

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement is entered into by and between Plaintiff Evi Herrera Orantes, individually and on behalf of all others similarly situated, and Defendant International School of Los Angeles – Lycee International De Los Angeles, and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court’s approval.

A. Definitions

1. “Action” or “Lawsuit” means the Complaint and the First Amended Complaint filed by Plaintiff Evi Herrera Orantes entitled *Orantes v. International School of Los Angeles - Lycee International De Los Angeles*, Case No. 21STCV41101, filed in the Los Angeles County Superior Court..

2. “PAGA Employees” include all non-exempt employees who work or worked for Defendant in California from September 3, 2020 until the date that the Court grants preliminary approval of the settlement.

3. “Agreement,” “Settlement Agreement,” “Settlement,” or “Stipulation” shall mean this Class Action and PAGA Settlement Agreement, including any attached Exhibits.

4. “Class Claims” or “Released Class Claims” include all claims that were alleged in the Action and all claims that could have been alleged in the Action based on the facts, Labor Codes, Wage Orders and Business and Professions Codes alleged therein, including all claims that were alleged in Plaintiff’s PAGA Notice dated September 20, 2021, claims for failure to pay minimum wages, failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, failure to pay all sick time wages, meal and rest break violations, failure to pay premium pay penalties, failure to provide accurate itemized wage statements, failure to timely pay all wages during employment and upon separation of employment, failure to reimburse for business expenses, and unfair and unlawful business practices, including, but not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest, fees, costs.

5. “Class Counsel” refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and

Jake Finkel of The Finkel Firm.

6. “Class Data” means information regarding Settlement Class Members compiled from Defendant’s records and provided to the Settlement Administrator in a Microsoft Excel Spreadsheet, including each Settlement Class Member’s full name; last known address; Social Security Number; dates of employment; and additional information sufficient for the Settlement Administrator to determine the number of Eligible Workweeks worked as non-exempt or hourly employees of Defendant during the Class Period and the PAGA Period for each Settlement Class Member. At no time during the Settlement process will any Class Member’s address, Social Security number, or telephone number be filed with the Court, except under seal as may be ordered.

7. “Class Period” and “Class Release Period” shall mean November 8, 2017, until the date that the Court grants preliminary approval of the settlement,.

8. “Class Representative” or “Plaintiff” means and refers to Evi Herrera Orantes.

9. “Complaint” refers to collectively the Complaint filed on November 8, 2021 and the First Amended Complaint filed on August 17, 2023 pursuant to Paragraph 49 below, in Los Angeles County Superior Court action entitled *Orantes v. International School of Los Angeles – Lycee International De Los Angeles*, Case No. 21STCV41101.

10. “Court” means the California Superior Court, County of Los Angeles, or any Court of competent jurisdiction.

11. “Defendant” means and refers to International School of Los Angeles – Lycee International De Los Angeles.

12. “Defendant’s Counsel” or “Defense Counsel” means and refers to Sue Bendavid of Lewitt Hackman, Shapiro, Marshall & Harlan.

13. “Effective Date” means the date when all of the following events have occurred: (1) the Agreement has been executed by all Parties, Class Counsel and Defendant’s Counsel; (2) the Court has entered an order granting preliminary approval to the Agreement; (3) the Notice has been given to the putative members of the Settlement Class, providing them with an opportunity to object to the terms of this Agreement or opt out of the Class Claims portion of

the settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment certifying the Settlement Class and approving the Agreement; and (5) five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's final Order approving the Agreement has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's final Order approving the Agreement has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the Agreement has been finally and conclusively dismissed with no right to pursue further remedies or relief. "Final" means that the Settlement has been granted "Final Approval" by the Court and the "Effective Date" has occurred.

14. "Final Approval" refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Settlement on substantially the same terms provided herein or as may be modified by subsequent agreement of the Parties or order of the Court.

15. "Final Settlement Class" means, collectively, all Participating Class Members (defined in Paragraph 26, *infra*) and all PAGA Employees (defined in Paragraph 2, *supra*).

16. "First Amended Complaint" means the First Amended Complaint Plaintiff filed on August 17, 2023.

17. "Individual Settlement Amount" shall have the meaning ascribed to it in Paragraph 50(d) below.

18. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 50(c) below.

19. "Notice" means the notice of settlement of class action and PAGA settlement that will be sent to the Settlement Class Members.

