

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class and PAGA Action Settlement Agreement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Marie F. Savery (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendants Ausin Texas Learning Group, LLC, ATX Learning, LLC (“ATX Learning”), and Syed Khalil (“Defendants”) (collectively with Plaintiff, the “Parties”), conditioned upon Court approval.

DEFINITIONS

The following definitions apply to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. For purposes of this Agreement, the “Action” refers to the following pending action: Marie Savery v. ATX Learning, LLC, et al., Superior Court of California for the County of Ventura, Case No. 2023CUOE013956.

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Settlement Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Settlement Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action.

3. “Settlement Class Counsel” means Richard Law, P.C.

4. “Defendants’ Counsel” means Greenberg Traurig, LLP.

5. “Class Settlement Period” shall mean the time period from and including September 13, 2019 through and including April 15, 2024 (also referred to as the “Class Period”).

6. “Class Members” are all current and former employees of Ausin Texas Learning Group, LLC (also known as ATX Learning, LLC or ATX Learning) (“ATX”) who worked in California for ATX at any time during the Class Settlement Period. Defendants represent there are approximately 303 Class Members.

7. “PAGA Settlement Period” shall mean the time period from and including September 12, 2022 through and including April 15, 2024 (also referred to as the “PAGA Period”).

8. “Aggrieved Employees” shall mean all current and former employees of Ausin Texas Learning Group, LLC (also known as ATX Learning, LLC or ATX Learning) (“ATX”) who worked for ATX in California at any time during the PAGA Settlement Period. Defendants represent there are approximately 226 Aggrieved Employees.

9. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide only to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security number; dates of employment; the number of workweeks that each Class Member worked during the Class Period, and pay periods that each Class Member worked during the PAGA Period if that Class Member is also an Aggrieved Employee.

10. “Class Representative” or “Plaintiff” means Plaintiff Marie Savery.

11. “Effective Date” shall be the later of the following: (i) if there is an objection filed and not withdrawn, the 61st day (unless the last such date is a weekend or holiday, in which case the next business day shall be used) after the Court enters an order granting final approval of this Settlement and judgment in the Action, as long as no timely appeal is taken by a Class Member of the order of final approval and entering judgment in the Action; (ii) if there is an objection filed but withdrawn or if there is no objection filed, on the date the Court enters an order granting final approval of the Settlement judgment in the Action; (iii) if any timely appeals are filed, the date of the resolution and entry of remittitur (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

12. “Funding Date” shall mean the funding of the Gross Settlement Amount and the employer-side payroll taxes required by law on the wage component of each Class Member’s Individual Class Settlement Payment, and shall be completed within seven (7) calendar days of the Effective Date. For avoidance of doubt, the parties agree that the funding of the settlement shall not occur at any time before December 15, 2024.

13. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement.

14. “Gross Settlement Amount” (“GSA”) means the total settlement amount of Three Hundred Eighty Thousand Dollars and Zero Cents (\$380,000.00), to be paid by Ausin Texas Learning Group, LLC (or, if Ausin Texas Learning Group, LLC should fail to pay, by any other Defendant) in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Service Enhancement Payment, the PAGA Penalty Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendants based on the aggregation of the agreed-upon settlement value of individual claims and takes into account the financial hardship and conditions of Defendants. In no event will Defendants be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth in the Settlement Agreement. The Gross Settlement Amount is subject to the Escalator clause contained in the Settlement Agreement (as described in Paragraph 50 below) and therefore may increase. There will be no reversion of the Gross Settlement Amount to Defendants. In addition to the GSA, Defendants will be separately responsible for funding all employer-side payroll taxes required by law on the wage component of each Class Member’s Individual Class Settlement Payment, which shall not be paid from the Gross Settlement Amount.

15. “Individual Settlement Payment” means each Participating Class Member’s and Aggrieved Employee’s respective shares of the Net Settlement Fund for the Class Settlement (“Individual Class Settlement Payment”) and the PAGA Fund for the PAGA Settlement (“Individual PAGA Settlement Payment”).

16. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, the Class Representative Service Enhancement Payment, the PAGA Penalty Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members in the form of Individual Class Settlement Payments for the Class Settlement. There will be no reversion of the Net Settlement Fund to Defendants.

17. “Notice of Objection” means a Participating Class Member’s valid and timely signed written objection to the Class Settlement. A Notice of Objection must include sufficient information for the Settlement Administrator to ascertain the identity of the Participating Class Member and that the Participating Class Member is objecting to the Class Settlement: the Objection should include (a) the objector’s full name, address, telephone number, last four digits

of the employees social security number or employee ID number and (b) a signed written statement of all grounds for the objection to the Class Settlement accompanied by legal support, if any, for such objection. The Notice of Objection is only applicable to Class Settlement; the PAGA Settlement may not be objected to.

18. “Notice Packet” means the Notice of Class and PAGA Action Settlement, substantially in the form attached as Exhibit A.

19. “PAGA Penalty Amount” shall equal Five Thousand Dollars and Zero Cents (\$5,000.00), of which Seventy-Five Percent (75%) will be payable to the Labor and Workforce Development Agency (“Labor and Workforce Development Agency Payment” or “LWDA Payment”), and the remaining Twenty-Five Percent (25%) will be the “PAGA Fund” payable to the Aggrieved Employees in the form of Individual PAGA Settlement Payments, in connection with Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). There will be no reversion of the PAGA Penalty Amount to Defendants.

20. “Participating Class Member(s)” or “Settlement Class Member(s)” means Class Members who do not submit timely and valid Requests for Exclusion. Collectively, Participating Class Members or Settlement Class Members can be referred to as the “Settlement Class.”

21. “Released Class Claims” means the claims during the Class Period to be released by Participating Class Members, upon the later of the Effective Date or full funding of the Gross Settlement Amount by Defendants, against Released Parties, and are all claims pled in the Action, including in the Complaint, in the First Amended Complaint, the forthcoming Second Amended Complaint (as described in Paragraph 30 below) and in the PAGA letters Plaintiff submitted (and the letter she agrees to submit pursuant to Paragraph 30 below), to the Labor and Workforce Development Agency, and any claims that reasonably could have been pled based on facts alleged in the Action and PAGA letters, including, all claims for failure to pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime and double time, and contractual salary), meal period violations (including unpaid meal period premiums), rest break violations (including unpaid rest period premiums), failure to pay overtime, premium and other wages at the regular rate of pay, failure to timely pay final wages, failure to timely provide accurate wage statements, failure to pay vacation and/or PTO wages, failure to reimburse business expenses, failure to provide wage theft notices, failure to provide sick leave (including claims under Labor Code section 248.5), failure to timely pay wages during employment, unlawful noncompete agreements, unlawful

damage limitation agreements, failure to keep and provide requisite time, payroll, and personnel records in violation of the California Labor Code sections 226, 432, 1174, and 1198.5 and the Industrial Welfare Wage Order, violation of California Labor Code section 432.5, violation of California Labor Code section 925, unlawful business practices relating to alleged unlawful non-compete or damage limitation agreements under the California Labor Code and/or the California Business and Professions Code section 17200, any other violation under Cal. Bus. & Prof. Code section 17200 *et seq.* that reasonably could have been pled in the Action based on facts alleged in the Action and PAGA letters, and all claims for restitution or equitable relief, civil penalties, statutory penalties of any nature whatsoever, attorneys' fees and costs for those claims released herein. Released Class Claims do not include any other claims, including claims for civil penalties under the Private Attorneys General Act of 2004, Cal. Labor Code § 2699 *et seq.* ("PAGA") ("PAGA Penalties"), vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Settlement Period.

