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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Alicia Persaud ("Plaintiff") and Defendants KidsArt, Inc.; KidsArt-Santa Cruz, Inc.; KidsArt-Claremont, Inc.; KidsArt-Valencia, Inc.; KidsArt-Glendora, Inc.; KidsArt-Los Altos, Inc.; KidsArt-Los Angeles and Kids-Art-Monrovia, Inc. (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant initiated on July 29, 2025, in the County Santa Clara and pending in Superior Court of the State of California, Case No. 25CV471771, and as amended by the First Amended Complaint filed to effectuate the Settlement on May 12, 2026.

1.2. "Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement as approved by the Court.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount as approved by the Court to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means a person employed by Defendants in California and classified as an hourly, non-exempt employee who worked for Defendants during the PAGA Period.

1.5. "Class" means a person employed by Defendants in California and classified as an hourly, non-exempt employee who worked for Defendants during the Class Period; the Class will not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement.

1.6. "Class Counsel" means Lavi & Ebrahimian, LLP, including Joseph Lavi, Vincent Granberry, Margaux Gundzik, Alexander J. Aroeste, and all lawyers affiliated with this firm.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods, which the Parties agree is confidential and private Class Member information.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

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The signed document can be validated at https://app.vinesign.com/Verify

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from July 29, 2021, through the date the Court enters an order granting preliminary approval of settlement.

1.13. "Class Representative" means the named Plaintiff in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment approved by the Court to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Santa Clara.

1.16. "Defendants" collectively means named Defendants KidsArt, Inc.; KidsArt-Santa Cruz, Inc.; KidsArt-Claremont, Inc.; KidsArt-Valencia, Inc.; KidsArt-Glendora, Inc.; KidsArt-Los Altos, Inc.; KidsArt-Los Angeles and Kids-Art-Monrovia, Inc.

1.17. "Defense Counsel" means Jackson Lewis P.C., including Cary G. Palmer, Karin M. Cogbill, Baldeep S. Uppal, and all lawyers affiliated with this firm.

1.18. "Effective Date" means the date by when both of the following have occurred: (1) the date the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, 61 days after the Court enters Judgment if notice of an appeal is not filed; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" or "Final Approval Order" means the Court's order granting final approval of the Settlement. in the form, without material variation unless specifically requested by a Judge's order, attached as Exhibit C and incorporated by reference into this Agreement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment is entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $350,000.00, which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below if applicable.

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The Gross Settlement Amount includes, and will be used to pay, Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administration Expenses Payment.

1.23. "Individual Class Payment" means each Participating Class Member's *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period according to Defendants' time clock records.

1.24. "Individual PAGA Payment" means each Aggrieved Employee's *pro rata* share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period according to Defendants' time clock records.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency.

1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who properly opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from October 15, 2024, through Preliminary Court Approval of the Settlement.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's PAGA letter dated October 15, 2025, to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties of $10,500.00, as agreed by the Parties and approved by the Court, to be paid from the Gross Settlement Amount, and allocated 35% to the Aggrieved Employees ($3,765.00) and 65% to the LWDA ($6,825.00) in Settlement of the Released PAGA Claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means Alicia C. Persaud, the named Plaintiff in the Action.

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1.37. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement. in the form, without material variation unless specifically requested by a Judge's order, attached as Exhibit B and incorporated by reference into this Agreement.

1.38. "Released Class Claims" means the claims released as provided in Paragraph 5.1 below.

1.39. "Released PAGA Claims" means the claims released as provided in Paragraph 5.2 below.

1.40. "Released Parties" means Defendants KidsArt, Inc.; KidsArt-Santa Cruz, Inc.; KidsArt-Claremont, Inc.; KidsArt-Valencia, Inc.; KidsArt-Glendora, Inc.; KidsArt–Los Altos, Inc.; KidsArt-Los Angeles, Inc; and KidsArt-Monrovia, Inc.; (ii) each of Defendants' respective past and present parents, subsidiaries, partners, affiliates, brands, including any corporation, limited liability the Companies, or partnership; (iii) the past and present board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

1.41. "Request for Exclusion" means a Class Member's submission of a valid request to be excluded from the Released Class Claims prior to the Response Deadline.

1.42. "Response Deadline" means 45 calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and is the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail Objection(s) to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator will have an additional 14 calendar days beyond the Response Deadline.

1.43. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.44. "Workweek" means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

2. **RECITALS.**

2.1. On July 29, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for failure to pay wages for all hours worked at minimum wage in violation of Labor Code sections 1194 and 1197, for failure to pay overtime wages for daily overtime worked in violation of labor code sections 510 and 1194, for failure to authorize or permit meal periods in violation of labor code sections 512 and 226.7, for failure to authorize or permit rest periods in violation of labor code section 226.7, for failure to indemnify employees for employment-related losses/expenditures in violation of Labor Code section 2802, for failure to provide complete and accurate wage statements in violation of Labor Code section 226, for

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failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of Labor Code sections 201, 202, and 203, and for unfair business practices in violation of Business and Professions Code sections 17200, et seq. On May 12, 2026, Plaintiff filed a First Amended Complaint to effectuate the Settlement, alleging an additional cause of action against Defendants for civil penalties pursuant to the Private Attorneys General Act of 2004, and including all Released Class Claims and Released PAGA Claims. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. The Court has not granted class certification or issued any substantive rulings on the Operative Complaint.

