

Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND SETTLEMENT NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between Plaintiff Aileen Tang, on behalf of herself and the putative class/aggrieved employees (“Plaintiff”) and Defendant Juni Learning, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means *Aileen Tang v. Juni Learning, Inc.*, Case No. 24STCV04603, initiated on February 23, 2024 in Los Angeles Superior Court.
- 1.2. “Administrator” means Phoenix Class Action Administration and Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” or “Settlement Class” means all persons currently or formerly employed by Defendant, in the state of California, as non-exempt, hourly-paid, employees, who provided online teaching/instruction services during the period of February 23, 2020 through January 2, 2025. Defendant represents that, as of October 4, 2024, there were no more than approximately 860 individuals in the Class.
- 1.5. “Class Counsel” means David P. Myers, Jason Hatcher, and Andriana N. Bravo of The Myers Law Group, A.P.C.
- 1.6. “Class Counsel Fees Payment” means the attorneys’ fees paid to compensate Class Counsel for their services rendered, and to be rendered, to Plaintiff, the Settlement Class and the PAGA Employees in connection with the Action. The Class Counsel Fee Payment is not to exceed one-third (33.3333%) of the Gross Settlement Amount (\$450,000.00), i.e. the sum of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00).
- 1.7. “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action. The Class Counsel Litigation Expenses Payment is not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).
- 1.8. “Class Data” means a database containing the following information: (1) the full name, last known address and telephone number, and full social security number or date of birth of all Settlement Class Members; (2) the total number of teaching/ instruction sessions taught by each Class Member and the total number of pay periods worked by each PAGA Employee within the relevant PAGA Period.

- 1.9. “Class Member” or “Settlement Class Member” means a person currently or formerly employed by Defendant, in the state of California, as non-exempt, hourly-paid, employee, who provided online teaching/instruction services during the period of February 23, 2020 through January 2, 2025.
- 1.10. “Class Member Address Search” Means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Period” means the time period from February 23, 2020 through January 2, 2025.
- 1.12. “Class Representative” means the named Plaintiff Aileen Tang in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.
- 1.15. “Defendant” means Defendant Juni Learning, Inc.
- 1.16. “Defense Counsel” means Baldwin J. Lee and Alexander Nestor of Allen Matkins Leck Gamble Mallory & Natsis LLP
- 1.17. “Employer Taxes” means Defendant’s share of any employer payroll taxes to be paid in connection with the Settlement (i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge) shall be paid separate and in addition to the Gross Settlement Amount.
- 1.18. “Effective Date” means the date in which the Court (1) grants Final Approval and (2) issues a Judgment in the Action. No funding of the Settlement shall occur until at least fifteen (15) calendar days after the Effective Date.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Approval Order” means the proposed Order Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means the non-reversionary maximum amount of Four Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000.00), exclusive of any and all Employer Taxes that may become due on any amount of this Settlement that is classified as wages, subject to the Escalator Clause.

- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount based on Instruction Sessions during the Class Period as calculated by the formula in paragraph 3.2.4.
- 1.24. “Individual PAGA Payment” means the PAGA Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked by each PAGA Employee within the relevant PAGA Period.
- 1.25. “Instruction Session” or “Instruction Sessions” means a video web-based instruction session taught by the Class Members. The estimated total Instruction Sessions for all Class Members from February 23, 2020 to August 15, 2024 is approximately 179,070.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval Order.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).
- 1.29. “Memorandum of Understanding” or “MOU” means the agreement executed by the Parties, memorializing the settlement in principle reached at the October 4, 2024, mediation with Steve Pearl, Esq.
- 1.30. “Net Settlement Amount” means the portion of the Gross Settlement Amount after deducting the following payments from the Gross Settlement Amount: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members on a pro rata basis as Individual Class Payments.
- 1.31. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. “Operative Complaint” means the First Amended Complaint.
- 1.33. “PAGA Employee” or “PAGA Employees” mean all persons currently or formerly employed by Defendant, in the state of California, as non-exempt, hourly-paid, employees, who provided online teaching/instruction services during the PAGA Period.
- 1.34. “PAGA Period” means February 23, 2023 through January 2, 2025.
- 1.35. “PAGA Notice” means Plaintiff’s February 23, 2024 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Employees (\$2,500.00) and the 75% to the LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.37. “Participating Class Member” or “Participating Settlement Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38. “Plaintiff” means Aileen Tang, the named plaintiff in the Action.
- 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.41. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.43. “Released Parties” means Defendant Juni Learning, Inc. and its parents, subsidiaries, affiliates, and related companies, and all of its and their respective past and present employees, directors, officers, shareholders, attorneys, representatives, insurers, agents, successors, and assignees.
- 1.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.45. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and PAGA Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.46. “Settlement” or “Agreement” means this Class Action and PAGA Settlement Agreement as made by and between Plaintiff and Defendant.
- 1.47. “Settlement Notice” means the Court approved Notice of Class Action and PAGA Action Settlement and Hearing Date for Final Court Approval to be mailed to Class Members and PAGA Employees in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