22. "Released PAGA Claims" means the claims during the PAGA Period to be released by the Aggrieved Employees upon the later of the Effective Date or full funding of the Gross Settlement Amount by Defendants, against Released Parties, and are all claims for civil penalties under the Private Attorneys General Act of 2004, Cal. Labor Code § 2699 *et seq.* ("PAGA Penalties") to include all claims pled in the PAGA letters Plaintiff submitted (and the letter she agrees to submit pursuant to Paragraph 30 below) to the Labor and Workforce Development Agency, including, all claims for failure to pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime and double time, and contractual salary), meal period violations (including unpaid meal period premiums), rest break violations (including unpaid rest period premiums), failure to pay overtime, premium and other wages at the regular rate of pay, failure to timely pay final wages, failure to timely provide accurate wage statements, failure to pay vacation and/or PTO wages, failure to reimburse business expenses, failure to provide wage theft notices, failure to provide sick leave (including claims under Labor Code section 248.5), failure to timely pay wages during employment, unlawful noncompete agreements, unlawful damage limitation agreements, failure to keep and provide requisite time, payroll, and personnel records in violation of the California Labor Code sections 226, 432, 1174, and 1198.5 and the Industrial Welfare Wage Order, violation of California Labor Code section 432.5, and violation of California

Labor Code section 925. Released PAGA Claims do not include a release of claims other than for PAGA Penalties.

23. “Released Parties” shall mean Syed Khalil, Ausin Texas Learning Group, LLC, ATX Learning, LLC and all of its parent companies, subsidiaries, joint employers, past and present officer, directors, employees, attorneys, agents, trustees, shareholders. Released Parties shall include any of Defendants’ clients whom any Class Member or Aggrieved Employee was assigned to or performed work for.

24. “Request for Exclusion” means a valid and timely written signed statement submitted by a Class Member requesting to be excluded from the Class Settlement. The Request for Exclusion must contain information sufficient for the Settlement Administrator to ascertain the identity of the Class Member and ascertain that the Class Member wants to opt-out: the Request for Exclusion should include (a) the full name, address, telephone number, last four digits of the employees social security number or employee ID number and (b) a signed written statement that the employee would like to opt out of the Class Settlement. The Request for Exclusion is only applicable to Class Settlement; there is no request for exclusion available for the PAGA Settlement.

25. “Response Deadline” means the deadline by which Class Members must postmark, email or fax to the Settlement Administrator Requests for Exclusion, postmark, email or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to Class Settlement to the Settlement Administrator and to Settlement Class Counsel and Defendants’ Counsel. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

26. “Settlement” or “Settlement Action” means the disposition of the Action on behalf of Participating Class Members for the Class Settlement and Aggrieved Employees for the PAGA Settlement, which is effectuated by this Agreement, Final Approval Order and the Judgment. Individually, the class action components of the Settlement is referred to as the “Class Settlement” and the PAGA action components of the Settlement is referred to as the “PAGA Settlement.”

27. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including,

but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting and payments, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary and if approved by the Court, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. The Settlement Administration Costs are currently estimated to be Six Thousand Nine Hundred Fifty Dollars and Zero Cents (\$6,950.00).

28. “Settlement Administrator” means ILYM Group, Inc, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

29. “Settlement Check” means the checks that will be issued to each Participating Class Member and Aggrieved Employees. The checks shall also be accompanied by a notice stating that judgment has been entered pursuant to California Rules of Court, rule 3.771(b).

TERMS OF AGREEMENT

The Plaintiff, on behalf of herself, Aggrieved Employees and the Settlement Class, and Defendants agree as follows:

30. Amended Pleading. In connection with preliminary approval, and for settlement purposes, it is agreed to that Plaintiff will submit an amended PAGA letter to the Labor and Workforce Development Agency, and will file a Second Amended Complaint in the Action (at least 65 days after the submission of the amended PAGA letter) against Ausin Texas Learning Group, LLC and ATX Learning, LLC (dismissing Syed Khalil), with new class definitions revised to include all Class Members and Aggrieved Employees, and revised to assert claims, legal allegations, legal theories, and factual allegations including but not limited to claims for unpaid wages to hourly-paid, non- exempt employees, meal period violations (including unpaid meal period premiums), rest break violations (including unpaid rest period premiums), and failure to pay premium wages at the regular rate of pay. The Settlement is expressly conditioned upon: (i) the approval by Defendants of the amended PAGA letter and Second Amended Complaint, and (ii) an order by the Court granting Plaintiff leave to file the Second Amended Complaint and her filing of the same. Should the Court deny the amendment, the Parties will meet and confer in good faith.

31. Prospective Relief, Defendants' Actions and Acknowledgements. Prior to the filing of the Motion for Preliminary Approval, Defendants agree to provide Settlement Class Counsel declaration(s) under oath and penalty of perjury regarding changes Defendants are and will make to its wage and hour practices and employment agreement. Defendants' acknowledge and agree that Class Representative and Settlement Class Counsel were a catalyst for the changes, and the declaration shall also specify this. The declaration(s) may be used in conjunction with seeking approval of the Settlement, including the filing of said declaration(s).

32. Financial Condition and Acknowledgments. Prior to the filing of the Motion for Preliminary Approval, Defendants agree to provide to Settlement Class Counsel declaration(s) under oath and penalty of perjury attesting to financial hardship including but not limited to financial condition, and further attesting that contracts with Defendants' clients to whom any Class Member and Aggrieved Employee was assigned to or performed work for requires indemnification of the clients. The declaration(s) may be used in conjunction with seeking approval of the Settlement, including the filing of said declaration(s).

33. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the Gross Settlement Amount into a Qualified Settlement Account to be established by the Settlement Administrator. The Settlement Administrator will calculate the employer-side payroll taxes due and Defendants will pay any required employer-side payroll taxes separately and in addition the Gross Settlement Amount. After the Effective Date, the Gross Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the Class Representative Service Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the employer's share of payroll taxes on the Funding Date. For avoidance of doubt, the parties agree that the funding of the settlement shall not occur at any time before December 15, 2024.

34. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Settlement Class Counsel for Attorneys' Fees of not more than 40% of the GSA or One Hundred and Fifty Two Thousand Dollars and Zero Cents (\$152,000.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), which is currently expected not to exceed Eleven Thousand Five Hundred Dollars and Zero Cents

(\$11,500.00), both of which will be paid from the Gross Settlement Amount. The Attorneys' Fees and Costs are subject to approval by the Court.

