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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

ERIC HARROLD, an individual, and on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

SPARTAN EDUCATION GROUP, LLC,
Limited Liability Corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No.: **CVRI23000320**

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 30, 2024
Time: 8:30 a.m.
Dept.: 1
Judge: Hon. Harold W. Hopp

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Harrold v. Spartan Education Group,*
6 *LLC*, matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *of Proposed Settlement of Class and PAGA Action and Hearing Date for Final Court Approval,*
20 *Objection Form*, and *Request for Exclusion Form* (referred to as “Class Notice Packet”); (b) receiving
21 and processing requests for exclusion; (c) resolving disputes among Class Members regarding the
22 number of workweeks recorded by Defendants during the Class Period, as stated on their individualized
23 Class Notice.; (d) calculating individual settlement award amounts; (e) processing and mailing
24 settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g)
25 preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of
26 any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as
27 mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On March 11, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Class Notice Packet. Apex then generated a draft of the formatted Class Notice Packet, which
3 received approval from the Parties' Counsel before being mailed.

4 5. On April 5, 2024, Counsel for the Defendants provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, and the total number of relevant
6 workweeks worked by each Class Member. The data file was successfully uploaded to our database,
7 where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class
8 List consisted of a total of 185 individuals.

9 6. In preparation for the mailing process, all 185 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice
15 Packet. However, in cases where no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

17 7. On April 19, 2024, the Class Notice Packet was sent to all 185 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Class Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 13 returned Class Notice Packets as
20 undeliverable. Of the 13 returned Class Notice Packets, none were returned with a forwarding address.
21 Therefore, Apex conducted a computerized skip trace on the 13 returned Class Notice Packets in order
22 to acquire updated addresses for the purpose of re-mailing the Class Notice Packet. This skip trace effort
23 resulted in obtaining 12 updated addresses, to which we promptly re-mailed the Class Notice Packets
24 via U.S First Class Mail.

25 9. As of the date of this declaration, there have been 12 Class Notice Packets re-mailed as a result
26 of Apex's skip-tracing efforts.

27 10. As of the date of this declaration, 1 Class Notice Packet has been considered undeliverable as no
28 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has received 2 requests for exclusion from Daniel Elbert
2 Thompson and Oshan Ruiz. The deadline for submitting a request for exclusion from the Settlement was
3 June 18, 2024.

4 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
5 deadline for submitting a written objection to the Settlement was June 18, 2024.

6 13. As of the date of this declaration, Apex will report 183 Participating Class Members, constituting
7 98.92% of the total 185 Class Members.

8 14. The total number of workweeks worked by Participating Class Members during the Class Period
9 is 13,426. The Net Settlement Amount available to Participating Class Members is estimated to be
10 \$210,167.00 and was calculated by subtracting the requested attorneys' fees (\$133,333.00), the amount
11 requested for litigation costs and expenses (\$25,000.00), the requested Class Representative Service
12 Payment (\$15,000.00), the requested Settlement Administration Costs (\$6,500.00), and the PAGA
13 Penalties (\$10,000.00) from the Gross Settlement Amount (\$400,000.00).

14 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
15 to be approximately \$4,054.32, the *average* Individual Settlement Amount is currently estimated to be
16 approximately \$1,146.91, and the *lowest* Individual Settlement Amount is currently estimated to be
17 approximately \$15.65. These amounts are subject to employee-side tax and withholdings.

18 16. Pursuant to the Agreement, 25% of the PAGA Penalties (\$2,500.00) will be allocated to
19 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
20 cannot opt out of the PAGA settlement. There are 112 Aggrieved Employees who worked a total of
21 3,263 pay periods during the PAGA Period.

22 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$43.67, the
23 *average* individual PAGA share is approximately \$22.45, and the *lowest* individual PAGA share is
24 approximately \$0.77.

25 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
26 and anticipated expenses, amount to \$6,500.00. Apex will proceed with additional tasks related to this
27 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
28

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 2nd day of July 2024,
5 in Irvine, California.

6
7
8 
9 MADELY NAVA

Exhibit A

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

***Harrold v. Spartan Education Group, LLC, Superior Court of the
State of California, County of Riverside, Case No. CVRI2300320
(consolidated with Case No. CVRI2300285)***

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

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS
CLASS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Spartan Education Group, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Eric Harrold (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the California Class Period (January 19, 2019 through January 5, 2024) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period (November 1, 2021 through January 5, 2024) (“Allegedly Aggrieved Employees”). Non-exempt means employees who are entitled to overtime, meal and rest periods and other protections under California law, such as hourly employees.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Allegedly Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est_Class_PMT» (less withholding), and your share of the PAGA Penalties is estimated to be \$«Est_PAGA_PMT».** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendant’s records you are not eligible for a share of the PAGA Penalties under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Workweeks» workweeks** during the Class Period and **you worked «Pay_Periods» pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Class Notice below.

