PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Mary Femat ("Plaintiff") and defendant Julian Charter School, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

In addition to the other terms defined in this Agreement, the terms below have the following meanings:

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Mary Femat v. Julian Charter School, Inc.*, Case No. 37-2023-00011667-CU-OE-CTL, initiated on March 20, 2023 and pending in Superior Court of the State of California, County of San Diego.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "PAGA Aggrieved Employee(s)" means all non-exempt employees employed by Defendant in California at any time during the PAGA Period.

1.5. "PAGA Aggrieved Employee Data" means PAGA Aggrieved Employee identifying information in Defendant's possession including each PAGA Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

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

1.7. "Approval Order" means the Court's Order granting approval of PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of San Diego.

1.9. "Defense Counsel" means Jackson Lewis P.C.

1.10. "Effective Date" means the date the Court enters a Judgment on its Approval Order.

1.11. "Gross Settlement Amount" means $95,000.00 which is the total amount

Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Individual Settlement for Plaintiff" means payment to Plaintiff in the amount of $10,000.00 in exchange for the general release of wage claims described below in Paragraphs 5.1 and 5.1.1.

1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual Settlement for Plaintiff, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid: 25% to PAGA Aggrieved Employees as Individual PAGA Payments; and 75% to the LWDA as the LWDA PAGA Payment.

1.18. "PAGA Counsel" means Samuel Wong, Kashif Haque, Jessica Campbell, Kristy R. Connolly, and Elizabeth Robles of Aegis Law Firm, PC, the attorneys representing the Plaintiff in the Action.

1.19. "PAGA Counsel Fees Payment" means the amount allocated to PAGA Counsel for payment of reasonable attorney's fees, not to exceed one-third (1/3) of the Gross Settlement amount, or Thirty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($31,666.67), approved by the Court. The PAGA Counsel Fees Payment shall be paid from the Gross Settlement Amount and will not be opposed by Defendant.

1.20. "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of actual expenses incurred to prosecute the Action which shall not exceed $6,000. The PAGA Counsel Litigation Expenses Payment will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The PAGA Counsel Litigation Expenses Payment is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

1.21. "PAGA Pay Period" means any Pay Period during which a PAGA Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.22. "PAGA Period" means the period from March 20, 2022, through September 24, 2024.

1.23. "PAGA" means the Private Attorneys General Act (Labor Code sections 2698. *et seq*.).

1.24. "PAGA Notice" means Plaintiff's March 20, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.26. "Plaintiff" means Mary Femat, the named plaintiff in the Action.

1.27. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Aggrieved Employees as described in Paragraph 5.2 below.

1.28. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, agents, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

1.30. "Defendant" means named Defendant Julian Charter School, Inc.

2. RECITALS.

2.1. On March 20, 2023, Plaintiff commenced this Action by filing a class action complaint alleging causes of action against Defendant for failing to pay all wages (including minimum wages and overtime wages), failing to provide lawful meal periods or compensation in lieu thereof, failing to authorize or permit lawful rest breaks or provide compensation in lieu thereof, failing to provide accurate itemized wage statements, failing to pay wages timely during employment, failing to pay all wages due upon separation of employment, and violating the Business and Professions code sections 17200, *et seq*. On June 1, 2023, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for enforcement of Labor Code sections 2698, *et seq*. ("PAGA"). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). On July 7, 2023, the Court granted Plaintiff's request for dismissal without prejudice of Plaintiff's class action and individual claims in the Operative Complaint, leaving only the PAGA claims. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

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

2.3. On or about April 15, 2024, the Parties commenced direct negotiations to resolve the PAGA claims in the Operative Complaint which led to this Agreement to settle the Action.

2.4. Prior to negotiating the Settlement, Plaintiff obtained, through informal discovery, Defendant's employee handbook applicable during the PAGA Period and time and pay records for the PAGA Aggrieved Employees.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promises to pay $95,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be $31,666.67 and PAGA Counsel Litigation Expenses Payment of not more than $6,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: An Individual Settlement for Plaintiff in the amount of $10,000.00 in exchange for the general release of wage claims below in Paragraph 5.1 and 5.1.1, in addition to any Individual PAGA Payment Plaintiff is entitled to receive as a PAGA Aggrieved Employee.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $3,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $3,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and PAGA Aggrieved Employees: The PAGA Penalties will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Aggrieved Employees during the PAGA Period and (b) multiplying the result by each PAGA Aggrieved Employee's PAGA Period Pay Periods. PAGA Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 135 PAGA Aggrieved Employees who worked a total of 4,000 PAGA Pay Periods.

4.2. PAGA Aggrieved Employee Data. Within 15 days of the Approval Order, Defendant will deliver the PAGA Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Aggrieved Employee' privacy rights, the Administrator must maintain the PAGA Aggrieved Employee Data in confidence, use the PAGA Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Aggrieved Employee Data to Administrator employees who need access to the PAGA Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated PAGA Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date. Instructions for transmittal shall be provided by the Administrator to Defense Counsel prior to the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiff, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. Each Individual PAGA Payment will be apportioned 100% as penalties. The amounts paid as penalties shall be reported by IRS 1099-MISC forms.