20. "Notice Response Deadline" is 45 calendar days from the date the Notice is mailed to the Settlement Class Members.

21. "Objecting Settlement Class Member" means a Settlement Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with

respect to the Class Claims pursuant to Paragraph 72(a) below.

22. "PAGA" shall refer to the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698–2699.5.

23. "PAGA Claims" or "Released PAGA Claims" include any and all claims for civil penalties pursuant to PAGA based on the Labor Codes cited in, and allegations stated in the PAGA Notice and any and all claims that were or could have been pled in the Action based on the facts, Labor Codes, Wage Orders and Business & Professions Codes alleged therein, including without limitation, claims for failure to pay minimum wages, failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, failure to pay sick time wages, meal and rest break violations, failure to pay premium pay penalties, failure to maintain accurate records, failure to provide accurate itemized wage statements, failure to timely pay all wages during employment and upon separation of employment, and failure to reimburse for business expenses incurred.

24. "PAGA Notice" shall refer to the notices sent by Plaintiff, by and through counsel, to the Labor Workforce Development Agency ("LWDA") and to Defendant, alleging that Defendant engaged in violations of the California Labor Code and California Wage Order(s).

25. "PAGA Period" and "PAGA Release Period" shall mean September 3, 2020 until date that the Court grants preliminary approval of the settlement.

26. "Participating Class Member" means any and all Settlement Class Members who do not opt-out of the settlement of the Class Claims by submitting timely valid Requests for Exclusion.

27. "Parties" or "Settling Parties" mean Plaintiff, the Settlement Class Members, the PAGA Employees, and Defendant, collectively.

28. "Preliminary Approval Date" means the date the Court preliminarily approves the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

29. "Preliminary Approval Order" means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement

and providing for the issuance of the Notice to the Settlement Class Members, an opportunity to opt out of settlement of the Class Claims, an opportunity to submit timely objections to the terms of this Settlement related to the Class Claims, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs.

30. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code Section 468.

31. "Release" shall mean the release and discharge of the Class Claims by Plaintiff and all of the Participating Class Members and the release and discharge of the PAGA Claims by Plaintiff and all of the PAGA Employees.

32. "Released Parties" shall refer to Defendant and all its past, present, and/or future, parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, members, trustees, board members, employees, agents, attorneys, insurers, charitable organizations, operators, partners, attorneys, successors and assigns, and any individual or entity which could be liable for any of the Released Class Claims or Released Class Claims, and Defendant's counsel of record in the Action.

33. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 72(a) below.

34. "Service Payment" or "Service Award" means the amount approved by the Court to be paid to Class Representative of up to Ten Thousand Dollars (\$10,000.00), in addition to his Individual Settlement Amount as a Participating Class Member.

35. "Settlement Administration Costs" means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount.

36. “Settlement Administrator” means and refers to ILYM Group, Inc., which the Parties have mutually agreed will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement. The Parties, Class Counsel, and Defendant’s Counsel each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

37. “Settlement Amount” or “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph 50(a) below.

38. “Settlement Class Member” or “Class Member” refers to individual members of the Settlement Class.

39. “Settlement Class” and “Settlement Class Members” refers to all persons who are or were previously employed by Defendant in California classified as a non-exempt employee during the Class Period.

40. “Workweeks Worked” for each Settlement Class Member and Aggrieved Employee means any workweek during the Class Period and/or the PAGA Period, as applicable, in which the Settlement Class Member and/or PAGA Employee was employed by Defendant as a non-exempt employee in California. Workweeks Worked will be calculated by the Settlement Administrator based on Defendant’s business records. Defendant and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator’s work. Defendant and Defendant’s Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual Settlement Payments, Individual PAGA Payments, or any other distribution of monies contemplated by this Settlement Agreement.

B. General Terms

41. On or about September 3, 2021, Plaintiff filed a PAGA Notice with the State of California Labor & Workforce Development Agency (“LWDA”). On or about November 8, 2021, Plaintiff filed a representative PAGA action complaint in the Court against Defendant, which included allegations of various wage and hour violations.

42. On August 17, 2023 Plaintiff filed a First Amended Complaint to add class claims based on the underlying Labor Code violations asserted in the PAGA Notice and initial complaint filed on November 8, 2021.

43. Defendant denies Plaintiff's claims and allegations and contends that the Action is not suitable for class certification and/or representative treatment.