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

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Released Class Claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment; however, you will preserve your right to personally pursue Class Claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Receive a Payment	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims and Released PAGA claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is June 18, 2024	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline, June 18, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court will hold a Final Approval Hearing at 8:30 a.m. on July 30, 2024, 2024 at the Riverside County Superior Court, located at 4050 Main Street, Riverside, California, in Department 1 before Judge Harold Hopp. The hearing may be rescheduled by the Court without further notice to you. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Riverside (the "Court") has been reached between Plaintiff Eric Harrold ("Plaintiff") and Defendant Spartan Education Group, LLC ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period, excluding those employees who signed severance agreements ("Class Members" or "Class").

The "Class Period" is January 19, 2019 through January 5, 2024.

2. What is this class action lawsuit about?

On January 19, 2023, Plaintiff initiated a class action against Defendant, entitled *Harrold v. Spartan Education Group, LLC*, Riverside Superior Court, Case No. CVRI2300320 ("Class Action"). The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal

period, failure to provide rest periods, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, failure to pay wages timely at termination, and failure to pay sick pay wages. On March 24, 2023, Defendant filed an Answer to Plaintiff's Class Action Complaint, asserting fifty (50) affirmative defenses.

On January 19, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted a representative claim seeking civil penalties for the violation of the Private Attorney General Act, California Labor Code section 2698 ("PAGA"). On March 24, 2023, Defendant filed an Answer to Plaintiff's PAGA Action Complaint, asserting fifty-four (54) affirmative defenses.

On December 7, 2023, Plaintiff filed a First Amended Complaint which added the PAGA claims from the PAGA Action into the Class Action. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint").

Defendant denies and disputes all such claims. Specifically, Defendant contends Plaintiff and the Class Members were properly compensated for all wages under California law; Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; Defendant did not fail to provide required reimbursement of expenses; Defendant did not fail to timely pay Plaintiff or any Class Members any wages allegedly due at the time of their termination; Defendant complied with California wage statement requirements; Defendant did not engage in unlawful or unfair business practices; Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and the Action cannot be maintained as a class action or a PAGA action.

The Court granted preliminary approval of the Settlement on March 8, 2024. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Four Hundred Thousand Dollars (\$400,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Within twenty-one (21) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The "Effective Date" means the date the Judgment is entered by the Court, or if there are objections or any appeal of the Judgment, the date when any appeal of the Judgment has been resolved (i.e. when the Judgment is no longer subject to appeal). Fourteen (14) days after the settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$10,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks. The Administrator estimates that the actual expenses will be \$6,500.

- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$133,333, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class and Allegedly Aggrieved Employees on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Plaintiff or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalties. A PAGA Penalties payment of \$10,000 to resolve the claim for civil penalties under PAGA, \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency. The remaining \$2,500 will be distributed to the Allegedly Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is November 1, 2021 to January 5, 2024. "Allegedly Aggrieved Employees" are all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period. All Allegedly Aggrieved Employees will be sent their Individual PAGA Payment and be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Individual Class Payments to Class Members. After all of the payments of the court-approved Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed as Individual Class Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be at least \$206,667.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below. A Class Member who worked only one Workweek is estimated to recover approximately \$16.11 for that single Workweek, minus applicable withholdings and deductions. A Class Member who worked every Workweek during the Class Period (259 weeks) could recover \$4,172, minus applicable withholdings and deductions. The average Individual Class Payment is estimated to be \$1,111.11. These amounts are subject to change, however, depending on the number of Class Members and Workweeks involved, among other factors. Your estimated Individual Class Payment is set forth in Section 5 below.

Calculation of Individual PAGA Payments to Allegedly Aggrieved Employees: The Individual PAGA Payment for each Allegedly Aggrieved Employee will be calculated by (a) dividing the amount of the Allegedly Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of PAGA Pay Periods will be based on Defendant's records, however, Allegedly Aggrieved Employees have the right to challenge the number of PAGA Pay Periods worked as explained below. Your estimated Individual PAGA Payment is set forth in Section 5 below. You will receive your Individual PAGA Payment (if any) even if you opt out or exclude yourself from the Class.

Tax Matters. Twenty percent (20%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Eighty percent (80%) of each Individual Class Payment is in settlement of claims non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. Your Individual PAGA Payment (if any) is also not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members and Allegedly Aggrieved Employees. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, any Allegedly Aggrieved Employees’ claim for individual wages or damages, claims for wrongful termination, discrimination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and Defendant’s officers, directors, employees, shareholders, and agents.

