

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Megan R. Lazar (SBN 315007)

megan@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, MARCUS GARVEY JR COOK and
on behalf of all others similarly situated

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

A Limited Liability Partnership

Including Professional Corporations

FRANCES M. K. HERNANDEZ, Cal. Bar No. 281384

fhernandez@sheppardmullin.com

LAUREN J. BLAES, Cal. Bar No. 322189

lblaes@sheppardmullin.com

650 Town Center Drive, 10th Floor

Costa Mesa, California 92626-1993

Telephone: 714.513.5100

Facsimile: 714.513.5130

Attorneys for Defendants

ALLIANCE COLLEGE-READY PUBLIC SCHOOLS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARCUS GARVEY JR COOK, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

ALLIANCE COLLEGE-READY
PUBLIC SCHOOLS, a California
Nonprofit Corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 24STCV27363

Related Action: 24STCV28903

[Assigned for All Purposes to the Hon. William F.
Highberger, Dept. 10]

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action Filed: October 18, 2024

Trial Date: None

1 This Settlement Agreement (the “Agreement”) is made by and between Plaintiff Marcus
2 Garvey Cook, Jr. (“Plaintiff”), on behalf of himself and each of the other Class Members as defined
3 herein, and Defendant Alliance College-Ready Public Schools (“Defendant” or “Alliance”), and is
4 intended to entirely resolve and settle the pending actions entitled Marcus Garvey Jr Cook v.
5 Alliance College-Ready Public Schools, Case No. 24STCV27363 (Los Angeles County Superior
6 Court) and Marcus Garvey Jr Cook v. Alliance College-Ready Public Schools, Case No.
7 24STCV28903 (Los Angeles County Superior Court).

8 **1. DEFINITIONS**

9 In addition to the defined terms referenced above, as used herein, the following terms are
10 defined as:

11 1.1 The term “Actions” is defined collectively to include (1) the Class Action
12 Complaint, the to-be-filed First Amended Complaint, and any amended complaints filed in the
13 action entitled Marcus Garvey Jr Cook v. Alliance College-Ready Public Schools, Case No.
14 24STCV27363 (Los Angeles County Superior Court) by Plaintiff; and (2) the Representative
15 Action Complaint and any amended complaints filed in the action entitled Marcus Garvey Jr Cook
16 v. Alliance College-Ready Public Schools, Case No. 24STCV28903 (Los Angeles County
17 Superior Court) by Plaintiff.

18 1.2 The term “Agreement” or “Settlement Agreement” refers to this Settlement
19 Agreement.

20 1.3 The term “Attorneys’ Fees and Litigation Costs and Expenses” means the amount
21 authorized by the Court to be paid to Class Counsel for the services they rendered and expenses
22 they incurred in prosecuting the action. Class Counsel shall request an award in accordance with
23 Section 10.5 below.

24 1.4 The terms “Class” or “Class Members” means all current and former non-exempt
25 employees of Defendant who were or are employed by Defendant within the State of California at
26 any time during the Class Period.

27 1.5 The term “Class Counsel” means Bibiyan Law Group, P.C.

28

1 1.6 The term “Class List and Data” means the name, last known mailing address, Social
2 Security Number, number of Workweeks for each Class Member during the Class Period, and
3 number of PAGA Pay Periods for each PAGA Member during the PAGA Period. Concurrently
4 with the delivery of the Class Data to the Settlement Administrator, as detailed in Section 7.2
5 below, Defendant will provide Class Counsel a declaration attesting to the Workweek and PAGA
6 Pay Period totals, which will include an explanation as to how the totals were calculated.

7 1.7 The term “Class Period” means the time period from August 1, 2021 through
8 January 1, 2026.

9 1.8 The term “Court” as used herein means the Superior Court of California, County of
10 Los Angeles.

11 1.9 The term “Defendant” or “Alliance” means Defendant Alliance College-Ready
12 Public Schools.

13 1.10 The “Effective Date” of the Settlement will be the last to occur of the following: (a)
14 the sixty-two (62) days after service of the notice of entry of the Final Approval Order and Final
15 Judgment, and no appeal is filed within that period; or (b) if an appeal, review, or writ is sought
16 from the Final Approval Order and Final Judgment, the day after the Final Approval Order and
17 Final Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final
18 Approval Order and Final Judgment is no longer subject to further judicial review. Prior to the
19 Effective Date, Defendant will not be required to fund the Settlement, in whole or in part, through
20 the Settlement Administrator or any third party.

