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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

YAQUELIN MARTINEZ DE
MANZANARES, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

BRENTWOOD SCHOOL, a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 23STCV15318

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action filed: June 30, 2023
Trial date: Not Set

1 This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,”
2 “Settlement,” or “Agreement”) is made by and between Yaquelin Martinez De Manzanares (“Plaintiff”)
3 and Defendant Brentwood School (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and
4 individually “Party”).

5 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
6 concluded by agreement of Defendant to pay the settlement amount of Seven Hundred and Fifty
7 Thousand Dollars (\$750,000.00) as provided in Section 3.00 below (“Gross Settlement Amount”)
8 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,
9 including but not limited to, a release of all claims by Plaintiff and the Class Members as set forth
10 herein.

11 **1. DEFINITIONS.**

12 Unless otherwise defined herein, the following terms used in this Agreement shall have the
13 meanings ascribed to them as set forth below:

14 1.0. “Action” means *Yaquelin Martinez de Manzanares v. Brentwood School*, filed in the
15 Superior Court of the State of California, County of Los Angeles, Case No.
16 23STCV15318.

17 1.1. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”) the
18 neutral entity the Parties have designated to administer the Settlement.

19 1.2. “Administration Expenses Payment” means the court-approved amount allocated to the
20 Administrator from the Gross Settlement Amount for reimbursement of its reasonable
21 fees and expenses incurred to administer the Settlement, not to exceed bid submitted to
22 the Court in connection with Preliminary Approval for the Settlement.

23 1.3. “Aggrieved Employees” or “PAGA Group” means all current and former hourly-paid or
24 non exempt employees of Defendant in California employed during the PAGA Period.

25 1.4. “Class” or “Settlement Class” or “Settlement Class Member(s)” means all current and
26 former hourly-paid or non-exempt employees of Defendant in California employed
27 during the Class Period.

28 1.5. “Class Counsel” means Moon Law Group, P.C.

1.6 “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, and all post-Settlement compliance procedures in an amount not to exceed one-third of the Gross Settlement Amount.

1.7 “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$35,000.00.

1.8 “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known home or mailing address, last known telephone number, Social Security number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, and any other information required by the Administrator to effectuate this Agreement.

1.9 “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.

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

1.11 “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English without material variation, attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.

1.12 “Class Period” means the period July 10, 2022, through the date of preliminary approval of the Settlement, except as otherwise provided in Paragraph 7.0.

1.13 “Class Representative” means the named Plaintiff in the Action, Yaquelin Martinez de Manzanares.

1.14 “Class Representative Service Payment” means the court-approved payment allocated to the Class Representatives for his services in support of the Action and General Release, not to exceed \$10,000.00.

1.15 “Court” means the Superior Court of the State of California, County of Los Angeles.

1.16 “Defendant” means the named Defendant in the Action, Brentwood School.

1.17 “Defense Counsel” means Atkinson, Andelson, Loya, Ruud & Romo.

1.18 “Effective Date” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

1.19 “Final Approval Order” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of Court’s Order Granting Final Approval of the Settlement.

1.20 “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval of the Settlement.

1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” means \$750,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.23 “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.

1.24 “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of

the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.25 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).

1.26 “LWDA PAGA Payment” means the LWDA’s 75% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

1.27 “Motion for Final Approval” means Plaintiff’s submission of a written motion, including any evidence as may be required for the Court to conduct an inquiry into the fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter a Final Order in this Action.

1.28 “Motion for Preliminary Approval” means Plaintiff’s’ submission of a written motion, including any evidence as may be required for the Court to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of Court.

1.29 “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion to the Administrator.

1.31 “Operative Complaint” means the Second Amended Complaint filed in the Action, attached hereto as Exhibit B.

1.32 “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.

1.33 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.34 “PAGA Period” means June 24, 2022, through the date the Class Period ends.

1.35 “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*

1.36 “PAGA Notice” means Plaintiff’s June 24, 2023, letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$50,000.00 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA PAGA Payment in settlement of PAGA claims..

1.38 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.39 “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.40 “Plaintiff” means the named Plaintiff in the Action, Yaquelin Martinez De Manzanares.

1.41 “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.42 “Released Class Claims” means all causes of action and factual or legal theories that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during periods of employment in a non-exempt position in California during the Class Period, for violations of the California Labor Code including *inter alia* sections 201, 202, 203, 204, 226, 226.7, 510, 512, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001 including all of the following claims for relief: (a) failure to pay all overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to pay all minimum wages due; (e) failure to pay all wages timely during employment; (f) failure to pay all wages timely at the time of termination; (g) failure to provide complete, accurate or properly formatted wage

statements; (h) failure to keep complete and accurate payroll records; (i) failure to reimburse business expenses; (j) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; (k) any other claims under the wage and hour laws pleaded in the Operative Complaint; and (l) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or California class claims based on facts occurring outside the Class Period.