2.4. The Parties represent and agree that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, if applicable, Defendants agree to pay $350,000.00 (and no more) as the Gross Settlement Amount, and to separately pay all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to segregate the funds comprising the Gross Settlement Amount, and shall retain exclusive responsibility for and authority over the Gross Settlement Amount, and shall have no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the Effective Date provided in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment

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less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using an IRS Form 1099.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be $116,550.00, and a Class Counsel Litigation Expenses Payment of not more than $3,500.00. Defendants shall not oppose requests for Class Counsel Fees Payment of not more than One-Third of the Gross Settlement Amount and for a Class Counsel Litigation Expenses Payment which does not exceed these amounts. In the event the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, the amount of Class Counsel Fees Payment will proportionately increase to remain One-Third of the Gross Settlement Amount. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Forms 1099-MISC.

3.2.3 To the Administrator: An Administration Expenses Payment to the Administrator not to exceed $6,590.00, except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than $6,590.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment 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.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of alleged unpaid wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. The other 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of alleged claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Forms 1099. Participating Class Members have full responsibility and liability for all employee taxes owed on their Individual Class Payment.

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3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $10,500.00 to be paid from the Gross Settlement Amount, with 65% ($6,825.00) allocated to the LWDA PAGA Payment and 35% ($3,675.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties $3,675.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS Forms 1099. Aggrieved Employees have full responsibility and liability for all employee taxes owed on their Individual PAGA Payment.

3.2.6 In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment and/or Class Litigation Expenses Payment, Class Counsel reserve their right to appeal such order, however, Plaintiff and/or Class Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will confidentially transmit the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants'

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share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within thirty (30) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 120 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3 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 50% of the funds represented by such checks to Bay Area Legal Aid (a non-profit 501(c)(3) charitable

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organization that provides free legal assistance and representation to underrepresented communities in Santa Clara County) and 50% to Koinonia Family Services (a non-profit 501(c)(3) charitable organization and to be used solely for child advocacy programs in California), the Court-approved Cy Pres Recipients, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipients. If any Participating Class Member or Aggrieved Employee fails to cash their check within 120 days of mailing, the Class Member and/or Aggrieved Employee shall remain bound by the Released Class Claims and Released PAGA Claims.

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not trigger or require Defendants to confer any additional benefits, or to make any additional payments to Class Members (such as 401(k) contributions, benefits or bonuses) except for the Individual Class Payment and the Individual PAGA Payment specified in this Agreement.

5. **RELEASES OF CLAIMS.** Upon the Effective Date of the Settlement, provided Defendants fully fund the entire Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members will release all claims against all Released Parties as follows:

5.1. Release by Participating Class Members: All Participating Class Members release Released Parties from all claims under state, federal and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, et seq., 2802, 6317, 6401.7, 6401.9, California Industrial Commission Wage Orders, Business and Professions Code sections 17200, *et seq*., California Code of Civil Procedure sections 382 and 1021.5, Division of Labor Standards Enforcement Policies and Interpretations Manual, Section 49.1.2,, and all claims for or related to alleged unpaid wages, failure to pay minimum wages, non-payment for hours worked, failure to pay overtime or double time wages, failure to pay at the regular rate of pay, failure to pay unreimbursed business expenses, failure to make timely payment of wages at separation of employment, failure to provide complete and accurate wage statements, payroll records and recordkeeping, failure to authorize or permit meal periods and meal period premiums, failure to authorize or permit rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, declaratory relief, penalties of any nature (including waiting time penalties and civil penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively "Released

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Class Claims") during the Class Period. Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims outside the Released Class Claims.

5.2 Release by Aggrieved Employees: All Aggrieved Employees release the Released Parties from all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted based on the facts alleged in the Action and/or the LWDA letter, including all claims arising under the California Labor Code 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq*., 2802, 6317, 6401.7, 6401.9, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, *et seq*., and Division of Labor Standards Enforcement Policies and Interpretations Manual, Section 49.1.2, as alleged in the Action (collectively "Released PAGA Claims"), regardless of whether the Aggrieved Employees negotiate (cash) their Individual PAGA Payments pursuant to this Settlement. The Parties agree there is no statutory right for Aggrieved Employees to opt out of or to otherwise exclude themselves from the Released PAGA Claims. The Parties also agree the Aggrieved Employees do not have a right to intervene in or to object to the Settlement, or to require a court to receive and consider objections to the Settlement, and the Aggrieved Employees do not have a right to move to vacate the Judgement entered in the Action. As such, an Aggrieved Employee opting out as a Settlement Class Member has no impact as to their standing and/or inclusion in the PAGA Settlement assuming they qualify as an Aggrieved Employee. Class Counsel further agree to provide timely notice of the Settlement to the LWDA as required under PAGA.

