

VENTURA SUPERIOR COURT

FILED

10/31/2024

Brenda L. McCormick
Executive Officer and Clerk


Elizabeth Muller

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

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

Plaintiff,

v.

ATX LEARNING, LLC.,
AUSTIN TEXAS LEARNING GROUP, LLC.,
and DOES 1-10, Inclusive,

Defendants.

CASE NO: 2023CUOE013956

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

CLASS ACTION/PAGA ACTION

**~~[PROPOSED]~~ ORDER OF FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
APPROVAL OF PAGA ACTION
SETTLEMENT AND FINAL JUDGMENT**

Hearing:

Date: October 29, 2024

Time: 8:20 a.m.

Location: Dept.: 20

Action Filed: September 13, 2023

SAC Filed: June 21, 2024

~~[PROPOSED]~~ ORDER OF FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT AND FINAL JUDGMENT

1 This matter came regularly for hearing before this Court on October 29, 2024 pursuant to
2 California Rules of Court ("CRC") 3.769 and this Court's June 27, 2024 Order Granting Preliminary
3 Approval of Class Action Settlement and Approval of PAGA Settlement ("Preliminary Approval Order").
4 Having considered the Class and PAGA Action Settlement Agreement and Release ("Settlement" or
5 "Settlement Agreement")¹ and all of the legal authorities, arguments, evidence and documents submitted
6 in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the
7 risks of further prosecution and the substantial benefits to be received by the Class pursuant to the
8 Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
9 adequate, and is the product of good faith, arm's-length negotiations between the parties. GOOD
10 CAUSE appearing, the Court GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement,
11 Approval of PAGA Settlement, and Approval of Class Representative Service Enhancement Payment,
12 Settlement Administration Expenses, and Attorneys' Fees and Costs and ORDERS as follows:

13 1. For Settlement purposes only, the conditional class certification contained in the
14 Preliminary Approval Order is made final and the Settlement Class is defined and consists of:

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

18 2. Named plaintiff Marie Savery is confirmed as Class Representative, and Diane E. Richard
19 of Richard Law, P.C. ("Richard Law") is confirmed as Settlement Class Counsel.

20 3. The Court approved and appointed ILYM Group, Inc. ("ILYM") as the Administrator
21 through the Preliminary Approval Order. Through the Administrator, notice was provided to the Class in
22 the form and manner set forth in the Settlement and approved by the Court. The notice process has been
23 completed in conformity with the Court's Preliminary Approval Order. The Court finds said notice was
24 the best notice practicable under the circumstances. The Notice Packet provided due and adequate notice
25 of the proceedings, settlement and matters set forth therein, informed Class Members of their rights, and
26 fully satisfied the requirements of California Rules of Court, 3.769, California Code of Civil Procedure

27
28 ¹ All capitalized terms not otherwise defined in this Order and Final Judgment shall have the same
definitions as set forth in the Class and PAGA Action Settlement Agreement and Release which is
incorporated by reference.

1 §382 and applicable law.

2 4. The Court finds that no Class Member objected to the Class Settlement. The Court further
3 finds that only one (1) Class Member has opted out of the Class Settlement. The Court concludes that the
4 99.70% participation rate of Settlement Class Members in the Class Settlement supports final approval.

5 5. For Settlement purposes only, the Court finds: (a) the Settlement Class Members are
6 ascertainable and so numerous that joinder of all members individually is impracticable; (b) common to
7 the Settlement Class are questions of law or fact, and there is a well-defined community of interest
8 amongst Settlement Class Members with respect to the subject of the action; (c) the claims of the Class
9 Representative is typical of the claims of Settlement Class Members and the Class Representative has
10 fairly and adequately protects the interests of the Settlement Class Members; (d) a class action is superior
11 to other available methods for this action; and (e) Settlement Class Counsel is qualified to serve as counsel
12 for the Settlement Class.

13 6. The Court finds that the Settlement provides injunctive relief. The obtained injunctive relief
14 requires Defendants to make changes to its wage and hour practices and employment agreements.

15 7. The Court approves the Settlement of the Action as set forth in the Settlement Agreement
16 attached hereto as Exhibit 1 and finds that it is fair, reasonable and adequate, including the benefits
17 achieved in the Settlement that includes the injunctive relief.

18 8. The Court concludes that the Settlement should be, and is, fully and finally approved and
19 shall be carried out and effectuated according to its terms and this Order of Final Approval and Judgment,
20 and therefore orders the parties to effectuate the Settlement Agreement according to its terms and this
21 Order of Final Approval and Judgment.

22 9. Given the absence of objections to the Class Settlement and that objections are a
23 prerequisite to appeal, the Court finds that this Order of Final Approval and Judgment is considered final
24 as of the date of notice of entry of this Order of Final Approval and Judgment.

