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on behalf of himself, all others similarly situated,
and on behalf of the general public

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

ERIC WARD on behalf of himself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

LEARNING ARTS CORPORATION;
and DOES 1-100,

Defendants.

Case No. 34-2023-00334389-CU-OE-GDS
(Consolidated with Case No.
34-2023-00336386)

**DECLARATION OF NICK CASTRO OF
ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: December 12, 2025
Time: 9:00 a.m.

Judge: Lauri A. Damrell.
Dept.: 22

1 I, Nick Castro, 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
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Eric Ward,*
6 *v. Learning Arts Corporation* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) Printing and mailing the
17 *Notice of Class Action Settlement*, (referred to as “Notice Packet”); (b) receiving and processing
18 requests for exclusion and objections to the Settlement, if applicable; (c) resolving Settlement Class
19 Members’ disputes over the number of Workweeks Defendant has record of them working during
20 the Class Period, which was pre-printed on their individualized Class Notice; (d) establishing a
21 QSF account and calculating individual settlement award amounts; (e) processing and mailing
22 settlement award checks; (f) handling tax withholdings as required by the Settlement and the law;
23 (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the
24 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
25 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On August 1, 2025, ILYM Group received the Court approved text for the Notice
27 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
28 was approved by the Parties’ Counsel prior to mailing.

1 5. On August 5, 2025, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, social security number, last known mailing address, last
3 known telephone number, last known e-mail address, the dates of employment worked for each
4 individual, the number of Workweeks worked for each Settlement Class Member during the Class
5 Period and the number of Pay Periods worked for each PAGA Employee during the PAGA Period.
6 The data file was uploaded to our database and checked for duplicates and other possible
7 discrepancies. The Class List contained 3,026 Class Members and 1,593 Aggrieved Employees.

8 6. As part of the preparation for mailing, all 3,026 names and addresses contained in
9 the Class List were then processed against the National Change of Address (“NCOA”) database,
10 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
11 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
12 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
13 address was found in the NCOA database, the updated address was used for the mailing of the
14 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
15 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

16 7. On August 15, 2025, the Notice Packet was mailed via U.S First Class Mail, to all
17 3,026 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
18 copy of the mailed Notice Packet.

19 8. As of the date of this declaration, 282 Notice Packets have been returned to our
20 office. Of the 282 returned Notice Packets, none included a returned with a forwarding address.
21 ILYM Group performed a computerized skip trace on the 282 returned Notice Packets that did not
22 have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing
23 the Notice Packets. As a result of this skip trace, 188 updated addresses were obtained and the
24 Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S. First Class
25 Mail.

26 9. As of the date of this declaration, a total of 188 Notice Packets have been re-mailed
27 as a result of ILYM Group’s skip tracing efforts.
28

10. As of the date of this declaration, a total of 94 Notice Packet has been deemed undeliverable as no updated address was found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has received 1 request for exclusion. The request for exclusion was submitted by Davinder Kaur. The deadline to request exclusion from the Settlement was October 14, 2025.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was October 14, 2025.

13. As of the date of this declaration, ILYM Group has not received any disputes from a Settlement Class Member.

14. As of the date of this declaration, ILYM Group will report a total of 3,025 Participating Class Members, representing 99.97% of the 3,026 Settlement Class Members.

15. Participating Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of Workweeks worked by Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Fees and Litigation Costs, the Class Representative Service Payments, Claims Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

Gross Settlement Amount	\$850,000.00
Class Counsel Fees	\$283,050.00
Class Counsel Expenses	\$37,350.60
Class Representative Service Payments	\$10,000.00
ILYM Group Fees	\$21,550.00
LWDA	\$37,500.00
PAGA Allocation to Aggrieved Employees	\$12,500.00
Net Settlement Amount	\$448,049.40

16. The total number of Workweeks worked by the Participating Class Members during the class period is 133,027 and the total number of Pay Periods worked by the Aggrieved Employees is 28,398. As of the date of this declaration, the Escalator Clause has not been triggered.