4.4.2. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. A notice letter explaining why the check is being sent, in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as "Exhibit A," will be included in the mailing of each Individual PAGA Payment. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.4. For any PAGA Aggrieved Employee who's Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Aggrieved Employee.

4.4.5. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4.6. Final Report by Settlement Administrator. Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges the Released Parties, to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of any federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance, any public policy, contract, tort or common law, or ay basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

5.2 <u>Release by PAGA Aggrieved Employees:</u>

All PAGA Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged or which reasonably could have been alleged based on the facts alleged in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.
Plaintiff will prepare and file an application or motion for approval of this Settlement.

7. SETTLEMENT ADMINISTRATION.

7.1 <u>Selection of Administrator</u>. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 <u>Qualified Settlement Fund</u>. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury

Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that PAGA Aggrieved Employees worked 4,000 Pay Periods during the PAGA Period. If the number of PAGA Pay Periods exceeds 4,000 by more than 5%, Defendant has the option of increasing the Gross Settlement Amount pro rata per additional PAGA Pay Period above 4,200, or Defendant can opt to modify the end date of the PAGA Period to a date earlier than September 24, 2024, where the pay periods do not exceed 4,000.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

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

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

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

10.5 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.6 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

10.8 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

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

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

10.13 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

AEGIS LAW FIRM, PC
SAMUEL A. WONG
KASHIF HAQUE
JESSICA L. CAMPBELL
KRISTY R. CONNOLLY
ELIZABETH ROBLES
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: erobles@aegislawfirm.com
kconnolly@aegislawfirm.com

To Defendant:

Nicole M. Shaffer
Jaclyn M. Reinhart
Kristine Hammett
Jackson Lewis P.C.
225 Broadway Suite 1800
San Diego, CA 92101
Direct: 619 573 4914
Main: (619) 573 4900
Nicole.Shaffer@jacksonlewis.com
Jaclyn.Reinhart@jacksonlewis.com
Kristine.Hammett@jacksonlewis.com

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

10.15 Stay of Litigation. The Parties agree that upon executing this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Agreed to by the Parties:

Dated: 4/10/2025 By: Signed by: 283077571F914C3...
MARY FEMAT

Dated: ______________ By: ______________________________
JULIAN CHARTER SCHOOL, INC.

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 4/10/2025 By: Kristy Connolly
Kristy R. Connolly
Attorneys for Plaintiff

JACKSON LEWIS P.C.

Dated: ______________ By: ______________________________
Nicole M. Shaffer
Jaclyn M. Reinhart
Attorneys for Defendant

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Agreed to by the Parties:

Dated: ______________ By: ______________________________
MARY FEMAT

Dated: January 7, 2025 By: Jennifer Cauzza
JULIAN CHARTER SCHOOL, INC.

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: ______________ By: ______________________________
Kristy R. Connolly
Attorneys for Plaintiff

JACKSON LEWIS P.C.

Dated: 09/11/2025 By: A. Butler
Nicole M. Shaffer
Annalyse E. Butler
Attorneys for Defendant

EXHIBIT A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual PAGA Payment from *Mary Femat v. Julian Charter School, Inc.*
San Diego County Superior Court, Case No. 37-2023-00011667-CU-OE-CTL

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement of a lawsuit entitled *Mary Femat v. Julian Charter School, Inc.,* Case No. 37-2023-00011667-CU-OE-CTL ("Action"), filed in the Superior Court of California for the County of San Diego ("Court").

The lawsuit was filed by Mary Femat ("Plaintiff"), a former employee of Julian Charter School, Inc. ("Defendant"), on behalf of the State of California with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff alleged that Defendant violated the California Labor Code by failing to pay minimum wages and overtime wages; failing to provide meal periods and permit rest breaks; failing to provide accurate itemized wage statements; failing to pay wages timely during employment; and failing to pay all wages due upon separation of employment.

Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendant, on behalf of Plaintiff, the State of California, and the following Aggrieved Employees: all persons employed by Defendant in California as a non-exempt employee at any time from May 20, 2022 through September 24, 2024. You are receiving a portion of the settlement (the enclosed Individual PAGA Payment check) because you have been identified as an Aggrieved Employee. You will not be retaliated against by Defendant for cashing your check.

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the Aggrieved Employees. Your Individual PAGA Payment is based on the total number of pay periods that you worked as an Aggrieved Employee during the period between May 20, 2022 through September 24, 2024 (the "PAGA Period"). The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you will be deemed to release Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (the "Released Parties") from all claims for PAGA penalties arising during the PAGA Period that were alleged or which reasonably could have been alleged based on the facts alleged in the Operative Complaint and the PAGA Notice.

EXHIBIT A

Your Individual PAGA Payment check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual PAGA Payment will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in your name.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.