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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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 Kenneth R. Freeman
Department 14

CLASS ACTION

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

Date: September 16, 2025
Time: 10:00 A.M.
Department: 14

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

1 This matter has come before the Honorable Kenneth R. Freeman in Department 14 of the
2 Superior Court of the State of California, for the County of Los Angeles, on September 16, 2025,
3 10:00 A.M. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers for Justice, PC appears as counsel for Plaintiffs Rhina Blanco and Carlos Gonzalez
5 (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated and other
6 Aggrieved Employees, and Sheppard, Mullin, Richter, and Hampton LLP appears as counsel for
7 Defendants Autism Learning Partners; Autism Learning Partners, LLC; Pacific Child & Family
8 Associates, LLC; Proof Positive ABA Therapies, LLC; Children's Learning Connection, Inc., and
9 A is for Apple, Inc. ("ALP" or "Defendants").

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
12 Preliminary Approval of Class Action and PAGA Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Class, Collective and PAGA Representative
15 Action Settlement Agreement and Class Notice ("Settlement," "Agreement," or "Settlement
16 Agreement"), attached as "**EXHIBIT 5**" to the Declaration of Tara Zabehe in Support of Plaintiffs'
17 Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the
18 Court's determination that the Settlement falls within the range of possible approval as fair,
19 adequate, and reasonable.

20 2. This Order incorporates by reference the definitions in the Settlement Agreement,
21 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
22 the Settlement Agreement.

23 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
24 and reasonable. It appears to the Court that extensive investigation and research have been
25 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
26 each other's respective positions. It further appears to the Court that the Settlement, at this time,
27 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
28 be presented by the further prosecution of the case. It further appears that the Settlement has been

1 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
2 entered into in good faith.

3 4. The Court preliminarily finds that the Settlement, including the allocations for the
4 Class Counsel Fees and Costs, Class Representative Service Payment, PAGA Penalties,
5 Administration Expenses, and payments to the Settlement Class Members and Aggrieved
6 Employees provided thereby, appear to be within the range of reasonableness of a settlement that
7 could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
8 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
9 settlement awards made available to the Class Members and Aggrieved Employees are fair,
10 adequate, and reasonable when balanced against the probable outcome of further litigation relating
11 to certification, liability, and damages issues.

12 5. The Court concludes that, for settlement purposes only, the proposed Class meets
13 the requirements for certification under section 382 of the California Code of Civil Procedure in
14 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
15 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
16 community of interest amongst the members of the Class with respect to the subject matter of the
17 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
18 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
19 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
20 Counsel are qualified to act as counsel for Plaintiffs individually and as the Class Representatives.

21 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
22 follows:

23 All California current and former hourly-paid or non-exempt employees who worked
24 for Defendants during January 24, 2020 through November 10, 2024.

25 7. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, and Tara Zabehi
26 of Lawyers *for* Justice, PC as Class Counsel.

27 8. The Court provisionally appoints Plaintiffs Rhina Blanco and Carlos Gonzalez as
28 the Class Representatives.

1 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of
2 the Settlement (“Settlement Administrator”).

3 10. Within fifteen (15) court days after entry of the Preliminary Approval Order,
4 Defendants shall provide the Settlement Administrator with the Class Data in conformity with the
5 Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class, Collective,
7 and PAGA Representative Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**”
8 The Class Notice shall be provided to Class Members in the manner set forth in the Settlement. The
9 Court finds that the Class Notice appears to fully and accurately inform the Class Members of all
10 material elements of the Settlement, of Class Members’ right to be excluded from the Class
11 Settlement by submitting a Request for Exclusion, of Class Members’ and Aggrieved Employees’
12 right to challenge the Workweek(s) and/or PAGA Pay Periods credited to each of them, and of each
13 Settlement Class Member’s right and opportunity to object to the Class Settlement. The Court
14 further finds that distribution of the Class Notice substantially in the manner and form set forth in
15 the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
16 Agreement and this Order, meet the requirements of due process and shall constitute due and
17 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
18 Administrator to mail the Class Notice to all Class Members within fourteen (14) calendar days
19 after receiving the Class Data from Defendants, pursuant to the terms set forth in the Settlement
20 Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
24 for Exclusion no later than forty-five (45) calendar days from the initial mailing of the Class Notice
25 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
26 an additional fourteen (14) calendar days beyond when the Response Deadline has expired. Any
27 Class Member who submits a Request for Exclusion from the Class Settlement is prohibited from
28 making any objections to the Class Settlement. Any Class Member who submits a timely and valid