1.43 "Released PAGA Claims" means all causes of action or factual or legal theories for civil penalties under the California Labor Code Private Attorneys General Act of 2004 against any of the Release Parties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during periods of employment in a non-exempt position in California during the PAGA Period, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001, including all of the following: (a) failure to pay all and overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to pay all minimum wages due; (e) failure to pay all wages timely during employment; (f) failure to pay all wages timely at the time of termination; (g) failure to provide complete, accurate or properly formatted wage statements; (h) failure to keep complete and accurate payroll records; and (i) failure to reimburse business expenses. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation,

and claims outside of the PAGA Period.

1.44 “Released Parties” means Defendant Brentwood School, and each of its former and/or present directors, trustees, officers, shareholders, owners, members, attorneys, fiduciaries, administrators, insurers, predecessors, successors, assigns, partners, representatives, subsidiaries, affiliates, agents, employees, contractors, consultants and any other entities that could be considered to have jointly employed the Settlement Class Members or PAGA Group (including, without limitation, any investment bankers, accountants, reinsurers and any past, present or future affiliated entities, joint ventures and assigns).

1.45 “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.

1.46 “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion or written notices of Objection or Challenges to Calculation of Workweeks and/or PAGA Pay Periods. The Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

2. **RECITALS.**

2.0. On June 24, 2023, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.1. On June 30, 2023, Plaintiff filed a class action complaint in this action against Defendant alleging violations of California law for: (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices. On September 13,

2023, Plaintiff filed a First Amended Complaint adding a ninth cause of action for civil penalties under PAGA.

2.2. In December 2023, due to the existence of an arbitration agreement, Plaintiff dismissed the class allegations in this action without prejudice.

2.3. Thereafter, the Parties engaged in further investigation and informal discovery and participated in a mediation on October 14, 2025, before Steven Rottman, Esq. Although the class allegations had previously been dismissed, the Parties reached a settlement on a class basis at the mediation.

2.4. In order to effectuate the terms of the Settlement, Plaintiff will file a Second Amended Complaint (“SAC”) reinstating the class allegations, which will serve as the operative complaint for purposes of the Settlement and its approval.

2.5. Before mediation, Plaintiff obtained through informal discovery, sample of the time and corresponding payroll records of the Class, the employee handbook and policies in effect during the Class Period and the PAGA Period, and other Class Member data and documents sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.6 Defendant denies the allegations in the SAC, denies any failure to comply with the laws identified in the SAC and denies any and all liability for the causes of action alleged. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff or the Class or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with,

the issue of whether certification would be inappropriate in a non-settlement context.

2.7 The Parties, Class 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.**

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below, Defendant will pay \$750,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, 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 Order:

3.1.1. To Plaintiff: A Class Representative Service Payments to the Class Representatives of not more than \$10,000.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of a Class Representative Service Payment that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement

Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this regard.

3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount or \$250,000.00, whichever is greater, and a Class Counsel Expenses Payment not to exceed \$35,000.00. Defendant will not oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel Expenses Payments that are less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will pay the Class Counsel Fees and Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Class Counsel Expenses Payments. Class Counsel holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.1.3. To the Administrator: An Administration Expenses Payment of not more than \$10,000.00, except for a showing of good cause and as approved by the Court. Plaintiff and/or Class Counsel will file a Motion supporting the Administration

Expenses Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of an Administration Expenses Payment that is less than the amount requested, or if the Administration Expense Payment is less than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to the Participating Class Members.

3.1.3.1. To Each Participating Class Member: Individual Class Payments will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks as follows: After Preliminary Approval of the Settlement, the Settlement Administrator will calculate the Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period to yield the "Estimated Workweek Value" and (b) multiplying the Estimated Workweek Value by each Participating Class Member's individual Workweeks. After Final Approval of the Settlement, the Settlement Administrator will calculate the Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period to yield the "Final Workweek Value" and (b) multiplying the Final Workweek Value by each Participating Class Member's individual Workweeks. Non-Participating Class Members will not receive an Individual Class Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion").