2. RECITALS.

- 2.1 February 23, 2024, Plaintiff filed a class action complaint alleging causes of action against Defendant for: (1) Failure to Pay Minimum Wage, (2) Failure to Reimburse Business Expenses, (3) Failure to Provide Accurate Wage Statements, (4) Failure to Pay All Wages Due at Separation, (5) Unfair Competition. On May 13, 2024, Plaintiff filed her First Amended Complaint, adding a Private Attorneys General Act (“PAGA”) claim.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending a PAGA Notice.
- 2.3 On October 4, 2024, the Parties participated in an all-day mediation presided over by Steve Pearl, Esq. which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiff obtained through informal discovery, documents including time keeping records and pay records, the personnel files for Plaintiff, policy documents (Employee Handbooks etc.), payroll and timekeeping data, and data on the numbers of teaching/instruction sessions conducted.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay Four Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000.00), and no more, as the Gross Settlement Amount excepting that Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiff: Class Representative Service Payment to Plaintiff of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00), in addition to any Individual Class Payment and any Individual PAGA Payments Plaintiff is entitled to receive as a Participating Class Member and PAGA Employee, respectively. Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment, which will be filed no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service payment less than the amount requested, the difference between the requested amount and reduced amount shall be allocated to the Net Settlement Amount to be distributed to the Participating Settlement Class

Members. The Administrator will pay the Class Representative Service payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, or One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) based on the Gross Settlement Amount; and a Class Counsel Litigation Expenses Payment of not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the difference between the requested amount and reduced amount shall be allocated to the Net Settlement Amount to be distributed to the Participating Settlement Class Members. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using IRS 1099 Forms.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less the \$15,000.00, the difference between the approved amount and allocated amount shall be allocated to the Net Settlement Amount to be distributed to the Settlement Class Members.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by dividing the Net Settlement Fund by the total number of Instruction Sessions for all Participating Class Members during the Class Period and then multiplying the result by each Participating Class Member's individual number of Instruction Sessions during the Class Period.
- 3.2.5 Tax Allocation of Individual Class Payments. Forty-percent (40%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Sixty-percent (60%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.6 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments, will not release any claims in this Action, and have Instruction Sessions

that will not be included in the pro rata calculation of the Individual Class Payments.

3.2.7 To the LWDA and PAGA Employees: PAGA Penalties, from the Gross Settlement Amount, in the total amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), from which the LWDA PAGA Payment of Seven Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00) – equal to 75% of the PAGA Penalties – shall be paid to the LWDA and Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00) – equal to 25% of the PAGA Penalties – shall be paid to the PAGA Employees on a pro rata share under the Individual PAGA Payment calculation.

3.2.8 Individual PAGA Payment: The Administrator will calculate each Individual PAGA Payment by (a) dividing the \$2,500.00 by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's individual PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.9 If the Court approves PAGA Penalties of less than the amount requested, the difference will be allocated to the Net Settlement Amount to be distributed to the Participating Settlement Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Number of Instruction Sessions and PAGA Employee Pay Periods. Defendant estimates that the number of Instruction Sessions for all Class Members from February 23, 2020 to August 15, 2024 is approximately 179,070. Defendant estimates that during the period of February 23, 2023 to August 15, 2024 there were approximately 4,334 pay periods for the PAGA Employees. Defendant estimates that from February 23, 2020 to October 4, 2024, there were approximately 860 Class Members.