5.3 Plaintiff's Release. Plaintiff, for herself and on behalf of her respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, releases and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of

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them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for Defendants' review and approval before filing the Motion for Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement in the form, without material variation unless specifically requested by a Judge's order, attached as Exhibit B; and (iii) a draft proposed Class Notice. in the form, without material variation unless specifically requested by a Judge's order, attached as Exhibit A. The proposed Order Granting Preliminary Approval will include a provision enjoining Class Members from filing Released Class Claims before the California Division of Labor Standards Enforcement (DLSE), or from initiating other proceedings regarding the Released Class Claims against the Released Parties unless and until they opt out of the Settlement Class; this provision is intended to provide all Class Members the opportunity to participate in or to opt out of the Settlement, and to ensure finality of the Settlement and the Released Class Claims to the fullest extent permitted by law.

6.2. Responsibilities of Counsel. The Parties are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Plaintiff is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, the Parties

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will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.4. Defendants agree that, if requested by the Court, Defendants will file a declaration regarding their financial difficulties/status within five (5) court days of the request.

7. **SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties represent that they have no interest or relationship, financial or otherwise, with the Administrator. In their declarations, Class Counsel will represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data. The Parties agree the Class Data will be used only by the Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class Counsel at any time or in any form. The Administrator shall take reasonable steps to protect the confidential and private Class Data of the Class Members. To the extent Class Counsel possesses or comes to possess the Class Data, Class Counsel shall return all such information (including copies, data, or information derived therefrom) within seven (7) days from the Effective Date of the Settlement, shall not retain copies of such information, and shall not maintain or use such information for any purpose.

7.4.2 Using best efforts to perform as soon as possible, and in no event later

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than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus

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an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion must be in writing by letter or email from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator cannot reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator will accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of validity and/or authenticity will be final and not appealable or otherwise susceptible to challenge.

7.5.3 Each Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Each Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment

7.6. Challenges to Calculation of Workweeks. Each Class Member will have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the number of Class Workweeks or PAGA Pay Periods by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's

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allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Administrator shall provide Defendants the opportunity to review, research and respond to all challenges with supplemental information, data or documents before the Administrator makes final determinations.

7.7. Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement (e.g., contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment).

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to the Settlement.

7.8. Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 business days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have

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timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). The identifying information of Class Members who have submitted Requests for Exclusion shall not be disclosed to Class Counsel, or disclosed in public filings to the Court, unless required by the Court. Aggrieved Employees are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach redacted copies of all Requests for Exclusion received without disclosing the Class Members' identifying information. The Weekly Reports must include the objections received and copies of the objections must be provided to Class Counsel and Defense Counsel

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiff is responsible for filing the Administrator's declaration(s) in Court.

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7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiff is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendants estimated that, at the time of mediation , (1) there were 21,615 workweeks from July 29, 2021 to March 4, 2026 and (2) there were 3,605 pay periods from October 15, 2024 to March 4, 2026. The Parties agree that if the final Workweeks from July 29, 2021 to March 4, 2026, which formed the basis for the Settlement, increases by greater than 10% above 21,615 workweeks (e.g., to greater than 23,777 workweeks, Defendants at their sole discretions shall either: (1) increase the Maximum Settlement amount by the proportional amount for the percentage of workweeks above ten (10) percent (i.e., by the percentage of workweeks above 23,777 workweeks); or (2) end the Class Period at the point in time where workweeks equal 23,777 workweeks, provided that the new Class Period end date is not before February 18, 2026 (the date when a tentative Settlement was agreed to).

   8.1. Defendants' Obligation to Advise the Court in Advance of Preliminary Approval. If the Court requires, Defendants shall promptly file a declaration before Preliminary Approval, informing the Court: (1) whether or not the Escalator Clause has been triggered; (2) the option Defendants selects; and (3) if the cut-short option is selected, the adjusted Class Period and PAGA Period.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, elect to terminate the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all settlement administration expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 14 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699,[*former*] subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). The Proposed Final Approval Order shall be in the form, and without material variation, attached as Exhibit C. Plaintiff shall provide drafts of these

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documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. The Parties, by and through their respective Counsel, will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically excluding the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, reflected in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended and continued until such time as the appeal is finally resolved and the Judgment becomes final as provided in this Agreement.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and seek to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional expenses by the Administrator reasonably

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incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, so long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any claims or allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. The Parties separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. The Parties separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical

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obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. The Parties are not 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.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives. After the Preliminary Approval Order is entered, such amendment, modification, change, or waiver also requires Court approval.

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. Applicable Law. The internal laws of the State of California govern all terms and conditions of this Agreement and its exhibits, without regard to conflict of law

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principles.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the

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entire period of this Settlement.

12.20. Bankruptcy. In the event that any Defendants file for bankruptcy prior to the final disbursement of the Gross Settlement Amount, Plaintiff shall be permitted to file the claims asserted in the Action in the bankruptcy proceedings to the fullest extent permitted by law. If the Settlement funds have been disbursed as provided in this Agreement as of the date Defendants file for bankruptcy, Defendants shall not be entitled to a return of such funds from the recipients. However, Defendants will be entitled to claim a credit for any previously disbursed funds in the bankruptcy proceedings.