35. Service Enhancement Payment. In exchange for the "General Release – Class Representative," and in recognition of her effort and work in prosecuting the Action, Defendants agree not to oppose or impede any application or motion for a Service Enhancement Payment (also referred to the "Class Representative Service Enhancement Payment") of Ten Thousand Dollars (\$10,000) to Plaintiff, subject to approval by the Court and to be paid from the Gross Settlement Amount. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Service Enhancement Payment. Any reduction of the Service Enhancement Award by the Court shall not void the "General Release – Class Representative." The Service Enhancement Payment is in addition to Plaintiff's share of the settlement via an Individual Settlement Payment.

36. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Seven Thousand Five Hundred Fifty Dollars and Zero Cents (\$7,550.00). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Gross Settlement Amount and employer-side payroll taxes, and providing necessary reports and declarations.

37. PAGA Penalty Amount. Subject to Court approval, the Parties agree that the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to the PAGA, Seventy-Five Percent (75%), or Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$3,750.00), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or One Thousand Two Hundred and Fifty Dollars and Zero Cents (\$1,250.00), will be paid to Aggrieved Employees in proportion to the number of pay periods worked during the PAGA Period. 100% of each Aggrieved Employee's individual PAGA Penalty Amount payments will be characterized as penalties for which a Form 1099-Misc will be issued.

38. No Right to Exclusion/Opt-Out or Objections to the PAGA Settlement by Aggrieved Employees. Because this Settlement resolves claims and actions brought pursuant to the PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of

California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from (i.e. opt-out of) the PAGA Settlement. Aggrieved Employees will be bound by the terms of the PAGA Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the PAGA Settlement or the Settlement Agreement.

39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

40. Individual Settlement Payment Calculations. This is a “checks-mailed” settlement meaning the Settlement 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. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of workweeks a Class Member worked during the Class Period and the number of pay periods an Aggrieved Employee worked during the PAGA Period. All Class Members will be credited with at least one workweek during the Class Period, and all Aggrieved Employees will be credited with at least one pay period during the PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

- a. Payments from the Net Settlement Fund for Class Members’ Class Settlement Payments. Defendants will calculate from its business records, and provide to the Settlement Administrator, the total number of approximate workweeks worked by each Class Member during the Class Period and the aggregate total number of workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated “Individual Class Settlement Payment” from the Net Settlement Fund for the Class Settlement, the Settlement Administrator will use the following formula: Each Class Member’s total number of workweeks worked shall be divided by the total number of workweeks worked by all Class Members, then multiplying the resulting fraction by the Net

Settlement Fund. Twenty Percent (20%) of each Class Members' Individual Class Settlement Payment will be characterized as wages for which a Form W-2 will be issued and the remaining Eighty Percent (80%) of the Individual Class Settlement Payment will be characterized as penalties and interest for which a Form 1099-MISC will be issued. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Class Settlement Payment for each Participating Class Member according to the number of workweeks worked during the Class Period, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

- b. Payments from the PAGA Fund for Aggrieved Employees' Individual PAGA Settlement Payments. Defendants will calculate from its business records, and provide to the Settlement Administrator, the total number of approximate pay periods worked by each Aggrieved Employee during the PAGA Period and the aggregate total number of pay periods worked by all Aggrieved Employees during the PAGA Period. All Aggrieved Employees shall be provided with a share from the PAGA Fund (i.e. the Twenty-Five Percent (25%) of the PAGA Penalty Amount) for the PAGA Settlement. To determine each Aggrieved Employee's estimated "Individual PAGA Settlement Payment" from the PAGA Fund, the Settlement Administrator will use the following formula: Each Aggrieved Employee's total number of pay periods worked during the PAGA Period shall be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, then multiplying the resulting fraction by the PAGA Fund. One Hundred Percent (100%) of each Aggrieved Employee's Individual PAGA Settlement Payment will be characterized as penalties for which a Form 1099-MISC will be issued.

41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members and Aggrieved Employees under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members and/or Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members and Aggrieved Employees may be entitled under any benefit plans.

42. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

43. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

44. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly by the Settlement Administrator via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Class Settlement, and/or disputes to the number of workweeks and/or pay periods identified for them.

46. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class and Aggrieved Employee definitions; (iv) the total number of workweeks and pay periods each respective Class Member and Aggrieved Employee worked for Defendants during the Class Period and PAGA Period; (v) each Class Member's and Aggrieved Employee's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii) the deadlines by which the Class Member must postmark, email or fax Requests for Exclusion, or postmark Notices of Objection; and (ix) the claims to be released.

47. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute the number of workweeks or pay periods on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendants' records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline and will be decided within fourteen (14) calendar days after the Response Deadline.

48. Defective Request for Exclusion Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (i) the Response Deadline or (ii) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to postmark, email or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax or email within that period, it will be deemed untimely.

49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Class Settlement must sign and provide a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The Request for Exclusion should include (a) the full name, address, telephone number, last four digits of the employee's social security number or

employee ID number and (b) a written statement that the employee would like to opt out of the Class Settlement. To be effective, the Request for Exclusion must be submitted by the Response Deadline and received by the Settlement Administrator. A Request for Exclusion may be mailed, faxed, or e-mailed to the Settlement Administrator by the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

50. Escalator. In advance of mediation Defendants represented that, through December 2023, the Class Members worked approximately 6,445 workweeks. Defendants estimate that through the date of mediation, the Class Members worked approximately 6,785 workweeks between September 13, 2019 and March 6, 2024. Defendants will recalculate the above total workweeks worked from March 6, 2024 through the end of the Class Period (*i.e.*, through and including April 15, 2024). If the workweeks Class Members worked during the Class Period, as measured on the final date of the Class Period (*i.e.*, April 15, 2024), increase by more than 10% of the estimated 6,785 total workweeks (*i.e.*, an increase of more than 679 workweeks), Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the total number of workweeks worked by Class Members in excess of 10%. To illustrate, if the number of workweeks increases by 11%, from 6,785 to 7,532 workweeks, the Gross Settlement Amount will increase by one percent (1%). Alternatively, at Defendants' option, Defendants may shorten the Class Period to a date at which the total workweeks for the Class fall within the 10% threshold (*i.e.*, the date on which the Class Members worked no more than 7,464 workweeks).

51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the Settlement Agreement's terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

52. Releases by Participating Class Members. Upon Defendants' full funding of the Gross Settlement Amount and the employer-side payroll taxes required by law on the wage component of each Class Member's Individual Class Settlement Payment, and except as to such rights or claims as may be created by this Settlement Agreement, any Final Approval Order and Judgment, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and

forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims during the Class Period.

53. Releases by Aggrieved Employees. Upon Defendants' full funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by this Settlement Agreement, Final Approval Order and Judgment, each Aggrieved Employee, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

54. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to void and withdraw from the Settlement if at any time prior to the hearing on Final Approval, Ten Percent (10%) or more of Class Members submit timely and valid Requests for Exclusion. Defendants must exercise their right of rescission, in writing, to Plaintiff's counsel within fourteen (14) calendar days of receipt of the final report from the Settlement Administrator indicating the number of Class Members who submitted timely and valid Requests for Exclusion. If the option to rescind is exercised, then Defendants will be solely responsible for all settlement administration costs incurred to that point.