4.2 Class Data. Not later than 10 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data, including, if necessary, providing additional data to effectuate this Settlement.

- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 15 calendar days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send the same to all Participating Class Members and PAGA Employees via First Class U.S. Mail, postage prepaid (this includes those Participating Class Members and PAGA Employees whose Settlement Notice was returned undeliverable). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Participating Class Members and/or PAGA Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or PAGA Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or PAGA Employees whose original check was lost or misplaced, requested by the Participating Class Member and/or PAGA Employee prior to the void date or after the void date but prior to disbursement to the California Controller's Unclaimed Property Fund.
- 4.4.3 For any Participating Class Member and/or PAGA Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, and subject to Paragraph 4.4.2, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or PAGA Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

- 5.1 Plaintiff's Released Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payment, Plaintiff shall release, for the Settlement Class Period only, against Defendant and the Released Parties, any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant and all of the Released Parties of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, constitution, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all claims arising from or relating to any and all acts, events and omissions occurring prior to the date Plaintiff signs this Agreement including, but not limited to, all claims which relate in any way to Plaintiff's employment with or termination of employment from Defendant or any of the other Released Parties. Plaintiff further releases all unknown claims against Defendant and any of the Released Parties, covered by California Civil Code Section 1542, which states: **"A general release does not extend to claims which 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."** No Party releases any claims that cannot be released as a matter of law.
- 5.2 Release by Participating Settlement Class Members: Effective on the date when Defendant fully funds the entire Gross Settlement Amount, and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Settlement Class Members will release, for the Settlement Class Period only, against Defendant and the Released Parties all claims asserted in the Operative Complaint and all claims that could have been brought based on the factual allegations set forth in the Operative Complaint excluding the Sixth Cause of Action. The Participating Settlement Class Members (not including Plaintiff) do not release any other claims, including but not limited to claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims for PAGA violations (which are addressed in Paragraph 5.3 ("Release by PAGA Employees")).
- 5.3 Release by PAGA Employees: Effective on the date when Defendant fully funds the entire Gross Settlement Amount, and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all PAGA Employees will release, for the PAGA Period only, Defendant and the Released Parties from all claims for PAGA penalties that were alleged in the Operative Complaint and all claims for PAGA penalties that could have been brought based on the factual allegations set forth in the Operative Complaint and the PAGA Notice for this Action.