44. Class Representative believes he can proceed with his class and representative claims, that the Action is meritorious, and that class certification is appropriate.

45. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting extensive exchange of informal discovery, including Defendant's written policies and practices and the production of payroll and timekeeping records for Settlement Class Members and PAGA Employees. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class Members and PAGA Employees. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

46. On June 5, 2023, the Parties participated in mediation before Jeffrey P. Fuchsman, a highly experienced class action mediator. After a full-day mediation, and an issuance of a mediator's proposal, the Parties reached a settlement. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties supervised by a highly experienced class action mediator. This Agreement represents a compromise and settlement of highly disputed claims, and is intended to settle, compromise and discharge the Released Claims against the Released Parties fully, finally, and forever.

47. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action. The Parties further agree that this Settlement Agreement cannot be used to support any claim for subsequent violation penalties under the PAGA.

48. Stipulation for Class Certification and Representative Treatment. For settlement purposes only, Defendant will stipulate that the Settlement Class Members described herein who do not Request Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the PAGA Employees are appropriate for representative treatment for purposes of settlement. This stipulation to certification and representative treatment is in no way an admission that class action certification and/or representative treatment is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification and/or representative treatment would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it will continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification and representative treatment and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

49. First Amended Complaint: On August 17, 2023, Plaintiff filed a First Amended Complaint. Plaintiff agrees that Defendant will have no obligation to file a responsive pleading to the First Amended Complaint, and that Plaintiff will not seek entry of a default judgment in the event Defendant does not file a responsive pleading by the applicable deadline.

50. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for Three Hundred Fifty-Eight Thousand Dollars (\$358,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is the maximum amount that will be paid by Defendant, and includes Individual Settlement Amounts (as defined below in subparagraph (d) to this Paragraph), attorneys' fees of Class Counsel of up to one third of the Settlement Amount (\$119,333.33), Plaintiff's reasonable litigation costs and expenses not to exceed Fifteen Thousand Dollars (\$15,000.00), the Service Payment to Class Representative of up to Ten Thousand Dollars (\$10,000.00), all Settlement Administration Costs, and payment to the PAGA Penalty Fund of Twenty Thousand Dollars (\$20,000.00) allocated as follows: 75% to the LWDA and 25% to PAGA Employees. Defendant shall separately pay the employers' share of applicable payroll taxes.

(b) The Gross Settlement Amount is based on Defendant's estimate that there are 13,783 work weeks worked during the period July 20, 2018 to June 2, 2023. If the actual number of work weeks worked increases by more than 10 % during the July 20, 2018 to June 2, 2023 period (i.e., more than 15,161 work weeks total), the Gross Settlement Amount will increase by 1 % for every 1 % increase over the 10 % threshold.

(c) Net Settlement Amount: The "Net Settlement Amount" is defined as the Gross Settlement Amount less attorneys' fees and litigation costs as approved and awarded by the Court, the Service Payment to Class Representative as approved and awarded by the Court, the Settlement Administration Costs as approved and awarded by the Court, and the Twenty Thousand Dollars (\$20,000) allocated to payment for PAGA penalties as described in paragraph 50(d) below. In the event that the Court reduces the attorneys' fees and litigation costs or Service Awards, Settlement Administration Costs, or either increases or decreases the amount allocated to PAGA penalties, the Net Settlement Sum shall be increased or decreased accordingly.

(d) Individual Settlement Amounts for the Settlement Class: The Settlement Administrator will use the Class Data provided by Defendant to calculate each Participating Class Member's and PAGA Employee's Individual Settlement Amounts based on the following

formula:

i. PAGA Amount: Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount has been designated to the PAGA claims. Twenty-five percent (25%) or Five Thousand Dollars (\$5,000), shall be paid out to PAGA Employees, while seventy-five percent (75%) or Fifteen Thousand Dollars (\$15,000), will be paid to the LWDA. Each PAGA Employee shall receive a portion of the Five Thousand Dollars (\$5,000) proportionate to the number of Workweeks worked by the PAGA Employee during the PAGA Period compared to the total number of Workweeks Worked by all PAGA Employees during the PAGA Period. All PAGA Employees will be entitled to payment for at least one Workweek. PAGA Employees shall have their settlement amount for the Released PAGA claims paid one hundred percent (100%) as civil penalties for which no taxes will be withheld and for which a Form 1099 will be issued by the Settlement Administrator.

ii. Class Amount: The Net Settlement Amount shall be allocated to each Participating Class Member based on his/her/their proportionate Workweeks Worked during the Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's total Workweeks Worked during the Class Period, and the denominator of which is the total Workweeks Worked by all Participating Class Members during the Class Period. All Participating Class Members will be entitled to payment for at least one Workweek. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount allocated toward Released Class Claims.