21 1.11 The term “Enhancement Payment” means the amount the Court authorizes to be paid
22 to the Plaintiff in recognition of his efforts in assisting with the prosecution of the Actions. Plaintiff
23 will request an Enhancement Payment up to the amount of \$5,000. The Enhancement Payment
24 shall be paid from the Maximum Settlement Amount. Plaintiff will be issued an IRS Form 1099 in
25 connection with his Enhancement Payment by the Settlement Administrator.

26 1.12 The term “Final Approval Order” means the order of the Court that grants final
27 approval of the Settlement.

28

1 1.13 The term “Final Judgment” means the final judgment entered by the Court based
2 upon the Settlement.

3 1.14 The term “Individual PAGA Payment” means the PAGA Member’s pro-rata share of
4 the portion of the PAGA Payment allocated to PAGA Members pursuant to Section 10.3 below.

5 1.15 The term “Individual Settlement Payment” means the amount to be paid to a
6 Participating Class Member from the Net Settlement Amount pursuant to Section 10.2 below.

7 1.16 The term “LWDA Notice” means Plaintiff’s letters submitted to the Labor and
8 Workforce Development Agency dated June 28, 2024 and August 29, 2025, and any subsequent
9 letter submitted to the Labor and Workforce Development Agency on behalf of Plaintiff.

10 1.17 The term “Mediator” means Brandon McKelvey, Esq.

11 1.18 The term “Net Settlement Amount” means the Maximum Settlement Amount minus
12 the Court-approved Attorneys’ Fees, Litigation Costs and Expenses, the Enhancement Payment to
13 Plaintiff, the Settlement Administration Costs, and PAGA Payment.

14 1.19 The term “PAGA Member(s)” means all current and former non-exempt employees
15 of Defendant who were or are employed by Defendant within the State of California at any time
16 during the PAGA Period.

17 1.20 The term “PAGA Payment” means the payment made to the LWDA and PAGA
18 Members for civil penalties pursuant to PAGA and the terms of this Agreement.

19 1.21 The term “PAGA Period” means the time period from June 28, 2023 through the end
20 of the Class Period.

21 1.22 The term “PAGA Pay Period(s)” refers to the pay period(s) during the PAGA Period
22 in which a PAGA Member worked for Defendant.

23 1.23 The term “Participating Class Members” mean Class Members who have not timely
24 requested exclusion from the Settlement pursuant to Section 7.4 of this Agreement.

25 1.24 The term “Parties” means Plaintiff and Defendant, collectively.

26 1.25 The term “Party” means Plaintiff or Defendant, individually.

27 1.26 The term “Plaintiff” means Plaintiff Marcus Garvey Cook, Jr.
28

1.27 The term “Preliminary Approval Order” means the order of the Court that grants preliminary approval of the Settlement.

1.28 The term “Settlement Administrator” means Apex Class Action Administration (“Apex”), the third-party settlement administrator agreed upon by Parties to administer this Settlement.

1.29 The term “Maximum Settlement Amount” means an amount not to exceed One Million Three Hundred Seventy-Three Thousand Five Hundred Dollars and Zero Cents (\$1,373,500.00), except as provided in paragraph 10.11, inclusive of the Attorneys’ Fees and Litigation Costs and Expenses incurred by Class Counsel, the Enhancement Payment to the Plaintiff for his service as class representative, the Settlement Administration Costs, Individual Settlement Payments, and the PAGA Payment. As to that portion of Individual Settlement Payments that constitute wages, any employer taxes, including employer FICA, FUTA, and SDI contributions, shall be paid separately from the Maximum Settlement Amount.

1.30 The term “Workweek(s)” refers to the week(s) during the Class Period in which a Class Member worked for Defendant.

2. SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT

2.1 On October 18, 2024, Marcus Garvey Cook, Jr. filed a Class Action Complaint in the Superior Court of California for the County of Los Angeles against Defendant, thereby commencing the action entitled Marcus Garvey Jr Cook v. Alliance College-Ready Public Schools, Case No. 24STCV27363 (“Class Action”) and alleging the following claims: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to timely pay wages; (8) failure to indemnify business expenses; (9) violation of Labor Code section 227.3; and (10) unfair business practices.

