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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CHRISTIN ENRIGHT and AARON LE, individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

v.

KA PRESCHOOL OF HUNTINGTON BEACH, a California corporation; KA PRESCHOOL OF COSTA MESA, a California corporation; KA PRESCHOOL OF IRVINE CORPORATION, a California corporation; KA PRESCHOOL OF ORANGE, a California corporation; KA PRESCHOOL OF SANTA ANA, INC., a California corporation; KA PRESCHOOL OF TUSTIN, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2024-01442772-CU-OE-CXC

Assigned for all purposes to Hon. David A. Hoffer, Dept. CX103

SUPPLEMENTAL DECLARATION OF JAMES YOO IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing:
Date: October 26, 2026
Time: 1:30 p.m.
Dept.: CX103

Complaint Filed: November 27, 2024
Trial Date: None Set

I, James Yoo, declare as follows:

1. I am an attorney licensed to practice law in the State of California and an attorney at Wilshire Law Firm, PLC, counsel of record for Plaintiffs Christin Enright and Aaron Le ("Plaintiffs") and proposed Class Counsel. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would testify competently to them.

2. On June 22, 2026, the Court issued its ruling on Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Ruling") and continued the hearing to October 26, 2026. The Ruling directed counsel to submit an amendment to the settlement agreement rather than an amended settlement agreement, to provide red-lined versions of any revised papers, and to explain how each pending issue was resolved, with references to the corrections made to the settlement agreement and the class notice. I submit this declaration for that purpose.

3. Attached as **Exhibit 5** is a true and correct copy of the First Amendment to Class Action and PAGA Settlement Agreement (the "Amendment"), which amends the Class Action and PAGA Settlement Agreement executed in February 2026 (the "Agreement"). Attached as **Exhibit 6** is a red-lined copy of the Class Notice showing every change from the version previously submitted to the Court. Attached as **Exhibit 7** is a clean copy of the amended Class Notice, including the new Request for Exclusion Form, which is also attached to the Amendment as its Exhibit A. Attached as **Exhibit 8** is a red-lined copy of the revised [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, showing every change from the proposed order lodged with the motion. The clean revised proposed order is lodged concurrently.

4. Because Section 1 of the Agreement repeats paragraph numbers 1.1 through 1.17, this declaration and the Amendment identify paragraphs in Section 1 by both paragraph number and defined term. Each issue identified in the Ruling, and how it was resolved, is addressed below.

A. Attorneys' Fees

5. The Ruling states that the Court is inclined to approve attorneys' fees of only 30% of the Gross Settlement Amount and permits the Parties to reduce the request by amendment to the Agreement and the Class Notice. The Parties did so. Section 2 of the Amendment revises Paragraph 1.7 (definition of "Class Counsel Fees Payment") and Paragraph 3.2.2 of the Agreement so that Class Counsel will request no more than 30% of the Gross Settlement Amount, currently estimated at $150,000.00. Sections 7 and 16 of the Class Notice

were revised to match. (Ex. 6, §§ 7, 16.) Any amount not awarded remains in the Net Settlement Amount for distribution to Participating Class Members. (Agreement ¶ 3.2.2.)

B. Enhancement Awards

6. The Ruling notes that Plaintiffs' declarations requested $10,000.00 for Ms. Enright and $5,000.00 for Mr. Le, while the Agreement and Class Notice referred only to $10,000.00 without stating whether that amount applied to each Plaintiff or to both. Paragraph 3.2.1 of the Agreement provides for "the Enhancement Award to Plaintiffs of not more than $10,000.00," and Paragraph 1.15 defines "Enhancement Award(s)" as the payment to the Class Representatives. The Parties intended the $10,000.00 limit to apply to each Plaintiff.

7. To remove the ambiguity, Section 3 of the Amendment revises Paragraph 3.2.1 to state that each Plaintiff may request an Enhancement Award of not more than $10,000.00, for a total of not more than $20,000.00, and that Defendant will not oppose requests within those amounts. Sections 7 and 16 of the Class Notice now state the amount requested for each named Plaintiff separately. (Ex. 6, §§ 7, 16.) Mr. Le has submitted a supplemental declaration, filed concurrently, conforming his request to $10,000.00. The documents are now consistent.

8. Plaintiffs understand that the Court will determine the amount of any Enhancement Award at final approval. Each Plaintiff will submit a declaration in support of the final approval motion describing the time spent, the risks undertaken, and the services provided to the Class, and stating his or her anticipated total compensation from the Settlement apart from any Enhancement Award. Any amount not awarded will remain in the Net Settlement Amount for distribution to Participating Class Members. (Agreement ¶ 3.2.1.) The Class Notice also no longer states, as the prior version did in Section 7, that the enhancement award compensates Plaintiff for a "broader general release." Plaintiffs do not seek the Enhancement Awards as compensation for their general releases. To the extent the moving papers suggested otherwise (Mem. of P. & A. at p. 14; Gomez Decl. ¶¶ 30, 32), Plaintiffs withdraw that characterization.

C. Estimated Payments to Class Members and Aggrieved Employees

9. The Ruling requires the average estimated payment for preliminary approval, and the estimated high and low payments at final approval if they are not available now. Based on

Defendant's representation that there are 521 Class Members who worked a total of 30,616 Workweeks during the Class Period (Agreement ¶ 4.1), and assuming the Court awards the maximum amounts requested and no Class Member opts out, the estimated amounts are:

Gross Settlement Amount	$500,000.00
Less Class Counsel Fees Payment (30%)	($150,000.00)
Less Class Counsel Litigation Expenses (maximum)	($30,000.00)
Less Enhancement Awards (maximum, $10,000.00 each)	($20,000.00)
Less PAGA Penalties	($50,000.00)
Less Administration Costs (maximum)	($10,000.00)
Estimated Net Settlement Amount	**$240,000.00**

10. On these assumptions, the estimated value of each Workweek is approximately $7.84 ($240,000.00 / 30,616 Workweeks), and the estimated average Individual Class Payment is approximately $460.65 ($240,000.00 / 521 Class Members). This updates the estimated average of approximately $429.62 stated in the moving papers, which assumed a fee request of one-third of the Gross Settlement Amount. The Aggrieved Employees' 35% share of the PAGA Penalties is $17,500.00. Plaintiffs' estimate of maximum PAGA penalties, $746,000.00 at $100 per pay period, reflects the approximately 7,460 PAGA Pay Periods worked during the PAGA Period. (Gomez Decl. ¶¶ 15, 22.) On that basis, each PAGA Pay Period is worth approximately $2.35 ($17,500.00 / 7,460). There are approximately 233 Aggrieved Employees (Gomez Decl. ¶ 15), so the estimated average Individual PAGA Payment is approximately $75.11 ($17,500.00 / 233). The estimated highest and lowest individual payments are not yet available because they depend on the Class Data Defendant will provide to the Administrator after preliminary approval (Agreement ¶ 4.2). Plaintiffs will provide them in the motion for final approval. These figures are estimates; the actual amounts will depend on the amounts the Court awards, the number of opt-outs, and the final Workweek and Pay Period counts.