The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for non-wages, expense reimbursement, 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 employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of Fifty Thousand Dollars (\$50,000.00) shall be paid from the Gross Settlement Amount, with seventy-five percent (75%) (\$37,500.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (\$12,500.00) allocated to the Individual PAGA Payments.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties 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.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount, together with all
3 employer-side payroll taxes owed on the wage portions of the Individual Class
4 Payments, shall be fully funded by transmission of such funds to the Administrator in
5 two (2) equal installment payments as follows: the first installment payment of fifty
6 percent (50%) of the Gross Settlement Amount shall be funded on or before March 31,
7 2026 (“Initial Payment”), and the second and final installment payment of fifty percent
8 (50%) of the Gross Settlement Amount shall be funded within four (4) months of the
9 Initial Payment, or ten (10) business days following the Effective Date, whichever date
10 is later.

11 4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days
12 after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail
13 checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA
14 Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
15 Representative Service Payment, and Administration Expenses Payment. Disbursement
16 of the Administration Expenses Payment, the LWDA PAGA Payment, Class Counsel
17 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
18 Representative Service Payment shall not precede disbursement of Individual Class
19 Payments and Individual PAGA Payments.

20 4.1.1. The Administrator will issue checks for the Individual Class Payments and/or
21 Individual PAGA Payments and send them to the Class Members via First
22 Class U.S. Mail with postage prepaid. Before mailing any checks, the
23 Administrator must update the recipient’s mailing addresses using the National
24 Change of Address Database. The face of each check shall prominently state the
25 date the check will be voided. Each check will be voided 180 days after the date
26 of mailing (“void date”). The Administrator will cancel all checks not cashed by
27 the void date. The Administrator will send checks for Individual Class
28 Payments to all Participating Class Members, including those for whom a Class

1 Notice was returned undelivered. The Administrator will send checks for
2 Individual PAGA Payments to all Aggrieved Employees, including Non-
3 Participating Class Members who qualify as Aggrieved Employees and those
4 for whom a Class Notice was returned undelivered. The Administrator may
5 send Participating Class Members a single check combining the Individual
6 Class Payment and Individual PAGA Payment.

7 4.1.2. The Administrator must conduct a Class Member Address Search for all other
8 Class Members whose checks are returned undelivered without USPS forwarding
9 address. No later than seven (7) calendar days after receiving a returned check,
10 the Administrator must re-mail checks to the USPS forwarding address
11 provided or to an address ascertained through the Class Member Address
12 Search for Class Members whose checks are returned undelivered without a
13 USPS forwarding address. Thereafter, the Administrator need not take further
14 steps to deliver checks to Class Members whose re-mailed checks are returned
15 as undelivered. However, the Administrator shall promptly send a replacement
16 check to any Class Member whose original check was lost or misplaced and
17 who requests the replacement before the void date.

18 4.1.3. For any Class Member whose Individual Class Payment check or Individual
19 PAGA Payment check is uncashed and cancelled after the void date, or for any
20 Class Member whose envelope is returned and no forwarding address can be
21 located for the Class Member after reasonable efforts have been made, the
22 Administrator shall transmit the funds represented by such checks to the
23 California Controller's Unclaimed Property Fund in the name of the Class
24 Member, thereby leaving no "unpaid residue" subject to the requirements of
25 California Code of Civil Procedure ("CCP") section 384(b).

26 4.1.4. The Administrator shall undertake amended and/or supplemental tax filings and
27 reporting, required under applicable local, state, and federal tax laws, that are
28 necessitated due to the cancellation of any Individual Settlement Payment or

Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are cancelled, shall, nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will have claim preclusive impact with respect to them and all Settlement Class Members with respect to the Released Class Claims. The Final Approval Order and Judgment will have claim preclusive impact on the PAGA Employees with respect to the Released PAGA Claims irrespective of whether their Individual PAGA Payment checks are cancelled. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees, and the LWDA State of California will release claims against all Released Parties as follows:

5.0. Plaintiff's Release. Upon the Effective Date and full funding of the Gross Settlement Amount and funding of all employer payroll taxes, Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns fully and finally releases and discharges the Released Parties from any and all claims arising from her employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the SAC and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained

1 in the SAC, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not
2 extend to any claims or actions to enforce this Agreement, or to any claims for vested
3 benefits, unemployment benefits, disability benefits, social security benefits, or workers'
4 compensation benefits that arose at any time, or based on occurrences outside the Class
5 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
6 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
7 nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
8 notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff
9 understands she is releasing potentially unknown claims and that Plaintiff may have
10 limited knowledge with respect to some of the claims being released. Plaintiff
11 acknowledges there is a risk that, after signing this agreement, Plaintiff may learn
12 information that might have affected Plaintiff's decision to enter into this Agreement.
13 Plaintiff assumes this risk and all other risks of any mistake in entering into this
14 Agreement. Plaintiff agrees that this Agreement is fairly and knowingly made. Plaintiff
15 represent and warrant that Plaintiff has all necessary authority to enter into this
16 Agreement and that Plaintiff has not transferred any interest in any claims to any spouse
17 or to any other third party.