2.2 On November 4, 2024, Marcus Garvey Cook, Jr. filed a Representative Action Complaint in the Superior Court of California for the County of Los Angeles against Defendant, thereby commencing the action entitled Marcus Garvey Jr Cook v. Alliance College-Ready Public

1 Schools, Case No. 24STCV28903 (“PAGA Action”) alleging a single cause of action for violation
2 of the Private Attorneys General Act of 2004.

3 2.3 On October 2, 2025, the Parties participated in private mediation conducted by the
4 Mediator, an experienced and respected attorney. The settlement discussions were conducted at
5 arm’s length. Although the Actions did not resolve at the mediation session, the Mediator
6 continued to facilitate additional negotiations for several weeks which ultimately culminated in the
7 acceptance of a mediator’s proposal. As part of the Settlement, the Parties agreed to stipulate to
8 the filing of a First Amended Complaint in the Class Action to include all claims alleged in the
9 PAGA Action, and thereafter dismiss the PAGA Action, thereby effectively consolidating the
10 Class and PAGA Actions. The First Amended Complaint will be the “Operative Complaint.”

11 2.4 The Settlement is the result of an informed and detailed analysis of the risks facing
12 all Parties in litigating the Actions, including but not limited to, careful consideration of the legal
13 and factual obstacles to Plaintiff’s prospects of obtaining class certification and on the merits, and
14 Defendant’s defenses, as well as Defendant’s additional costs of litigating the Actions.

15 2.5 This Agreement is intended to and does effectuate the full, final, and complete
16 resolution of the Actions.

17 2.6 The Parties believe that continued litigation would be protracted, expensive, and
18 uncertain, and that this Settlement is in the best interests of the Class, PAGA Members, and
19 Defendant. In light of these realities, the Parties believe that this Settlement is the best way to
20 resolve the disputes between them.

21 **3. JURISDICTION, ENFORCEMENT, AND INTERPRETATION**

22 The Court has jurisdiction over the Parties and the subject matter of the Actions. The
23 Actions include claims that, while Defendant denies them in their entirety, would, if proven,
24 authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement is
25 approved, the Court will retain jurisdiction with respect to the interpretation, implementation, and
26 enforcement of the terms of this Agreement and all orders and judgments entered in connection
27 therewith, pursuant to California Rules of Court Rule 3.769, et seq. and California Code of Civil
28 Procedure Section 664.6, and the Parties hereto submit to the jurisdiction of the Court for purposes

1 of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all
2 orders and judgments entered in connection therewith. The Parties and their counsel agree that a
3 court, upon motion, may enter judgment pursuant to the Agreement and California Code of Civil
4 Procedure Section 664.6 and the Agreement is admissible in evidence for purposes of enforcement
5 pursuant to California Evidence Code Section 1123. The Agreement will be interpreted and
6 enforced under the laws of the State of California without regard to its conflict of laws provisions.
7 Any dispute arising out of or relating to the Agreement, or the subject matter hereof, will be
8 resolved solely and exclusively in the Court, and the Parties hereby consent to the jurisdiction of the
9 Court over them solely in connection therewith.

10 **4. NO ADMISSION WITH RESPECT TO LIABILITY**

11 4.1 The Parties agree that this Agreement reflects their good faith compromise of the
12 Actions, based upon their assessment of the mutual risks and costs of further litigation and the
13 assessments of their respective counsel. This Agreement does not constitute, is not intended to
14 constitute, and will not be deemed to constitute, an admission of liability or lack of liability by the
15 Parties as to the merits, validity, or accuracy of any of the allegations or claims made against
16 Defendant in the Actions or the appropriateness of class certification. Defendant denies each of
17 Plaintiff's allegations in their entirety, and alleges that Plaintiff and all other Class Members were
18 provided compensation and treated in all respects in accordance with California law with regard to
19 the claims and facts alleged in the Actions.

20 4.2 Nothing in this Agreement, nor any action taken or made in implementation thereof,
21 including, without limitation, any statements, discussions, communications, or any materials
22 prepared, exchanged, issued, or used during the course of the negotiations leading up to the
23 Agreement, is intended by the Parties to or will constitute, be introduced, or be submitted in any
24 way in the Actions or any other judicial, arbitral, administrative, investigative or other forum or
25 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
26 regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding
27 the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the
28 interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the

1 Court entered into in connection therewith. Additionally, insofar as any of the foregoing material is
2 required to be filed by any Court by Court order, the Parties will comply with such order but will
3 notify the other Party of such an order at least ten (10) days prior to filing of the documents.