6. MOTION FOR PRELIMINARY APPROVAL.

- 6.1 Plaintiff shall file a Motion for Preliminary Approval of the Settlement. The Parties shall cooperate in the preparation of the Motion for Preliminary Approval. Plaintiff's counsel will draft the motions for preliminary and final approval and provide all necessary documentation to the LWDA.
- 6.2 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties jointly select Phoenix Class Action Administration and Solutions ("Administrator") to serve as the Administrator and verify that, as a condition of appointment, Administrator will agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members and PAGA Employees.
- 7.4.1 No later than 7 days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Instruction Sessions, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members and PAGA Employees identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Settlement Notice (with a Spanish translation) substantially in the form attached to this Agreement as Exhibit A. Before mailing Settlement Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 5 days after the Administrator's receipt of any Settlement Notice returned by the USPS as undelivered, the Administrator shall re-mail the Settlement Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Settlement Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Settlement Notice to Class Members or PAGA Employees whose Settlement Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to number of Instruction Sessions and/or PAGA Pay Periods, and Requests for Exclusion will be extended to an additional 15 days beyond the 45 days otherwise provided in the Settlement Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Settlement Notice.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Settlement Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as a Class Member or PAGA Employee. If the Parties agree, such persons will be entitled to the same rights as other Class Members and/or PAGA Employees, and the Administrator will send, via email or overnight delivery, a Settlement Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Settlement Notice, or the deadline dates in the Settlement Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from, i.e. opt-out of, the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Settlement Notice (plus an additional 14 days for Class Members whose Settlement Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Settlement Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release as provided for herein, regardless of whether the Participating Class Member actually receives the Settlement Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, shall not waive or release the Released Class Claims, and shall not have the right to object to the class action components of the Settlement.
- 7.6 Challenges to Calculation of Instruction Sessions and PAGA Pay Periods. Each Class Member and PAGA Employee shall have 45 days after the Administrator mails the Settlement Notice (plus an additional 14 days for Class Members whose Settlement Notice is re-mailed) to challenge the number of Instruction Sessions and PAGA Pay Periods (if any) allocated to the Class Member and PAGA Employee in the Class/PAGA Notice or Settlement Notice, as applicable. The challenge of the allocation is made by communicating with the Administrator via fax, email or mail. The Administrator shall promptly provide copies of all challenges to the calculation of Instruction Sessions and/or PAGA Pay Periods to Defense Counsel and Class Counsel. Defense Counsel and Class Counsel shall attempt in good faith to resolve any such challenge within ten (10) calendar days. If Defense Counsel and Class Counsel are unable to resolve the challenge within ten (10) calendar days, a final and binding determination on the dispute shall be made by the Settlement Administrator.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Settlement Notice (plus an additional 14 days for Class Members whose Settlement Notice was re-mailed).
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Settlement Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Settlement Notices mailed or re-mailed, Settlement Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Instruction Sessions and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Instruction Sessions and/or PAGA Pay Periods Challenges. The Settlement Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Participating Settlement Class Member challenges over the calculation of Instruction Sessions and/or PAGA Pay Periods not resolved prior to the filing of the Motion for Final Approval.
- 7.8.5 Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Settlement Notice, the Settlement Notices returned as undelivered, the re-mailing of Settlement Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties

and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. TOTAL CLASS SIZE AND NULLIFICATION CLAUSE

8.1 Total Class Size: For the Class Period, as of October 4, 2024, Defendant represents that there were no more than 860 Class Members. If the number of the Class Members, as of January 2, 2025, exceeds 880 Class Members, then Defendant shall increase the Gross Settlement Amount in the exact proportionate amount as the increase in Settlement Members.

8.2 Nullification: If fifteen (15) or more Settlement Class Members timely opt out of the class settlement, Defendant shall have the sole and absolute discretion to rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving from the Settlement Administrator the final list of opt-outs. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. In the event that Defendant exercises its option to revoke the Settlement Agreement, Defendant agrees to pay the Settlement Administration Costs incurred by the Settlement Administrator up to the date of Defendant's notice to revoke.

8.3 Bankruptcy: If Defendant files a petition for bankruptcy prior to Defendant funding the Settlement with the Administrator, then Plaintiff may rescind the Settlement and the MOU, rendering the same null and void and placing the Parties, Participating Settlement Class Members, Aggrieved Employees, and the LWDA in the same position prior to the first date the MOU was signed.

///

9. MOTION FOR FINAL APPROVAL

9.1 Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for

approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.2 Response to Objections. Each Party retains the right to respond independently to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.4 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until 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 Amount. Nothing in this paragraph, or this Settlement, bars Class Counsel or Plaintiff from seeking an appeal related to the award of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payments.
- 9.6 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 Participating Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50

basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9.7 If, after submitting the settlement for approval to the Court, the Court declines to enter the Preliminary Approval Order, the Final Approval Order, or Judgment in substantially the form submitted by the parties, the Parties shall work in good faith to resolve the Court's concerns. If, after exhausting all good faith efforts, the Court declines to enter the Preliminary Approval Order, the Final Approval Order, or Judgment in substantially the form submitted by the parties, either Plaintiff or Defendant may terminate the Settlement. The terminating Party shall give to the other Parties (through its/his/her counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

- a. The MOU, and the Settlement shall be terminated and shall have no force or effect and no Party shall be bound by any of its terms.
- b. Defendant shall have no obligation to make any payments to any party, the Class, PAGA Employees or attorney.
- c. The Preliminary Approval Order, and/or Final Approval Order and/or Judgment shall be vacated.
- d. The Settlement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement and signing of the MOU.
- e. Except as otherwise discoverable, neither the MOU nor any ancillary documents, actions, statements, filings in furtherance of settlement (including all matters associated with mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever.