25 10. The Court orders Defendants to fully fund and deposit, with ILYM: (i) the Gross Settlement
26 Amount ("GSA") of \$380,000.00; and (ii) the amount necessary to fully pay all employer payroll taxes
27 required by law on the wage component of each Settlement Class Members' Individual Class Settlement
28 Payment; this funding shall occur not later than seven (7) calendar days of the Effective Date but in no

1 event shall it occur at any time before December 15, 2024 (the "Funding Date").

2 11. The Court confirms the approval of the PAGA Settlement and of the PAGA Penalties to
3 be paid from the GSA under the Settlement in the amount of \$5,000.00, allocated 25% (\$1,250.00) to the
4 Aggrieved Employees (in the form of Individual PAGA Settlement Payments) and 75% (\$3,750.00) to
5 the California Labor & Workforce Development Agency ("LWDA") (for the LWDA Payment), and
6 orders the Administrator to distribute these amounts to Aggrieved Employees and the LWDA in
7 conformity with the Settlement. For Settlement purposes only, Aggrieved Employees are defined and
8 consists of:

9 "All current and former employees of Ausin Texas Learning Group, LLC
10 (also known as ATX Learning, LLC or ATX Learning) ("ATX") who
11 worked for ATX in California at any time during the PAGA Settlement
Period." The PAGA Settlement Period is the time period of September 12,
2022 through and including April 15, 2024.

12 12. The Court finds that Individual Class Settlement Payments and Individual PAGA
13 Settlement Payments (collectively, "Individual Settlement Payments") to be paid from the GSA, as
14 provided for in the Settlement, are fair, reasonable, and adequate. The Court approves said amounts and
15 orders the Administrator to distribute the Individual Class Settlement Payments in conformity with the
16 terms of the Settlement. Funds represented by Individual Settlement Payment checks returned as
17 undeliverable and Individual Settlement Payment checks remaining un-cashed for more than 180 calendar
18 days after issuance shall be voided and the funds represented by such checks shall be submitted by the
19 Administrator to the State of California's Unclaimed Property Fund in the name of the Settlement Class
20 Member and/or Aggrieved Employee.

21 13. The Court approves of and orders that the Administrator shall be paid \$6,950.00 from
22 the GSA for work done and to be done until the completion of this matter, and finds that amount appropriate.
23 The Court directs the Administrator to distribute this amount in conformity with the Settlement

24 14. The Court finds that the Class Representative Service Enhancement Payment in the amount
25 of \$10,000.00 is appropriate for the risks undertaken by Plaintiff, the services Plaintiff performed to the
26 Settlement Class, and Plaintiff's release of claims. The Court finds that that the Class Representative
27 Service Enhancement Payment is fair, reasonable and adequate and orders the Administrator to make this
28 payment in conformity with the terms of the Settlement.

1 15. The Court finds that attorneys' fees in the amount of \$152,000.00, and litigation costs of
2 \$10,613.10 for Settlement Class Counsel are appropriate and are fair, reasonable, and adequate, and
3 orders that the Administrator distribute these payments to Settlement Class Counsel in conformity with
4 the terms of the Settlement.

5 16. The Settlement is not an admission by Defendants, nor is this Order of Final Approval and
6 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this
7 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
8 Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part
9 of Defendants or an admission by Plaintiff that Defendants' defenses in the Action have merit.

10 17. The Court finds and determines that, upon the Effective Date or full funding of the GSA
11 and the employer-side payroll taxes required by law on the wage component of each Settlement Class
12 Member's Individual Class Settlement Payment, whichever is later, all Settlement Class Members will
13 be bound by the Class Settlement, will have released the Released Class Claims as set forth in the
14 Settlement, and will be permanently barred from prosecuting against Defendants and Released Parties
15 any of the Released Class Claims pursuant to the Settlement.

16 18. In exchange for the consideration recited in the Settlement Agreement, and upon
17 Defendants' full funding of the GSA and the employer-side payroll taxes required by law on the wage
18 component of each Settlement Class Member's Individual Class Settlement Payment,

19 (i) Plaintiff on her behalf and on behalf of Plaintiff Released Parties shall, through the "General
20 Release – Class Representative," fully and forever release and discharge all waivable known and
21 unknown claims against all of Defendants' Released Parties, or any of them; and

22 (ii) Defendants, together and individually, on their behalf and on behalf of Defendants' Released
23 Parties, shall, through the "General Release – Class Representative," fully and forever release and
24 discharge all waivable known and unknown claims against all of Plaintiff Released Parties, or any
25 of them.

26 For avoidance of doubt, the "General Release - Class Representative," does not apply to any Class Member
27 or Aggrieved Employee.