55. Class Settlement Objection Procedures. To object to the Class Settlement, a Participating Class Member may either postmark a valid Notice of Objection to the Settlement Administrator, Defendants' Counsel and Settlement Class Counsel on or before the Response Deadline, or appear in person at the Final Approval Hearing. Participating Class Members who fail to object to the Class Settlement either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit objections to the Settlement Agreement or appeal from the final approval order and judgment. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Class Settlement. The PAGA Settlement may not be objected to.

56. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Settlement Class Counsel a weekly

report that certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to the Settlement, and whether any Class Member/Aggrieved Employee has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

57. Distribution Timing of Individual Settlement Payments. Within fourteen (14) calendar days of the Funding Date, the Settlement Administrator will issue Court-approved payments to: (i) Participating Class Members and Aggrieved Employees; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff; and (iv) Settlement Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

58. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance shall be distributed as set forth in California Code of Civil Procedure Section 384, as amended. Checks not negotiated within 180 days of mailing shall be voided and the funds represented by such checks shall be submitted by the Administrator to the State of California's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

59. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion and accounting to the Court and counsel for all Parties.

60. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees and Settlement Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for calculating the amount of employer-side payroll taxes due on the portion of the Net Settlement Fund deemed wages, communicating with Defendants and Defendants' Counsel to effectuate Defendants' funding of that amount, and for forwarding all payroll taxes and penalties to the appropriate government authorities.

61. Tax Liability. Defendants and Defendants' Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Aggrieved Employees and Participating Class Members are not relying on any statement, representation, or calculation by Defendants, Defendants' Counsel or by the Settlement Administrator in this regard. Likewise, Plaintiff and Settlement Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Participating Class Members, Aggrieved Employees and Defendants are not relying on any statement, representation, or calculation by Plaintiff and Settlement Class Counsel or by the Settlement Administrator in this regard

62. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

63. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

64. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order, attached as Exhibit B. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class and PAGA Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval and will provide these papers to Defendants at least seven (7) calendar days in advance of such filing. Defendants may review and suggest revisions to Plaintiff's Motion for Preliminary Approval, which Plaintiff will consider.

65. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval

of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Service Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval and will provide the Motion for Final Approval to Defendants at least seven (7) calendar days in advance of such filing. Defendants may review and suggest revisions to Plaintiff's Motion for Final Approval, which Plaintiff will consider. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing whether it be incorporated into the Motion For Final Approval or a separate motion.

66. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after or in conjunction with the final fairness hearing, the Parties will present the Judgment to the Court for its approval. Judgment shall be entered against Ausin Texas Learning Group, LLC (also known as ATX Learning, LLC), but not against Syed Khalil, who shall be dismissed as noted in paragraph 30, above. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

67. General Release – Class Representative. Upon Defendants' full funding of the Gross Settlement Amount and the employer-side payroll taxes required by law on the wage component of each Class Member's Individual Class Settlement Payment, (i) Plaintiff on her behalf and on behalf of Plaintiff Released Parties shall, through the "General Release – Class Representative," fully and forever release and discharge all waivable known and unknown claims against all of Defendants' Released Parties, or any of them; and (ii) Defendants, together and individually, on their behalf and on behalf of Defendants' Released Parties, shall, through the "General Release – Class Representative," fully and forever release and discharge all waivable known and unknown claims against all of Plaintiff Released Parties, or any of them. For avoidance of doubt, the "General Release – Class Representative" is a mutual release of all waivable known and unknown claims. However, if the Conejo Valley Unified School District, or parents, teachers, or students of same at the schools that Plaintiff served (Banyan, Madrona, Acacia, and Maple

elementary schools, Colina Middle School, and Be Me Pre-School) later assert a claim or dispute against Defendants or Plaintiff allegedly arising out of Plaintiff's conduct in performing services to Defendants or Conejo Valley Unified School District during the time period of October 4, 2022 to June 15, 2023, Defendants and Plaintiff each shall, at its option, be permitted to void the "General Release – Class Representative" as to the subject of the asserted claim and as necessary to defend themselves, from such claim or dispute, including as to one another. If either Party exercises the option to void its "General Release – Class Representative" in the limited manner described in the preceding sentence, the exercising Party shall provide notice to the other Party pursuant to the notice procedures contained herein. Upon the delivery of such notice, the exercising Party's "General Release – Class Representative" of the other Party shall be null and void to the extent contemplated in this provision. The Parties agree that this Paragraph or the "General Release – Class Representative" in no way affects the releases granted by Participating Class Members and Aggrieved Employees in the Agreement. The Parties further agree that this Paragraph and the "General Release – Class Representative" contained herein is in addition to the Released Class Claims and Released PAGA Claims that may be released by Plaintiff through any participation by her in the Class Settlement and PAGA Settlement and the resulting Released Class Claims and Released PAGA Claims respectively. Valid and sufficient consideration is provided for the "General Release – Class Representative" including the agreements made herein. To the extent the foregoing "General Release – Class Representative" is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff and Defendants each expressly waive any and all rights and benefits conferred upon each of them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

For purposes of "General Release - Class Representative," (1) Defendants' Released Parties shall mean: shall mean Syed Khalil, Ausin Texas Learning Group, LLC, ATX Learning, LLC and all of its parent companies, subsidiaries, joint employers, past and present officer, directors,

employees, attorneys, agents, trustees, shareholders. Defendants' Released Parties shall include any of Defendants' clients whom any Plaintiff was assigned to or performed work for, and (2) Plaintiff's Released Parties shall mean Plaintiff and her heirs, executors, administrators, agents, and attorneys.

68. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

69. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

70. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

71. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court, or in the alternative, the mediator used to achieve the Settlement, to resolve such disagreement.

72. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the heirs, successors or assigns of the Parties hereto

73. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

74. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign, Adobe Sign or the like), facsimile, and scanned copies of the signature page, will be accepted as originals and deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement.

75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential, including Defendants' attestation to financial hardships/conditions. 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.

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

77. Waiver of Certain Appeals. Provided the Final Approval Order and judgment is consistent with the terms of this Settlement Agreement, the Parties and all Participating Class Members who did not object to the Class Settlement agree to waive appeals (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) and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Settlement Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms. 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 such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Fund.

78. 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 Settlement Administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of Enhancement Service Payment or any payments to Settlement 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.

79. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

80. Non-Admission of Liability. The Parties enter into this Settlement to resolve the disputes that have arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendants do not admit and Plaintiff does not admit, and they each specifically deny, that they 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 with respect to its employees or anyone else. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants or Plaintiff of any such violations, liability, wrongdoings, or failures to comply with any applicable law or the non-validity of available defenses. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or

admission on the part of Defendants or Plaintiff or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

81. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement. The Parties agree not to publicize the terms of this Settlement, except as required to fulfill the terms of the Settlement, to enforce the terms of this Settlement, by court order, or with the express written consent of the other parties. The Parties further agree that they will not make, disseminate or publish in any way any disparaging remarks, descriptions, summaries or statements about the other Party. None of this prevents Settlement Class Counsel from communicating with Class Members, Aggrieved Employees, the Court, and the LWDA and fulfilling duties as class counsel.

82. Waiver. No waiver of any condition or covenant contained in this Settlement 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.

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

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

85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement 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 to the preparation of this Settlement Agreement.

86. 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. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith, use best efforts and execute all documents and share information to the extent reasonably necessary to effectuate the terms of this Settlement Agreement or that may become necessary by order of the Court. All Parties will cooperate in vacating all dates and deadlines on calendar, and staying the Action in its entirety while Plaintiff seeks approval of the Settlement.

89. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF MARIE F. SAVERY


marie.savery (May 28, 2024 17:45 PDT)

By: Marie F. Savery,

Dated: May 28, 2024, 2024

DEFENDANT ATX LEARNING, LLC

By:
Its:

Dated: _____, 2024

DEFENDANT AUSIN TEXAS LEARNING GROUP, LLC

By:

Its:

Dated: _____, 2024

DEFENDANT SYED KHALIL

By: Syed Khalil

Dated: _____, 2024

Approved as to form:

GREENBERG TRAURIG, LLP

By: Ryan C. Bykerk
Attorney for Defendants ATX Learning, LLC,
Ausin Texas Learning Group, LLC, and Syed Khalil

Dated: _____, 2024

RICHARD LAW P.C.

Diane Richard

By: Richard Law
As Attorney for Plaintiff

Dated: _____ **May 28**, 2024

Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith, use best efforts and execute all documents and share information to the extent reasonably necessary to effectuate the terms of this Settlement Agreement or that may become necessary by order of the Court. All Parties will cooperate in vacating all dates and deadlines on calendar, and staying the Action in its entirety while Plaintiff seeks approval of the Settlement.

89. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF MARIE F. SAVERY

By: Marie F. Savery,

Dated: _____, 2024

DEFENDANT ATX LEARNING, LLC

DocuSigned by:

Syed Khalil

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By: Syed Khalil

Its: President

Dated: 05/29/2024
_____, 2024

DEFENDANT AUSIN TEXAS LEARNING GROUP, LLC

DocuSigned by:

Syed Khalil

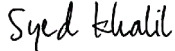
CA69577D0FEA4C7...
By: Syed Khalil

Its: President

Dated: 05/29/2024
_____, 2024

DEFENDANT SYED KHALIL

DocuSigned by:



CA69577D0FEA4C7...

By: Syed Khalil

Dated: 05/29/2024
_____, 2024

Approved as to form:

GREENBERG TRAURIG, LLP



By: Ryan C. Bykerk

Attorney for Defendants ATX Learning, LLC,
Ausin Texas Learning Group, LLC, and Syed Khalil

Dated: 05/29/2024
_____, 2024

RICHARD LAW P.C.

By: Richard Law

As Attorney for Plaintiff

Dated: _____, 2024

EXHIBIT A to SETTLEMENT AGREEMENT

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

A court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

This is an Official Notice approved by the Court intended to inform all Class Members and Aggrieved Employees of the Class and PAGA Action Settlement reached in the following lawsuit: **Marie Savery v. ATX Learning, LLC et al., Ventura County Superior Court, Case No. 2023CUOE013956.**

You have received this Notice because records indicate that you are a Class Member and/or an Aggrieved Employee. Class Members are all current and former employees of Ausin Texas Learning Group, LLC (also known as ATX Learning, LLC. or ATX Learning) (“ATX”) who worked in California for ATX at any time during the Class Period of September 13, 2019 through and including April 15, 2024 (the “Class”). Aggrieved Employees are all current and former employees of Ausin Texas Learning Group, LLC (also known as ATX Learning, LLC. or ATX Learning) (“ATX”) who worked in California for ATX at any time during the PAGA Period of September 12, 2022 through and including April 15, 2024.

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

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1. Why Should You Read This Notice?

On September 13, 2023, Plaintiff (“Plaintiff”) Marie Savery initiated a putative class action against ATX premised on various alleged employment violations including that under California’s Labor Code and unfair competition law. Plaintiff has amended the complaint to assert, among things, a claim for civil penalties pursuant to California’s Private Attorneys General Act (“PAGA”). Plaintiff’s class and PAGA action is presently pending before Department 20 and Hon. Matthew P. Guasco of the Superior Court of California for the County of Ventura (“Court”). A settlement of the action has been reached on behalf of Class Members and Aggrieved Employees. This Notice describes the nature of Plaintiff’s action and explains your rights in the settlement (both the Class portion of the settlement (the “Class Settlement”) and the PAGA portion of the settlement (the “PAGA Settlement”). The following summarizes the settlement payments you may be eligible to receive:

Class Settlement - ATX’s records indicate that you are a Class Member who worked a total of [REDACTED] workweeks during the Class Period of September 13, 2019 through April 15, 2024. Based on this estimate, your pre-tax Individual Class Settlement Payment is estimated to be \$ [REDACTED] for the Class Settlement. This dollar amount is only an estimate and may change.

PAGA Settlement - ATX’s records indicate that you [] are [] are not an Aggrieved Employee. If the box is checked that you are an Aggrieved Employee, ATX’s records indicate you worked a total of [REDACTED] pay periods during the PAGA Period of September 12, 2022 through April 15, 2024. Based on this estimate, your Individual PAGA Settlement Payment is estimated to be \$ [REDACTED] for the PAGA Settlement (this is in addition to any Class

Settlement Payment you are eligible for). This dollar amount is only an estimate and may change. If you are not an Aggrieved Employee, you are not eligible for an Individual PAGA Settlement Payment.

On [INSERT DATE], the Parties executed a Class and PAGA Action Settlement (“Settlement”) as a compromise that resolves Plaintiff’s individual and representative claims, subject to Court approval. Those identified as Class Members will comprise the Class the Plaintiff will request the Court certify for settlement purposes only. On [INSERT DATE], the Court preliminarily approved the Settlement and has ordered that this Notice be provided to you. *The Court has not determined who is right or wrong in this lawsuit.*

2. What Is the Case About?

Plaintiff asserted claims against ATX on behalf of Class Members/Aggrieved Employees for alleged: illegal non-compete agreements; illegal limitations on damages agreements; failure to pay proper and timely wages and business expenses; failure to furnish compliant itemized wage statements, other records and breaks; unfair business practices; and civil penalties pursuant to PAGA.

ATX vehemently denies any and all wrongdoing and liability. ATX contends it conducted business and compensated employees consistent with the laws of the State of California. ATX contends it has no liability for any of claims under any statute, wage order, common law, or equitable theory. The Court has not ruled on the merits of Plaintiff’s claims.