(e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts will be allocated for tax purposes based on the allegations in the Action as follows: twenty percent (20%) will be paid as wages subject to withholding of all applicable local, state, and federal taxes; and eighty percent (80%) will be paid as interest and penalties from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class

Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

(f) Service Payment to Class Representative: The amount awarded to Class Representative as a Service Payment will be set by the Court in its discretion, not to exceed Ten Thousand Dollars (\$10,000). Defendant agrees not to oppose this request. The Service Payment to Class Representative will be paid out of the Gross Settlement Amount. Class Representative will be issued IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount awarded by the Court as the Service Payment to Plaintiff less than the requested amount shall not be a basis for Plaintiff or Class Counsel to void this Agreement. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. In the event of any appeal of the amount of the service awards (if any) approved by the Court after the exhaustion of any such appellate review, additional amounts not awarded to Class Representative shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(g) Attorneys' Fees and Costs: Defendant agrees not to oppose a request by Class Counsel to the Court for an award of attorneys' fees of up to one-third (33.33%) of the Gross Settlement Amount (approximately One Hundred Nineteen Thousand Three Hundred Thirty Three Dollars and 33 Cents (\$119,333.33), plus reasonable litigation costs not to exceed Fifteen Thousand Dollars (\$15,000.00) ("Attorneys' Fees and Cost Award"). The Attorneys' Fee and Cost Award shall be paid from the Gross Settlement Amount, and except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. In the event of any appeal of the amount of the awards of attorneys' fees and costs (if any) approved by the Court, final funding and administration of the portion of the attorneys' fees and/or costs

award in dispute will be segregated and stayed pending the exhaustion of appellate review. If, after the exhaustion of any such appellate review, additional amounts not awarded as attorneys' fees and costs shall be added to the Net Settlement Amount to be distributed to the Participating Class Members and/or PAGA Employees. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court. Class Counsel agrees that any allocation of fees between or among Class Counsel and any other attorney representing or claiming to represent the Class Members shall be the sole responsibility of Class Counsel. Class Counsel represent that they do not represent any current or former employee of Defendant, other than Plaintiff.

(h) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Gross Settlement Amount, not to exceed \$6,000 subject to Court approval, unless approved by all Parties and the Court.

(j) Tax Liability: Class Counsel, Defendant, and Defendant's Counsel make no representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or representation by Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiff, Final Settlement Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Settlement Amounts described herein. Income tax withholding will also be made pursuant to applicable federal, state, and/or local withholding codes or regulations on the wage portion of the settlement. 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, are 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.

(k) No Tax Advice: Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department

Circular 230 (31 CFR Part 10, as amended) or otherwise.

51. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under no circumstances will any portion of the Gross Settlement Amount revert to Defendant. Final Settlement Class Members will not have to make a claim to receive an Individual Settlement Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to each Final Settlement Class Member. The Settlement Administrator shall be responsible for accurately and timely reporting any remittance obligations with respect to unclaimed funds as a result of a Final Settlement Class Member not cashing an Individual Settlement Amount by the check cashing deadline, as set forth herein. All funds remaining from uncashed checks after distribution shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq., for the benefit of those who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as all payments to the Participating Class Members will be paid out, whether or not these individuals cash their Settlement Checks. Therefore, Defendant will not be required to pay any interest on such amounts.

52. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and adequate, and will so represent same to the Court.

D. Release by Plaintiff and the Final Settlement Class

53. Upon the Effective Date of this Settlement, Plaintiff and each Participating Class Member, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Release Period.

54. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

55. Upon the Effective Date of this Settlement, Plaintiff, the LWDA, and each

PAGA Employee, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Release Period. The Parties agree that there is no statutory right for any PAGA Employee to opt out or object to the PAGA Amount or the associated release of the Released PAGA Claims.

56. Each PAGA Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.

57. Plaintiff and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released Class Claims. The Settlement Class Members shall be so notified in the Notice. This paragraph does not apply to any Settlement Class Member who timely and validly opt out of the Settlement for purposes of Class Claims.