D. Allocation of Individual Class Payments to Wages

11. Paragraph 3.2.4.1 of the Agreement allocated 15% of each Individual Class Payment to wages and 85% to penalties and interest. The Ruling asks for either an increase to

33⅓% or an explanation of why the allocation is not at least 33⅓%. The Parties increased the allocation. Section 7 of the Amendment revises Paragraph 3.2.4.1 so that 33⅓% of each Individual Class Payment is allocated to wages, subject to tax withholding and reported on IRS Form W-2, and 66⅔% is allocated to interest and penalties, reported on IRS Form 1099. Section 8 of the Class Notice was revised to match. (Ex. 6, § 8.) Defendants will continue to pay the employer's share of payroll taxes on the wage portion separately from the Gross Settlement Amount. (Agreement ¶ 3.1.)

E. Disputes Regarding Requests for Exclusion (Agreement ¶ 7.5.2)

12. The Ruling directs that the Court, not the Administrator, ultimately decide any unresolved dispute about the authenticity of a request to opt out. Section 5 of the Amendment deletes the provisions of Paragraph 7.5.2 that made the Administrator's determinations "final and not appealable or otherwise susceptible to challenge." It replaces them with a provision that the Administrator, Class Counsel, and Defense Counsel will meet and confer to try to resolve any dispute about the validity or authenticity of a Request for Exclusion, and that the Court will decide any dispute they cannot resolve. Section 12 of the Class Notice was revised to say the same. (Ex. 6, § 12.)

F. Workweek and Pay Period Disputes (Agreement ¶¶ 7.6, 7.8.4)

13. The Ruling directs that, while the Administrator and the Parties will attempt to resolve any Workweek dispute, the Court will ultimately decide any unresolved dispute. Section 6 of the Amendment revises Paragraph 7.6 and Paragraph 7.8.4 accordingly and removes the language making the Administrator's decisions final. Section 9 of the Class Notice was revised to match. (Ex. 6, § 9.)

G. Corrections to the Class Notice

14. Exclusion form. The Class Notice now encloses a one-page Request for Exclusion Form that Class Members can complete, sign, and return. (Ex. 6, final page.) The form is referenced in the "Your Legal Rights and Options" table on page 1 and in Section 12. It states that Class Members who are also Aggrieved Employees cannot opt out of the PAGA portion of the Settlement, will still receive their Individual PAGA Payments, and will be bound by the

release of the Released PAGA Claims. Section 4 of the Amendment revises Paragraphs 1.12 (definition of "Class Notice"), 1.27 (definition of "Request for Exclusion"), 7.4.2, and 7.5.1 of the Agreement to provide for the form. Class Members may still submit another signed writing that reasonably communicates their election to be excluded, and the Administrator will not reject a request only because it omits information. (Agreement ¶ 7.5.2.)

15. Enhancement awards (Section 7). Section 7 of the Class Notice now states the Enhancement Award requested for each named Plaintiff, as discussed in Part B above. (Ex. 6, § 7.) Section 16 was revised the same way.

16. Class Period (pages 1 and 2). The Ruling notes that the Class Period described on pages 1 and 2 of the Class Notice must match the Class Period defined in the Agreement, which ended on the date the Court grants preliminary approval rather than December 31, 2025. (Agreement ¶ 1.13.) In preparing these supplemental papers, Class Counsel confirmed that the Memorandum of Understanding the Parties executed following the December 15, 2025 mediation provided that the class period ends December 31, 2025, and that Paragraph 1.13 of the Agreement did not conform to that term. Section 10 of the Amendment therefore amends Paragraph 1.13 so that the Class Period runs from November 27, 2020 through December 31, 2025, the same date on which the PAGA Period ends. The Class Period stated in the Class Notice (page 1, Section 1, and Section 8) now matches the Agreement as amended, so no change to those dates appears in the red-lined Class Notice. (Exs. 6, 7.) Because the Class Period has a fixed end date, the Class Notice will state the actual Class Period, and no person will be told that he or she is a Class Member and later be told otherwise. The Released Class Claims are limited to claims arising during the Class Period. (Agreement ¶ 5.2.) The revised [Proposed] Order states the same Class Period. (Ex. 8, ¶ 5.)

17. Defendants (top of page 3). Section 1 of the Class Notice now lists every Defendant by name: KA Preschool of Huntington Beach, KA Preschool of Costa Mesa, KA Preschool of Irvine Corporation, KA Preschool of Orange, KA Preschool of Santa Ana, Inc., and KA Preschool of Tustin. (Ex. 6, § 1.)

18. Releases (page 6). Section 11 of the Class Notice now tracks the Agreement. The Released Class Claims and Released PAGA Claims track Paragraphs 5.2 and 5.3 of the Agreement. The definition of Released Parties tracks Paragraph 1.26 (definition of "Released Parties"), which is limited to Defendant and Defendant's officers, directors, employees, and agents. The effective date of the releases tracks Section 5 of the Agreement: the date Defendant fully funds the Gross Settlement Amount and all employer payroll taxes. (Ex. 6, § 11.)

H. Additional Conforming Changes

19. Section 8 of the Amendment revises Paragraph 3.2.3 to remove the "good cause" exception, so that the Administration Costs may not exceed $10,000.00 in any event. The Administrator's bid of $9,500.00 assumed 500 Class Members (Gomez Decl. ¶ 10, Ex. 2), and Defendants' records reflect 521, so the Parties retained the Agreement's $10,000.00 limit rather than the bid amount. The Class Notice states the same $10,000.00 limit. (Ex. 6, § 7.) Section 9 of the Amendment corrects the mediation date in Paragraph 2.2 of the Agreement to December 15, 2025, the date stated in the moving papers. Consistent with the Ruling, the Amendment also states that the amended Class Notice supersedes the prior Exhibit A to the Agreement and that the Spanish translation will conform to the amended English version. (Amendment § 11.) Section 12 of the Amendment confirms that the Agreement's references to the "Action," "Class Action," and "PAGA Action" refer to this single action, and that references to the operative complaint refer to the Second Amended Complaint filed December 9, 2025. The Class Notice also now (i) states the deadline for disputing Workweeks or PAGA Pay Periods (Ex. 6, § 9), and (ii) tells Class Members that the settlement documents are available on the Administrator's website and that the Final Approval Order and Judgment will be posted there for at least 180 days after entry (Ex. 6, § 22). (See Cal. Rules of Court, rule 3.771(b).) The revised [Proposed] Order conforms to these changes. Among other things, it reduces the fee figure to 30%, states the enhancement for each Plaintiff, removes the word "estimated" from the Administrator's not-to-exceed amount, describes the deductions as subject to the Court's approval, quotes the releases, provides for posting of the judgment, states the Class Period as amended, and leaves the Final Approval Hearing date for the Court to set. (Ex. 8.)

20. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in this case. (Gomez Decl. ¶ 13; see Cal. Rules of Court, rule 3.769.)

I. Notice to the LWDA and Defendants

21. Plaintiffs are serving this declaration, the Amendment, and the amended Class Notice on the LWDA at the same time they are filed. Proofs of service will be filed with the Court.

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

Executed on October 12, 2026, at Los Angeles, California.

James Yoo, Esq.

EXHIBIT 5

FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Christin Enright & Aaron Le v. KA Preschool of Huntington Beach, et al.
Orange County Superior Court, Case No. 30-2024-01442772-CU-OE-CXC
Assigned for all purposes to Hon. David A. Hoffer, Dept. CX103

This First Amendment to Class Action and PAGA Settlement Agreement ("Amendment") is made by and between Plaintiffs Christin Enright and Aaron Le ("Plaintiffs") and Defendants KA Preschool of Huntington Beach, KA Preschool of Costa Mesa, KA Preschool of Irvine Corporation, KA Preschool of Orange, KA Preschool of Santa Ana, Inc., and KA Preschool of Tustin (collectively, "Defendant"). Plaintiffs and Defendant are referred to collectively as the "Parties." Capitalized terms not defined in this Amendment have the meanings given to them in the Class Action and PAGA Settlement Agreement executed by the Parties and their counsel in February 2026 (the "Agreement").

