a 10% increase from the original estimates. For example, if the pay periods are 10% larger, the settlement amount shall be increased by 1%

(the “Escalator Clause”). The Total Settlement Payment will not be reduced for any reason.

16. PAGA Penalties Fund. The PAGA Penalties Fund, approximately Five Hundred Eighty-Two Thousand Dollars (\$582,000.00), will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) (or approximately Four Hundred Thirty-Six Thousand and Five Hundred (\$436,500.00), of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) (or approximately One Hundred Forty-Five Thousand Five Hundred Dollars (\$145,500.00), will be paid to all Aggrieved Employees according to the following formula:

16(a) As provided for in Paragraph 20 below, Defendant will provide to the Settlement Administrator: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period. Based on this information, (ii) the Settlement Administrator shall calculate the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

16(b) To determine each Aggrieved Employee’s payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund ($\approx$ \$145,500.00) $\times$ [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period $\div$ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

16(c) The Settlement Administrator shall be responsible for calculating each Aggrieved Employee’s payment from the PAGA Penalties Fund, and Plaintiffs, Plaintiffs’ counsel, Defendant, and Defendant’s counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the PAGA Penalties Fund to Aggrieved Employees.

17. Attorneys’ Fees and Costs. In full satisfaction of all claims Plaintiffs may have for attorneys’ fees, and all out-of-pocket costs incurred and to be incurred by Plaintiffs’ Counsel in the Action,

1 including but not limited to fees and expenses of experts, investigation expenses, postage, telephone, and
2 photocopying charges, costs associated with documenting the Settlement, the Parties agree that Defendant
3 will pay Plaintiffs' Counsel a total of Three Hundred Forty-One Thousand Two Hundred and Fifty Dollars
4 (\$341,250.00) in attorneys' fees and no more than Fifteen Thousand Dollars (\$15,000.00) in litigation costs
5 and expenses ("Attorneys' Fees and Costs"). Any portion of the Attorneys' Fees and Costs not awarded to
6 Plaintiffs' Counsel will be added to the PAGA Penalties Fund. If the Court believes the attorneys' fee award
7 or costs award should be reduced, the other terms of the Settlement Agreement will remain in effect and any
8 such reduction will not affect the remaining terms, other than adjusting the PAGA Penalties Fund.

9 18. Service Awards. For a general release of all claims Plaintiffs may have against Defendant
10 and the Released Parties arising out of their employment, and for their service on behalf of the LWDA and
11 Aggrieved Employees, Defendant agrees to pay Plaintiffs the sum of Ten Thousand Dollars (\$10,000) each
12 for a total of \$20,0000 ("Service Awards"). Upon receipt of the Service Awards, Plaintiffs will be deemed
13 to have fully released and discharged Defendant and the Released Parties from any and all claims, demands,
14 obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted
15 against Defendant and the Released Parties arising out of, or relating to, Plaintiffs' employment with
16 Defendant or terminations thereof. This release is intended to have the broadest possible effect under the
17 law, and specifically includes any and all claims, demands, obligations and/or causes of action for wages,
18 damages, liquidated damages, benefits, fringes, equitable relief, restitution, penalties, interest, and attorneys'
19 fees and costs (except provided by the Settlement) relating to or in any way connected with the matters
20 referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly
21 described herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by
22 California Civil Code Section 1542, which provides:

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

28 If the Court believes the Service Award should be reduced, the other terms of the Settlement

Agreement will remain in effect and any such reduction will not affect the remaining terms, including Plaintiffs' general release of all known and unknown claims, other than adjusting the PAGA Penalties Fund.

19. Settlement Administration Costs. The Parties agree to retain Phoenix Settlement Administrators as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration Costs will be paid from the Maximum Settlement Amount. Based on the estimate that there are approximately Eight Thousand (8,000) Aggrieved Employees, Settlement Administration Costs are estimated at Sixteen Thousand Seven Hundred and Fifty Dollars (\$16,750). If the Court believes the Settlement Administration Costs should be reduced, the other terms of the Settlement Agreement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the PAGA Penalties Fund.

20. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment"). The res judicata effect of the Order and Judgment will be the same as that of a release of the Settlement Claims. It is understood and agreed that this Settlement does not release or waive individual claims by Aggrieved Employees against Defendant for any individual wage and hour claims, and that the Released Claims are limited to claims for civil penalties under PAGA, with the exception of the Plaintiffs, as explained in Paragraph 18.