10. **JUDGMENT AND AMENDED JUDGMENT.**

10.1 Judgment: The Court shall enter judgment based upon the Final Approval.

10.2 If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

10.3 Injunctive Term: Within a reasonable time period after Final Approval is granted, Defendant will implement a timekeeping system for its non-exempt employees that records the employees' work start and end times.

11. **ADDITIONAL PROVISIONS.**

- 11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses.
- 11.2 Confidentiality Prior to Preliminary Approval. Neither the Parties or their counsel shall issue any press release or press announcement of any kind related in any way to the Settlement. The Parties agree that, prior to filing the Motion for Preliminary Approval of the Settlement, the Parties will keep the terms of this Settlement confidential except for purposes of communicating with Plaintiff, any putative Class Members or PAGA Employees, and the State of California (and its agencies). Plaintiff shall be informed of this Paragraph and to adhere to this Paragraph. Nothing herein bars Plaintiff and Class Counsel to discuss, comment on, or disclose the terms of this Settlement: (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel or putative class counsel. In response to any press or media inquiry, the Parties and Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or electronic (including the world wide web), to say the Action has been resolved and that the Parties are satisfied with the Settlement terms. In addition, nothing shall prevent Defendant from denying any and all alleged wrongdoing. Nothing in this Agreement prevents Plaintiff or Class Counsel from discussing or disclosing information about unlawful acts in the workplace or any other conduct that Plaintiff or Class Counsel has reason to believe is/was unlawful. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Settlement Class Members or certified Class Member or retained plaintiffs or retained putative plaintiffs regarding the Settlement. Class Counsel shall not post this Settlement or the terms of this Settlement on their personal or firm website(s). Nothing in this section prevents disclosure of any Agreement-related information to the Plaintiff's spouse or her tax preparer, nor to the Company's attorneys or financial/business advisors, provided that any such person first agrees for the benefit of the Parties to keep the Agreement-related information confidential.
- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class

Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding the MOU as well as any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities, as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 11.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.14 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.
- 11.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

THE MYERS LAW GROUP, A.P.C.
David Myers, Esq.
Jason Hatcher, Esq.
Andriana N. Bravo, Esq.
9327 Fairway View Place, Suite 100
Rancho Cucamonga, CA 91730
dmyers@myerslawgroup.com
jhatcher@myerslawgroup.com
abravo@myerslawgroup.com

To Defendant:

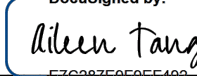
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
Baldwin J. Lee, Esq.
Alexander Nestor, Esq.
Three Embarcadero Center, 12th Floor
San Francisco, California 94111-4074
blee@allenmatkins.com
anestor@allenmatkins.com

- 11.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties

further agree that upon the signing of this Agreement, pursuant to CCP §583.330, to extend the date to bring the Action to trial under CCP §583.330 is stayed and continued for the entire period of the first date this Agreement was signed until the date the Agreement is terminated.

Dated: January 13, 2025

PLAINTIFF AILEEN TANG

DocuSigned by:

E7G287E9F9EF492...
Aileen Tang

Dated: January 13, 2025

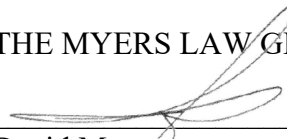
DEFENDANT JUNI LEARNING, INC.


By: Sohil Poojara
Senior Finance Manager

Approved as to form:

Dated: 1/13/2025

THE MYERS LAW GROUP, A.P.C.


David Myers,
Jason Hatcher,
Andriana N. Bravo
Attorneys for Plaintiff Aileen Tang

Dated: _____

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

Baldwin J. Lee,
Alexander Nestor,
Attorneys for Defendant Juni Learning, Inc.

further agree that upon the signing of this Agreement, pursuant to CCP §583.330, to extend the date to bring the Action to trial under CCP §583.330 is stayed and continued for the entire period of the first date this Agreement was signed until the date the Agreement is terminated.