3. What Does the Settlement Provide?

In addition to making changes to ATX’s wage and hour practices, as part of the Settlement’s terms, and in exchange for a release of the class and PAGA claims asserted by Plaintiff, ATX will pay **\$380,000.00** (“Gross Settlement Amount”), which includes payment for attorneys’ fees, costs, third-party settlement administrator costs, the class representative service enhancement payment, payment to the California Labor and Workforce Development Agency, and payment to Class Members and Aggrieved Employees

Plaintiff will request from the Gross Settlement Amount: (1) \$152,000.00 for attorneys’ fees; (2) costs which are currently expected to not exceed \$11,500.00; (3) settlement administration costs to ILYM Group, Inc. which are expected to not exceed \$6,950.00; (4) up to \$10,000.00 as a service enhancement payment to Plaintiff for her services as a class representative in prosecuting and settling the action, and in consideration for her broad release and waiver of claims; and (5) a PAGA payment of \$5,000.00, of which \$1,250.00 will be distributed to Aggrieved Employees and \$3,750.00 will be paid to the California Labor and Workforce Development Agency. After deducting all the preceding amounts from the Gross Settlement Amount, the remaining amount (“Net Settlement Fund”) will be distributed as Individual Settlement Payments to Class Members who do not exercise their right to opt out of the Settlement as provided in Section 4 below.

Each Class Members’ “Individual Class Settlement Payment” will be calculated by taking each Class Members’ total number of workweeks worked during the Class Period divided by the total number of workweeks worked by all Class Members during the Class Period, then multiplying the resulting fraction by the Net Settlement Fund. Your estimated Class Settlement Payment along with the number of workweeks the settlement payment is based on is identified on page 1 of this Notice. Twenty Percent (20%) of each Class Members’ Individual Class Settlement Payment will be characterized as wages for which a Form W-2 will be issued and the remaining

Eighty Percent (80%) of the Individual Class Settlement Payment will be characterized as penalties and interest for which a Form 1099-MISC will be issued.

Each Aggrieved Employees' "Individual PAGA Settlement Payment" will be calculated by taking each Aggrieved Employees' total number of pay periods worked during the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, then multiplying the resulting fraction by the \$1,250.00 PAGA Fund available to Aggrieved Employees. If you have been identified as an Aggrieved Employee, your estimated Individual PAGA Settlement Payment along with the number of pay periods the settlement payment is based on is identified on page 1 of this Notice.

ATX's records regarding the number of worked workweeks and pay periods for Class Members and Aggrieved Employees are presumed to be correct. You will however have the opportunity, should you disagree with ATX's records regarding the number of workweeks and PAGA pay periods you worked reflected in this Notice, to provide documentation to show contrary employment dates. To do so, you must submit dispute to the Settlement Administrator (contact information listed in Section 7 below) and provide all applicable documentary evidence to support your dispute prior to the Response Deadline of [REDACTED]. Note that you cannot submit a dispute regarding the number of workweeks reflected in this Notice for the Class Settlement if you exercise the right to opt out of the Class/Class Settlement. **Subject to court approval, you do not need to take any further action to receive money from this Settlement. Settlement checks will be automatically sent to you if and when the Court grants final approval to the Settlement. If you have an address change, please notify the Settlement Administrator who is listed in Section 7 below.**

4. What Are My Rights? How Will My Rights Be Affected?

Participating in the Settlement

Class Settlement - Under the Class Settlement, you will **automatically** be sent an Individual Class Settlement Payment if the settlement becomes final unless you opt out of the Class Settlement by following the opt-out procedure set forth below. If approved by the Court, the Class Settlement and the Released Class Claims (see below) will be binding on all Class Members who do not timely opt out of the Class Settlement. If you are a current employee of ATX, your decision about whether or not to participate in this Settlement will not affect your employment with ATX.

PAGA Settlement - Under the PAGA Settlement, you will **automatically** be sent an Individual PAGA Settlement Payment if the settlement becomes final if you are an Aggrieved Employee. There are no opt-out or objection rights under the PAGA Settlement. Therefore, the PAGA Settlement and the Released PAGA Claims will be binding on all Aggrieved Employees.

Opting Out of the Class Settlement

If you wish to opt-out of (i.e. be excluded from) the Class Settlement, you must mail, e-mail, or fax a written Request for Exclusion statement to the Settlement Administrator, at the address below, requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must be in writing, signed by you, and should contain your full name, address, telephone number, and the last four digits of your social security number or employee ID number. Your Request for Exclusion also should clearly indicate in writing that you desire to opt-out of (i.e. be excluded from) the Class Settlement. To be considered effective, the Request for Exclusion must be submitted by the Response Deadline of [REDACTED] and received by the Settlement Administrator. A Request for Exclusion may be mailed, faxed, or e-mailed to the Settlement Administrator by the Response Deadline of [REDACTED]. In the case of a Request for Exclusion that is mailed to the Settlement Administrator, the postmark

date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Late requests for exclusion (opt-out requests) will not be considered.

If you submit a timely and valid written Request for Exclusion from the Class Settlement, you will no longer be a Class Member, and you will not be eligible to receive money (i.e. Individual Class Settlement Payment) under the Class Settlement or object to the terms of the Settlement, and you will not be bound by the terms of the Class Settlement.

Aggrieved Employees cannot opt-out or exclude themselves from the PAGA Settlement (including the released PAGA claims detailed below). Therefore, Aggrieved Employees will be issued an Individual PAGA Settlement Payment even if they opt-out from the Class/Class Settlement.

Objecting to the Class Settlement

Persons opting-out of the Class Settlement may not object to the Class Settlement. If you have not opted-out of the Class Settlement (i.e. a Participating Class Member) and you wish to object to the Class Settlement, you may either postmark a valid Notice of Objection to the Settlement Administrator (contact information in Section 7), Defendants' Counsel and Settlement Class Counsel (contact information in Section 5) on or before the Response Deadline of [redacted], or appear in person at the Final Approval Hearing and let the Court know why you do not agree with and object to the Class Settlement. The Final Approval Hearing is set for [date] at [time] in Department 20 of the Ventura County Superior Court, located at The Hall of Justice, 800 S. Victoria Avenue, Ventura, CA, 93009. The Final Approval Hearing may be continued to another date without further notice. A Notice of Objection must include sufficient information for the Settlement Administrator to ascertain your identity and that you are objecting to the Class Settlement. The Objection should include (a) the objector's full name, address, telephone number, last four digits of the employee's social security number or employee ID number and (b) a signed written statement of all grounds for the objection to the Class Settlement accompanied by legal support, if any, for such objection. The Notice of Objection is only applicable to Class Settlement; the PAGA Settlement may not be objected to.

Participating Class Members who fail to object to the Class Settlement either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement.

If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Class Settlement. If you object to the Class Settlement, you may still be sent your Individual Class Settlement Payment if the Court approves the settlement despite objections.

WHAT AM I RELEASING UNDER THE SETTLEMENT?