21. List of Aggrieved Employees. Within fourteen (14) calendar days after the Effective Date, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments. The Settlement Administrator shall keep this list confidential, and the Aggrieved Employee List shall not be disclosed to Plaintiffs' Counsel, Plaintiffs, the LWDA, or any other Aggrieved Employees

without the express written consent of Defendant or by order of the Court.

22. Funding of the Settlement. Within fourteen (14) calendar days after the Effective Date, Defendant will deposit the Maximum Settlement Amount into the QSF to be established by the Settlement Administrator. Within seven (7) calendar days of the funding of the Settlement, the Settlement Administrator will calculate each Aggrieved Employee's payment from the PAGA Penalties Fund in accordance with Paragraph 14 above, and will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated payments to each Aggrieved Employee. The Settlement Administrator shall obtain approval from all counsel of the calculations before issuing any payments. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

23. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter which will be mutually approved by the parties. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the unclaimed property fund of The State Controller's Office in the name of the Aggrieved Employees who did not cash their settlement checks. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a Form 1099 will be issued.

24. Settled Claims. Upon Effective Date, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing against Defendant and the Released Parties any Settled Claims during the

1 Settlement Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any
2 individual wage and hour claims by virtue of this Settlement. It is understood and agreed that Aggrieved
3 Employees shall not be afforded an opportunity to opt out of the Settlement or object to it.

4 25. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
5 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
6 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
7 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
8 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to
9 which any Aggrieved Employee may be entitled under any benefit plans.

10 26. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
11 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
12 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
13 herein released and discharged.

14 27. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the
15 Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this
16 Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the
17 Parties will be returned to their original respective positions.

18 28. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will
19 have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the
20 terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may
21 be appropriate under court rules or as set forth in this Settlement.

22 29. Confidentiality. To permit judicial review and approval of the Settlement, Plaintiffs'
23 Counsel will file the Settlement with the Court and submit the Settlement to the LWDA as part of the
24 Parties' seeking Court approval of the Settlement, pursuant to Lab. Code § 2699(1)(2). Except to the extent
25 necessary to effectuate the Settlement or as required by court or legal process, Plaintiffs and Plaintiffs'
26 Counsel will keep the terms of this Settlement confidential. Neither Plaintiffs nor Plaintiffs' Counsel shall
27 issue a press release, hold a press conference, publish information about the Settlement on any website or
28 through any social media or otherwise publicize the Settlement or communicate its terms (including the

amount), unless ordered by the Court. However, Plaintiffs' Counsel may reference the Action by name and case number in a declaration establishing adequacy as class or representative counsel.

30. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

31. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

32. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

33. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

34. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

35. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

36. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length, non-collusive negotiations by experienced counsel. The Parties further

1 acknowledge that they are each represented by competent counsel and that they have had an opportunity to
2 consult with their counsel regarding the fairness and reasonableness of this Settlement.

3 37. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
4 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
5 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

6 38. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
7 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
8 with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

9 39. Captions. The captions and section numbers in this Settlement Agreement are inserted for
10 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
11 provisions of this Settlement Agreement.

12 40. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or
13 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
14 further waiver by such party of the same or any other condition, covenant, right or remedy.

15 41. Enforcement Action. In the event that one or more of the Parties institutes any legal action
16 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
17 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
18 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
19 fees incurred in connection with any enforcement actions.

20 42. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
21 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
22 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one
23 of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all
24 Parties have contributed to the preparation of this Settlement Agreement.

25 43. Representation By Counsel. The Parties acknowledge that they have been represented by
26 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
27 Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

28 44. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good

1 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
2 Agreement, including any motion to approve the Settlement Agreement.

3 45. Binding Agreement. The Parties warrant that they understand and have full authority to
4 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
5 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
6 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
7 under federal or state law.

8 46. Denial of Liability. The Parties expressly recognize that the making of this agreement does
9 not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Whether or
10 not the Court approves the Settlement, nothing in this Settlement, nor any action taken in implementation
11 thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued
12 or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing
13 constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
14 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
15 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
16 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its
17 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of
18 the Court entered into in connection therewith.