Dated: _____

PLAINTIFF AILEEN TANG

Aileen Tang

Dated: January 13, 2025

DEFENDANT JUNI LEARNING, INC.

Sohil Poojara

By: Sohil Poojara
Senior Finance Manager

Approved as to form:

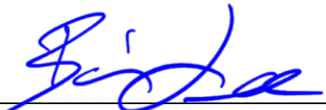
Dated: _____

THE MYERS LAW GROUP, A.P.C.

David Myers,
Jason Hatcher,
Andriana N. Bravo
Attorneys for Plaintiff Aileen Tang

Dated: January 13, 2025

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP



Baldwin J. Lee,
Alexander Nestor,
Attorneys for Defendant Juni Learning, Inc.

Exhibit A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA ACTION
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

Aileen Tang v. Juni Learning, Inc.
Los Angeles County Superior Court Case No.: 24STCV04603

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

You may be eligible to receive money from an employee class action and Private Attorneys General Act (“PAGA”) lawsuit (“Action”) against Defendant Juni Learning, Inc. (referred to as “Juni Learning” or “Defendant”) for alleged employment wage and hour violations.

The proposed Settlement has two main parts: (1) a Class Settlement, and (2) a PAGA Settlement. The Action was filed by former employee Aileen Tang (“Plaintiff”) and seeks payments of (1) back wages and other relief for a class of hourly employees who worked for Juni Learning, in California, during the Class Period of February 23, 2020 through January 2, 2025 (“Class Period”); and (2) civil penalties for hourly employees who worked for Juni Learning, in California, during the PAGA Period of February 23, 2023 through January 2, 2025 (“PAGA Period”).

Based on Juni Learning’s records, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you might receive may change depending on a number of factors as identified below.

The above estimates are based on Juni Learning’s records showing that **you taught _____ Instruction Sessions** during the Class Period and **you worked _____ Pay Periods** during the PAGA Period. If no amount is stated for your Individual PAGA Payment, then according to Juni Learning’s records you were not an hourly employee who worked for Juni Learning, in California, during the PAGA Period. If you believe that you taught more Instruction Sessions or worked more Pay Periods, you can submit a challenge by the deadline date as outlined below.

The Settlement Class is defined as means all persons currently or formerly employed by Defendant, in the state of California, as non-exempt, hourly-paid, employees, who provided online teaching/instruction services during the period of February 23, 2020 through January 2, 2025.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement, and enter a judgment, which will require Juni Learning to make payments under the Settlement in exchange for Participating Class Members and PAGA Employees releasing claims against Juni Learning as stated herein.

Juni Learning will not retaliate against you for any actions you take with respect to the proposed Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Receive a Payment	To receive the cash payment for the Individual Class Payment from this Settlement, you <u>do not</u> have to do anything. Your estimated Individual Class Payment is estimated to be \$ _____. See the explanation below. If you are a PAGA Employee you will also receive the Individual PAGA Payment. Your estimated Individual PAGA Payment is estimated to be \$ _____. See the explanation below.
Exclude Yourself from the Class Action Settlement The Opt-out Deadline is _____	If you do not want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Administrator the Opt-Out Notice (Exhibit 1). If you request exclusion, you will receive no money from the Class Action portion of the Settlement. However, if you are a PAGA Employee, you will still receive your PAGA Payment as you cannot opt-out of the proposed PAGA Settlement.
Participating Class Members Can Object to the Class Settlement Written Objections Deadline is _____	All Class Members who do not opt-out (“Participating Class Members”) can object to the proposed Class Settlement. Directions are provided below.
You May Participate at the _____ Final Approval Hearing	You do not have to attend the Final Approval Hearing, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform.
You Can Challenge the Calculation of Your Instruction Sessions and/or Pay Periods	The amount of your Individual Class Payment depends on how many Instruction Sessions you worked during the Class Period and the PAGA Payment depends on how many Pay Periods you worked at least one day during the PAGA Period. The number of Instruction