18 5.0.1. Plaintiff expressly waives the provisions of California Civil Code section 1542,
19 which provides:

20 **"A general release does not extend to claims that the creditor or releasing**
21 **party does not know or suspect to exist in his or her favor at the time of**
22 **executing the release and that, if known by him or her, would have materially**
23 **affected his or her settlement with the debtor or released party."**

24 Plaintiff acknowledges that she has read and understands Section 1542 and
25 knowingly and voluntarily waives the rights and benefits afforded by that section
26 with respect to the Claims released herein. Plaintiff agrees that this Agreement is
27 entered into knowingly and voluntarily. Plaintiff represents and warrants that she
28 has full authority to enter into this Agreement and that she has not assigned,

transferred, or conveyed any interest in any Claims to any spouse or to any other third party.

5.1. Release by Participating Class Members: Upon the Effective Date and full funding of the Gross Settlement Amount and funding of all employer payroll taxes, Plaintiff and all Participating Class Members, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims (collectively, the “Released Class Claims”).

5.2. PAGA Released Claims: Upon the Effective Date and full funding of the Gross Settlement Amount and funding of all employer payroll taxes, Plaintiff and the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees, fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and attorneys’ fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint and Plaintiff’s PAGA Notice on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns. This release includes, without limitation, a release of all claims under PAGA alleged in the Operative Complaint and Plaintiff’s PAGA Notice: for meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages, reporting time wages, and meal and rest break premiums; wage statement violations; untimely wages during employment and wages due upon termination; failure to reimburse necessary business expenses; and statutory waiting time penalties based on the foregoing (collectively, the “Released PAGA Claims”).

6. SETTLEMENT ADMINISTRATION.

6.0. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be

bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties 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. The Administrator's duties will include preparing, printing, and mailing the Class Notices to all Class Members in English; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notices; re-mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement.

6.1. Class Data. No later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties, and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4. Remailing of Class Notice. No later than seven (7) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

6.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.2. If the Administrator, the Parties, Defense Counsel, or Class Counsel is contacted

1 by or otherwise discovers any persons who believe they should have been
2 included in the Class Data and should have received Class Notice, the Parties will
3 expeditiously meet and confer in person or by telephone, and in good faith, to
4 agree on whether to include them as Class Members. If the Parties agree, such
5 person(s) will be Class Members entitled to the same rights as other Class
6 Members, and the Administrator will send, via email or overnight delivery, a
7 Class Notice requiring them to exercise options under this Agreement no later
8 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
9 dates in the Class Notice, whichever is later.

10 6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
11 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.
12 The Administrator may not reject a Request for Exclusion as invalid because it fails to
13 contain all the information specified in the Class Notice. The Administrator shall accept
14 any Request for Exclusion as valid if the Administrator can reasonably ascertain the
15 identity of the person as a Class Member and the Class Member's desire to be excluded.
16 The Administrator's determination shall be final and not appealable or otherwise
17 susceptible to challenge. If the Administrator has reason to question the authenticity of a
18 Request for Exclusion, the Administrator may demand additional proof of the Class
19 Member's identity. The Administrator's determination of authenticity shall be final and not
20 appealable or otherwise susceptible to challenge. No later than five (5) days after the
21 expiration of the deadline for submitting Requests for Exclusion, the Administrator shall
22 email a list to Class Counsel and Defense Counsel containing the names and other
23 identifying information of Class Members who have submitted Requests for Exclusion,
24 regardless of whether the requests are valid and timely ("Exclusion List"); and (b) copies
25 of all Requests for Exclusion submitted, regardless of whether the requests are valid and
26 timely.

27 6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
28 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-

1 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether
2 valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay
3 Periods received and/or resolved, and checks mailed for Individual Class Payments and
4 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies
5 of all Requests for Exclusion and Objections received.

6 6.7. Administrator’s Declaration. No later than seven (7) business days after the Response
7 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
8 declaration suitable for filing in Court attesting to (i) its due diligence and compliance
9 with all of its obligations under this Agreement, including, but not limited to, its mailing
10 of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii)
11 the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members,
12 (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total
13 number of Objections received (valid or invalid), (vii) the total number of Participating
14 Class Members and Workweeks, (viii) the total number of Aggrieved Employees and
15 PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment
16 and Individual PAGA Payment. The Administrator will supplement its declaration as
17 needed or requested by the Parties and/or the Court. Class Counsel is responsible for
18 filing the Administrator’s declaration(s) in Court.