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

SIGNATURES ON NEXT PAGE

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Dated: 06/11/2026

ALICIA C. PERSAUD

Dated: _____

KIDSART, INC.; KIDSART-SANTA CRUZ, INC.; KIDSART-CLAREMONT, INC.; KIDSART-VALENCIA, INC.; KIDSART-GLENDORA, INC.; KIDSART-LOS ALTOS, INC.; KIDSART-LOS ANGELES AND KIDS-ART-MONROVIA, INC.

Name:_____

Title:_____

APPROVED **AS TO FORM ONLY:**

Dated: 06/11/2026

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Jeffrey D. Klein
Attorneys for ALICIA C. PERSAUD, on behalf of herself and all others similarly situated

Dated: 06/29/26

JACKSON LEWIS P.C.

Cary G. Palmer, Esq.
Karin M. Cogbill, Esq.
Baldeep S. Uppal, Esq.
Attorneys for Defendants KIDSART, INC.; KIDSART-SANTA CRUZ, INC.; KIDSART - CLAREMONT, INC.; KIDSART - VALENCIA, INC.; KIDSART-GLENDORA, INC.; KIDSART-LOS ALTOS, INC.; KIDSART-LOS ANGELES, INC;KIDSART-MONROVIA, INC.

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Dated: _____

ALICIA C. PERSAUD

_____

Dated: JUNE 13, 2026

KIDSART, INC.; KIDSART-SANTA CRUZ, INC.; KIDSART-CLAREMONT, INC.; KIDSART-VALENCIA, INC.; KIDSART-GLENDORA, INC.; KIDSARTLOS ALTOS, INC.; KIDSART-LOS ANGELES AND KIDS-ART-MONROVIA, INC.

Name: Cheryl Warren

Title: CHIEF EXECUTIVE OFFICER

APPROVED **AS TO FORM ONLY:**

Dated: _____

LAVI & EBRAHIMIAN, LLP
Joseph Lavi, Esq.
Vincent Granberry, Esq.
Jeffrey D. Klein
Attorneys for ALICIA C. PERSAUD, on behalf of herself and all others similarly situated

Dated: _____

JACKSON LEWIS P.C.

_____

Cary G. Palmer, Esq. Karin M. Cogbill, Esq. Baldeep S. Uppal, Esq. Attorneys for Defendants KIDSART, INC.; KIDSART-SANTA CRUZ, INC.; KIDSART - CLAREMONT, INC.; KIDSART - VALENCIA, INC.; KIDSART-GLENDORA, INC.; KIDSART-LOS ALTOS, INC.; KIDSART-LOS ANGELES, INC; KIDSARTMONROVIA, INC.

“EXHIBIT A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

ALICIA C. PERSAUD V. KIDSART, INC. ET AL. | Case No. 25CV471771

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.

You may be eligible to receive money from an employee class action lawsuit ("Action") entitled *Persaud v. KidsArt, Inc. et al.* for alleged wage and hour violations. The Action was filed by a former KidsArt, Inc. employee ("Plaintiff") and seeks payment of: (1) back wages and other relief for a class of hourly, non-exempt employees ("Class Members") who worked for KidsArt, Inc. during the Class Period from July 29, 2021, through Preliminary Approval of the Settlement; and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for Defendants KidsArt, Inc.; KidsArt-Santa Cruz, Inc.; KidsArt-Claremont, Inc.; KidsArt - Valencia, Inc.; KidsArt-Glendora, Inc.; KidsArt-Los Altos, Inc.; KidsArt-Los Angeles and Kids-Art-Monrovia, Inc. (collectively, "Defendants", "KidsArt" or "the Companies") during the PAGA Period from October 15, 2024, through Preliminary Court Approval of the Settlement ("Aggrieved Employees"). For the purposes of this Notice, Defendants shall be collectively referred to herein as "the Companies."

The proposed Settlement has two main parts: (1) a Class Settlement requiring the Companies to fund Individual Class Payments, and (2) a PAGA Settlement requiring the Companies to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on the Companies' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. Including the final Class Workweeks and final PAGA Pay Periods. (If no amount is stated for your Individual PAGA Payment, then according to the Companies' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on the Companies' records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. 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 **4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or 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 the Companies to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Companies.

If you worked for the Companies 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 an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against the Companies.