4 4.3 The Parties agree that Plaintiff's forthcoming motion for preliminary approval of the
5 Settlement, which will, among other things, seek certification of the Class, is for purposes of the
6 Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification
7 will have no force or effect. The Parties agree that certification for purposes of the Settlement is in
8 no way an admission that class certification is proper under the standard applied to contested
9 certification motions and that this Agreement will not be submitted in this or any other proceeding
10 as evidence that (i) the Class should be certified, or (ii) Defendant is liable to Plaintiff or any of the
11 Class Members. Further, neither this Agreement nor the Court's actions with regard to this
12 Agreement will be submitted in any court or other tribunal regarding the propriety of class
13 certification or collective treatment for purposes other than the settlement of the Actions. In the
14 event that this Agreement is not approved by the Court or any appellate court, is terminated, or
15 otherwise fails to be enforceable, Defendant will not be deemed to have waived, limited, or affected
16 in any way, any of its objections or defenses in the Actions, including, but not limited to, its
17 defenses in opposition to class certification.

18 **5. CLASS CERTIFICATION**

19 For the purposes of this Agreement only, the Parties agree to the certification of the Class.
20 As set forth above, Defendant expressly reserves its right to oppose class certification should the
21 Court decide to not approve this Settlement.

22 **6. RELEASE AND WAIVER**

23 **6.1 Release and Waiver of Claims by Participating Class Members**

24 As of the Effective Date, Participating Class Members and Plaintiff, on behalf of themselves
25 and their respective past, present, and future representatives, agents, attorneys, heirs, administrators,
26 successors, and assigns, and each and all of them, will be deemed to have fully, finally, and forever
27 released, settled, compromised, relinquished, and discharged Defendant, and each of its past,
28 present and future agents, employees, servants, officers, directors, partners, trustees,

1 representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related
2 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers,
3 consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and
4 all of their respective past, present and future employees, directors, officers, agents, attorneys,
5 stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (collectively, the
6 “Released Parties”) from all claims, debts, liabilities, demands, actions, or causes of action under
7 state, federal or local law, whether statutory, common law or administrative, that were asserted in
8 the Actions and/or LWDA Notice, or that reasonably could have been asserted based on the facts
9 and/or claims alleged in the Actions and/or LWDA Notice, including but not limited to all state
10 and/or federal wage and hour claims, failure to pay all wages due, including minimum wages,
11 straight time compensation, overtime compensation, double-time compensation, reporting time
12 compensation, and interest; failure to pay all split shift premiums; failure to provide one day’s rest
13 in seven day workweek; the calculation of the regular rate of pay; wages related to alleged illegal
14 time rounding and/or alleged manipulation of time entries; failure to provide compliant meal
15 periods; failure to provide compliant rest periods; failure to provide compliant cooldown periods;
16 failure to pay proper meal period, rest period and/or cooldown rest period premiums; wages and/or
17 penalties related to alleged auto-deduction of meal periods; failure to permit employees to leave the
18 premises during meal and/or rest periods; failure to pay overtime compensation, double-time
19 compensation, meal, rest period, and cooldown period premiums, sick pay, and reporting time pay
20 at the regular rate of pay; payment for all hours worked, including off-the-clock work; failure to
21 properly implement an alternative workweek schedule; failure to provide accurate itemized wage
22 statements; failure to reimburse business expenses; failure to timely pay all wages during
23 employment; failure to timely pay all wages due at separation of employment; improper or
24 unauthorized deductions; failure to reimburse deposits made, including uniform deposits, and all
25 interest; failure to provide suitable seating; failure to provide proper paid sick leave; failure to
26 permit use of paid sick leave; failure to provide notice of paid sick leave; failure to pay all accrued
27 and unused vacation/PTO upon separation; failure to maintain and keep accurate records, including
28 payroll records and records of hours worked and meal periods; failure to permit inspection of