19 6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after
20 the Administrator disburses all funds in the Gross Settlement Amount, the Administrator
21 will provide Class Counsel and Defense Counsel with (i) a final report detailing its
22 disbursements by employee identification number only of all payments made under this
23 Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its
24 disbursement of all payments required under this Agreement. Class Counsel is
25 responsible for filing the Administrator's declaration in Court. If any further declaration(s)
26 attesting to the distribution of uncashed checks is required, the Administrator shall provide
27 a declaration at least 7 days before any deadline for a further declaration(s) and Class
28 Counsel shall be responsible for filing the declaration with the Court.

1 6.9. Employer Identification Number. The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings and
3 providing reports to state and federal tax authorities.

4 6.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
5 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
6 Regulation § 468B-1.

7 6.11. Website, Email Address, and Toll-Free Number. The Administrator will establish,
8 maintain, and use an internet website to post information of interest to Class Members,
9 including the date, time, and location of the Final Approval Hearing and copies of the
10 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
11 Notice, Motion for Final Approval, and Final Approval and Judgment. The
12 Administrator will also maintain and monitor an email address and toll-free telephone
13 number to receive Class Member calls, faxes, and emails.

14 6.12. Class Members’ Options.

15 6.12.1. Requests for Exclusion (Opt-Outs). Class Members who wish to exclude
16 themselves (opt-out of) the Class Settlement must send the
17 Administrator, by fax, email, or mail, a signed written Request for
18 Exclusion not later than the Response Deadline (plus an additional 14
19 calendar days for Class Members whose Class Notice is re-mailed). The
20 Request for Exclusion must be valid and timely. To be valid, the Request for
21 Exclusion must (1) include the Class Member’s full name, address, telephone
22 number, and signature, and a written statement requesting to be excluded from
23 the Settlement; (2) state the case name and number of the Action; and (3) be
24 mailed to the specified physical address of the Administrator. To be timely,
25 the Request for Exclusion must be postmarked no later than the Response
26 Deadline. The postmark date will be the exclusive means of determining
27 whether a Request for Exclusion has been timely submitted. A Class Member
28 who does not submit a valid and timely Request for Exclusion will be deemed

1 a Participating Class Member and will be bound by all terms of the Settlement
2 if it is granted Final Approval. If a Class Member's Request for Exclusion is
3 timely but invalid, according to the requirements listed herein, that Class
4 Member will be allowed to cure the defect(s). The Administrator will mail the
5 Class Member a cure letter within three (3) business days of receiving the
6 defective submission to advise the Class Member that his or her submission is
7 defective and that the defect must be cured to render the Request for
8 Exclusion valid. The Class Member will have until the later of (a) the
9 Response Deadline or (b) fourteen (14) calendar days from the date of the cure
10 letter, whichever date is later, to postmark the revised Request for Exclusion.
11 The Administrator, Class Counsel, and Defense Counsel may attempt to
12 resolve any Class Member disputes on the validity or timeliness of a Request
13 for Exclusion. However, the Court has the final authority to make decisions
14 consistent with the terms of this Agreement on the validity or timeliness of a
15 Request for Exclusion. The Court's decision shall be final and not appealable
16 or otherwise susceptible to challenge.

17 6.12.1.1. Every Class Member who does not submit a timely and valid
18 Request for Exclusion is deemed to be a Participating Class Member
19 under this Agreement, entitled to all benefits and bound by all terms and
20 conditions of the Settlement, including the Participating Class Members'
21 Release under Paragraph 5.1 of this Agreement, regardless of whether the
22 Participating Class Member actually receives the Class Notice or objects
23 to the Settlement.