(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. You will, however, preserve your right to personally pursue Class Period wage claims against the Companies, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

The Companies 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 Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Companies that are covered by and released through this Settlement.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	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. 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 **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Companies must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	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 are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. 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 **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment and PAGA Payment (if any) will depend on how many weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Companies' records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of the Companies. The Action alleges the Companies violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff also alleges a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether the Companies or Plaintiff is correct on the merits. In the meantime, Plaintiff and the Companies negotiated an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and the Companies have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed

claims. By agreeing to settle, the Companies do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Companies have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

a. The Companies Will Pay $350,000.00 as the Gross Settlement Amount (Gross Settlement). The Companies have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, the Companies will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes Final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   i. Up to $116,550.00 (33.3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $3,500.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   ii. Up to $10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   iii. Up to $6,590.00 to the Administrator for services required to administer the Settlement.

   iv. Up to $10,500.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

   Participating Class Members have the right to object to any of these deductions. The

Court will consider all objections. You are not required to do anything to participate in the Settlement.

c. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remainder of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 10% ("Wage Portion") of each Individual Class Payment to taxable wages and 90% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Companies will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and the Companies have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be divided into equal amounts and then shared with Bay Area Legal Aid and Koinonia Family Services as the Court-approved *cy pres* Recipients for any uncashed funds.

f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments and will preserve their rights to personally pursue claims against the Companies.

g. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to release their right to assert PAGA claims against the Companies based on the facts and claims

alleged in the Action.

h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Companies have agreed that, in either case, the Settlement will be void and of no force or effect: the Companies will not pay any money and Class Members will not release any claims against the Companies.

i. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, to calculate and to make payments, and to process Class Members' Requests for Exclusion. The Administrator will also decide any Class Member challenges over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section **9** of this Notice.

j. Participating Class Members' Release. After the Judgment is final and the Companies have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Companies or Released Parties for claims during the Class Period and PAGA penalties based on claims during the PAGA Period, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release Released Parties from all claims under state, federal and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.,* 2802, 6317, 6401.7, 6401.9, California Industrial Commission Wage Orders, Business and Professions Code sections 17200, *et seq*., California Code of Civil Procedure sections 382 and 1021.5, Division of Labor Standards Enforcement Policies and Interpretations Manual, Section 49.1.2, and all claims for or related to alleged unpaid wages, failure to pay minimum wages, non-payment for hours worked, failure to pay overtime or double time wages, failure to pay at the regular rate of pay, failure to pay unreimbursed business expenses, failure to make timely payment of wages at separation of employment, failure to provide complete and accurate wage statements, payroll records and recordkeeping, failure to authorize or permit meal periods and meal period premiums, failure to authorize or permit rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, declaratory relief, penalties of any nature (including waiting time penalties and civil penalties), interest, fees,

costs, as well as all other claims and allegations alleged in the Action (collectively "Released Class Claims") during the Class Period. Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims outside the Released Class Claims.

k. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and the Companies have fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against the Companies, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Companies or the Released Parties for the alleged PAGA claims during the PAGA Period, as alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release the Released Parties from all claims all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted based on the facts alleged in the Actions and/or the LWDA letter, including all claims arising under the California Labor Code 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq*., 2802, 6317, 6401.7, 6401.9, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, *et seq*., and Division of Labor Standards Enforcement Policies and Interpretations Manual, Section 49.1.2, as alleged in the Action (collectively "Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $10,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of Pay Periods you worked during the

PAGA Period, as recorded in the Companies' records, are stated on the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section **9** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Companies' calculation of Workweeks and/or Pay Periods based on the Companies' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Companies' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you do not wish to participate in the Settlement, you must submit a written and signed letter or email with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you from the Class Settlement based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Persaud v. KidsArt, Inc. et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section **9** of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding

whether to object, you may wish to see what Plaintiff and the Companies are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section **9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Persaud v. KidsArt, Inc. et al.* and include your name, current address, telephone number, and approximate dates of employment for the Companies and sign the objection. Section **9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section **8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but you are not required to attend the Final Approval Hearing on _____ at _____ in Department 7 of the Santa Clara Superior Court, located at 191 North First Street, San Jose, CA 95113. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or online at https://santaclara.courts.ca.gov/online-services/remote-hearings. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website (_____) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I RECEIVE MORE INFORMATION?

The Agreement sets forth everything the Companies and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult

the Superior Court website by going to https://santaclara.courts.ca.gov/online-services/case-information-online and entering the Case Number for the Action, Case No. 25CV471771.You can also make an appointment to personally review court documents in the Clerk's Office at Downtown Superior Court by calling (408) 882-2515.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The Contact information for the Settlement Administrator is as follows:

Email Address:
Mailing Address:
Telephone:
Fax Number:

The addresses for the Parties' counsel are as follows:

Class Counsel	Counsel for Defendant
Joseph Lavi Vincent Granberry Lavi & Ebrahimian, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 Tel.: (310) 432-0000 Fax: (310) 432-0001 E-Mail: jlavi@lelawfirm.com vgranberry@lelawfirm.com	Cary G. Palmer Karin M. Cogbill Baldeep S. Uppal Jackson Lewis P.C. 400 Capitol Mall Suite 1600 Sacramento, CA 95814 Tel.: (916) 341-0404 Fax: (916) 341-0141 E-Mail: Cary.Palmer@jacksonlewis.com Karin.Cogbill@jacksonlewis.com Baldeep.Uppal@jacksonlewis.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it so long as you request a replacement before the void date on the face of the original check, which will be 120 days from the date of mailing. If your check is already void, you should consult the State of California Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. You are required to notify the Administrator of any changes to your mailing address; if you fail to do so you will not receive your settlement check and will remain bound the Settlement. You should also register any new address with the U.S. Postal Service.

