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Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

RHINA BLANCO, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;
CARLOS GONZALEZ, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

AUTISM LEARNING PARTNERS, an
unknown business entity; AUTISM
LEARNING PARTNERS, LLC, a Delaware
limited liability company; PACIFIC CHILD
& FAMILY ASSOCIATES, LLC, an
unknown business entity; PROOF POSITIVE
ABA THERAPIES, LLC, a California
limited liability company; CHILDREN'S
LEARNING CONNECTION, INC., a
California corporation; A IS FOR APPLE,
INC., a California corporation; and DOES 2
through 100, inclusive,

Defendants.

Case No. 24STCV01979

Honorable Timothy P. Dilon
Department 15

CLASS ACTION

**DECLARATION OF NICK CASTRO OF
ILYM GROUP, INC., IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 7, 2026
Time: 10:00 a.m.
Department: 15

Complaint Filed: January 24, 2024
FAC Filed: February 24, 2025
Trial Date: None Set

1 I, Nick Castro, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Administrator for the above captioned *Blanco, et al. v. Autism*
6 *Learning Partners, et al.*, matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class, Collective and PAGA Representative Action Settlement*, (collectively referred to
18 as “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving Class
19 Members’ disputes over the number of workweeks Defendants have record of them working
20 during the Class Period, which was pre-printed on their individualized Class Notice; (d) calculating
21 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
22 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
23 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
24 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
25 agree to and/or the Court orders ILYM Group to perform.

26 4. On November 12, 2025, ILYM Group received the Court approved text for the
27 Class Notice Packet from Counsel for Plaintiffs. ILYM Group prepared a draft of the formatted
28

1 Class Notice Packet, which was approved by the Parties' Counsel and translated to Spanish prior
2 to mailing.

3 5. On November 26, 2025, ILYM Group received the class data file from Counsel for
4 Defendants, which contained the name, social security number, last known mailing address, last
5 known telephone number, last known email, class workweeks, and PAGA pay periods for each
6 Class Member ("Class Data"). The data file was uploaded to our database and checked for
7 duplicates and other possible discrepancies. The Class Data contained 14,517 individuals who
8 worked 572,318 work weeks.

9 6. As part of the preparation for mailing, all 14,517 names and addresses contained in
10 the Class Data were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
13 contains requested change of addresses filed with the USPS. To the extent that an updated address
14 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
15 Packet. To the extent that no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

17 7. On December 10, 2025, the Class Notice Packet was mailed, via U.S First Class
18 Mail, to all 14,517 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true
19 and correct copy of the mailed Class Notice Packet.

20 8. As of the date of this declaration, 1,215 Class Notice Packets have been returned to
21 our office as undeliverable. Of the 1,215 returned Class Notice Packets, none were returned with a
22 forwarding address. ILYM Group performed a computerized skip trace on the 1,215 returned Class
23 Notice Packets that did not have a forwarding address in an effort to obtain an updated address for
24 the purpose of re-mailing the Class Notice Packet. As a result of this skip trace, 968 updated
25 addresses were obtained and the Class Notice Packets were promptly re-mailed to those Class
26 Members, via U.S First Class Mail. The extended response deadline for the Class Members who
27 had their class notices re-mailed was February 9, 2026.

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1 9. As of the date of this declaration, a total of 968 Class Notice Packets have been re-
2 mailed. Specifically, 968 have been re-mailed as a result of ILYM Group's skip tracing efforts.

3 10. As of the date of this declaration, a total of 247 Class Notice Packets have been
4 deemed undeliverable. Specifically, 247 have been deemed undeliverable as no updated address
5 was found notwithstanding the skip tracing.

6 11. As of the date of this declaration, ILYM Group has not received any requests for
7 exclusion. The deadline to request exclusion from the Settlement was January 26, 2026.

8 12. As of the date of this declaration, ILYM Group has not received any objections to
9 the Settlement. The deadline to submit a written objection to the Settlement was January 26, 2026.