1 records; failure to provide written notice under Labor Code section 2810.5; failure to provide
2 suitable seating; failure to provide suitable resting facilities; failure to provide adequate sanitation
3 facilities; failure to provide all temporary workers with owed wages weekly; failing to pay all
4 gratuities left by patrons for employees; collecting, taking, or receiving gratuities left for
5 employees; deducting amounts from wages due to employees on account of gratuities, or crediting
6 gratuities as part of wages due; failing to keep accurate records of gratuities; conducting unlawful
7 background checks; improperly relying on salary history information of applicants; requiring
8 employee to execute a release of claim or right on account of wages due, or to become due, or made
9 as an advance on wages, as a condition of being paid; causing wages earned by plaintiff to be
10 charged back or kicked back to Defendant; issuing payment of wages by an acknowledgment of
11 indebtedness or other thing redeemable in merchandise or some form otherwise than in money;
12 preventing employees from using/disclosing skills, knowledge and experience obtained at
13 Defendant for purposes of competing; preventing employees from disclosing violations of law;
14 preventing employees from engaging in lawful conduct during non-work hours; preventing
15 employees from engaging in politics or becoming a candidate for public office; requiring
16 employees to agree to terms and conditions prohibited by law; requiring employees to agree to
17 confidentiality policies that restrain trade; employing minors; unfair business practices; penalties,
18 including but not limited to recordkeeping penalties, wage statement penalties, meal/rest period
19 penalties, minimum wage penalties, and waiting-time penalties; interest; attorneys' fees and costs;
20 and including and not limited to, all claims arising under the California Labor Code (including but
21 not limited to Sections 96, 98.6, 200-204, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 210, 212, 213,
22 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8,
23 227.3, 231, 232, 232.5, 233, 235, 245, *et seq.*, 246, 256, 351, 353, 404, 432, 432.3, 432.5, 432.6,
24 432.7, 432.8, 450, 510, 511, 512, 516, 550, 551, 552, 558, 558.1, 1101, 1102, 1102.5, 1174, 1174.5,
25 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 1199, 1290, 1292, 1293,
26 1293.1, 1294.1, 1301, 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811,
27 1815, 2673, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*, 2810.3, 2810.5, 3366, 3457, 8397.4);
28 Educational Code Sections 49112 and 49116; the Wage Orders of the California Industrial Welfare

1 Commission, including but not limited to IWC Wage Order No. 4 (Cal. Code Regs., tit. 8, Section
2 11040); the California Private Attorneys General Act of 2004 (“PAGA”); California Code of
3 Regulations, Title 8, Section 3395; California Business and Professions Code Sections 16600,
4 16700, and 17200, et seq.; California Government Code Section 12952; California Code of Civil
5 Procedure, including but not limited to Sections 1021.5 and 1032; the California Civil Code,
6 including but not limited to Sections 3287, 3336, and 3294; and the Fair Labor Standards Act, 29
7 U.S.C. Section 201, et seq. This release excludes the release of claims not permitted by law.

8 6.2 Release and Waiver of Claims By PAGA Members

9 PAGA Members, Plaintiff, and the State of California with respect to all PAGA Members,
10 on behalf of themselves and their respective past, present, and future representatives, agents,
11 attorneys, heirs, administrators, successors, and assigns, and each and all of them, will be
12 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
13 discharged the Released Parties from all claims, actions, and causes of action for civil penalties,
14 attorneys’ fees, costs or interest arising under the Private Attorneys General Act, California Labor
15 Code Section 2698, *et seq.* that were alleged or that reasonably could have been alleged in the
16 Actions and/or the LWDA Notice based on the factual allegations and legal theories contained in
17 the Actions and/or the LWDA Notice, including but not limited to all claims for penalties
18 recoverable under PAGA concerning failure to pay all wages due, including minimum wages,
19 straight time compensation, overtime compensation, double-time compensation, reporting time
20 compensation, and interest; failure to pay all split shift premiums; failure to provide one day’s rest
21 in seven day workweek; the calculation of the regular rate of pay; wages related to alleged illegal
22 time rounding and/or alleged manipulation of time entries; failure to provide compliant meal
23 periods; failure to provide compliant rest periods; failure to provide compliant cooldown periods;
24 failure to pay proper meal period, rest period and/or cooldown rest period premiums; wages and/or
25 penalties related to alleged auto-deduction of meal periods; failure to permit employees to leave
26 the premises during meal and/or rest periods; failure to pay overtime compensation, double-time
27 compensation, meal, rest period, and cooldown period premiums, sick pay, and reporting time pay
28 at the regular rate of pay; payment for all hours worked, including off-the-clock work; failure to