RECITALS

A. On or about February 17, 2026, the Parties and their counsel fully executed the Agreement.

B. Plaintiffs moved for preliminary approval of the Settlement. In its ruling on the motion heard June 22, 2026 (the "Ruling"), the Court continued the hearing to October 26, 2026, identified issues to be addressed before it would grant preliminary approval, and directed the Parties to submit an amendment to the Agreement rather than an amended settlement agreement.

C. Under Paragraphs 6.3, 11.6, and 11.9 of the Agreement, the Parties agreed to work together in good faith to modify the Agreement to satisfy the Court's concerns, and the Agreement may be amended by a written instrument signed by all Parties or their representatives and approved by the Court.

D. The Parties enter into this Amendment to address the Court's concerns stated in the Ruling and to clarify certain terms of the Agreement, including the amount of the Enhancement Award each Plaintiff may request.

NOW, THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Paragraph References.

Section 1 of the Agreement repeats paragraph numbers 1.1 through 1.17. For clarity, paragraphs of Section 1 are identified in this Amendment by both paragraph number and defined term.

2. Class Counsel Fees Payment (Paragraphs 1.7 and 3.2.2).

2.1 Paragraph 1.7 (definition of "Class Counsel Fees Payment") is amended to read in full:

> "Class Counsel Fees Payment" means an award of attorneys' fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will request approval from the Court of up to thirty percent (30%) of the GSA (currently estimated to be $150,000.00, based on a GSA of $500,000.00).

2.2 The first sentence of Paragraph 3.2.2 is amended to read in full:

> To Class Counsel: A Class Counsel Fees Payment of not more than thirty percent (30%) of the GSA, which is currently estimated to be $150,000.00, and a Class Counsel Litigation Expenses Payment for actual costs.

The remainder of Paragraph 3.2.2 is unchanged.

3. Clarification of Enhancement Awards (Paragraph 3.2.1).

Paragraph 3.2.1 of the Agreement provides for an Enhancement Award to Plaintiffs of not more than $10,000.00. The Parties confirm that they intended this amount to apply to each Plaintiff. To remove any ambiguity, the first two sentences of Paragraph 3.2.1 are amended to read in full:

> To Plaintiffs: Enhancement Awards of not more than $10,000.00 each to Plaintiff Christin Enright and Plaintiff Aaron Le (not more than $20,000.00 in total), in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' requests for Enhancement Awards that do not exceed these amounts.

The remainder of Paragraph 3.2.1 is unchanged.

4. Request for Exclusion Form (Paragraphs 1.12, 1.27, 7.4.2, and 7.5.1).

4.1 Paragraph 1.12 (definition of "Class Notice") is amended to read in full:

"Class Notice" means the Court approved Notice of Settlement and hearing date for Final Approval, together with the Request for Exclusion Form enclosed with it ("Request for Exclusion Form"), to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A to the First Amendment to Class Action and PAGA Settlement Agreement and incorporated by reference into this Agreement.

4.2 Paragraph 1.27 (definition of "Request for Exclusion") is amended to read in full:

"Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member, including a completed and signed Request for Exclusion Form.

4.3 The following sentence is added to Paragraph 7.4.2 after its first sentence:

The Administrator shall enclose the Request for Exclusion Form, with Spanish translation, with each Class Notice it mails or re-mails.

4.4 The second sentence of Paragraph 7.5.1 is amended to read in full, and the following sentence is added after it:

A Request for Exclusion is a completed and signed Request for Exclusion Form, or another written request 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. The Request for Exclusion Form shall state that Class Members who are also Aggrieved Employees may not opt out of the PAGA portion of the Settlement, will still receive their Individual PAGA Payments, and will be bound by the release of the Released PAGA Claims.

5. Disputes Regarding Requests for Exclusion (Paragraph 7.5.2).

5.1 The sentence of Paragraph 7.5.2 that reads "The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge." is deleted.

5.2 The last sentence of Paragraph 7.5.2, which reads "The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.", is deleted and replaced with the following:

> The Administrator, Class Counsel, and Defense Counsel will meet and confer in good faith to attempt to resolve any dispute regarding the validity or authenticity of a Request for Exclusion. The Court will decide any such dispute that the Administrator and the Parties are unable to resolve.

6. Workweek and Pay Period Challenges (Paragraphs 7.6 and 7.8.4).

6.1 The sentence of Paragraph 7.6 that reads "The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge." is deleted and replaced with the following:

> The Administrator and the Parties will attempt in good faith to resolve any challenge to the allocation of Workweeks and/or Pay Periods. The Court will decide any challenge that the Administrator and the Parties are unable to resolve.

6.2 Paragraph 7.8.4 is amended to read in full:

> Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make initial decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator and the Parties will attempt in good faith to resolve any such challenge. The Court will decide any challenge that the Administrator and the Parties are unable to resolve.

7. Tax Allocation of Individual Class Payments (Paragraph 3.2.4.1).

Paragraph 3.2.4.1 of the Agreement is amended to read in full:

> Tax Allocation of Individual Class Payments. Thirty-three and one-third percent (33⅓%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining sixty-six and two-thirds percent (66⅔%) of each Participating Class

Member's Individual Class Payment will be allocated to the settlement of 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 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

8. Administration Costs (Paragraph 3.2.3).

The first sentence of Paragraph 3.2.3 of the Agreement is amended to read in full:

> To the Administrator: An Administrator Costs Payment for actual costs, not to exceed $10,000.00, as approved by the Court.

The remainder of Paragraph 3.2.3 is unchanged.

9. Correction of Mediation Date (Paragraph 2.2).

The first sentence of Paragraph 2.2 of the Agreement is corrected to read in full:

> On December 15, 2025, the Parties participated in an all-day mediation presided over by mediator Lisa Klerman.

10. Class Period (Paragraph 1.13).

Paragraph 1.13 of the Agreement (definition of "Class Period" or "Class Settlement Period") is amended to read in full:

> "Class Period" or "Class Settlement Period" means the period from November 27, 2020 through December 31, 2025 ("Settlement Class Period").

This amendment conforms the Agreement to the Memorandum of Understanding the Parties executed following the December 15, 2025 mediation, which provided that the class period ends December 31, 2025. The PAGA Period, as defined in Paragraph 1.17 (definition of "PAGA Period"), is unchanged and also ends December 31, 2025.

11. Amended Class Notice (Exhibit A).

The Class Notice attached as Exhibit A to the Agreement is superseded by the amended Class Notice, including the Request for Exclusion Form, attached as Exhibit A to this Amendment. The

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Spanish translation of the Class Notice and Request for Exclusion Form shall conform to the amended English version.

12. Action and Operative Complaint.

References in the Agreement to the "Action," "Actions," "Class Action," and "PAGA Action" each refer to the single action captioned *Christin Enright & Aaron Le v. KA Preschool of Huntington Beach, et al*., Orange County Superior Court, Case No. 30-2024-01442772-CU-OE-CXC, in which the PAGA claims were added by amended complaint. References in the Agreement to the "Operative Class Complaint," the "Operative PAGA Complaint," the "Operative Complaint," and "the complaint filed in" the Class Action or PAGA Action each refer to the Second Amended Complaint filed on December 9, 2025.