58. Plaintiff and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the PAGA Employees and the LWDA to obtain a recovery based on, arising out of, and/or related to any and all of the Released PAGA Claims. The PAGA Employees and the LWDA shall be so notified in the Notice.

59. Class Representative, on behalf of himself and the Participating Settlement Class Members, acknowledges and agrees that the Class Claims or Released Class Claims are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to him. Class Representative, on behalf of himself and the Participating Settlement Class Members, acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

E. Release by Class Representative

60. As a material inducement to Defendant to enter into this Settlement Agreement, in addition to Class Representative's release of the Released Class Claims and Released PAGA Claims, as discussed above, Class Representative does hereby, for himself and for his spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, forever completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including for back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, or relating to Class Representative's employment with Defendant or the remuneration for or termination of such employment (collectively, the "Class Representative's Claims").

61. Without limiting the generality of the foregoing, Class Representative also expressly releases any and all claims or rights whatsoever against Released Parties, including, but not limited to, all claims arising out of or relating to alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including but not limited to, negligence, fraud, misrepresentation and violation of California Labor Code Section 970, negligent infliction of emotional distress, intentional infliction of emotional distress, defamation, "retaliation" claims and claims for violation of public policy, any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages,

unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and alleged “off the clock” work under federal and state law, including, but not limited to, California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section 203, damages, or penalties pursuant to California Labor Code Section 226, meal period and rest break payments and penalties pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections 210, failure to indemnify for business expenses pursuant to Labor Code Section 2802, failure to provide one day of rest in seven pursuant to California Labor Code Sections 551 and 552, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200 *et seq.*, interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys’ fees and costs, including those pursuant to California Labor Code Section 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code Section 2699 *et seq.*, and the alleged violation or breach of any other state, federal, or local statute, rule, ordinance, and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs, or attorneys’ fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any “wrongful discharge,” “constructive discharge,” and “retaliation” claims; any claims relating to any breach of public policy; any legal restrictions on Defendant’s right to discharge employees; and any federal, state, local, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) and California Labor Code 1197.5 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government

Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, marital status, sex (including pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code § 12945.1 *et seq.* (family/medical leave); (8) California Labor Code, including Section 1720 *et seq.*, or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (12) the Fair Labor Standards Act; (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits); (14) the California Civil Code; (15) the California Labor Code; (16) the California Constitution; (17) the National Labor Relations Act; and (18) any other federal, state, or local statute or legislation.

62. Class Representative expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542 ("Section 1542") and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 states:

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

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Class Representative, and Class Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Class Representative knew of, as well as all claims that he does not know or suspect to exist in his favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Agreement, and that this Agreement contemplates the extinguishment of any such Class Representative's claims.

F. Interim Stay of Proceedings

63. Pending completion of all of the prerequisites necessary to effectuate this Settlement, including amending the operative complaint, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement, including amending the Complaint as discussed above.

G. Notice Process

64. Appointment of Settlement Administrator. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Amounts, drafting and mailing the settlement checks to Final Settlement Class Members, issuing Forms W-2 and 1099, calculating payroll taxes, reporting to taxing authorities, due diligence, reporting and remittance obligations, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

65. Disputes Regarding Settlement Administration. Any and all disputes relating to administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiff, Final Settlement Class Members, and Class Counsel any Forms W-2, Forms 1099, or other Tax Forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

66. Class Data. Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will not be provided to Plaintiff or Class Counsel and it will remain confidential, it shall be used solely to administer the Settlement, and it will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

67. Notice. The Notice, as approved by the Court, shall be sent by the Settlement Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within fourteen (14) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Settlement Class Members if any envelopes are returned.

68. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Settlement Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. 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, and/or Social Security number of the Class Member involved and will then perform a single re-mailing. In the event the procedures in this Paragraph are followed and the intended recipient of a Notice Packet still does not receive the Notice Packet, the Class Member shall be bound by all terms of the Settlement and any Judgment entered by the Court if the Settlement is approved by the Court. Notices will be re-mailed to any Settlement Class Member for whom an updated address is located within five (5) calendar days following both the Settlement Administrator learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except that it shall notify the Settlement Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Notice Response Deadline or ten (10) days after the remailing of

the Notice.

69. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Settlement Class Member received the Notice.