EXHIBIT B

PRELIMINARY APPROVAL ORDER

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Attorneys for Plaintiff,
ALICIA C. PERSAUD

STATE OF CALIFORNIA

SUPERIOR COURT FOR THE COUNTY OF SANTA CLARA

ALICIA C. PERSAUD, an individual, on behalf of herself and all others similarly situated, Plaintiffs, v. KIDSART, INC.; KIDSART-SANTA CRUZ, INC.; KIDSART-CLAREMONT, INC.; KIDSART-VALENCIA, INC.; KIDSART-GLENDORA, INC.; KIDSART-LOS ALTOS, INC.; KIDSART-LOS ANGELES, AND KIDS-ART MONROVIA, INC., California corporations, and DOES 1-50, inclusive, Defendants.	Class Action Case No.: 25CV471771 (Lead Case) **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this Court, on _____, in Department 22 before the Honorable Beth McGowen, presiding. The Court having considered the papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") filed herewith. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The Settlement, which provides for a Gross Settlement Amount of $350,000.00 appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Actions. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

3. A final fairness hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, costs of administration and the Class Representatives' Service Payments should be finally approved as fair, reasonable and adequate as to the members

of the Class is scheduled in Department 22 on the date and time set forth in the implementation schedule below.

4. This Court approves, as to form and content, the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"). The Court approves the procedure for Class Members to opt out of, or to object to, the Settlement as set forth in the Class Action and PAGA Settlement Agreement, and the Class Notice.

5. The Court directs the mailing of the Class Notice by first class mail to Class Members in accordance with the Implementation Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the Implementation Schedule below, meets the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

6. Specifically, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of the following: (1) the nature of the Actions, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement, including the plan of allocation; (2) Named Plaintiff's and Class Counsel's applications for the Class Representatives' Service Payments, and Class Counsel's request for attorneys' fees and litigation costs; (3) a formula used to determine the Class Member's estimated Individual Class Payment and Individual PAGA payment; (4) how to participate in the Settlement; (5) how to object to the Settlement or to opt-out if a Class Member wishes to do so, and Class Members' right to appear through counsel if they desire; and (6) how to obtain additional information regarding the Actions and the Settlement. (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class Members of their rights under the settlement. Counsel for the Parties are authorized to correct any typographical errors in the Notice Packet and to make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the documents. The Court further finds that the distribution of the Class Notice is substantially in the manner and form set forth in the Settlement Agreement

and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Settlement Agreement.

7. It is ordered that the Settlement Class is preliminarily certified for Settlement purposes only. For Settlement purposes only, the Court conditionally certifies the following Class: "all current or former hourly, non-exempt employees who worked for Defendants in California from July 29, 2021 through Preliminary Approval of the Settlement." The Settlement Class, however, shall not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as provided in this Settlement.

8. The Court also approves for Settlement purposes only that Aggrieved Employees are the following: "all persons who are worked for Defendants in the State of California as non-exempt workers during the period from October 15, 2024 through _____."

9. The Court concludes that, for Settlement purposes only, the Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiffs are typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

10. The Court confirms Plaintiff Alicia C. Persaud as Class Representative, and Joseph Lavi, Vincent Granberry, Margaux Gundzik, Alexander J. Aroeste, and all lawyers affiliated with this firm as Class Counsel.

///

11. The Court confirms the appointment of Apex Class Action LLC as the Settlement Administrator.

12. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the Released Class Claims against the Released Parties, unless and until such Class Members have submitted valid Requests for Exclusion with the Settlement Administrator; this provision is intended to provide all Class Members the opportunity to participate in or to opt out of the Settlement, and to ensure finality of the Settlement and the Released Class Claims.

13. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendants to Submit Class Data to Settlement Administrator	[30 calendar days after Order Granting Preliminary Approval]
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	[45 calendar days after Order Granting Preliminary Approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 calendar days after mailing of Class Notice, plus 14 calendar days for Class Notices that have been re-mailed]
d.	Deadline for Class Members to Postmark any Objections to Settlement	[45 calendar days after mailing of Class Notice, plus 14 calendar days for Notices that have been re-sent]
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs and Service Payment	[16 Court days before Final Approval Hearing]