17. To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$148.07, with the estimated highest gross payment being \$1,037.09. The PAGA payment shares to the PAGA Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated average payment of \$4.13, with the estimated highest payment being \$32.13.

18. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$21,550.00 ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 17th day of November 2025, at Tustin, California.

Nick Castro
NICK CASTRO

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don’t act.*

TO: All persons who worked for Learning Arts Corporation (“Defendant”) as non-exempt, hourly paid employees in the State of California at any time from February 7, 2019 through December 31, 2024.

If you need help understanding this notice, or if you would like a copy in another language, please contact the Settlement Administrator toll free at (888) 250-6810.

The California Superior Court, County of Sacramento has granted preliminary approval of a proposed settlement (“Settlement”) of the above-captioned action. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from February 7, 2019 through December 31, 2024.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The proposed Settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Class Settlement Shares, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Settlement Shares and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Settlement Share is estimated to be \$_____ (less withholding) and your Individual PAGA Settlement Share is estimated to be \$_____.** 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 Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work any pay periods during the PAGA Period.

The above estimates are based on Defendant’s records showing that **you worked ____ workweeks** during the Class Period (the Class Period is February 7, 2019 through December 31, 2024) and **you worked ____ pay periods** during the PAGA Period (the PAGA Period is December 23, 2021 through December 31, 2024). If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 10 of this Notice.

WHAT INFORMATION IS IN THIS NOTICE

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1. *Why Have I Received This Notice?*

Defendant's records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from February 7, 2019 through December 31, 2024 (this time period is referred to as the "Class Period"). If you worked for Defendant at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on July 18, 2025, at 9:00 a.m., in the California Superior Court, County of Sacramento. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

2. *What Is This Case About?*

A class action complaint was filed by Eric Ward on February 7, 2023, in Sacramento County Superior Court (Case No. 34-2023-00334389) asserting the following causes of action: (1) Failure to Pay all Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy; (6) Knowing and Intention Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay All Wages Due at the Time of Termination of Employment; and (9) Unfair Competition.

On December 23, 2022, Plaintiff Eric Ward provided notice to the Labor and Workforce Development Agency ("LWDA") in accordance with the Private Attorneys General Act of 2004 ("PAGA"). Thereafter, on March 18, 2023, Plaintiff filed a complaint against Defendant alleging violations of the PAGA. This PAGA action was consolidated with Plaintiff's earlier filed class action on November 13, 2023.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. *Am I a Class Member? Am I a PAGA Member?*

You are a Class Member if you worked for Defendant as a non-exempt, hourly paid employee in the State of California at any time from February 7, 2019 through December 31, 2024.

You are a PAGA Member if you worked for Defendant as a non-exempt, hourly paid employee in the State of California at any time from December 23, 2021 through December 31, 2024.

4. How Does This Class Action Settlement Work?

Plaintiff brought this Action on behalf of himself and all other similarly situated individuals who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from December 23, 2021 through December 31, 2024. Plaintiff and these other individuals comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On August 1, 2025, the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on December 12, 2025, at 9:00 a.m., in Department 22 before Judge Lauri Damrell, located at 720 9th Street, Sacramento, California 95814. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed. You do not need to, but may, attend the Final Approval Hearing remotely by using the following Zoom link or telephone number:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone: (833) 568-8864 / ID: 16184738886

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class (“Class Counsel”)	Attorneys for Defendant Learning Arts
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833	DUGGAN McHUGH LAW CORPORATION Jennifer E. Duggan jennifer@dugganmchugh.com Katie Collins katie@dugganmchugh.com 641 Fulton Avenue, Suite 100 Sacramento, California 95825 Telephone: (916) 550-5309

The Court has decided that Mara Law Firm, PC, is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are a PAGA Member, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) set forth your name, address, telephone number and last four digits of the Social Security Number; (b) be signed by you; (c) be returned to the Settlement Administrator; (d) clearly state that you do not wish to be included in the Settlement; and (e) be faxed or postmarked on or before October 14, 2025.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not opt out of the Settlement, the Judgment will bind you to the terms of the Settlement. If you are a PAGA Member, you will receive a portion of the PAGA Payment, even if you opt out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than October 14, 2025. The objection must include: (a) your full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement of whether you intend to appear at the final approval hearing.