1 For avoidance of doubt, the ‘General Release – Class Representative’ is a mutual release of all
2 waivable known and unknown claims. However, if the Conejo Valley Unified School District, or parents,
3 teachers, or students of same at the schools that Plaintiff served (Banyan, Madrona, Acacia, and Maple
4 elementary schools, Colina Middle School, and Be Me Pre-School) later assert a claim or dispute against
5 Defendants or Plaintiff allegedly arising out of Plaintiff’s conduct in performing services to Defendants
6 or Conejo Valley Unified School District during the time period of October 4, 2022 to June 15, 2023,
7 Defendants and Plaintiff each shall, at its option, be permitted to void the “General Release – Class
8 Representative” as to the subject of the asserted claim and as necessary to defend themselves from such
9 claim or dispute, including as to one another. If either Party exercises the option to void its “General
10 Release – Class Representative” in the limited manner described in the preceding sentence, the exercising
11 Party shall provide notice to the other Party pursuant to the notice procedures contained herein. Upon the
12 delivery of such notice, the exercising Party’s “General Release – Class Representative” of the other Party
13 shall be null and void to the extent contemplated in this provision. This “General Release – Class
14 Representative” in no way affects the releases granted by Settlement Class Members and Aggrieved
15 Employees in the Settlement. The “General Release – Class Representative” is in addition to the Released
16 Class Claims and Released PAGA Claims that may be released by Plaintiff through any participation by
17 her in the Class Settlement and PAGA Settlement and the resulting Released Class Claims and Released
18 PAGA Claims respectively. Valid and sufficient consideration is provided for the “General Release –
19 Class Representative” including the agreements made herein. To the extent the foregoing “General
20 Release – Class Representative” is a release to which Section 1542 of the California Civil Code or similar
21 provisions of other applicable law may apply, Plaintiff and Defendants each expressly waive any and all
22 rights and benefits conferred upon each of them by the provisions of Section 1542 of the California Civil
23 Code or similar provisions of applicable law which are as follows: A GENERAL RELEASE DOES NOT
24 EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
25 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
26 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
27 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

1 For purposes of "General Release - Class Representative," (i) Defendants' Released Parties shall
2 mean: shall mean Syed Khalil, Ausin Texas Learning Group, LLC, ATX Learning, LLC and all of its
3 parent companies, subsidiaries, joint employers, past and present officer, directors, employees, attorneys,
4 agents, trustees, shareholders. Defendants' Released Parties shall include any of Defendants' clients whom
5 any Plaintiff was assigned to or performed work for, and (ii) Plaintiff's Released Parties shall mean
6 Plaintiff and her heirs, executors, administrators, agents, and attorneys.

7 19. The Court finds and determines that, upon the Effective Date or full funding of the GSA
8 and the employer-side payroll taxes required by law on the wage component of each Settlement Class
9 Member's Individual Class Settlement Payment, whichever is later, all Settlement Class Members will
10 be bound by the Class Settlement, will have released the Released Class Claims as set forth in the
11 Settlement, and will be permanently barred from prosecuting against Defendants and Released Parties
12 any of the Released Class Claims pursuant to the Settlement. More specifically, in exchange for the
13 consideration recited in the Settlement Agreement and upon Defendants' full funding of the Gross
14 Settlement Amount and the employer-side payroll taxes required by law on the wage component of each
15 Settlement Class Member's Individual Class Settlement Payment, and except as to such rights or claims
16 as may be created by the Settlement Agreement, and/or this Order of Final Approval and Judgment, each
17 Settlement Class Member, together and individually, on their behalf and on behalf of their respective heirs,
18 executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the
19 Released Parties, or any of them, from each of the Released Class Claims during the Class Period.

20 "Class Period" shall mean the time period from and including September 13, 2019 through and
21 including April 15, 2024. "Released Parties" shall mean: Syed Khalil, Ausin Texas Learning Group, LLC,
22 ATX Learning, LLC and all of its parent companies, subsidiaries, joint employers, past and present officer,
23 directors, employees, attorneys, agents, trustees, shareholders. Released Parties shall include any of
24 Defendants' clients whom any Settlement Class Member was assigned to or performed work for.
25 "Released Class Claims" shall mean the claims during the Class Period to be released by Settlement Class
26 Members, against Released Parties, and are all claims pled in the Action, including in the Second
27 Amended Complaint and in the PAGA letters Plaintiff submitted to the Labor and Workforce
28 Development Agency, and any claims that reasonably could have been pled based on facts alleged in the