Written Challenges Must be Submitted by _____	Sessions you worked and the Pay Periods you worked that are reported for you in this Notice derive from Juni Learning’s data. If you disagree with either of number of Instruction Sessions you worked and/or the Pay Periods you worked, you may challenge this data pursuant to the process detailed below.
---	--

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Juni Learning employee. The First Amended Complaint accuses Juni Learning of violating California labor laws by failing to: pay minimum wages, reimburse business expenses, provide accurate wage statements, and pay all wages due at separation. Based on the same claims, Plaintiff has also asserted a claim for restitution under California’s Unfair Competition Law and for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”), which is the subject of the proposed Settlement

Plaintiff is represented by attorneys: The Myers Law Group, APC (referred to as “Class Counsel”).

Juni Learning strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Juni Learning or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Juni Learning hired an experienced, neutral mediator, Steve Pearl, Esq., in an effort to resolve the Action by negotiating an end to the case via a settlement agreement rather than continuing the expensive and time-consuming process of litigation. The mediation negotiations were successful and resulted in the parties signing the Class Action and PAGA Settlement Agreement and Settlement Notice (the “Settlement Agreement” or “proposed Settlement Agreement” or “Agreement”). Both sides agree the proposed Settlement Agreement is a compromise of disputed claims. By agreeing to settle, Juni Learning does not admit any violations or concede the merit of any claims.

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

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Juni Learning Will Pay \$450,000.00 as the Gross Settlement Amount (Gross Settlement). Juni

Learning has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses/cost, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Juni Learning will fund the Gross Settlement not more than 15 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Requested Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$150,000.00 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000.00 for their actual litigation expenses incurred. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000 as a Class Representative Award to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than her Individual Class Payment and any Individual PAGA Payment under this Settlement.
- C. Up to \$15,000.00 to the Administrator for services and costs for administering the Settlement.
- D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members on a pro rata basis as detailed below.

Taxes Owed on Payments to Class Members. Plaintiff and Juni Learning are asking the Court to approve an allocation of 40% of each Individual Class Payment to taxable wages ("Wage Portion") and 60% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Juni Learning will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Need to Promptly Cash Payment Checks. 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 it 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. You should consult the California Controller's Unclaimed Property Fund instructions to determine how to retrieve your money should you not timely cash any check you receive as part of this proposed Settlement.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out via the attached form by the _____ Response Deadline. Excluded Class Members (i.e., those who opt-out of the Class Settlement) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Juni Learning.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement and who also qualify as a PAGA Employee will still receive the Individual PAGA Payment and are required to give up their right to assert PAGA claims against Juni Learning for the Released PAGA Claims detailed below.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Juni Learning have agreed that, in either case, the Settlement will be void; and Juni Learning will not pay any money and Participating Class Members will not release the Released Class Claims.

Administrator. The Court has appointed a neutral company Phoenix Class Action Administration and Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also process Class Member Challenges to the number of Instruction Sessions worked and/or the Pay Periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section **9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Juni Learning has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the Released Class Claims under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Juni Learning for the Released Class Claims.

The Participating Class Members will be bound by the following release that constitutes the Released Class Claims:

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Settlement Class Members will release, for the Settlement Class Period only, against Defendant and the Released Parties all claims asserted in the Operative Complaint and all claims that could have

been brought based on the factual allegations set forth in the Operative Complaint excluding the Sixth Cause of Action. The Participating Settlement Class Members (not including Plaintiff) do not release any other claims, including but not limited to claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims for PAGA violations (which are addressed in Paragraph 5.3 ("Release by PAGA Employees")).

PAGA Employees' PAGA Release. After the Court's judgment is final, and Juni Learning has paid the Gross Settlement and separately paid the employer-side payroll taxes, all PAGA Employees will be barred from asserting the Released PAGA Claims against Juni Learning, whether or not they exclude themselves from the Settlement. This means that all PAGA Employees, including those who are Participating Class Members and those who are not Participating Class Member (i.e. opt-out of the Class Settlement), cannot sue, continue to sue, or participate in any other PAGA claim against Juni Learning, for the Released PAGA Claims.