5. How much will my payment be?

Your Individual Class Payment: Defendant’s records reflect that you have «Workweeks» Workweeks during the Class Period (January 19, 2019 through January 5, 2024). **Based on this information, your estimated Individual Class Payment is \$«Est_Class_PMT»,** minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendant’s records reflect that you have «Pay_Periods» PAGA Pay Periods during the PAGA Period (November 1, 2021 to January 5, 2024). **Based on this information, your estimated Individual PAGA Payment is \$«Est_PAGA_PMT».**

Your Individual Class Payment and Individual PAGA Payments may be paid together in a single check, at the discretion of the Administrator.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the Response Deadline, which is June 18, 2024. You may also fax the dispute to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, (800) 355-0700.

The Court will hold a Final Approval Hearing on July 30, 2024, at 8:30 a.m. to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately two months after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement (800) 355-0700. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.** However, Allegedly Aggrieved Employees who opt out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is June 18, 2024. You may also fax your request to opt out to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. A Request for Exclusion form is included with this Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Harrold v. Spartan Education Group* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendant, and the name and number of the case, which is *Harrold v. Spartan Education Group*, Case No. CVRI2300320. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is *Harrold v. Spartan Education Group* Administrator, c/o Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. Absent good cause found by the Court, written requests for exclusion that are postmarked after June 18, 2024, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Harrold v. Spartan Education Group*, in the Superior Court of the State of California, County of Riverside, Case No. CVRI2300320. An Objection form is included with this Class Notice.

All written objections must be mailed to the *Harrold v. Spartan Education Group* Administrator, c/o Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, no later than the Response Deadline which is June 18, 2024. You may also fax the dispute to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing on July 30, 2024, at 8:30 a.m. to make an oral objection without submitting a written objection. At this time, all hearings will be held remotely. The hearing may also be rescheduled

by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court's tentative ruling website for current information concerning appearances and how to attend Court proceedings remotely: <https://www.riverside.courts.ca.gov/OnlineServices/TentativeRulings/tentative-rulings.php>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Tracie Childs
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: 858-652-3100 / Fax: 858-652-3101
Email: cameron.davila@ogletree.com
Website: www.ogletree.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 8:30 a.m. on July 30, 2024, in Department 1 of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside, CA 92501, before Judge Harold W. Hopp. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and service awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Administrator at (800) 355-0700 or write *Harrold v. Spartan Education Group, c/o Apex Class Action, LLC*, P.O. Box 54668, Irvine, CA 92619; or contact Class Counsel.

This Class Notice summarizes the proposed settlement. More details are in the Class Action and PAGA Settlement Agreement ("Agreement"). You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to. You may also get more details by examining the Court's file via the Public Access site for the California Superior Court for the County of Riverside (<https://ecomm1.riverside.courts.ca.gov/>) and entering the Case No. CVRI2300320. The Agreement can be found in the Court file located at 4050 Main Street, Riverside, CA 92501 as Exhibit #1 to the Declaration of Kyle Nordrehaug, filed on January 25, 2024.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

ERIC HARROLD, an individual, on behalf of himself, and
on behalf of all persons similarly situated,

Plaintiffs,

v.

SPARTAN EDUCATION GROUP, LLC, a Limited
Liability Corporation, and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **CVRI2300320**

OBJECTION FORM

Hearing Date: July 30, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND, IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE JUNE 18, 2024.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection.

☐ I OBJECT to the *Harrold v. Spartan Education Group, LLC* Settlement for the following reasons:

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN JUNE 18, 2024:

Harrold v. Spartan Education Group, LLC Administrator
c/o Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

REQUEST FOR EXCLUSION FORM

Harrold v. Spartan Education Group, LLC, Case No. CVRI2300320
California Superior Court for the County of Riverside

To exclude yourself or “opt out” from the Class, complete, sign, and date this form, and then mail it on or before June 18, 2024, to the Administrator at the following address:

Harrold v. Spartan Education Group, LLC
c/o Apex Class Action Administration
P.O. Box 54668
Irvine, CA 92619

INSTRUCTIONS

- A. Only complete and return this form if you do **NOT** want to be included in the class action portion of the Settlement. You will **NOT** receive an Individual Class Payment Share if you return this form and you will not be bound by the release of Released Class Claims, as described in the settlement notice. However, Allegedly Aggrieved Employees who opt-out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion.
- B. To exclude yourself or “opt out”, complete, sign, date and return this form. To be effective, this form should be filled out completely and postmarked on or before June 18, 2024.
- C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

I want to OPT-OUT of the Class in the lawsuit entitled *Harrold v. Spartan Education Group, LLC*, Superior Court of the State of California, County of Riverside, Case No. CVRI2300320. I understand that by requesting to be excluded from the Class, I will not receive an Individual Class Payment, as described in the accompanying Class Notice.

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Dates of Employment with Defendant Spartan Education Group, LLC: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date