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

22 20. The Court finds and determines that, upon the Effective Date or full funding of the GSA,
23 whichever is later, all Aggrieved Employees will be bound by the PAGA Settlement, will have released
24 the Released PAGA Claims as set forth in the Settlement, and will be permanently barred from
25 prosecuting against Defendants and Released Parties any of the Released PAGA Claims pursuant to the
26 Settlement. More specifically, in exchange for the consideration recited in the Settlement Agreement and
27 upon Defendants' full funding of the Gross Settlement Amount, and except as to such rights or claims as
28 may be created by Settlement Agreement, and/or this Order of Final Approval and Judgment, each

1 Aggrieved Employee, together and individually, on their behalf and on behalf of their respective heirs,
2 executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the
3 Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

4 "PAGA Period" means the time period from and including September 12, 2022 through and
5 including April 15, 2024. "Released Parties" shall mean: Syed Khalil, Ausin Texas Learning Group, LLC,
6 ATX Learning, LLC and all of its parent companies, subsidiaries, joint employers, past and present officer,
7 directors, employees, attorneys, agents, trustees, shareholders. Released Parties shall include any of
8 Defendants' clients whom any Aggrieved Employee was assigned to or performed work for. "Released
9 PAGA Claims" means the claims during the PAGA Period to be released by the Aggrieved Employees
10 against Released Parties, and are all claims for civil penalties under the Private Attorneys General Act of
11 2004, Cal. Labor Code § 2699 et seq ("PAGA Penalties") to include all claims pled in the PAGA letters
12 Plaintiff submitted to the Labor and Workforce Development Agency, including, all claims for failure to
13 pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime and double
14 time, and contractual salary), meal period violations (including unpaid meal period premiums), rest break
15 violations (including unpaid rest period premiums), failure to pay overtime, premium and other wages at
16 the regular rate of pay, failure to timely pay final wages, failure to timely provide accurate wage
17 statements, failure to pay vacation and/or PTO wages, failure to reimburse business expenses, failure to
18 provide wage theft notices, failure to provide sick leave (including claims under Labor Code section
19 248.5), failure to timely pay wages during employment, unlawful noncompete agreements, unlawful
20 damage limitation agreements, failure to keep and provide requisite time, payroll, and personnel records
21 in violation of the California Labor Code sections 226, 432, 1174, and 1198.5 and the Industrial Welfare
22 Wage Order, violation of California Labor Code section 432.5, and violation of California Labor Code
23 section 925. Released PAGA Claims do not include a release of claims other than for PAGA Penalties.

24 21. Persons who are both a Settlement Class Member and an Aggrieved Employee will be
25 deemed to have released the Released Parties from Released PAGA Claims during the PAGA Period of
26 September 12, 2022 through and including April 15, 2024, and the Released Parties from the Released
27 Class Claims during the Class Period of September 13, 2019 through and including April 15, 2024.

1 22. Settlement Class Counsel shall submit a copy of this signed Order of Final Approval
2 and Judgment to the LWDA within ten (10) calendar days after entry of the Order of Final Approval
3 and Judgment.

4 23. Judgment shall be entered against Ausin Texas Learning Group, LLC (also known as
5 ATX Learning, LLC).

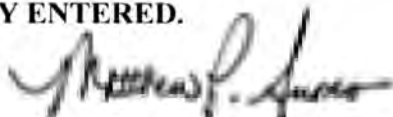
6 24. This document shall constitute a final judgment pursuant to California Rule of Court,
7 3.769(h) which provides,

8 “If the court approves the settlement agreement after the final approval
9 hearing, the court must make and enter judgment. The judgment must
10 include a provision for the retention of the court's jurisdiction over the
parties to enforce the terms of the judgment. The court may not enter an
order dismissing the action at the same time as, or after, entry of judgment.”

11 Pursuant to Section 664.6 of the California Code of Civil Procedure and California Rule of Court, 3.769(h),
12 the Court will retain jurisdiction over the parties, the Action, and the Settlement solely for purposes of
13 addressing (i) the interpretation and enforcement of the terms of the Settlement and the Order of Final
14 Approval and Judgment; (ii) Settlement administration matters; and (iii) such post-Judgment matters as
15 may be appropriate under court rules or as set forth in the Settlement Agreement.

16 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

17 10/29/2024
18 DATED: _____

19 
20 _____
21 THE HONORABLE MATTHEW P. GUASCO
22 JUDGE OF THE SUPERIOR COURT
23
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28

**EXHIBIT 1 TO ORDER/JUDGMENT
- SETTLEMENT AGREEMENT -**

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



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 Richards

By: Richard Law
As Attorney for Plaintiff

Dated: _____ May 28, 2024

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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

CA69577D0FEA4C7

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:

Syed Khalil

CA69577D0FEA4C7...

By: Syed Khalil

Dated: 05/29/2024, 2024

Approved as to form:

GREENBERG TRAURIG, LLP

[Signature]

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