13. General Provisions.

13.1 Effect of Amendment. Except as expressly amended by this Amendment, all terms of the Agreement remain in full force and effect. If there is any conflict between this Amendment and the Agreement, this Amendment controls.

13.2 Court Approval. This Amendment is subject to approval by the Court. If the Court does not approve this Amendment, the Parties will proceed as provided in Paragraphs 6.3 and 11.6 of the Agreement.

13.3 Counterparts. This Amendment may be executed in one or more counterparts, by facsimile, electronically (e.g., DocuSign), or by email, each of which shall be deemed an original and all of which together shall constitute one instrument.

13.4 Integration. The Agreement, as amended by this Amendment, together with its exhibits, constitutes the entire agreement between the Parties relating to the Settlement.

IT IS SO AGREED.

PLAINTIFFS:

DATED: 10/6/2026

DocuSigned by:
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Plaintiff Christin Enright

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DATED: 10/6/2026

DocuSigned by:
Aaron Le
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Plaintiff Aaron Le

DEFENDANTS:

DATED: _____

_____
Defendant KA Preschool of Huntington Beach

By: _____
Name: _____
Title: _____

DATED: _____

_____
Defendant KA Preschool of Costa Mesa

By: _____
Name: _____
Title: _____

DATED: _____

_____
Defendant KA Preschool of Irvine Corporation

By: _____
Name: _____
Title: _____

DATED: _____

_____
Defendant KA Preschool of Orange

By: _____
Name: _____
Title: _____

DATED: _____

_____
Plaintiff Aaron Le

DEFENDANTS:

DATED: 10-8-26

_____
Defendant KA Preschool of Huntington Beach
By: _____
Name: JOSEPH HAIKAL
Title: President

DATED: 10-8-26

_____
Defendant KA Preschool of Costa Mesa
By: _____
Name: JOSEPH HAIKAL
Title: President

DATED: 10-8-26

_____
Defendant KA Preschool of Irvine Corporation
By: _____
Name: JOSEPH HAIKAL
Title: President

DATED: 10-8-26

_____
Defendant KA Preschool of Orange
By: _____
Name: JOSEPH HAIKAL
Title: President

DATED: 10-8-26

Defendant KA Preschool of Santa Ana, Inc.

By: _____
Name: JOSEPH HAIKAL
Title: President

DATED: 10-8-26

Defendant KA Preschool of Tustin

By: _____
Name: JOSEPH HAIKAL
Title: President

APPROVED AS TO FORM BY COUNSEL:

DATED: _____

WILSHIRE LAW FIRM, PLC

By: _____
Tyler J. Woods
James Yoo
Heriberto Ponce
Ruby Carrera
Trenten N. Bilodeaux
Attorneys for Plaintiffs Christin Enright and Aaron Le

DATED: 10/12/26

NEWMEYER & DILLION LLP

By: _____
Michael J. Studenka
Jessica L. Garland
Attorneys for Defendants KA Preschool of Huntington Beach, KA Preschool of Costa Mesa, KA Preschool of Irvine Corporation, KA Preschool of Orange, KA Preschool of Santa Ana, Inc., and KA Preschool of Tustin

DATED: _____

_____
Defendant KA Preschool of Santa Ana, Inc.

By: _____
Name: _____
Title: _____

DATED: _____

_____
Defendant KA Preschool of Tustin

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM BY COUNSEL:

DATED: 10/07/2026

WILSHIRE LAW FIRM, PLC

By: _____
Tyler J. Woods
James Yoo
Heriberto Ponce
Ruby Carrera
Trenten N. Bilodeaux
Attorneys for Plaintiffs Christin Enright and Aaron Le

DATED: _____

NEWMEYER & DILLION LLP

By: _____
Michael J. Studenka
Jessica L. Garland
Attorneys for Defendants KA Preschool of Huntington Beach, KA Preschool of Costa Mesa, KA Preschool of Irvine Corporation, KA Preschool of Orange, KA Preschool of Santa Ana, Inc., and KA Preschool of Tustin

EXHIBIT 6

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

Christin Enright & Aaron Le v. KA Preschool of Huntington Beach, et al.
Orange County Superior Court, Case No. 30-2024-01442772-CU-OE-CXC

The Orange County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.

You may be eligible to receive money from employee class and representative action lawsuit ("Action") against KA Preschool of Huntington Beach, KA Preschool of Costa Mesa, KA Preschool of Irvine Corporation, KA Preschool of Orange, KA Preschool of Santa Ana, Inc., and KA Preschool of Tustin (collectively, "Defendant") for alleged wage and hour violations. The Actions were filed by former employees, Christin Enright and Aaron Le, and seek (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees ("Class Members") who worked for Defendant during the Class Period (November 27, 2020 to December 31, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Class Members who worked for Defendant during the PAGA Period (November 27, 2023 to December 31, 2025) ("Aggrieved Employees").

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

Based on Defendant's 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. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ Workweeks during the Class Period and you worked _____ Pay Periods during the PAGA Period**. The number of Workweeks attributed to you will be calculated by the Settlement Administrator using Defendant's records. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. To exclude yourself, complete and return the enclosed Request for Exclusion Form. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant KA Preschool of Huntington Beach, et al. at some point(s) between November 27, 2020 and December 31, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is November 27, 2023 through December 31, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Orange County Superior Court. The case is titled *Christin Enright et al. v. KA Preschool of Huntington Beach, et al. Orange County Superior Court, Case No. 30-2024-01442772-CU-OE-CXC*. The people who sued, Christin Enright and Aaron Le, are the Plaintiffs, and the ~~company~~companies sued, ~~*KA Preschool of Huntington Beach, et al.*, is the Defendant.~~KA Preschool of Huntington Beach, KA Preschool of Costa Mesa, KA Preschool of Irvine Corporation, KA Preschool of Orange, KA Preschool of Santa Ana, Inc., and KA Preschool of Tustin, are the Defendants (collectively, "Defendant").

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide rest periods and pay rest period premiums; (4) failure to indemnify employees for all necessary business expenditures; (5) failure to provide accurate itemized wage statements (6) failure to provide paid sick leave; (7) failure to timely pay wages during employment; (8) failure to timely pay wages upon separation of employment; (8) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, et seq.; and (9) civil penalties pursuant to PAGA based on the alleged violations of the California Labor Code listed above (the "Claims"). Defendant denies Plaintiff's Claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period, including current and former employees.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("Gross Settlement Amount" or "GSA") of up to $500,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of up to ~~one-third (1/3)~~thirty percent (30%) of the GSA, currently estimated to total ~~$166,650.00~~$150,000.00 and reimbursement for reasonable costs not to exceed $30,000.00; ~~an Enhancement Award of up to $10,000.00 to the Plaintiff (for Plaintiff's work and efforts prosecuting this case and Plaintiff's broader general release)~~Enhancement Awards of up to $10,000.00 each to Plaintiffs Christin Enright and Aaron Le (for a total of up to $20,000.00) for their work and efforts prosecuting this case on behalf of the Class; a PAGA Penalties payment of $50,000.00 to resolve the PAGA claims ("PAGA Penalties"); and Settlement Administration Costs in an amount not to exceed $10,000.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, ~~Class Representative Service Payment~~Enhancement Awards, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount is the "Net Settlement Amount" or the "NSA." The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $50,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or $32,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or $17,500.00 will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (November 27, 2020 to December 31, 2025). ~~Eighty-Five (85%)~~Sixty-six and two-thirds percent (66⅔%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and ~~fifteen percent (15%)~~thirty-three and one-third percent (33⅓%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The ~~15%~~33⅓% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant during the PAGA Period, you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class

Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on an IRS Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below. The Settlement Administrator and the Parties will attempt to resolve any dispute regarding the number of your Workweeks or PAGA Pay Periods. Any dispute that they cannot resolve will be decided by the Court. Any challenge must be submitted to the Settlement Administrator no later than [RESPONSE DEADLINE] (or 74 days after the Class Notice is mailed if your Class Notice was re-mailed).