1 properly implement an alternative workweek schedule; failure to provide accurate itemized wage
2 statements; failure to reimburse business expenses; failure to timely pay all wages during
3 employment; failure to timely pay all wages due at separation of employment; improper or
4 unauthorized deductions; failure to reimburse deposits made, including uniform deposits, and all
5 interest; failure to provide suitable seating; failure to provide proper paid sick leave; failure to
6 permit use of paid sick leave; failure to provide notice of paid sick leave; failure to pay all accrued
7 and unused vacation/PTO upon separation; failure to maintain and keep accurate records,
8 including payroll records and records of hours worked and meal periods; failure to permit
9 inspection of records; failure to provide written notice under Labor Code section 2810.5; failure to
10 provide suitable seating; failure to provide suitable resting facilities; failure to provide adequate
11 sanitation facilities; failure to provide all temporary workers with owed wages weekly; failing to
12 pay all gratuities left by patrons for employees; collecting, taking, or receiving gratuities left for
13 employees; deducting amounts from wages due to employees on account of gratuities, or crediting
14 gratuities as part of wages due; failing to keep accurate records of gratuities; conducting unlawful
15 background checks; improperly relying on salary history information of applicants; requiring
16 employee to execute a release of claim or right on account of wages due, or to become due, or
17 made as an advance on wages, as a condition of being paid; causing wages earned by plaintiff to
18 be charged back or kicked back to Defendant; issuing payment of wages by an acknowledgment of
19 indebtedness or other thing redeemable in merchandise or some form otherwise than in money;
20 preventing employees from using/disclosing skills, knowledge and experience obtained at
21 Defendant for purposes of competing; preventing employees from disclosing violations of law;
22 preventing employees from engaging in lawful conduct during non-work hours; preventing
23 employees from engaging in politics or becoming a candidate for public office; requiring
24 employees to agree to terms and conditions prohibited by law; requiring employees to agree to
25 confidentiality policies that restrain trade; employing minors; unfair business practices; penalties,
26 including but not limited to recordkeeping penalties, wage statement penalties, meal/rest period
27 penalties, minimum wage penalties, and waiting-time penalties; interest; attorneys' fees and costs;
28 and including and not limited to, all claims arising under the California Labor Code (including but

not limited to Sections 96, 98.6, 200-204, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 210, 212, 213, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 231, 232, 232.5, 233, 235, 245, *et seq.*, 246, 256, 351, 353, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 450, 510, 511, 512, 516, 550, 551, 552, 558, 558.1, 1101, 1102, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 1199, 1290, 1292, 1293, 1293.1, 1294.1, 1301, 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 2673, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*, 2810.3, 2810.5, 3366, 3457, 8397.4); Educational Code Sections 49112 and 49116; the Wage Orders of the California Industrial Welfare Commission, including but not limited to IWC Wage Order No. 4 (Cal. Code Regs., tit. 8, Section 11040); the California Private Attorneys General Act of 2004 (“PAGA”); California Code of Regulations, Title 8, Section 3395; California Business and Professions Code Sections 16600, 16700, and 17200, *et seq.*; California Government Code Section 12952; California Code of Civil Procedure, including but not limited to Sections 1021.5 and 1032; California Civil Code Section 3287; and any other PAGA penalty claims whatsoever alleged in the Actions or LWDA Notice, whether known or unknown, during the PAGA Period.

7. NOTICE AND OPPORTUNITY TO OPT OUT OR OBJECT

7.1 Notice to the Class

The Parties submit a Notice of Class Action Settlement (“Class Notice”), in the form attached hereto as “Exhibit 1,” to the Court for approval. The Class Notice will include, nonexclusively, information regarding the nature of the Actions; a summary of the substance of the Settlement; the definition of the Class; the formula used to determine the Individual Settlement Payments for the Class Members; the number of Workweeks credited to each Class Member; the estimated Individual Settlement Payment; the procedures and deadlines for objecting to the Settlement, seeking exclusion from the Settlement (except PAGA Members shall have no right to exclude themselves from the PAGA portion of the Settlement), and/or disputing the number of Workweeks credited to them; and the date for the Final Approval Hearing.

1 7.2 Mailing of the Class Notice

2 Within fifteen (15) calendar days following notice by Plaintiff or the Court of the
3 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class
4 List and Data in readable Microsoft Excel spreadsheets. In no event will Class List and Data ever
5 be shared with or provided to Class Counsel.

