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: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, 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 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) 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 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") 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"), 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, 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 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 not to exceed $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 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.)

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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 Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	_____ _____, or first available date thereafter. The hearing may be continued to another date without further notice to the Class Members.

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.

IT IS SO ORDERED.

DATE:

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Hon. David A. Hoffer
Orange County Superior County