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date and the Court's approval of the Settlement becoming final, including resolution of any appeals, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees after the Settlement is fully funded, which will not occur until approximately ___ days after the Effective Date.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and Defendant's ~~past and present agents, officers, directors, employees, attorneys, parent companies, subsidiaries, joint employers, affiliates, insurers, investors, shareholders and assigns~~officers, directors, employees and agents ("Released Parties"). The releases become effective ~~once the GSA is fully funded by Defendant~~on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the wage portion of the Individual Class Payments.

Released Class Claims: ~~All Class Members who do not timely and valid request for exclusion will waive and release the Released Parties from all claims arising during the Class Period which were asserted against Defendant in the operative complaint filed in the Action or which reasonably could have been asserted against Defendant based on the factual allegations stated in the operative complaint filed in the Action, including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, and including but not limited to claims for unpaid wages, unpaid overtime, failure to pay minimum wages, failure to provide rest periods, failure to pay all wages due upon separation of employment, inaccurate wage statements, failure to reimburse business expenses, failure to provide paid sick leave, failure to timely pay wages during employment, and violation of California's unfair competition laws.~~ All Participating Class Members will waive and release all claims asserted in the complaint filed in the Action or that could have been based on the factual allegations asserted in the complaint filed in the Action during the Class Period (collectively the "Released Class Claims").

Released PAGA Claims: ~~The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, and the State of California are all claims under PAGA arising during the PAGA Period (a) which were asserted against Defendant in Plaintiff's PAGA Notice and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against Defendant based on the factual allegations stated in Plaintiff's PAGA Notice and/or the operative complaint filed in the Action, including claims for unpaid wages, unpaid overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages due at termination, inaccurate wage statements, failure to reimburse business expenses, and failure to produce employment records, and claims under the following statutes: California Labor Code sections 201, 202, 204, 210, 213, 216, 223, 225.5, 226, 226.3, 226.6, 226.7, 232, 246, 2699, 2699, 2802, 2810.5, 432, 510, 558, 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 1198.5, 1199, 2350, and the applicable IWC Wage Order(s).~~The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiffs' PAGA Notice to the LWDA and the complaint filed in the Action, or that could have been based on the facts asserted in the PAGA Notice and the complaint filed in the Action against Released Parties (collectively the "Released PAGA Claims").

EXCLUDING YOURSELF FROM THE SETTLMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator ~~a written and signed request for exclusion which must be postmarked no later than 60 days after Class Notice is mailed~~the completed and signed Request for Exclusion Form enclosed with this Notice by mail, email, or fax. The

Request for Exclusion Form must be postmarked (if mailed) or sent (if emailed or faxed) no later than [RESPONSE DEADLINE], which is 60 days after the Class Notice is mailed (or 74 days after the Class Notice is mailed if your Class Notice was re-mailed). Be sure to include your name, address, ~~and telephone number~~and email address or telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your ~~request for exclusion~~Request for Exclusion Form to the settlement Administrator at:

[INSERT]
KA Preschool of Huntington Beach, et al. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

The Settlement Administrator will not reject a Request for Exclusion Form as invalid only because it is missing some of the requested information, and will accept it as valid if the Settlement Administrator can reasonably identify you as a Class Member and determine that you want to be excluded. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, it may ask you for additional proof of identity. The Settlement Administrator and the Parties will attempt to resolve any dispute about the validity or authenticity of a Request for Exclusion. The Court will decide any dispute that is not resolved.

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period. If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future for the claims alleged in this Action.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **60 days** after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLMENT?

Only if you are an Aggrieved Employee. Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement, so they will receive their portion of the PAGA Penalties even if they exclude themselves from the rest of the Settlement. However, if you timely exclude yourself from the Settlement, you will not receive any of the Net Settlement Amount and you will retain the right to pursue your own legal action against Defendant for violations other than the Released PAGA Claims described above, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

WILSHIRE LAW FIRM
Tyler J. Woods, Esq. (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo, Esq. (SBN 310680)
james.yoo@wilshirelawfirm.com
Heriberto Ponce, Esq. (SBN 339713)
eddie.ponce@wilshirelawfirm.com
Ruby Carrera, Esq. (SBN 343745)
ruby.carrera@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Lucy Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to **$150,000.00**~~**$166,650.00**~~ (or ~~1/3~~30% of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to **$30,000.00** in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve ~~a payment to Plaintiffs Christin Enright and Aaron Le in the amount of up to~~ Enhancement Awards of up to $10,000.00 each to Plaintiffs Christin Enright and Aaron Le (for a total of up to $20,000.00),~~**$10,000.00**~~ in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representatives. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed, emailed, or faxed to the Settlement Administrator and postmarked on or before _____, at the following address:

[INSERT]

XXXXX
City, State, XXXXX
Email:
Fax:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [INSERT TIME] on [INSERT DATE] in Department CX103 of the Orange County Superior Court (Civil Complex Center) located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800_____, or you can write to the Administrator at the following address:

[INSERT]
KA Preschool of Huntington Beach, et al.. Settlement
XXXXX
City, State, XXXXX
Email:
Fax

Settlement Website and Notice of Judgment: Copies of the Settlement Agreement, the First Amendment to the Settlement Agreement, the Court's Order Granting Preliminary Approval, this Notice, and the motions for final approval and for attorneys' fees, costs, and Enhancement Awards are available at [SETTLEMENT WEBSITE]. If the Court grants final approval, the Final Approval Order and Judgment will be posted on that website, where it will remain available for at least 180 days after it is entered.

PLEASE DO NOT TELEPHONE THE COURT OR KA PRESCHOOL OF HUNTINGTON BEACH, ET AL.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

REQUEST FOR EXCLUSION FORM

Christin Enright & Aaron Le v. KA Preschool of Huntington Beach, et al.
Orange County Superior Court, Case No. 30-2024-01442772-CU-OE-CXC

Complete, sign, and return this form ONLY if you want to be excluded from (opt out of) the Class Settlement. Do not return this form if you want to receive an Individual Class Payment.

To be valid, this form must be mailed (postmarked), emailed, or faxed to the Settlement Administrator no later than [RESPONSE DEADLINE] (or 74 days after the Class Notice was mailed, if your Class Notice was re-mailed), at:

[INSERT]
KA Preschool of Huntington Beach, et al. Settlement
[ADDRESS]
[CITY, STATE, ZIP]
Email: [INSERT]
Fax: [INSERT]

IMPORTANT – PAGA PORTION OF THE SETTLEMENT: If you worked for Defendant during the PAGA Period (November 27, 2023 through December 31, 2025), you are an Aggrieved Employee. Aggrieved Employees cannot exclude themselves from the PAGA portion of the Settlement. Even if you submit this form, you will still receive your Individual PAGA Payment and you will be bound by the release of the Released PAGA Claims. This form excludes you only from the Class portion of the Settlement: you will not receive an Individual Class Payment, you will not release the Released Class Claims, and you will not be able to object to the Class portion of the Settlement.