6 Within twenty (20) calendar days after the Settlement Administrator's receipt of the Class
7 List and Data, the Settlement Administrator shall mail the Class Notice to the Class Members via
8 first-class regular U.S. mail. Class Members will have forty-five (45) calendar days from the
9 mailing of the Class Notice ("Response Deadline") to submit a Request for Exclusion (as defined
10 below), dispute, or objection. The date of initial mailing of the Class Notice by the Settlement
11 Administrator to the Class Members is the "Initial Mailing." Prior to mailing the Class Notice to
12 Class Members, the Settlement Administrator will perform one search based on the National
13 Change of Address Database information to update and correct the Class List and Data for any
14 known or identifiable address changes.

15 If, within thirty (30) calendar days of the Initial Mailing, a Class Notice is returned with a
16 forwarding address, then within five (5) calendar days of receiving the undeliverable Class Notice,
17 the Settlement Administrator shall forward the original Class Notice to the updated address via
18 first-class regular U.S. mail indicating on the Class Notice the date of such re-mailing. If a Class
19 Notice is returned within thirty (30) calendar days of the Initial Mailing as undeliverable without a
20 forwarding address, then within five (5) calendar days of receiving the undeliverable Class Notice,
21 the Settlement Administrator will promptly attempt to determine the correct address using a skip-
22 trace search, and will perform a single re-mailing to any addresses located indicating the date of the
23 re-mailing on the Class Notice. Those Class Members who receive a re-mailed Class Notice (as a
24 result of the Settlement Administrator locating an updated address by way of skip-trace search,
25 forwarding address provided by the post office, or request from the Parties or Class Members), will
26 have the later of (a) fifteen (15) calendar days from the date the Class Notice is re-mailed or (b) the
27 Response Deadline to postmark a Request for Exclusion, objection, or dispute regarding
28

1 Workweeks or PAGA Pay Periods to the Settlement Administrator (“Extended Response
2 Deadline”).

3 In the event that the procedures in this Section are followed and the intended recipient of a
4 Class Notice still does not receive the Class Notice, the intended recipient shall be bound by all
5 terms of the Settlement and any Final Approval Order and Final Judgment entered by the Court if
6 the Settlement is approved by the Court. In the event the procedures in this Section are followed
7 and a Class Member does not ultimately return a Request for Exclusion and/or the Request for
8 Exclusion is rejected by the Settlement Administrator, the Class Member shall be deemed a
9 Participating Class Member and will be bound by all terms of the Settlement and any Final
10 Approval Order and Final Judgment entered by the Court if the Settlement is approved by the
11 Court.

12 7.3 Objection to the Settlement

13 A Participating Class Member may object to the Settlement. To assert an objection to the
14 Settlement, a Participating Class Member must submit an objection to the Settlement Administrator
15 by first class U.S. mail at the address specified on the Class Notice, not later than the Response
16 Deadline, or in the instance of a re-mailed Class Notice, the Extended Response Deadline. The date
17 of the postmark will be the exclusive means for determining whether an objection has been timely
18 submitted. All objections must be in writing, which includes: (1) the objector’s full name, address,
19 last four digits of his or her Social Security number, and signature; (2) the case name and number;
20 (3) the factual and legal basis, with supporting documents, if any, on which the objection is based;
21 (4) whether the objector is represented by an attorney and providing the contact information of any
22 such attorney; and (5) whether the objector plans to appear at the Final Approval Hearing. The
23 Parties agree that the Settlement Administrator shall not disclose the last four digits of any Class
24 Member’s Social Security number to anyone except Defendant, that such information will be
25 securely held, and that those last four digits shall not be used for any purpose except to ascertain the
26 identity of the objector for administration of this Settlement. Any person who fails to timely submit
27 their written objections in the manner specified above may still appear and object at the Final
28 Approval Hearing. Participating Class Members who fail to object in the manners specified above

1 shall be deemed to have waived any objections and shall be foreclosed from making any objection
2 (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this
3 Settlement, the Participating Class Member will remain a member of the Class, and if the Court
4 grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and
5 any Final Approval Order and Final Judgment. Within three (3) business days of receipt of an
6 objection, the Settlement Administrator shall provide counsel for the Parties with a copy of the
7 objection. No later than thirty (30) calendar days before the Final Approval Hearing, the Settlement
8 Administrator shall provide counsel for the Parties with a complete list of Participating Class
9 Members who have submitted an objection. Prior to the Final Approval Hearing, the Settlement
10 Administrator shall submit copies of the objections that it has received, to the Court by way of
11 declaration.