f.	Deadline for Settlement Administrator to Provide Class Counsel Declaration of Due Diligence and Compliance	[7 calendar days before Class Counsel's deadline to File Motion for Final Approval of Settlement]
g.	Deadline for Defendants to provide writing of its choice to withdraw from Settlement to Class Counsel (if applicable)	[14 calendar days after Settlement Administrator provides Exclusion List to Defendant, if the number of opt-outs exceeds 5% of Class Members]
h.	Final Fairness Hearing and Final Approval	
i.	Deadline for Defendants to fund Settlement (if Settlement is Effective)	[30 calendar days after Final Approval Effective Date]
j.	Deadline for Settlement Administrator to mail the Individual Class Payments, Individual PAGA Payments, Service Payment, LWDA PAGA Payment, and to wire transfer Class Counsel Fees Payment and Class Counsel Expense Payment (if Settlement is Effective)	[30 calendar days after Defendants fund Settlement]
k.	Deadline for Class Members to cash Individual Class Payments and Individual PAGA Payments (if Settlement is Effective)	[120 calendar days after Settlement Administrator mails Individual Class Payments and Individual PAGA Payments]
l.	Deadline for Settlement Administrator to distribute uncashed checks to *cy pres* recipient (if Settlement is Effective)	[Within 120 calendar days after the deadline for Class Members to cash Individual Class Payments and Individual PAGA Payments]
m.	Settlement Administrator to File Proof of Payment of Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, and LWDA PAGA Payment, and to wire transfer the Class Counsel Fees Payment and the Class Counsel Expenses Payment (if Settlement is Effective)	[Within 21 days calendar days after the deadline for Settlement Administrator to pay uncashed check amount to *cy pres* beneficiary]

14. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

15. As of the date this Order is signed, all dates and deadlines associated with the Actions shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of Settlement of the Actions.

IT IS SO ORDERED.

Dated: _____

_____
HONORABLE BETH MCGOWEN
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

FINAL APPROVAL ORDER

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Attorneys for Plaintiff,
ALICIA C. PERSAUD

STATE OF CALIFORNIA

SUPERIOR COURT FOR THE COUNTY OF SANTA CLARA

ALICIA C. PERSAUD, an individual, on behalf of herself and all others similarly situated, Plaintiff, v. KIDSART, INC.; KIDSART-SANTA CRUZ, INC.; KIDSART-CLAREMONT, INC.; KIDSART-VALENCIA, INC.; KIDSART-GLENDORA, INC.; KIDSART-LOS ALTOS, INC.; KIDSART-LOS ANGELES, AND KIDS-ART MONROVIA, INC., California corporations, and DOES 1-50, inclusive, Defendants.	Class Action Case No.: 25CV471771 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT**

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced class and representative action ("Actions") having come before the Court on _____, for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement and Judgement ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered _____, and as set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") in the Actions, and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement, the term "Settlement Class" and "Class Members" means the following: all current or former non-exempt employees who worked for Defendants in California from July 29, 2021 through the Preliminary Approval of the Settlement. The Settlement Class, however, shall not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as provided in this Settlement. The "Class Period" shall be July 29, 2021 through _____.

3. Aggrieved Employees shall mean the following: all persons who are worked for Defendants in the State of California as non-exempt workers during the period from October 15, 2024 through _____. The "PAGA Period" is October 15, 2024 through _____.

4. For purposes of the Settlement and this Final Order, "Released Parties" as referenced herein and as released in the Settlement shall collectively mean: (i) Defendants; (ii) each of Defendants' respective past, present and future parents, subsidiaries, corporations, limited liability companies or partnerships; (iii) the past, present and future board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, agents,

representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

5. The term "Actions" means the above-referenced class and PAGA actions.

6. This Court has jurisdiction over the subject matter of these Actions and over all Parties to the Actions, including all Class Members.

7. Distribution of the Class Notice directed to the Class Members and Aggrieved Employees as set forth in the Settlement, and the other matters set forth therein, has been completed in conformity with the Preliminary Approval Order, including notice to all Class Members and Aggrieved Employees who could be identified through reasonable effort, is the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.

8. All Class Members and all Released Class Claims are covered by and included within the Settlement and this Final Order. The deadline for opting out and objecting to the Settlement was _____. A total of ___ Class Members opted out of the Settlement; those persons who opted out of the Settlement are not Class Members and are not bound by the Released Class Claims. No Class Members objected to the Settlement. All Aggrieved Employees and all Released PAGA Claims are covered by and included within the Settlement and this Final Order.

9. The Settlement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil

Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

a) The Settlement was reached through arm's-length bargaining between the Parties. There has been no collusion between the parties in reaching the proposed Settlement;

b) The Parties' investigation and discovery have been sufficient to allow the court and counsel to act intelligently;

c) Plaintiff's Counsel are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming wage and hour violations; all counsel recommended approval of the Settlement;

d) The percentage of objectors and requests for exclusion is small. ___ objections were received. ___ requests for exclusion were received;

e) The participation rate was high. ___ Class Members will be mailed a check for their Settlement Share, which represents ____% of the Class;

f) The Gross Settlement Amount to be paid by Defendants pursuant to the Settlement is $350,000.00, plus the employer's taxes to be paid separately for the wage portion of the Individual Settlement Payments. The consideration to be given to the Class Members and Aggrieved Employees under the terms of the Settlement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the Settlement of this Action and release of the Released Class Claims and the Released PAGA Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the action

10. The Court hereby approves the Settlement set forth in the Stipulation and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations before a well-respected class action mediator. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional

substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified for Settlement purposes only.