I want to be excluded from the Class Settlement in *Christin Enright & Aaron Le v. KA Preschool of Huntington Beach, et al.*, Orange County Superior Court, Case No. 30-2024-01442772-CU-OE-CXC. I understand that by excluding myself, I will not receive an Individual Class Payment and I will not release the Released Class Claims. I understand that if I am an Aggrieved Employee, I will still receive my Individual PAGA Payment and will be bound by the release of the Released PAGA Claims.

Full Name: _____

Other name(s) used while employed by Defendant (if any):
_____

Mailing Address: _____

City, State, ZIP Code: _____

Telephone Number: _____

Email Address: _____

Signature: _____ Date: _____

Keep a copy of this completed form and proof of the date you sent it for your records.

EXHIBIT 7

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

Christin Enright & Aaron Le v. KA Preschool of Huntington Beach, et al.
Orange County Superior Court, Case No. 30-2024-01442772-CU-OE-CXC

The Orange County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.

You may be eligible to receive money from employee class and representative action lawsuit ("Action") against KA Preschool of Huntington Beach, KA Preschool of Costa Mesa, KA Preschool of Irvine Corporation, KA Preschool of Orange, KA Preschool of Santa Ana, Inc., and KA Preschool of Tustin (collectively, "Defendant") for alleged wage and hour violations. The Actions were filed by former employees, Christin Enright and Aaron Le, and seek (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees ("Class Members") who worked for Defendant during the Class Period (November 27, 2020 to December 31, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Class Members who worked for Defendant during the PAGA Period (November 27, 2023 to December 31, 2025) ("Aggrieved Employees").

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

Based on Defendant's 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. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ Workweeks during the Class Period and you worked _____ Pay Periods during the PAGA Period**. The number of Workweeks attributed to you will be calculated by the Settlement Administrator using Defendant's records. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. To exclude yourself, complete and return the enclosed Request for Exclusion Form. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant KA Preschool of Huntington Beach, et al. at some point(s) between November 27, 2020 and December 31, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is November 27, 2023 through December 31, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Orange County Superior Court. The case is titled *Christin Enright et al. v. KA Preschool of Huntington Beach, et al. Orange County Superior Court, Case No. 30-2024-01442772-CU-OE-CXC*. The people who sued, Christin Enright and Aaron Le, are the Plaintiffs, and the companies sued, KA Preschool of Huntington Beach, KA Preschool of Costa Mesa, KA Preschool of Irvine Corporation, KA Preschool of Orange, KA Preschool of Santa Ana, Inc., and KA Preschool of Tustin, are the Defendants (collectively, "Defendant").

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide rest periods and pay rest period premiums; (4) failure to indemnify employees for all necessary business expenditures; (5) failure to provide accurate itemized wage statements (6) failure to provide paid sick leave; (7) failure to timely pay wages during employment; (8) failure to timely pay wages upon separation of employment; (8) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, et seq.; and (9) civil penalties pursuant to PAGA based on the alleged violations of the California Labor Code listed above (the "Claims"). Defendant denies Plaintiff's Claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period, including current and former employees.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("Gross Settlement Amount" or "GSA") of up to $500,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of up to thirty percent (30%) of the GSA, currently estimated to total $150,000.00 and reimbursement for reasonable costs not to exceed $30,000.00; Enhancement Awards of up to $10,000.00 each to Plaintiffs Christin Enright and Aaron Le (for a total of up to $20,000.00) for their work and efforts prosecuting this case on behalf of the Class; a PAGA Penalties payment of $50,000.00 to resolve the PAGA claims ("PAGA Penalties"); and Settlement Administration Costs in an amount not to exceed $10,000.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Enhancement Awards, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount is the "Net Settlement Amount" or the "NSA." The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $50,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or $32,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or $17,500.00 will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (November 27, 2020 to December 31, 2025). Sixty-six and two-thirds percent (66⅔%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and thirty-three and one-third percent (33⅓%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 33⅓% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant during the PAGA Period, you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved

Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on an IRS Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below. The Settlement Administrator and the Parties will attempt to resolve any dispute regarding the number of your Workweeks or PAGA Pay Periods. Any dispute that they cannot resolve will be decided by the Court. Any challenge must be submitted to the Settlement Administrator no later than [RESPONSE DEADLINE] (or 74 days after the Class Notice is mailed if your Class Notice was re-mailed).

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date and the Court's approval of the Settlement becoming final, including resolution of any appeals, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees after the Settlement is fully funded, which will not occur until approximately ___ days after the Effective Date.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and Defendant's officers, directors, employees and agents ("Released Parties"). The releases become effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the wage portion of the Individual Class Payments.

Released Class Claims: All Participating Class Members will waive and release all claims asserted in the complaint filed in the Action or that could have been based on the factual allegations asserted in the complaint filed in the Action during the Class Period (collectively the "Released Class Claims").

Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiffs' PAGA Notice to the LWDA and the complaint filed in the Action, or that could have been based on the facts asserted in the PAGA Notice and the complaint filed in the Action against Released Parties (collectively the "Released PAGA Claims").

EXCLUDING YOURSELF FROM THE SETTLMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator the completed and signed Request for Exclusion Form enclosed with this Notice by mail, email, or fax. The Request for Exclusion Form must be postmarked (if mailed) or sent (if emailed or faxed) no later than [RESPONSE DEADLINE], which is 60 days after the Class Notice is mailed (or 74 days after the Class Notice is mailed if your Class Notice was re-mailed). Be sure to include your name, address, and email address or telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your Request for Exclusion Form to the settlement Administrator at:

[INSERT]
KA Preschool of Huntington Beach, et al. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

The Settlement Administrator will not reject a Request for Exclusion Form as invalid only because it is missing some of the requested information, and will accept it as valid if the Settlement Administrator can reasonably identify you as a Class Member and determine that you want to be excluded. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, it may ask you for additional proof of identity. The Settlement Administrator and the Parties will attempt to resolve any dispute about the validity or authenticity of a Request for Exclusion. The Court will decide any dispute that is not resolved.

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class

Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period. If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future for the claims alleged in this Action.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **60 days** after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLMENT?

Only if you are an Aggrieved Employee. Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement, so they will receive their portion of the PAGA Penalties even if they exclude themselves from the rest of the Settlement. However, if you timely exclude yourself from the Settlement, you will not receive any of the Net Settlement Amount and you will retain the right to pursue your own legal action against Defendant for violations other than the Released PAGA Claims described above, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

WILSHIRE LAW FIRM
Tyler J. Woods, Esq. (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo, Esq. (SBN 310680)
james.yoo@wilshirelawfirm.com
Heriberto Ponce, Esq. (SBN 339713)
eddie.ponce@wilshirelawfirm.com
Ruby Carrera, Esq. (SBN 343745)
ruby.carrera@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Lucy Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to **$150,000.00** (or 30% of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to **$30,000.00** in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve Enhancement Awards of up to $10,000.00 each to Plaintiffs Christin Enright and Aaron Le (for a total of up to $20,000.00), in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representatives. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed, emailed, or faxed to the Settlement Administrator and postmarked on or before _____, at the following address:

[INSERT]
KA Preschool of Huntington Beach, et al. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [INSERT TIME] on [INSERT DATE] in Department CX103 of the Orange County Superior Court (Civil Complex Center) located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800_____, or you can write to the Administrator at the following address:

[INSERT]
KA Preschool of Huntington Beach, et al.. Settlement
XXXXX
City, State, XXXXX
Email:
Fax

Settlement Website and Notice of Judgment: Copies of the Settlement Agreement, the First Amendment to the Settlement Agreement, the Court's Order Granting Preliminary Approval, this Notice, and the motions for final approval and for attorneys' fees, costs, and Enhancement Awards are available

at [SETTLEMENT WEBSITE]. If the Court grants final approval, the Final Approval Order and Judgment will be posted on that website, where it will remain available for at least 180 days after it is entered.