If and when the Court grants final approval of the Settlement, upon the Effective Date and upon Defendant fully funding the settlement, all Class Members and/or Aggrieved Employees will release the following claims:

Released Class Claims - All Class Members who do not opt out of the Settlement (i.e. Participating Class Members) will release and discharge Defendants Ausin Texas Learning Group, LLC, ATX Learning, LLC ("ATX Learning"), and Syed Khalil and the Released Parties for the Class Period of September 13, 2019 through and including April 15, 2024 from all claims pled in the Action, including in the Complaint, in the First Amended Complaint and Second Amended Complaint and in the PAGA letters Plaintiff submitted to the Labor and Workforce Development Agency, and any claims that reasonably could have been pled based on facts alleged in the Action and PAGA letters, including all claims for failure to pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime and double time, and contractual salary); meal period violations (including unpaid meal period premiums), rest break violations (including unpaid rest period premiums), failure

to pay overtime, premium and other wages at the regular rate of pay, failure to timely pay final wages, failure to timely provide accurate wage statements, failure to pay vacation and/or PTO wages, failure to reimburse business expenses, failure to provide wage theft notices, failure to provide sick leave (including claims under Labor Code section 248.5), failure to timely pay wages during employment, unlawful noncompete agreements, unlawful damage limitation agreements, failure to keep and provide requisite time, payroll, and personnel records in violation of the California Labor Code sections 226, 432, 1174, and 1198.5 and the Industrial Welfare Wage Order, violation of California Labor Code section 432.5, violation of California Labor Code section 925, unlawful business practices relating to alleged unlawful non-compete or damage limitation agreements under the California Labor Code and/or the California Business and Professions Code section 17200, any other violation under Cal. Bus. & Prof. Code section 17200 *et seq.* that reasonably could have been pled in the Action based on facts alleged in the Action and PAGA letters, and all claims for restitution or equitable relief, civil penalties, statutory penalties of any nature whatsoever, attorneys' fees and costs for those claims released herein ("Released Class Claims"). Released Class Claims do not include any other claims, including claims for civil penalties under the Private Attorneys General Act of 2004, Cal. Labor Code § 2699 *et seq.* (the PAGA) ("PAGA Penalties"), vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Released PAGA Claims - All Aggrieved Employees will discharge Defendants Ausin Texas Learning Group, LLC, ATX Learning, LLC ("ATX Learning"), and Syed Khalil and the Released Parties for the PAGA Period September 12, 2022 through and including April 15, 2024 from all claims for civil penalties under the Private Attorneys General Act of 2004, Cal. Labor Code § 2699 *et seq.* (the PAGA) ("PAGA Penalties") to include all claims pled in the PAGA letters Plaintiff submitted to the Labor and Workforce Development Agency, including, all claims for failure to pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime and double time, and contractual salary), meal period violations (including unpaid meal period premiums), rest break violations (including unpaid rest period premiums), failure to pay overtime, premium and other wages at the regular rate of pay, failure to timely pay final wages, failure to timely provide accurate wage statements, failure to pay vacation and/or PTO wages, failure to reimburse business expenses, failure to provide wage theft notices, failure to provide sick leave (including claims under Labor Code section 248.5), failure to timely pay wages during employment, unlawful noncompete agreements, unlawful damage limitation agreements, failure to keep and provide requisite time, payroll, and personnel records in violation of the California Labor Code sections 226, 432, 1174, and 1198.5 and the Industrial Welfare Wage Order, violation of California Labor Code section 432.5, and violation of California Labor Code section 925 ("Released PAGA Claims"). Released PAGA Claims do not include a release of claims other than for PAGA Penalties.

The "**Released Parties**" means and refers to Syed Khalil, Ausin Texas Learning Group, LLC, ATX Learning, LLC and all of its parent companies, subsidiaries, joint employers, past and present officer, directors, employees, attorneys, agents, trustees, shareholders. Released Parties shall include any of Defendants' clients whom any Class Member or Aggrieved Employee was assigned to or performed work for.

Uncashed Settlement Checks

Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance shall be voided and distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 *et seq.* for the benefits of those Class Members and/or Aggrieved Employees who did not cash their checks until they claim their property.

5. Who Are the Attorneys Representing the Parties?

Settlement Class Counsel, appointed and approved by the Court for settlement-purposes only, will represent you. However, you may choose to be represented by your own counsel at your own cost. If you have any questions about the Settlement and Notice, you may contact

Settlement Class Counsel/Plaintiff's Counsel are:

Diane Richard, Esq.
RICHARD LAW PC
5060 N Harbor Drive, Suite 265
San Diego, California 92106
Telephone (619) 880-5534
Email: diane@richardlawpc.com

Attorneys for Defendants (Defendants' Counsel) are:

Ryan C. Bykerk, Esq.
Joseph M. Dietrich, Esq.
Greenberg Traurig, LLP
18565 Jamboree Road, Suite 500
Irvine, California, 92612
Telephone (949) 732-6500

6. How Will the Attorneys for the Class and Costs Be Paid?

Settlement Class Counsel is seeking an award from the Court for attorneys' fees of up to \$152,000.00 and documented litigation costs which are expected to not exceed \$11,500.00. Settlement Class Counsel has not been paid, to date, for any fees or costs, and these amounts will pay Settlement Class Counsel for fees and costs to bring and settle the claims on your behalf. Plaintiff is seeking a service enhancement payment from the Court of up to \$10,000 in consideration of the time, effort and service she has provided, and also in consideration of the release/waiver of claims that Plaintiff individually will be entering into should the Settlement receive final approval. The actual amounts awarded will be determined by the Court.

7. How Do I Get More Information, Change My Address and/or Contact the Administrator?

If you need more information, need to change your address or have any questions, you may contact the Settlement Administrator at the contact information listed below.

Marie Savery v. ATX Learning, LLC et al.
c/o ILYM Group, Inc.
[ADDRESS]
[PHONE]
[FAX]
[EMAIL ADDRESS]

You may also contact Settlement Class Counsel who is identified in Section 5 above if you have questions or need information about the settlement.

**PLEASE DO NOT CONTACT THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT.**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF VENTURA – HALL OF JUSTICE**
10

11 MARIE SAVERY, Individually and on Behalf
12 of Other Members of the Public and those
13 Similarly Situated,

14 Plaintiff,

15 v.

16 ATX LEARNING, LLC.,
17 AUSTIN TEXAS LEARNING GROUP, LLC.,
18 SYED KHALIL, an individual, and
19 DOES 1-10, Inclusive,

20 Defendants.
21
22
23

CASE NO: 2023CUOE013956

*Assigned for all purposes to Hon. Matthew P.
Guasco*

CLASS ACTION/PAGA ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND APPROVAL OF
PAGA SETTLEMENT**

Hearing:

Date: June 21, 2024

Time: 8:30 a.m.

Location: Dept.: 20

Action Filed: September 13, 2023

FAC Filed: November 21, 2023

24 On June 21, 2024, this Court conducted a hearing on Plaintiff's Motion for Preliminary Approval
25 of Class Action Settlement and Approval of PAGA Settlement ("Motion").