10 13. As of the date of this declaration, ILYM Group has received 1 dispute from
11 Settlement. The dispute was accepted by Defense Counsel and the class member's class
12 workweeks increased by 8 workweeks and 5 PAGA pay periods. The deadline to submit a dispute
13 to the Settlement was January 26, 2026.

14 14. As of the date of this declaration, ILYM Group will report a total of 14,517
15 Participating Class Members, representing 100% of the 14,517 Class Members. The total number
16 of Workweeks worked by the Participating Class Members during the class period is 572,326.

17 15. Participating Class Members will receive a proportional share of the Net Settlement
18 Amount through individual settlement payments, calculated by a pro-rata formula, based on the
19 number of workweeks worked by Class Members during the Class Period. The Net Settlement
20 Amount is the amount remaining after deduction of the Court-approved payments from the Gross
21 Settlement Amount for Class Counsel Fees Payment, Class Counsel Litigation Costs Payment,
22 Class Representative Service Payments, Administration Expenses Payment to ILYM Group, and
23 the PAGA Penalties allocation, e.g.,

24 Gross Settlement Amount	\$2,500,000.00
25 Class Counsel Fees Payment	\$833,333.33
26 Class Counsel Litigation Expenses Payment	\$19,623.96
27 Class Representative Service Payment – Blanco	\$7,500.00
27 Class Representative Service Payment - Gonzalez	\$7,500.00
28 ILYM Group Fees	\$49,950.00

LWDA PAGA Payment	\$562,500.00
PAGA Allocation to Aggrieved Employees	\$187,500.00
Net Settlement Amount	\$832,092.71

To determine a Participating Class Member's Individual Class Payment, the Net Settlement Amount will be divided by the total number of workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of workweeks worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$57.32, with the estimated highest gross payment being \$417.26, and the estimated lowest gross payment being \$2.91.

16. The Individual PAGA Payments to the Aggrieved Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the Aggrieved Employees will receive an estimated average payment of \$23.09, with the estimated highest payment being \$83.09.

17. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to date, as well as anticipated fees and costs for completion of the settlement administration, are \$49,950.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 5th day of March 2026, at Tustin, California.

Nick Castro
NICK CASTRO

EXHIBIT “A”

NOTICE OF CLASS, COLLECTIVE AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Rhina Blanco, et al. v. Autism Learning Partners, et al.

Superior Court of California for the County of Los Angeles, Case No. 24STCV01979

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Rhina Blanco ("Plaintiff Blanco"), Plaintiff Carlos Gonzalez ("Plaintiff Gonzalez") and Defendants Autism Learning Partners, Autism Learning Partners, LLC, Pacific Child & Family Associates, LLC, Proof Positive ABA Therapies, LLC, Children's Learning Connection, Inc., and A is for Apple, Inc. ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Rhina Blanco, et al. v. Autism Learning Partners, et al.*, Los Angeles County Superior Court, Case No. 24STCV01979 ("Action"), which may affect your legal rights. On November 4, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on April 7, 2026, at 10:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all California current and former hourly-paid or non-exempt employees who worked for Defendants during the Class Period.

"Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

"Class Period" means the period from January 24, 2020 through April 18, 2025.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"Aggrieved Employees" means all California non-exempt employees employed by Defendants during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from November 20, 2022 through January 24, 2025.

II. BACKGROUND OF THE ACTION

On November 20, 2023, Plaintiff Blanco provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of her intent to pursue civil penalties for alleged violations of the California Labor Code ("Blanco's LWDA Letter"). On January 24, 2024, Plaintiff Blanco filed a Class Action Complaint for Restitution in the Los Angeles County Superior Court, Case No. 24STCV01979. On February 9, 2024, Plaintiff Gonzalez provided written notice to the LWDA and Defendants of his intent to pursue civil penalties for alleged violations of the California Labor Code ("Gonzalez's LWDA Letter"). On November 22, 2024, Plaintiff Blanco and Plaintiff Gonzalez (collectively, "Plaintiffs") separately provided amended written notice to the LWDA and Defendants of their intent to pursue civil penalties for alleged violations of the California Labor Code ("Amended LWDA Letter"). On February 24, 2024, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint" or "Operative Complaint").