24 6.12.1.2. Every Class Member who submits a valid and timely Request for
25 Exclusion is a Non-Participating Class Member and shall not receive an
26 Individual Class Payment or have the right to object to the class action
27 components of the Settlement. Because future PAGA claims are subject to
28 claim preclusion upon entry of the Judgment, Non-Participating Class

Members who are Aggrieved Employees are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

6.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods to the Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or Pay Periods must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or Pay Periods has been timely submitted. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all Challenges to Calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

1 6.12.3. Objections to Settlement. Each Participating Class Members shall have until
2 the Response Deadline (plus an additional fourteen (14) calendar days for
3 Class Members whose Class Notice is re-mailed) to object, in writing, to the
4 class action components of the Settlement and/or this Agreement, including
5 contesting the fairness of the Settlement and/or amounts requested for the
6 Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Class
7 Representative Service Payment. Only Participating Class Members may send
8 written Objections to the Administrator. A Participating Class Member may
9 object to the Settlement by (1) appearing at the Final Approval Hearing (or
10 hire an attorney to appear in Court) and verbally objecting to the Settlement or
11 any term thereof; and/or (2) sending a written Objection to the Administrator.
12 The written Objection must be valid and timely. To be valid, the written
13 Objection must (1) include the Class Member's full name, address, telephone
14 number, and signature, the contact information for any attorney representing
15 the objecting Class Member, if any, and the factual and legal bases for the
16 Objection, including any supporting papers, briefs, written evidence,
17 declarations, and/or other evidence; (2) state the case name and number of the
18 Action; and (3) be mailed to the specified physical address of the
19 Administrator. To be timely, the written Objection must be postmarked no
20 later than the Response Deadline. The postmark date will be the exclusive
21 means of determining whether a written Objection has been timely submitted.
22 The Administrator, Class Counsel, and Defense Counsel may attempt to
23 resolve any Class Member disputes on the validity or timeliness of a written
24 Objection. However, the Court has the authority to make final decisions
25 consistent with the terms of this Agreement on the validity or timeliness of a
26 written Objection. The Court's decision shall be final and not appealable or
27 otherwise susceptible to challenge. Non-Participating Class Members have
28 no right to object to any of the class action components of the
 Settlement. If a Class Member submits both a Request for Exclusion and

an objection, only the Request for Exclusion will be accepted and the objection will be void.

7. ESCALATOR CLAUSE.

7.0. Defendant represents that there are approximately twenty-six thousand (26,000) Workweeks during the period from July 10, 2022, through October 14, 2025. Should the number of Workweeks increase by more than Ten percent (10%) greater than this figure during the Class Period, Defendant shall increase the Gross Settlement Amount by the percentage increase above ten percent (10%) (e.g. if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%). In the alternative, Defendant in its sole discretion may elect to shorten the Class and PAGA period in order to stay within the ten percent (10%) cushion.

8. DEFENDANT'S RIGHT TO WITHDRAW.

8.0. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant elects to withdraw from the Settlement, Defendant must meet and confer with Class Counsel no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendant will be responsible for paying all settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. MOTION FOR PRELIMINARY APPROVAL

9.0. Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

9.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval of the Class Action and

PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

9.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

9.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any non-material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns. The Parties are not

obligated to agree to a material change to this Agreement if the Court conditions approval on a material change to this Agreement, and in the event the Parties do not agree to a material change to obtain approval, this Agreement shall be deemed void *ab initio*. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment or the Court's decision to reallocate the distribution funds between the Class Members and Aggrieved Employees shall not constitute a material change to the Agreement within the meaning of this paragraph.

10. FINAL APPROVAL.

10.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment. Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Parties are not obligated to agree to a material change to this Agreement if the Court conditions approval on a material change to this Agreement, and in the event the Parties do not agree to a material change to obtain approval, this Agreement shall be deemed void *ab initio*. The Court's decision to award

less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule 3.769(h).

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Expenses Payments set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final. However, should the Court approve less than the requested Class Counsel Fees Payment or Class Representative Service Payment, Class Representative and Class Counsel retain the right to appeal that ruling, but in no event shall such reduction void the Settlement.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the

appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiffs, on one side, and Defendant, on the other.

11. AMENDED JUDGMENT.

11.0. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all of the Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all of the Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

12. ADDITIONAL PROVISIONS.

12.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

12.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. 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 SAC 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 class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement 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). In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

12.2. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any

1 reason, the Settlement is not approved, the stipulation to certification will be void. If, for
2 any reason the Court does not grant Preliminary Approval, Final Approval, or enter
3 Judgment, Defendant reserves the right to contest certification of any class for any
4 reason, Defendant reserves all available defenses to the claims in the Action, Plaintiff
5 reserves the right to move for class certification on any grounds available, and Plaintiff
6 reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and
7 the Parties' willingness to settle the Action will have no bearing on, and will not be
8 admissible in connection with any litigation, except for proceedings to enforce or
9 effectuate the Settlement and this Agreement.