26 Having considered the Class Action and PAGA Settlement Agreement and Release ("Settlement"
27 or "Settlement Agreement") and all of the legal authorities, arguments, and documents submitted in
28 support thereof and GOOD CAUSE appearing, IT IS HEREBY ORDERED that the Motion is

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND
APPROVAL OF PAGA SETTLEMENT

1 GRANTED, subject to the following findings and orders:

2 1. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Diane E. Richard
3 in Support of Plaintiff's Motion. This Order incorporates by reference the definitions in the Settlement
4 Agreement. All terms defined therein shall have the same meaning in this Order as set forth in the
5 Settlement Agreement.

6 2. The Class is defined as "all current and former employees of Ausin Texas Learning Group,
7 LLC (also known as ATX Learning, LLC or ATX Learning) ("ATX") who worked in California for ATX
8 at any time during the Class Settlement Period." The Class Settlement Period is the time period of
9 September 13, 2019 through and including April 15, 2024.

10 3. The Class is conditionally certified for settlement purposes only.

11 4. The Class Settlement is preliminarily approved as it appears to be fair, adequate,
12 reasonable, and proper, be the product of arm's-length and informed negotiations, treat all members of the
13 Class fairly, and be in the best interest of absent Class Members. The Settlement is presumptively valid,
14 subject only to any objections that may be raised at the final approval hearing.

15 5. Named plaintiff Marie Savery is a suitable class representative and is appointed Class
16 Representative for the Class.

17 6. Diane E. Richard of Richard Law, P.C. ("Richard Law") has demonstrated to the Court's
18 satisfaction that counsel is experienced in class action litigation and will adequately represent the interests
19 of all Class Members. Accordingly, the Court appoints Diane E. Richard of Richard Law as Settlement
20 Class Counsel.

21 7. Aggrieved Employees for purposes of the PAGA Settlement only are defined as: "all
22 current and former employees of Ausin Texas Learning Group, LLC (also known as ATX Learning, LLC
23 or ATX Learning) ("ATX") who worked in California for ATX at any time during the PAGA Settlement
24 Period." The PAGA Settlement Period is the time period from and including September 12, 2022 through
25 and including April 15, 2024.

26 8. The PAGA Settlement is approved as are the PAGA Penalties to be paid, per the Settlement
27 Agreement, to Aggrieved Employees and to the California Labor & Workforce Development Agency.

28 9. The Court approves ILYM Group, Inc. as the Settlement Administrator.

1 10. The Court approves, as to form and content, the proposed Notice of Class and PAGA
2 Action Settlement (“Notice Packet”).

3 11. The Court approves:

4 (a) the procedure set forth in Section 4 of the Notice Packet as the
5 procedure for any Class Member to request for exclusion from the Class Settlement; and

6 (b) the procedure set forth in Section 4 of the Class Notice as the
7 procedure for any Class Member to make an objection to the Class Settlement.

8 12. The Court approves and directs the Settlement Administrator, after performing an address
9 search, to mail, by First-Class U.S. mail, the Notice Packet and to re-send any returned Notice Packet in
10 accordance with the schedule set forth below. The Court finds that the method selected for communicating
11 the Settlement to Class Members is the best notice practicable under the circumstances, constitutes due
12 and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

13 13. Based on a Preliminary Approval date of June 21, 2024, the Final Approval Hearing is
14 scheduled for October 29, 2024 at 8:30 a.m., in Department 20, at the Ventura County Superior Court,
15 located at The Hall of Justice, 800 S. Victoria Avenue, Ventura, CA, 93009. At the Final Approval hearing,
16 the Court will determine whether the Settlement should be finally approved as fair, reasonable and
17 adequate as to the Participating Class Members.

18 14. After entry of Judgment, the Court retains jurisdiction over the Parties, the Settlement
19 Action, and the Settlement solely for purposes of addressing: (i) the interpretation and enforcement of the
20 terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as
21 may be appropriate under court rules or as set forth in the Settlement Agreement.

22 15. In connection with settlement approval, and for settlement purposes, the Court grants
23 Plaintiff leave to file the Second Amended Complaint attached as Exhibit 3 to the Declaration of Diane E.
24 Richard filed in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and
25 Approval of PAGA Settlement. The Second Amended Complaint will be deemed to be filed on June 21,
26 2024.

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28 ///

16. The following schedule of dates shall govern for the purposes of this Settlement:

<u>Event</u>	<u>Timing</u>
Defendants' Delivery of the Class List to the Settlement Administrator as set forth in the Settlement Agreement	Within 21 calendar days of Preliminary Approval
Settlement Administrator to mail Notice Packet to Class Members	Within 14 calendar days of receiving the Class List from Defendants
Settlement Administrator to provide Settlement Class Counsel and Defendants' Counsel weekly written reports	Weekly after the Notice Packet mailing
Settlement Administrator re-mailing of any Notice Packet returned as non-deliverable on or before the Response Deadline	Promptly upon the Settlement Administrator's receipt on or before the Response Deadline of the non-deliverable Notice Packet
Last day to submit request for exclusion from the Class Settlement or objection to the Class Settlement, and/or challenges to the pay periods/workweeks	Within 45 calendar days from the initial mailing of the Notice Packet by the Settlement Administrator unless the 45th calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. For Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (i) an additional 15 calendar days or (ii) until the Response Deadline, whichever is later, to submit a request for exclusion or an objection to the Class Settlement, and/or disputes to the number of workweeks and/or pay periods identified for them.
Administrator declaration attesting to settlement administration process	Upon the closure of the Response Deadline
Settlement submitted to Court for Final Approval (including requests for approval of attorney's fee awards and expense reimbursements, costs of administration, and class representative service enhancement payment)	Not later than 16 court days before the reserved Final Approval Hearing

<u>Event</u>	<u>Timing</u>
Opposition to Final Approval, if any, to be Submitted	Not later than 9 court days before Final Approval Hearing
Reply to any Opposition and/or Response to any Objections	Not later than 5 court days before Final Approval Hearing
Final Approval Hearing	[Proposed] Hearing Date: October 29, 2024
Funding of Gross Settlement Amount and Defendants' share of payroll taxes	Within 7 calendar days of the Effective Date but shall not occur at any time before December 15, 2024
Distribution and mailing of Gross Settlement Amount	Within 14 calendar days of the Funding Date
Administrator to re-send Class Member settlement check returned to Administrator as undeliverable after performing a Class Member Address Search	Within 10 days Calendar Days of receiving a returned check
Check void date for non-cashed/negotiated checks	Class Members/Aggrieved Employees have 180 days from the check mailing date to negotiate/cash the mailed check. Settlement Administrator will cancel all Class Member/Aggrieved Employee checks not cashed by the 180-day void date and thereafter will send funds to the State of California's Unclaimed Property Fund

IT IS SO ORDERED.

DATED: _____

THE HONORABLE MATTHEW P. GUASCO
JUDGE OF THE SUPERIOR COURT