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, pay reporting time pay, pay vacation pay, pay sick pay at the legal pay rate, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class, Collective and PAGA Representative Action Settlement Agreement and Class Notice (“Agreement,” “Settlement,” or “Settlement Agreement”).

On November 4, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Rhina Blanco and Plaintiff Carlos Gonzalez as representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.

Joanna Ghosh, Esq.

Ryan Slinger, Esq.

Lawyers for Justice, PC

450 North Brand Boulevard, Suite 900

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Class Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Class Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section V below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendants is \$2,500,000.00 (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to 33.33% of the Gross Settlement Amount (i.e., \$833,333.33 if the Gross Settlement Amount remains \$2,500,000.00) (“Class Counsel Fees”) and reimbursement of litigation costs and expenses in an amount up to \$25,000.00 (“Class Counsel Litigation Costs”) to Class Counsel; (2) Class Representative Service Payment in an amount up to \$7,500.00 to each Plaintiff; (3) Administration Expenses in an amount up to \$60,000.00 to the Settlement Administrator; and (4) the amount of \$750,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$562,500.00) to the LWDA (“LWDA PAGA Payment”) and the remaining 25% (i.e., \$187,500.00) will be distributed to Aggrieved Employees (“Employee PAGA Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Class Payment”) based on the number of weeks during which a Class Member worked for Defendants, for at least one day, during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplied the result by each Participating Class Member’s Workweeks to arrive at each Class Members’ Individual Class Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Class Payment, net of applicable taxes.

Each Individual Class Payment will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% penalties and interest, which will be reported on an IRS Form 1099. Each Individual Class Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Class Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Class Payments (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee

PAGA Amount (“Individual PAGA Payment”), based on the number of Pay Periods during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator has divided the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplied the result by each Aggrieved Employee’s PAGA Pay Periods to arrive at each Aggrieved Employee’s Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Class Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

From January 24, 2020 through April 18, 2025 (i.e., Class Period), you are credited with <<Classww>> Workweeks.

From November 20, 2022 through January 24, 2025 (i.e., PAGA Period), you are credited with <<PAGAPP>> PAGA Pay Periods.

If you wish to challenge the Workweeks credited to you, you may do so by communicating with the Administrator via fax, email, or mail. If you wish to challenge the Workweeks credited to you, you must do so **no later than January 26, 2026**.

C. Your Estimated Individual Class Payment and Individual PAGA Payment

As explained above, your estimated Individual Class Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you. Under the terms of the Settlement:

Under the terms of the Settlement, your Individual Class Payment is estimated to be \$<<Est. IndividualClassPayment>>. The Individual Class Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Class Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$<< Est. IndividualClassPayment >> and will be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date, Plaintiffs and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiffs, the State of California, and Aggrieved Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims asserted in the Action, as amended, and/or arising from the facts alleged in the Action or the PAGA Notice, as amended, or that could have been raised in the Action or the PAGA Notice based on the facts alleged, to the extent permitted by law. The Released Class Claims do not include claims for PAGA penalties which were asserted in the PAGA Notice. The Released Class Claims include all claims as amended, including, but not limited to claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; pay split shift pay; payment for all hours worked, including off-the-

clock work; inaccurate wage statements; failure to keep accurate payroll records; failure to timely pay wages; failure to timely pay final wages; failure to pay sick pay; failure to provide expense reimbursement; failure to pay reporting time pay; failure to pay vested vacation time or PTO at termination; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 500-556, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802; the Wage Orders of the California Industrial Welfare Commission; the California Business and Professions Code section 17200, et seq.; the California common law of contract; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. section 201 et seq.; 29 CFR 778.223; 29 CFR 778.315; and federal common law. This release excludes the release of claims not permitted by law. This release excludes the release of claims not permitted by law.