10 12.3 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
11 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
12 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize,
13 or cause or permit another person to disclose, disseminate or publicize, any of the terms of
14 the Agreement directly or indirectly, specifically or generally, to any person, corporation,
15 association, government agency, or other entity except: (1) to the Parties' attorneys,
16 accountants, or spouses, all of whom will be instructed to keep this Agreement
17 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
18 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
19 response to an inquiry or subpoena issued by a state or federal government agency. Each
20 Party agrees to immediately notify each other Party of any judicial or agency order,
21 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
22 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
23 other communication, before the filing of the Motion for Preliminary Approval, any with
24 third party regarding this Agreement or the matters giving rise to this Agreement except to
25 respond only that "the matter was resolved, and it was resolved confidentially" or words to
26 that effect. This paragraph does not restrict Class Counsel's communications with Class
27 Members in accordance with Class Counsel's ethical obligations owed to Class Members.
28 Nothing herein will restrict Class Counsel from including publicly available

information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

No Press Releases/Advertisements. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website.

12.5 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

12.7 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,

together with its attached Exhibit, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.8 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.

12.9 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable.

12.10 Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

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

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

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

12.14 Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE

ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

12.15 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.

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

12.17 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.

12.18 Cooperation in Drafting. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. The Parties have cooperated in the drafting and preparation of this Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

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

12.20 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a

1 Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy,
2 all paper and electronic versions of Class Data received from Defendant unless, prior to
3 the Court's discharge of the Administrator's obligation, Defendant makes a written
4 request to Class Counsel for the return, rather than the destructions, of Class Data.

5 12.21 Headings. The descriptive heading of any section or Paragraph of this Agreement is
6 inserted for convenience of reference only and does not constitute a part of this
7 Agreement.

8 12.22 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
9 be to calendar days. In the event any date or deadline set forth in this Agreement falls on
10 a weekend or federal legal holiday, such date or deadline shall be on the first business
11 day thereafter.

12 12.23 Execution in Counterparts. This Agreement may be executed in one or more counterparts
13 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
14 Agreement shall be accepted as an original. All executed counterparts and each of them
15 will be deemed to be one and the same instrument if counsel for the Parties will
16 exchange between themselves signed counterparts. Any executed counterpart will be
17 admissible in evidence to prove the existence and contents of this Agreement.

18 12.24 Binding Agreement. The Parties warrant that they understand and have full authority to
19 enter into this Settlement, intend that this Agreement will be fully enforceable and
20 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
21 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
22 that otherwise might apply under federal or state law. Plaintiffs, and not their
23 representative(s), must personally execute this Agreement. An authorized officer of
24 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
25 become binding and enforceable pursuant to CCP section 664.6.

26 12.25 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
27 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
28 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.

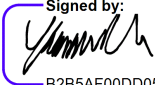
12.26 Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

12.27 All Terms Subject to Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to Court approval.

Signatures on the following page.

Plaintiff & Class Representative:

Dated: 4/13/2026

Signed by:

B2B5AF00DD0540F...
By: _____
Plaintiff, Yaquelin Martinez De Manzanares

Plaintiff's Counsel:

Dated: 4/13/2026

MOON LAW GROUP, P.C.
By:  _____
Kane Moon
Attorneys for Plaintiff

Defendant:

Dated: _____, 2026

By: _____
Dr. Timothy Cottrell

Signature

Head of School

Defendant's Counsel:

Dated: _____, 2026

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
By: _____
Tracy Alexander
David Lester
Michele Collender
Attorneys for Defendant

Plaintiff & Class Representative:

Dated: , 2026

By: _____
Plaintiff, Yaquelin Martinez De Manzanares

Plaintiff's Counsel:

Dated: , 2026

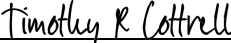
MOON LAW GROUP, P.C.

By: _____
Kane Moon
Attorneys for Plaintiff

Defendant:

Dated: 3/31/2026 , 2026

By: _____
Dr. Timothy Cottrell

Signed by:

AB351ED15BD1457... Signature

Head of School

Defendant's Counsel:

Dated: March 31 , 2026

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

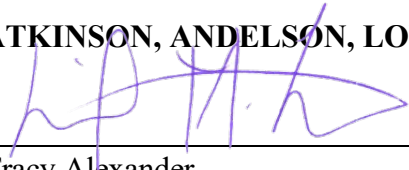
By: 
Tracy Alexander
David Lester
Michele Collender
Attorneys for Defendant

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Yaquelin Martinez de Manzanares v. Brentwood School*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV15318. ("Action"), Plaintiff Yaquelin Martinez De Manzanares ("Plaintiff") alleges Defendant Brentwood School ("Defendant") violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant's records as a Class Member and/or Aggrieved Employee. 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 penalties to the LWDA.