PLEASE DO NOT TELEPHONE THE COURT OR KA PRESCHOOL OF HUNTINGTON BEACH, ET AL.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

REQUEST FOR EXCLUSION FORM

Christin Enright & Aaron Le v. KA Preschool of Huntington Beach, et al.
Orange County Superior Court, Case No. 30-2024-01442772-CU-OE-CXC

Complete, sign, and return this form ONLY if you want to be excluded from (opt out of) the Class Settlement. Do not return this form if you want to receive an Individual Class Payment.

To be valid, this form must be mailed (postmarked), emailed, or faxed to the Settlement Administrator no later than [RESPONSE DEADLINE] (or 74 days after the Class Notice was mailed, if your Class Notice was re-mailed), at:

[INSERT]
KA Preschool of Huntington Beach, et al. Settlement
[ADDRESS]
[CITY, STATE, ZIP]
Email: [INSERT]
Fax: [INSERT]

IMPORTANT – PAGA PORTION OF THE SETTLEMENT: If you worked for Defendant during the PAGA Period (November 27, 2023 through December 31, 2025), you are an Aggrieved Employee. Aggrieved Employees cannot exclude themselves from the PAGA portion of the Settlement. Even if you submit this form, you will still receive your Individual PAGA Payment and you will be bound by the release of the Released PAGA Claims. This form excludes you only from the Class portion of the Settlement: you will not receive an Individual Class Payment, you will not release the Released Class Claims, and you will not be able to object to the Class portion of the Settlement.

I want to be excluded from the Class Settlement in *Christin Enright & Aaron Le v. KA Preschool of Huntington Beach, et al.*, Orange County Superior Court, Case No. 30-2024-01442772-CU-OE-CXC. I understand that by excluding myself, I will not receive an Individual Class Payment and I will not release the Released Class Claims. I understand that if I am an Aggrieved Employee, I will still receive my Individual PAGA Payment and will be bound by the release of the Released PAGA Claims.

Full Name: _____

Other name(s) used while employed by Defendant (if any):

_____

Mailing Address: _____

City, State, ZIP Code: _____

Telephone Number: _____

Email Address: _____

Signature: _____ Date: _____

Keep a copy of this completed form and proof of the date you sent it for your records.

EXHIBIT 8

~~WILSHIRE LAW FIRM, PLC~~
~~Tyler Woods (SBN 232464)~~
~~tyler.woods@wilshirelawfirm.com~~
~~Alan Wilcox (SBN 287476)~~
~~alan.wilcox@wilshirelawfirm.com~~
~~Lucy Nguyen (SBN 338783)~~
~~lucy.nguyen@wilshirelawfirm.com~~
~~Conor Gomez, Esq. (SBN 337395)~~
~~conor.gomez@wilshirelawfirm.com~~
~~660 South Figueroa Street, Sky Lobby~~
~~Los Angeles, California 90017~~
~~Telephone: (213) 381-9988~~
~~Facsimile: (213) 381-9989~~

~~Attorneys for Plaintiffs~~

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CHRISTIN ENRIGHT and AARON LE, individually, and on behalf of other members of the general public similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiffs,

v.

KA PRESCHOOL OF HUNTINGTON BEACH, a California corporation; KA PRESCHOOL OF COSTA MESA, a California corporation; KA PRESCHOOL OF IRVINE CORPORATION, a California corporation; KA PRESCHOOL OF ORANGE, a California corporation; KA PRESCHOOL OF SANTA ANA, INC., a California corporation; KA PRESCHOOL OF TUSTIN, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01442772-CU-OE-CXC
Assigned to Hon. David A. Hoffer, Dept. CX103

Complaint filed: November 27, 2024
FAC filed: February 7, 2025
SAC file: December 9, 2025
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

PRELIMINARY APPROVAL HEARING
Date: ~~June 22, 2026~~October 26, 2026
(continued from June 22, 2026)
Time: 1:30 PM
Dept: CX103

The Court has before it Plaintiffs Christin Enright and Aaron Le's ("Plaintiffs" or "Class Representatives") Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion"). Having reviewed the Motion along with the accompanying papers, the supplemental papers filed in response to the Court's June 22, 2026 ruling, the Class Action and PAGA Settlement Agreement ~~and Class Notice (which is~~, as amended by the First Amendment to Class Action and PAGA Settlement Agreement (the "Amendment"), and the amended Class Notice and Request for Exclusion Form (collectively referred to here as the "Settlement" or "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Class (as defined below) based upon the terms set forth in the Settlement Agreement between Plaintiffs and Defendants KA Preschool of Huntington Beach, KA Preschool of Costa Mesa, KA Preschool of Irvine Corporation, KA Preschool of Orange, KA Preschool of Santa Ana, Inc., and KA Preschool of Tustin ("Defendants," and together with Plaintiffs, the "Parties"). A true and correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D. Gomez in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**. Copies of the Settlement Agreement, the Amendment, and the amended Class Notice and Request for Exclusion Form are attached to this Order as Exhibits A, B, and C, respectively. If the Settlement Agreement and the Amendment conflict, the Amendment controls.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court. The Court notes that Defendants ~~has~~have agreed to create a common fund of $500,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class members who do not validly opt out; (b) a $50,000.00 payment ("the PAGA Penalties") for its share of the Settlement of claims for penalties under the Private Attorneys General Act ("PAGA"), with 65% of which ($32,500.00) being paid to the LWDA (the "LWDA PAGA

Payment") and 35% ($17,500.00) being paid to eligible "Aggrieved Employee" (as defined in the Settlement Agreement); (c) ~~a Class Representative service payment of up to $10,000.00 ($20,000.00 total) for each Plaintiff~~Class Representative service payments of up to $10,000.00 to each Plaintiff ($20,000.00 total) (the "Class Representative Service Payments"); (d) Class Counsel's attorneys' fees ~~not to exceed one-third of the Gross Settlement Amount ($166,650.00)~~not to exceed thirty percent (30%) of the Gross Settlement Amount ($150,000.00) (the "Class Counsel Fees Payment"), and up to $30,000.00 in costs for actual litigation expenses incurred by Class Counsel (the "Class Counsel Litigation Expenses Payment"); and (e) a payment to Phoenix Class Action Administration Solutions (the "Administrator") ~~of up to $9,500.00~~not to exceed $10,000.00 (the "Administrator Costs"). The Gross Settlement Amount is non-reversionary and is subject to increase under Paragraph 8 of the Settlement Agreement. The payments described in (b) through (e) are deductions from the Gross Settlement Amount subject to approval by the Court at the final approval hearing. The Court does not approve any of those amounts by this Order.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final fairness hearing on the question of whether the proposed Settlement, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties

Payment for its share of the settlement of claims for penalties under the Private Attorneys General Act ("~~PAGA"), and the Class Representative Service Payment should~~PAGA"), the Class Representative Service Payments, and the Administrator Costs should be finally approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance with the implementation schedule set forth below.