Request for Exclusion will not be a Settlement Class Member and will not have any right to object, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion by the Response Deadline shall be bound by the terms of this Agreement, any Court order approving the terms of the Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 14 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Class Counsel Fees and Costs, Class Representative Service Payment, PAGA Penalties, and Administration Expenses.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class Counsel Fees and Costs, Class Representative Service Payment, PAGA Penalties, and Administration Expenses, along with the appropriate declarations and supporting evidence, including the Administrator's declaration by _____, to be heard at the Final Approval Hearing.

15. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator prior to the Response Deadline or by presenting their objection verbally at the Final Approval Hearing, regardless of whether they submitted a written objection. The Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement.

1 A Settlement Class Member who does not object prior to or at the Final Approval Hearing will be
2 deemed to have waived any objections and will be foreclosed from making any objections (whether
3 at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

4 16. The Settlement is not a concession or admission and shall not be used against
5 Defendants as an admission or indication with respect to any claim of any fault or omission by
6 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
7 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
8 neither the Settlement, nor any document, statement, proceeding or conduct related to the
9 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
10 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
11 Defendants, including, but not limited to, evidence of a presumption, concession, indication or
12 admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or
13 to establish the existence of any condition constituting a violation of, or a non-compliance with
14 state, federal, local or other applicable law, except for legal proceedings concerning the
15 implementation, interpretation, or enforcement of the Settlement.

16 17. In the event the Settlement does not become effective in accordance with the terms
17 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
18 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
19 vacated, and the Parties shall revert back to their respective positions as of before entering into the
20 Settlement Agreement.

21 18. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
23 Members and retains jurisdiction to consider all further applications arising out of or connected
24 with the Settlement.

25
26 **IT IS SO ORDERED.**

27 Dated: _____

By: _____
The Honorable Kenneth R. Freeman
Judge of the Superior Court

28 SMRH:4907-9542-0458.1

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 [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("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 November 10, 2024, except as may be modified pursuant to the terms of the Settlement Agreement.

"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 November 10, 2024, except as may be modified pursuant to the terms of the Settlement Agreement.

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 sections 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 and maintain that they have fully complied with the 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 [date of Preliminary Approval], 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 Aiwarzian, Esq.
Joanna Ghosh, Esq.
Tara Zabehe, Esq.
Connie Lee, 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 have 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 the 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).

You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

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.**

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash the check by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

B. Your Workweeks Based on Defendants' Records

According to Defendants' records:

From January 24, 2020 through November 10, 2024 (i.e., Class Period), you are credited with << >> Workweeks.

From November 20, 2022 through November 10, 2024 (i.e., PAGA Period), you are credited with << >> 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 [Response Deadline]**.

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 \$<< >>. 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 \$<< >> 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, as amended, or that could have been raised in the Action based on the facts alleged, to the extent permitted by law. 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.

“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.

“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 PAYMENTS 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 mailing of Individual Class Payments to Class Members and Individual PAGA Payments to Aggrieved Employees is 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 or 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) if an appeal or other challenge is filed, 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) if an appeal or other challenge is filed, 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 [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and valid 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) contain 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 [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 14 of the Los Angeles Superior Court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **<<date>>**, at **<<time>>**, 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: **[Insert appropriate URL]**.

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.org/>.

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: **[Settlement Administrator Website]**.

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: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**