"Class" means all current and former hourly-paid or non exempt employees of Defendant in California employed from July 10, 2022, through XXX ("Class Period").

"Aggrieved Employees" means all current and former hourly-paid or non exempt employees of Defendant in California employed from June 24, 2023, through XXX ("PAGA Period").

On [date of Preliminary Approval], the Court granted preliminary approval of the Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires 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

If you worked for Defendant during the Class Period and/or PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator

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

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
You Do Not Have To Participate In the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt Out Of The Class Settlement But Not The PAGA Settlement. The Opt-out Deadline is _____	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Participating Class Members Can Object To The Class Settlement, but not the PAGA Settlement. Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Class Notice.
You Can Dispute the Calculation of Your Workweeks/PAGA Pay Periods Written Disputes Must be Submitted by _____ << >>	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and the number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Class Notice. If you disagree with this number, you must dispute it by _____ . See Section 3 of this Class Notice

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant’s records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects

Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff is a former employee of Defendant. Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendant strongly denies these allegations and maintains it fully complied with all applicable laws, paid Class Members all wages for time worked, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable laws.

The Court has not ruled on the merits of the claims alleged by Plaintiff. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

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

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$750,000.00 to settle the Action. Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the following amounts from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$[X],000.00. for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$10,000.00 to the Class Representative for her participating in the Action, working with Class Counsel and representing the Class . A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and PAGA Payment.
- PAGA Penalties in the amount of \$50,000.00 allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Period for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$35,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed 1/3 of the Gross Settlement Amount to Class Counsel for reimbursement of their reasonable attorneys' fees incurred to prosecute the Action.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Administrator: The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is as follows;

[Administrator Contact Information].

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ []. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, seventy-five percent (75%) (\$37,500.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA PAGA Payment"), and twenty-five percent (25%)

(\$12,500.00) (the “Individual PAGA Payment”) shall be paid on a pro rata basis to Aggrieved Employees, calculated as follows:

The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“PAGA Pay Periods”);

1. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
2. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator (“Challenge”). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Yaquelin Martinez de Manzanares v. Brentwood School*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV15318.); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[Administrator]
[contact info]

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

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement..

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means Defendant Brentwood School, and each of its former and/or present directors, trustees, officers, shareholders, owners, members, attorneys, fiduciaries, administrators, insurers, predecessors, successors, assigns, partners, representatives, subsidiaries, affiliates, agents, employees, contractors, consultants and any other entities that could be considered to have jointly employed the Settlement Class Members or PAGA Group (including, without limitation, any investment bankers, accountants, reinsurers and any past, present or future affiliated entities, joint ventures and assigns).

Release by Participating Class Members: All Participating Class Members fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorneys' fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Action. This release includes, without limitation, a release of all claims alleged in the Action for meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages, reporting time wages, and meal and rest break premiums; wage statement violations; untimely wages during employment and wages due upon termination; failure to reimburse necessary business expenses; violation of California Business and Professions Code §§ 17200, et seq.; and statutory waiting time penalties based on the foregoing (collectively, the "Released Class Claims").

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, Aggrieved Employees will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

PAGA Released Claims: All Aggrieved Employees fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Action or Plaintiff's PAGA Notice. This release includes, without limitation, a release of all claims alleged in the Action or Plaintiff's PAGA Notice: for meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages, reporting time wages, and meal and rest break premiums; wage statement violations; untimely wages during employment and wages due upon termination; failure to reimburse necessary business expenses; and statutory waiting time penalties based on the foregoing (collectively, the "Released PAGA Claims").

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Yaquelin Martinez de Manzanares v. Brentwood School*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV15318); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will **NOT** receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Yaquelin Martinez de Manzanares v. Brentwood School*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV15318); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

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

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in the Superior Court of the State of California, County of Los Angeles, Department _____, located at _____. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: [ADMINISTRATOR WEBSITE]. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:

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The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at www._____.com, or contact telephone or send an email the Administrator using the contact information listed in Section 3, or consult the Superior Court website by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-a-case-information/cp/los-civ-case-access> and entering the Case Number for the Action, Case No. 23STCV15318.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

12. HOW WILL I GET PAID

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

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

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 3 of this Class Notice has the Administrator's contact information.

13. WHAT IF I LOSE MY SETTLEMENT CHECK

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

14. WHAT IF I CHANGE MY ADDRESS

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Yaquelin Martinez de Manzanares v. Brentwood School*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV15318.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before [Response Deadline]]:

[Administrator]
[contact info]