Class Members may alternatively appear at the Final Approval Hearing, either in person or through the objector’s own counsel. Class Members may appear and object at the Final Approval Hearing as an alternative to submitting a written objection.

If the Court rejects the objection, the objector will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the

Released Parties¹ from the Released Class Claims, which are: All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including: (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid straight time and minimum wages; (d) all claims for failure to adopt a compliant sick pay/paid time off policy; (e) all claims for the failure to timely pay wages upon termination based on the preceding claims; (f) all claims for the failure to timely pay wages during employment based on the preceding claims; (g) all claims for wage statement violations based on the preceding claims; and (h) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

Additionally, PAGA Members will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims are: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged in Plaintiff's LWDA letter during the PAGA Period.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$850,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount not to exceed \$10,000 for prosecution of the Actions, risks undertaken for the payment of attorneys' fees and costs, and a broader release of claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated to be \$21,550; (3) a payment of \$50,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed one-third of the Gross Settlement Amount (\$283,050) for attorneys' fees and an amount not to exceed \$50,000 for litigation costs. All of these payments are subject to Court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. These Class Members are referred to as "Participating Class Members." Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendant during the Class Period. To arrive at this amount, Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

¹ "Released Parties" mean Defendant, its past or present officers, directors, shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

C. How Individual PAGA Payments are Calculated

If you are a PAGA Member under the settlement, you will also receive a portion of the PAGA Fund. Pursuant to PAGA, the LWDA will receive a payment of \$37,500 (75% of the \$50,000 total PAGA Payment). The remaining \$12,500 is the “Net PAGA Settlement Amount” and will be proportionately distributed amongst all PAGA Members. PAGA Members will receive a pro-rated share of the Net Settlement Amount based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period. To arrive at this amount, Defendant will calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated “Individual Settlement Payment,” the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods, resulting in the “PAGA Pay Period Value.” Each PAGA Member’s “Individual Settlement Payment” will be calculated by multiplying each individual PAGA Member’s total number of Pay Periods by the PAGA Pay Period Value. The entire Net PAGA Settlement Amount will be disbursed to all PAGA Members.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$____, less taxes. This is based on the Class Data which shows you worked ____ workweeks during the period of February 7, 2019 through December 31, 2024.

If you are also a PAGA Member, you will receive a share of the PAGA Fund. Based upon the calculation above, your approximate share of the PAGA Fund, is as follows: \$____. This is based on the Class Data which shows you worked ____ pay periods during the period of December 23, 2021 through December 31, 2024.

If you believe the number of workweeks or pay periods attributed to you is incorrect, you must contact the Settlement Administrator no later than October 14, 2025. You should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Defendant during the Class or PAGA Period.

E. Tax Treatment of Your Settlement Payments

Twenty-percent (20%) of each Individual Class Settlement Share is intended to settle each Class Member’s claims for unpaid wages (the “Wage Portion”). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant’s share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendant separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Eighty-percent (80%) of the Individual Class Settlement Share is intended to settle each Class Member’s claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are a PAGA Member, your Individual PAGA Payment will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each PAGA Member an IRS Form 1099 with respect to his/her Individual PAGA Payment.

F. What Happens If You Don't Cash Your Check?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at (888) 250-6810. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall escheat to the California Controller's Unclaimed Property Fund in the name of the Class Member.

11. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$283,050) for attorney fees and \$50,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

12. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. You can receive a copy of the settlement agreement by contacting Class Counsel, by accessing the Court docket in this case through the Court's website at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> and creating an account. Once you have created an account, access the Public Portal at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>. Then, click "Searches." On the next page, select "Case Number Search." Enter the Case Number "34-2023-00334389" on the next page. You can also obtain the Court docket or by visiting the office of the Court at 720 9th Street, Sacramento, California 95814 between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the "Learning Arts" Class Action Settlement when calling the Settlement Administrator or Class Counsel.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.