5. For settlement purposes, the Court provisionally certifies the Class defined as all individuals ~~who,~~ who, for one or more hours during the Class Period, provided labor or services for Defendants in California for remuneration, as more fully defined in Labor Code section 2775, et seq., including current and former employees (each "Class Member(s)" collectively the "Class"). The "Class Period" is November 27, 2020 through~~,~~ December 31, 2025. (Settlement Agreement ¶ 1.13; Amendment § 10.) For purposes of the PAGA portion of the Settlement, "Aggrieved Employees" are all individuals who, for one or more hours during the PAGA Period of November 27, 2023 through December 31, 2025, provided labor or services for Defendants in California for remuneration, as more fully defined in Labor Code section 2775, et seq., including current and former employees. (Id., ¶¶ 1.4, 1.17.)

6. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. If the Settlement does not become final for any reason, this conditional certification shall be vacated and shall have no effect.

7. The Court appoints Plaintiffs Christin Enright and Aaron Le as Class Representatives for settlement purposes only. The Court further preliminarily approves Plaintiffs' ability to request the Class Representative Service Payments.

8. The Court appoints, for settlement purposes only, Tyler J. Woods, Alan Wilcox,

Lucy Nguyen and Conor Gomez of Wilshire Law Firm, PLC as "Class Counsel." The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees Payment not to exceed ~~$166,666.67~~thirty percent (30%) of the Gross Settlement Amount ($150,000.00) and Class Counsel Litigation Expenses not to exceed $30,000.00.

9. The Court appoints Phoenix Class Action Administration Solutions as the Settlement Administrator with the Administrator Cost ~~estimated~~ not to exceed ~~$9,500.00~~$10,000.00. The Administrator Costs are subject to approval by the Court at the final approval hearing.

10. The Court approves, as to form and content ~~the class notice, attached to the Settlement Agreement~~the amended Class Notice and Request for Exclusion Form, in English with a Spanish translation, attached to this Order as Exhibit C (the "Class Notice"). The Court finds on a preliminary basis that the plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Administrator may insert dates, estimated individual payment amounts, Workweek and PAGA Pay Period counts, and contact information, and may make non-substantive formatting changes, but may not otherwise change the Class Notice without the Court's approval.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement. A Participating Class Member may object by sending a written objection to the Administrator no later than the Response Deadline, or by appearing, personally or through counsel, at the final approval hearing. (Settlement Agreement ¶¶ 7.7.1–7.7.2.)

13. A Class Member may request exclusion from the Class portion of the Settlement by completing, signing, and returning the Request for Exclusion Form, or by submitting another signed writing that reasonably communicates the Class Member's election to be excluded, by mail, email, or fax no later than the Response Deadline. The Administrator shall accept a

Request for Exclusion as valid if it can reasonably identify the Class Member and the Class Member's desire to be excluded. The Administrator, Class Counsel, and Defense Counsel shall attempt to resolve any dispute regarding the validity or authenticity of a Request for Exclusion, and the Court will decide any such dispute that is not resolved. (Settlement Agreement ¶¶ 7.5.1–7.5.2; Amendment §§ 4–5.)

14. Aggrieved Employees may not exclude themselves from the PAGA portion of the Settlement. Aggrieved Employees who submit a valid Request for Exclusion will still receive their Individual PAGA Payments and will be bound by the release of the Released PAGA Claims. (Settlement Agreement ¶ 7.5.4.)

15. The Administrator and the Parties shall attempt to resolve any dispute regarding the number of Workweeks or PAGA Pay Periods attributed to a Class Member, and the Court will decide any such dispute that is not resolved. (Settlement Agreement ¶¶ 7.6, 7.8.4; Amendment § 6.)

16. If the Court grants final approval, the following releases will take effect on the date Defendants fully fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and will run in favor of the Released Parties, defined as Defendants and Defendants' officers, directors, employees and agents (Settlement Agreement § 5, ¶ 1.26): (a) All Participating Class Members will waive and release all claims asserted in the complaint filed in the Class Action or that could have been based on the factual allegations asserted in the complaint filed in the Class Action during the Class Period (the "Released Class Claims") (id., ¶ 5.2); and (b) the claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiffs' PAGA Notice to the LWDA and the complaint filed in the PAGA Action, or that could have been based on the facts asserted in the PAGA Notice and the complaint filed in the PAGA Action against Released Parties (the "Released PAGA Claims") (id., ¶ 5.3).

17. The Administrator shall maintain a settlement website as provided in Paragraph 7.8.1 of the Settlement Agreement, on which it shall post the Class Notice, the Settlement

Agreement, the Amendment, this Order, the motion for final approval, and the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments. After the Court enters judgment, the Administrator shall post the final approval order and judgment on the website, where it shall remain available for at least 180 days after entry. Posting the judgment on the website shall constitute notice of the judgment to the Class under California Rules of Court, rule 3.771(b).

18. No later than fourteen (14) calendar days before the deadline to file the motion for final approval, the Administrator shall provide Class Counsel and Defense Counsel a declaration attesting to its compliance with this Order and the Settlement, including the number of Class Notices mailed, re-mailed, and returned as undeliverable; the number of valid and invalid Requests for Exclusion; the number of objections; the number and resolution of Workweek and PAGA Pay Period disputes; and its invoice. Class Counsel shall file the declaration with the motion for final approval. (Settlement Agreement ¶ 7.8.5.)

~~13.~~19. The Court orders the following implementation schedule:

Defendants to provide Class List to the Settlement Administrator	Within 7 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendants
Response Deadline	60 days after Class Notice is mailed out by the Settlement Administrator (deadline to submit Requests for Exclusion, objections, and disputes regarding Workweeks or PAGA Pay Periods) 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and	16 court days before hearing on Motion for Final Approval ~~[March 11, 2027]~~

Service Award to Plaintiffs	
Final Approval Hearing	~~August 20, 2026 at 8:30 a.m.~~[~~April 5, 2027~~] ~~at 1:30 p.m.~~ _____ _____, or first available date thereafter, ~~in Department CX103~~. The hearing may be continued to another date without further notice to the Class Members.

~~14.~~20. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

21. The motion for final approval and the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments shall include: (a) the Administrator's declaration and invoice; (b) a lodestar cross-check supported by detailed hourly breakdowns of Class Counsel's time, including each timekeeper's hourly rate and years of experience; (c) an itemized breakdown of Class Counsel's litigation costs; (d) a declaration from each Plaintiff supporting the requested Class Representative Service Payment, including the time spent, the risks undertaken, and the Plaintiff's anticipated total compensation from the Settlement apart from any service payment; (e) the estimated highest, lowest, and average Individual Class Payments and Individual PAGA Payments; and (f) a proposed final approval order and judgment that provides for notice of the judgment to the Class by posting on the settlement website as set forth in this Order.

22. Plaintiffs shall serve a copy of this Order on the LWDA and file a proof of service, and shall serve the LWDA with the motion for final approval when it is filed. (Lab. Code, § 2699.)

23. If the Settlement does not receive final approval or does not become effective for any reason, this Order shall be vacated, and the Parties shall be returned to their positions as of the date immediately before the Settlement Agreement was executed.

24. The Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement.

25. Plaintiffs are ordered to give notice of this ruling to Defendants and the LWDA.

~~15.~~

IT IS SO ORDERED.

DATE:

Hon. David A. Hoffer
Orange County Superior Court