The PAGA Employees will be bound by the following release that constitutes the Released PAGA Claims:

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all PAGA Employees will release, for the PAGA Period only, Defendant and the Released Parties from all claims for PAGA penalties that were alleged in the Operative Complaint and all claims for PAGA penalties that could have been brought based on the factual allegations set forth in the Operative Complaint and the PAGA Notice for this Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by dividing the Net Settlement Fund by the total number of Instruction Sessions taught by all Participating Class Members during the Class Period and then multiplying the result by each Participating Class Member's individual number of Instruction Sessions taught during the Class Period.

Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing \$2,500.00 (25% of the PAGA Penalties) by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's individual PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

Instruction Sessions/Pay Period Challenges. The number of Instruction Sessions you taught during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Juni Learning's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Instruction Sessions and/or Pay Periods credited to

you. You can submit your challenge by signing and sending a letter and any supporting documentation to the Administrator via mail, email or fax.

You need to support your challenge by sending copies of pay stubs or other records. Defense Counsel and Class Counsel shall attempt in good faith to resolve any such challenge within ten (10) calendar days. If Defense Counsel and Class Counsel are unable to resolve the challenge within ten (10) calendar days, a final and binding determination on the dispute shall be made by the Settlement Administrator. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and all those individuals who qualify as PAGA Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment as applicable.

PAGA Employees Who Are Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opted out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you do not want to participate as a Settlement Class Member, you may "opt out", which will remove you from the Class Settlement and you will not receive an Individual Class Payment. That is, if the Court grants final approval of the settlement, you will not receive any money for the Individual Class Payment and you will not give up the right to sue Juni Learning for the Released Class Claims. If you choose to opt out you must timely send a written opt out request (attached as Exhibit 1) to the Settlement Administrator. Please note that opting out of the Class Settlement does not affect PAGA Employee status or the Released PAGA Claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Juni Learning are asking the Court to approve. At least 16 court days before _____, the Final Approval Hearing date, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, reasonable, and adequate; and (2) a Motion for Fees, Litigation Expenses and Service Awards stating the amount Class Counsel is requesting as a Class Counsel Fees Payment; Class Counsel Litigation Expenses Payment; Class Representative Service Awards; and Administration Expenses Payment. Upon reasonable request, Class Counsel (whose contact information is in Section **9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) or the Court's website for a fee at:
<http://www.lacourt.org/casesummary/ui/index.aspx>

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may object. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action "*Tang v. Juni Learning, Inc.*, Case No. 24STCV04603" and include your name, current address, telephone number, and approximate dates of employment for Juni Learning and sign the objection. Section **9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See below for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but do not have to, attend the Final Approval Hearing on _____ at _____ in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Juni Learning and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement's website at _____ (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24STCV04603. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: David Myers, Jason Hatcher, Andriana N. Bravo

Email Address: jhatcher@myerslawgroup.com

Name of Firm: The Myers Law Group, APC

Mailing Address: 9327 Fairway View Place, Suite 100, Rancho Cucamonga, CA 91730

Telephone: (909) 375-2102

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your Settlement check before cashing it, the Administrator will replace an uncashed check as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund at https://www.sco.ca.gov/upd_msg.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

If you move or otherwise change your mailing address after receipt of this notice, you should immediately notify the Administrator, at the contact information in Section 9 above, in order to ensure your check is mailed to the correct address.

Exhibit 1

OPT OUT NOTICE

REQUEST FOR EXCLUSION FROM SETTLEMENT IN
AILEEN TANG V. JUNI LEARNING, INC.

Los Angeles County Superior Court, Case No. 24STCV04603

If you exclude yourself from the Class Action Settlement, you will receive NO money from the Class Action Settlement, and you will not be bound by its terms. You will however receive a pro-rata portion of the PAGA settlement.

Name:	
Street Address:	
City/State/Zip Code:	
Telephone Number:	
Last Four Digits of Social Security Number:	

I have read the Court Approved Notice of Class Action and PAGA Action Settlement and I wish to opt out of the class action settlement of the case *Aileen Tang v. Juni Learning, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04603.

Dated: _____
 (Month, Day, Year)

 (Signature)

 (Typed or Printed Name)