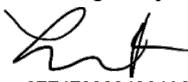
19 **READ CAREFULLY BEFORE SIGNING**

20 **PLAINTIFFS**

21 Dated: 11/2/2021
22 _____

Luciane Brown

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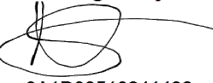


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23 Dated: 11/2/2021
24 _____

Allison Johnson

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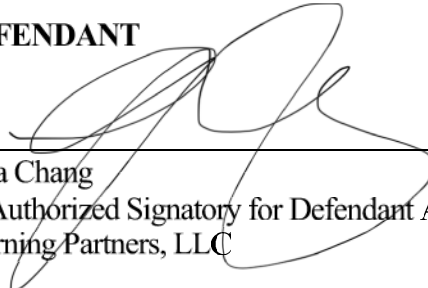
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Dated: November 3, 2021

DEFENDANT



Gina Chang
As Authorized Signatory for Defendant Autism
Learning Partners, LLC

APPROVED AS TO FORM

MOON & YANG, APC



Dated: November 2, 2021

Allen Feghali
Attorneys for Plaintiffs Luciane Brown and Allison
Johnson

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**



Dated: November 3, 2021

Mitchell Wrosch
Attorneys for Defendant Autism Learning Partners, LLC

EXHIBIT B

Activities Export

11/04/2021

4:34 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/04/2021	\$	Case Anywhere ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	120.00	-	120.00
08/03/2021	\$	Berger Consulting ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	1,437.50	-	1,437.50
05/07/2021	\$	Case Anywhere ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	126.00	-	126.00
02/12/2021	\$	LASC ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	7.26	-	7.26
02/05/2021	\$	Ace ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	39.75	-	39.75
02/01/2021	\$	Case Anywhere ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	126.00	-	126.00
01/27/2021	\$	LASC ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	27.81	-	27.81
01/22/2021	\$	Mediation fee (p) ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	8,000.00	-	8,000.00
11/10/2020	\$	Case Anywhere ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	120.00	-	120.00
							\$0.00 0.0h	\$12,694.57 0.0h

Activities Export

11/04/2021

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/26/2020	\$	LWDA ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	75.00	-	75.00
10/05/2020	\$	LACC ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	15.00	-	15.00
02/10/2020	\$	Case Anywhere ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	120.00	-	120.00
01/03/2020	\$	Case Anywhere ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	132.00	-	132.00
11/08/2019	\$	Case Anywhere ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	138.00	-	138.00
11/04/2019	\$	Parking ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	22.00	-	22.00
10/22/2019	\$	LASC ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	6.75	-	6.75
08/08/2019	\$	Case Anywhere ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	145.20	-	145.20
08/05/2019	\$	LASC ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	6.75	-	6.75
							\$0.00 0.0h	\$12,694.57 0.0h

Activities Export

11/04/2021

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/19/2019	\$	Journal ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	6.75	-	6.75
07/02/2019	\$	Parking ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	22.00	-	22.00
07/02/2019	\$	Parking ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	22.00	-	22.00
07/02/2019	\$	DDS ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	9.95	-	9.95
06/18/2019	\$	DDS ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	31.95	-	31.95
04/08/2019	\$	DDS ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	29.95	-	29.95
03/20/2019	\$	LWDA ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	75.00	-	75.00
03/19/2019	\$	DDS ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	64.85	-	64.85
03/13/2019	\$	USPS ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	7.10	-	7.10
							\$0.00 0.0h	\$12,694.57 0.0h

Activities Export

11/04/2021
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/12/2019	\$	LWDA ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	75.00	-	75.00
03/07/2019	\$	Admin fee ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	250.00	-	250.00
03/07/2019	\$	Complaint fee ● Unbilled	00825-Brown Brown v. Autism Learning Partners (ED)	Seung Yang	1.00	1,435.00	-	1,435.00
							\$0.00 0.0h	\$12,694.57 0.0h

EXHIBIT C



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

CASE ASSUMPTIONS

Class Members	8000
Total Claims Processed	8000
Subtotal Admin Only	\$16,750.00
Fixed Fee	\$16,750.00

For Scope of Estimate only

October 27, 2021

Case: Brown v. Autism Learning Partners - PAGA Settlement wLanguage

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Allen Feghali, Esq.
Firm: MOON & YANG, APC
Contact Number: (213) 232-3128
Email: allen.feghali@moonyanglaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 8000 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup/ NCOA (USPS)/Language Translation			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$95.00	1	\$95.00
Call Center & Long Distance	\$0.50	800	\$400.00
NCOA (USPS)	\$350.00	1	\$350.00
Language Translation	\$250.00	1	\$250.00
		Total	\$1,445.00

Data Merger & Scrub			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet/Check Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.04	8,000	\$320.00
		Total	\$695.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