11. Upon the Effective Date of the Settlement, each Participating Class Member will release the Released Parties of all claims under state, federal and local law that were or could have been asserted against the Released Parties based on the facts and allegations made in the Actions, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, et seq., 2802, 6317, 6401.7, 6401.9, California Industrial Commission Wage Orders, Business and Professions Code sections 17200, *et seq.*, California Code of Civil Procedure sections 382 and 1021.5, Division of Labor Standards Enforcement Policies and Interpretations Manual, Section 49.1.2, and all claims for or related to alleged unpaid wages, failure to pay minimum wages, non-payment for hours worked, failure to pay overtime or double time wages, failure to pay at the regular rate of pay, failure to pay unreimbursed business expenses, failure to make timely payment of wages at separation of employment, failure to provide complete and accurate wage statements, payroll records and recordkeeping, failure to authorize or permit meal periods and meal period premiums, failure to authorize or permit rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, declaratory relief, penalties of any nature (including waiting time penalties and civil penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively "Released Class Claims") during the Class Period. Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims outside the Released Class Claims.

12. Upon the Effective Date of the Settlement, each PAGA Member will release the Released Parties of all claims pursuant to the Private Attorneys General Act (codified in Labor Code § 2698, et seq.) arising during the PAGA Period seeking civil penalties under PAGA, that

Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the Aggrieved Employees, asserted or could reasonably have asserted against the Released Parties based on the facts alleged in the PAGA Action and/or the LWDA letter, including all claims arising under the California Labor Code 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq*., 2802, 6317, 6401.7, 6401.9, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, *et seq*., and Division of Labor Standards Enforcement Policies and Interpretations Manual, Section 49.1.2, as alleged in the Action (collectively "Released PAGA Claims") regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to this Settlement. Aggrieved Employees cannot and do not have the right to opt out of the PAGA Group and/or release of their PAGA claims against the Released Parties. As such, an individual opting out of the Settlement Class has no impact as to his/her standing and/or inclusion in the PAGA Group assuming they/he/she qualifies as a PAGA Member. Upon entry of Judgment, the Released Class Claims and the Released PAGA Claims will be subject to claim preclusion.

13. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Actions or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Settlement

Agreement, the Released Class Claims, the Released PAGA Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Actions, or submit in any other proceeding, the Final Order, the Settlement Agreement, and any other papers and records on file in the Actions as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

14. The Court hereby enters judgment in the entire Actions as of the filing date of this Final Order pursuant to the terms set forth in the Settlement Agreement. Without affecting the finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

15. The Court finds the settlement payments provided for under the Settlement to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

16. The Court hereby confirms Joseph Lavi, Vincent Granberry, Margaux Gundzik, Alexander J. Aroeste, and all lawyers affiliated with Lavi & Ebrahimian, LLP as Class Counsel.

17. The Court further finds that the common fund doctrine is applicable to this Actions because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be accurately traces to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The Court finds the attorneys' fees request of 33.33 percent of the common fund to be appropriate compensation for Class Counsel. The attorneys' fees request is within the range that has been approved by other Courts in similar cases and reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on behalf of the Class, and the contingent nature of the recovery over the course of this Actions, which included potential loss at summary judgment, certification, and/or trial proceedings. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court

hereby awards Class Counsel attorneys' fees in the amount of $_____, and attorneys' costs in the amount of $_____, from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Actions. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered by the Administrator pursuant to the terms of the Settlement and made payable to and deposited into the bank accounts of Class Counsel in the Actions. The allocation and distribution of the Court-awarded attorneys' fees and costs is subject to a separate arrangement and agreement between Class Counsel.

18. The Court also hereby approves and orders Class Representatives Service Award to Plaintiff and Class Representative Alicia C Persaud in the amount of $10,000 from the Gross Settlement Amount.

19. The Agreement provides for a PAGA Payment of $10,500.00, which is allocated 65% to the LWDA and 35% to the Aggrieved Employees as part of the Gross Settlement Amount, which the Court finds to be reasonable. The Court also hereby approves and orders payment in the amount of $6,825.00 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor Workforce Development Agency.

20. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Claims Administrator in the amount of _____.

21. The Court also hereby approves and orders that any uncashed Individual Class Payment checks or Individual PAGA Payment checks are cancelled after the void date, and the Administrator shall transmit the funds represented by such checks to the Parties' mutually agreed-upon *cy pres* recipients, Bay Area Legal Aid and Koinonia Family Services in equal amounts (50% and 50%), thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure § 384, subd. (b).

22. The Court also hereby finds and orders that the Settlement is and constitutes a fair, adequate, and reasonable compromise of the Released Class Claims and Released PAGA Claims against Defendants and the Released Parties.

23. Provided the Settlement becomes effective under the terms of the Settlement Agreement, the Court also hereby orders that the deadline for mailing the Court-approved Individual Class Payments, Individual PAGA Payments, Class Representatives' Service Payments, the LWDA PAGA Payment, Class Counsel's Fees Payment, and Class Counsel's Expenses Payment, is as set forth in the Implementation Schedule within the Preliminary Approval Order.

24. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

_____
HONORABLE BETH MCGOWEN
JUDGE OF THE SUPERIOR COURT