"Released PAGA Claims" means all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiffs' Operative Complaint, as amended, and/or in the PAGA Notice, as amended, including, but not limited to claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; pay split shift pay; payment for all hours worked, including off-the-clock work; inaccurate wage statements; failure to keep accurate payroll records; failure to timely pay wages; failure to timely pay final wages; failure to pay sick pay; failure to provide expense reimbursement; failure to pay reporting time pay; failure to pay vested vacation time or PTO at termination; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 206, 210, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 500-556, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802); the Wage Orders of the California Industrial Welfare Commission. The Released PAGA Claims are limited to the PAGA Period, only include claims for PAGA penalties and do not release claims for any underlying wage and hour causes of action.

"Released Parties" means Autism Learning Partners, Autism Learning Partners, LLC, Pacific Child & Family Associates, LLC, Proof Positive ABA Therapies, LLC, Children's Learning Connection, Inc., A is for Apple, Inc, and each and all of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.

E. Class Counsel Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty three and one-third percent (33.33%) of the Gross Settlement Amount (i.e., an amount of up to \$833,333.33 if the Gross Settlement Amount is \$2,500,000.00) ("Class Counsel Fees") and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) ("Class Counsel Litigation Costs"), subject to approval by the Court. The Class Counsel Fees and Litigation Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and the Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Service Payment to Plaintiffs

Plaintiffs will each seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) ("Enhancement Payment"), in recognition of their services in connection with the Action and their broader individual release and waiver of claims. The Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Class Payment and/or Individual PAGA Payment that Plaintiffs may be entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Sixty Thousand Dollars (\$60,000.00) ("Administration Expenses") for the costs of the notice and settlement administration process, including and not limited to, the expense of

notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Challenges to Workweeks and/or PAGA Pay Periods, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendants are expected to fund the Gross Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes no later than forty-five (45) calendar days after the Effective Date, and distributions of Individual Class Payments to Class Members and Individual PAGA Payments to Aggrieved Employees are expected to occur within fourteen (14) calendar days after the funding of the Gross Settlement Amount.

“Effective Date” means the date on which the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for Final Approval enters Judgment and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Class Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorneys’ fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the Class Members’ name, address, telephone number and the last four digits of the Class Member’s Social Security number and/or the Employee ID number, (b) contain a clear statement that you request to be excluded from the Class Settlement similar to the following: “I wish to exclude myself from the settlement with ALP. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”; and (c) be sent to the Settlement Administrator, postmarked by **no later than January 26, 2026** at the following address:

ILYM Group, Inc.
Address: P.O. Box 2031
Tustin, CA 92781
Phone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Class Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All

Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action (*Rhina Blanco, et al. v. Autism Learning Partners, et al.*, Los Angeles County Superior Court, Case No. 24STCV01979); (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature (or signature of your authorized representative); (3) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection; (4) attach any supporting materials that you wish to rely upon for your objection; (5) state whether you are represented by an attorney and identify the attorney; (6) state whether you or your attorney intend to appear at the Final Approval Hearing; and (7) be mailed to the Settlement Administrator at the address listed in Section V.B above, postmarked **no later than January 26, 2026**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 15 of the Los Angeles Superior Court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **April 7, 2026 at 10:00 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel Fees and Litigation Costs to Class Counsel, Class Representative Service Payment to Plaintiffs, and Administration Expenses to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: <https://www.lacourt.ca.gov/home>.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.ca.gov/home>.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 312 North Spring Street, Los Angeles, California 90012, during business hours, or online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>.

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: <https://www.ilymgroup.com/cases>

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 250-6810, OR YOU MAY ALSO CONTACT CLASS COUNSEL.