70. Disputes Regarding Class Data. Settlement Class Members are deemed to participate in the Settlement unless they opt-out. The Notice will inform Settlement Class Members of his/her/their estimated Individual Settlement Amount and the number of Workweeks Worked during the Class Period and Workweeks Worked during the PAGA Period. Settlement Class Members may dispute their Workweeks if they feel they were employed more workweeks in the Class Period or more workweeks in the PAGA Period in California than Defendant's records show by timely submitting evidence to the Settlement Administrator by the Notice Response Deadline. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Workweeks Worked and estimated Individual Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. All disputes will be decided within fourteen (14) days of the Notice Response Deadline. Settlement Class Members will have until the Notice Response Deadline to dispute Workweeks Worked, object, or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Workweeks Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no event will Defendant be required to increase the Gross Settlement Amount. All requests to opt out or disputes regarding Workweeks Worked must be sent by Settlement Class Members on or before the Notice Response Deadline. The Settlement Administrator will have no obligation to accept requests to opt out or disputes regarding Workweeks Worked that are not postmarked on or before the Notice Response Deadline.

71. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

72. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Settlement related to the Class Claims, and the ability to opt out or request exclusion from the Class Claims provisions of the Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Class Claims provisions of the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Participating Settlement Class. Any Settlement Class Member, other than Plaintiff, may request to be excluded from the Participating Settlement Class by submitting their written "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion shall state in words to this effect: "I wish to be excluded from the settlement class in the International School of Los Angeles – Lycee International De Los Angeles lawsuit. I understand that if I ask to be excluded from the settlement class, I will not receive any money from the settlement of the class claims in this lawsuit." Any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement with respect to Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the Class Claims. However, to the extent the Settlement Class Member requesting exclusion is also a PAGA

Employee, the PAGA Employee will continue to receive any payments under this Agreement with respect to the PAGA Claims and remain bound by the corresponding release of the Released PAGA Claims.

If a Settlement Class Member's Request for Exclusion is defective under the requirements of this Agreement, that Settlement Class Member will be given an opportunity to cure the defects, as follows: (i) the Settlement Administrator will mail the Settlement Class Member a cure letter within seven (7) days of receiving the defective Request for Exclusion to advise the Settlement Class Member that his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid; (ii) the Settlement Class Member will have until either the Response Deadline or seven (7) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely and invalid.

(b) Binding Effect on Final Settlement Class Members. Except for those Settlement Class Members who exclude themselves in compliance with the procedures set forth above, all Settlement Class Members will: (i) be deemed to be Final Settlement Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement of Class Claims. Any Settlement Class Member, other than Plaintiff, may object to the terms of this Agreement with respect to the Class Claims and may appear at the Final Approval Hearing and object whether or not they have filed a written objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the full name, address, telephone number, dates of employment with Defendant of the Objecting Settlement Class Member, the case name and number, the basis for the objection, including any

legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his/her/their counsel. If any Objecting Settlement Class Member wishes to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting Settlement Class Member's written submission should include a request to be heard, and the Court will determine whether Objecting Settlement Class Members will be permitted to speak. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence and file it with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiff and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure Section 663. Settlement Class Members and PAGA Employees may not object to or opt out of the Settlement with respect to the PAGA Claims. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Judgment. To the extent a timely Notice of Objection is withdrawn before final approval, such an objection shall be treated as though no objection has been made.

(d) Failure to Object. Any Settlement Class Member who desires to object with respect to the Class Claims but fails to timely submit a written objection waives any right to object will be foreclosed from making any objection to this Settlement. Any Settlement Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure Section 473,

and extraordinary writs.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by Objecting Settlement Class Members at least five (5) court days before the date of the Final Approval Hearing.

73. Settlement Class Members will have until the Notice Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel what objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

74. Funding of the Settlement Amount. Defendant shall make a one-time deposit into the QSF of the Gross Settlement Amount, as described in Paragraph 50(a) that is necessary to make all payments required under this Settlement, within ten (10) days after the Effective Date, plus Defendant shall separately pay its share of employer payroll taxes as calculated and directed by the Settlement Administrator.

75. Distribution of Funds. No later than seven (7) calendar days after deposit of the payment into the QSF, the Settlement Administrator will mail the payments to the Participating Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service Payment to the Class Representatives, the payment to the LWDA for PAGA penalties, and will pay itself the Settlement Administration Costs.