Mailing and Case Management			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$100.00	3	\$300.00
QSF Bank Account Fees	\$75.00	3	\$225.00
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Setup Printing Notice & Check	\$100.00	3	\$300.00
Notice & Check	\$0.75	8,000	\$6,032.00
Estimated Postage (up to 2 oz.)*	\$0.56	8,000	\$4,480.00
Skip Tracing Undeliverables	\$0.75	800	\$600.00
Remail Notice and Checks Packets	\$0.75	800	\$600.00
Estimated Postage	\$0.56	800	\$448.00
Programming Undeliverables	\$75.00	3	\$225.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Annual Tax Reporting *	\$575.00	1	\$575.00
		Total	\$14,610.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$16,750.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are at \$10.00 per claim.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT D

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: LUCIANE BROWN and ALLISON JOHNSON, individually and on behalf of the State of California, as private attorneys general, Plaintiffs v. AUTISM LEARNING PARTNERS, LLC, Defendant, Los Angeles County Superior Court, Case No. 19STCV08022 filed on March 3, 2019 (the "Lawsuit")

[claims admin info]

A settlement has been reached in the above-referenced lawsuit.

On **XXXX**, the Los Angeles County Superior Court issued an Order approving the settlement of claims brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"). The Court approved a Settlement in the amount of \$975,000.00. After accounting for the Plaintiffs' attorney's fees of 35% and costs of up to \$15,000.00; payment to Plaintiffs in the amount of \$10,000.00 each for bringing this action in exchange for a general release, and settlement administration costs of up to \$40,000.00; the State of California will receive approximately \$419,062.50 (75% of the remaining settlement amount as required by law) and the eligible current and former employees of Autism Learning Partners, LLC ("Defendant") are receiving a pro rata share of the remaining approximately \$139,687.50 (25% of the PAGA Penalties) based upon the number of pay periods he/she worked for Defendant from March 12, 2018 through <<**date of approval**>>.

By way of this Settlement, Defendant has been released from any and all claims, demands, rights, liabilities, and/or causes of action for PAGA penalties pursuant to Labor Code Section 2698 *et seq.* that were or could have been brought by Plaintiffs based on the facts alleged in the lawsuit, any of the PAGA Members, or the State of California, including PAGA penalties for alleged violations of Labor Code §§ 201-203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and any category of violations identified in Labor Code § 2699.5. (The "PAGA Notice refers to the March 11, 2019 and October 15, 2020 letters Plaintiffs submitted to the Labor and Workforce Development Agency ("LWDA") giving notice of his intent to pursue a representative PAGA action, on behalf of themselves and the State of California as well as on behalf of other aggrieved employees.) This includes, the failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to reimburse necessary business expenses, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements and unfair business practices. Defendant denies any liability or wrongdoing and contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the Lawsuit is without merit.

You are receiving money under the Settlement because you are or were an employee of Defendant within the State of California who worked one or more pay periods from March 12, 2018 through <<**date of approval**>>. Your settlement amount is <<**\$ Amount**>>. Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the State of California Unclaimed Property Fund in your name. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above. However, nothing in this Lawsuit releases your individual claims.**

Questions About The Settlement:

Kane Moon, Esq.
Allen Feghali, Esq.
MOON & YANG, APC
1055 W. 7th Street, Suite 1880
Los Angeles, CA 90017
Telephone: (213) 232-3128

Questions About Your Check or Address Information:

ILYM Group, Inc.
[INSERT CONTACT INFORMATION]

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880,
7 Los Angeles, California 90017. On November 10, 2021, I served the foregoing document
8 described as:

9 **STIPULATION OF SETTLEMENT AND [PROPOSED] ORDER APPROVING**
10 **SETTLEMENT OF PLAINTIFFS' CLAIMS FOR CIVIL PENALTIES UNDER PAGA**

11 X by E-mailing ___ the original X a true copy to the following:

12 Mitchell A. Wrosch (SBN 262230)
13 Natalie Hernandez (SBN 289350)
14 **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**
15 Park Tower
16 695 Town Center Drive, Suite 1500
17 Costa Mesa, CA 92626
18 Telephone: (714) 800-7900
19 Facsimile: (714) 754-1298

20 *Attorneys for Defendant Autism Learning Partners, LLC*

21 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
22 accept electronic service, I caused the documents to be sent to the persons at the electronic
23 service addresses listed above via third-party cloud service **CASEANYWHERE**.

24 X (State) I declare under penalty of perjury under the laws of the State of
25 California that the above is true and correct.

26 Executed on November 10, 2021, at Los Angeles, California.

27 Jessica Reyes Flores

28 Name

Signature

P