76. Deadline for Cashing Settlement Checks. Final Settlement Class Members shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any Final Settlement Class Member's check is not cashed within that period, the check will be void and a stop-payment will be issued. As stated more fully above, all unclaimed funds shall be sent to the California Unclaimed Property Fund in the name of the class member. The release will be binding upon all Final Settlement Class Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate

the individual. If a new address is located by these means, the Administrator will have fourteen (14) days to re-issue the check and will notify Defense Counsel and Class Counsel that a re-issued check has been sent. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Final Settlement Class Member notifies the Settlement Administrator that he/she/they believe that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

77. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

78. Without prejudice to any other remedies, the Settlement Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Settlement Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

H. Duties of the Parties Prior to the Court's Approval

79. Within 30 days of execution of this Agreement, Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable, and adequate as to the Class Members and a hearing on fees, costs, and the Service Payment;

(b) Approving as to form and content the proposed Notice;

(c) Directing the mailing of the Notice by first class mail to the Settlement Class Members;

(d) Preliminarily approving this Settlement; and

(e) Preliminarily certifying the class for purposes of this Settlement.

80. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit this Settlement Agreement, and will include the proposed Notice Packet, which will include the Notice of Class Action Settlement document and proposed Mailing Envelope.

81. In accordance with Section 2699(1)(2) of the California Labor Code, Plaintiff shall provide a copy of this Settlement Agreement to the LWDA on the same day that Plaintiff files his motion for Preliminary Approval of this Settlement with the Court

82. The proposed preliminary approval order is to be mutually agreed upon by the Parties prior to Plaintiff presenting the order to the Court. Plaintiff will also provide Defendant with the opportunity to review and comment upon drafts of all other pleadings to be filed in connection with the Motion for Preliminary Approval (e.g., notice of motion, memorandum of points and authorities, declarations) at least five (5) business days prior to filing such motion with the Court.

83. Reallocation of Settlement Proceeds. In the event the Court fails, on its first hearing, to approve this Agreement then the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within this Agreement, to try to achieve Final Approval of the Agreement upon any subsequent Court hearings.

I. Duties of the Parties Following Court's Final Approval

84. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the

settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties and permanently barring all PAGA Employees and the LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

(d) The proposed final approval order and judgement are to be mutually agreed upon by the Parties prior to Plaintiff presenting the order and judgment to the Court. Plaintiff will also provide Defendant with the opportunity to review and comment upon drafts of all other pleadings to be filed in connection with the Motion for Final Approval (e.g., notice of motion, memorandum of points and authorities, declarations) at least five (5) business days prior to filing such motion with the Court.

J. Voiding the Agreement

85. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered void and unenforceable as to all Parties herein at the option of either Party.

86. If five percent (5%) or more of the Settlement Class Members timely submit a Request for Exclusion and/or if the combined workweeks worked by Settlement Class Members who timely exclude themselves amounts to more than ten percent (10%) of the total workweeks worked by all Settlement Class Members, Defendant shall have the option, in the exercise of its sole discretion, of terminating or modifying this Agreement without prejudice to its pre-settlement positions and defenses in the Action. If Defendant exercises such option under this paragraph, it shall be relieved of any obligation to pay the Settlement Amount or any other obligations from the Settlement by giving notice to Plaintiff's Counsel and the Settlement Administrator within ten (10) days following Defendant's receipt of notice from the Settlement Administrator confirming that 5% or more of the Settlement Class Members have opted out and/or that the combined workweeks worked by Settlement Class Members who timely exclude themselves amounts to more than 10% of the total workweeks worked by all Class Members.

87. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

88. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff.

K. Other Terms

89. Full and Complete Defense. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Claim.

90. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

91. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

92. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement and the final entry of judgment.

93. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged by this Settlement Agreement.

94. No Admission. Defendant denies any and all liability to Plaintiff and/or any Settlement Class Member in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Defendant further denies that this Action is appropriate for class or representative treatment. Nonetheless, Defendant wishes to settle and compromise to avoid further substantial expense and the inconvenience and distraction of protracted litigation. Defendant also has taken into account the uncertainty and risks inherent in any litigation, and without conceding any infirmity in the defenses that they have asserted or could assert against Plaintiff, have determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

95. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code Section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

96. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class Members and PAGA Employees (with courtesy copies to counsel via email):

Mehrdad Bokhour
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

To Defendant:

Sue M. Bendavid
sbendavid@lewithhackman.com
16633 Ventura Blvd., 11th Floor
Encino, California 91436
Tel: (818) 990-2120; Fax: (818) 981-4764

97. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

98. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

99. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

100. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant agree to seek the help of the mediator identified in this Agreement to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs..

101. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure Section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this Agreement.

102. Enforceability. Pursuant to California Evidence Code Section 1123(a) and (b), this Agreement is intended by the Parties to be, and shall be, enforceable, binding and admissible in a court of law.

103. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

104. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

105. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

106. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Final Class Member execute this Settlement Agreement. The Notice will advise all

Settlement Class Members of the binding nature of the releases provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Final Settlement Class Member.

107. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this Settlement Agreement, he will be bound by the terms herein, including the general release described in Paragraphs 60 to 62 above. Plaintiff further agrees that, upon signing this Settlement Agreement, he will not request to be excluded from this Settlement and that any such request for exclusion by Plaintiff will be void and of no force or effect.

108. No Media. Plaintiff and Class Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, post any new material on any internet websites, or have any communication with the press about the Action, and/or the fact, amount, or terms of the Settlement, including but not limited to postings on Class Counsel's website and postings on any social media sites/outlets. Further, Class Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships. Plaintiff and Class Counsel will not initiate any contact with the Class Members or anyone else about the Settlement, except that: (a) Class Counsel, if contacted by a Class Member, may respond that a settlement has been reached and that the details will be communicated in a forthcoming Court-approved notice; and (b) Plaintiff, if contacted by a Settlement Class Member or PAGA Employee, may respond only that the Settlement Class Member or PAGA Employee should contact Class Counsel. Nothing in this paragraph shall prevent Class Counsel and Plaintiff from undertaking all required submissions to the LWDA as required by the PAGA statute in connection with this Settlement.

109. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

110. Attorneys' Fees/Costs. Except as provided herein, the Parties shall each bear

their own attorneys' fees and costs. There shall be no prevailing party.

APPROVAL AND EXECUTION BY PARTIES:

Dated: August ^{Aug 17, 2023} ___, 2023

CLASS REPRESENTATIVE:

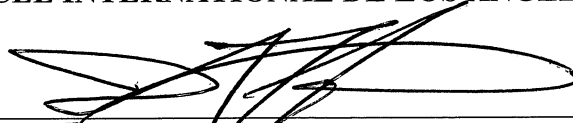


Evi Herrera Orantes

Dated: August ___, 2023

DEFENDANT:

**INTERNATIONAL SCHOOL OF LOS ANGELES-
LYCEE INTERNATIONAL DE LOS ANGELES**



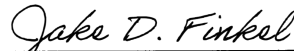
By John Fleck
Its CFO

APPROVED AS TO FORM:

CLASS COUNSEL

Dated: August 24, 2023

THE FINKEL FIRM



Jake D. Finkel
Attorneys for Plaintiff

Dated: J August ___, 2023

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiff

Dated: August ___, 2023

DEFENDANT'S COUNSEL:

**LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN**

Sue M. Bendavid
Attorneys for Defendant

their own attorneys' fees and costs. There shall be no prevailing party.

APPROVAL AND EXECUTION BY PARTIES:

Dated: August ^{Aug 17, 2023}____, 2023

CLASS REPRESENTATIVE:

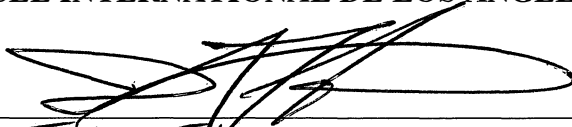


Evi Herrera Orantes

Dated: August ___, 2023

DEFENDANT:

**INTERNATIONAL SCHOOL OF LOS ANGELES-
LYCEE INTERNATIONAL DE LOS ANGELES**



By John Fleck
Its CFO

APPROVED AS TO FORM:

CLASS COUNSEL

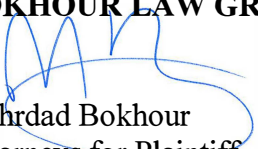
Dated: August ___, 2023

THE FINKEL FIRM

Jake D. Finkel
Attorneys for Plaintiff

Dated: August 24, 2023

BOKHOUR LAW GROUP, P.C.



Mehrdad Bokhour
Attorneys for Plaintiff

Dated: August ___, 2023

DEFENDANT'S COUNSEL:

**LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN**

Sue M. Bendavid
Attorneys for Defendant