12 7.4 Request for Exclusion from the Settlement

13 Class Members who wish to exclude themselves from the Settlement must submit a valid
14 and timely request for exclusion (“Request for Exclusion”) to the Settlement Administrator by mail,
15 postmarked on or before the Response Deadline or, in the instance of a re-mailed Class Notice, the
16 Extended Response Deadline. The date of the postmark on the return mailing envelope will be the
17 exclusive means for determining whether a Request for Exclusion has been timely submitted. A
18 Request for Exclusion must be in writing which contains: (1) the Class Member’s full name, current
19 address, last four digits of his/her Social Security number; (2) the case name and number; (3) a clear
20 statement that the Class Member wishes to be excluded from the Settlement; and (4) the Class
21 Member’s signature and the date of signature. The Parties agree that the Settlement Administrator
22 shall not disclose the last four digits of any Class Member’s Social Security number to anyone but
23 Defendant, that such information will be securely held, and that the disclosure of those last four
24 digits shall not be used for any purpose except to ascertain the identity of the individual who wishes
25 to exclude himself or herself from the Settlement for administration of this Settlement. The name
26 and last four digits of the Social Security number provided by the Class Member on the Request for
27 Exclusion must match Defendant’s records as provided to the Settlement Administrator, or match
28 Defendant’s records for that particular Class Member. The name and Social Security number

1 provided by the Class Member will be deemed to match Defendant's records only if: (1) both the
2 first name and the last name and the last four digits of the Social Security number provided by the
3 Class Member match Defendant's records; (2) the first name and the last four digits of the Social
4 Security number provided by the Class Member match Defendant's records and it appears the last
5 name has been changed as a result of a change in marital status or is a shortened or lengthened
6 version of the name that appears in Defendant's records; or (3) the last four digits of the Social
7 Security number and last name match Defendant's records and the first name provided is either a
8 nickname or a shortened or lengthened version of the name that appears in Defendant's records.
9 Each Class Member who does not submit a Request for Exclusion in compliance with this
10 paragraph will be deemed to be a Participating Class Member. Participating Class Members will be
11 bound by all terms of the Settlement Agreement and the Final Approval Order and Final Judgment.
12 Any Class Member who submits a timely, valid Request for Exclusion will not be a Participating
13 Class Member, will not be entitled to receive any Individual Settlement Payment, and will not be
14 bound by the class release in Section 6.1 of this Agreement or have any right to object, appeal, or
15 comment thereon.

16 Notwithstanding the foregoing, the Parties agree there is no statutory or other right for any
17 Class Member to opt out or otherwise exclude himself or herself from the PAGA portion of the
18 Settlement. A Class Member who submits a valid and timely Request for Exclusion and who is
19 also a PAGA Member shall still receive his or her proportionate share of the PAGA Payment and
20 shall be bound by the release of the PAGA claims during the PAGA Period described in Section
21 6.2.

22 If a Class Member submits both a Request for Exclusion and written objection to the
23 Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first
24 attempt to contact the Class Member(s) to determine if they intended to submit only the Request for
25 Exclusion or written objection. If the Settlement Administrator is unable to contact the Class
26 Member(s) within ten (10) calendar days of receiving both the Request for Exclusion and written
27 objection or if the Class Member(s) fails to respond to the Settlement Administrator within ten (10)
28 calendar days of being contacted, then only the Request for Exclusion will be deemed valid. The

1 Class Member(s)' written objection will be invalid, and the Class Member will no longer be
2 considered a Participating Class Member, will not receive his or her Individual Settlement Payment,
3 and will not be bound by the class release in Section 6.1 of this Agreement (but will be bound by
4 the release of the PAGA claims during the PAGA Period described in Section 6.2).

5 7.5 No Solicitation of Objections to or Exclusions from the Settlement

6 The Parties agree to use their best efforts to carry out the terms of this Agreement. At no
7 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
8 to submit Requests for Exclusion, objections to the Settlement, or appeal from or seek review of the
9 Court's Preliminary Approval Order, Final Approval Order, or Final Judgment, provided, however,
10 that Class Counsel may respond to any questions received from Class Members regarding the
11 Settlement and the Settlement Agreement.

12 **8. DEFENDANT'S RIGHT TO RESCIND**

13 If either (i) 10% or more of the Class Members, or (ii) a number of Class Members whose
14 Individual Settlement Payments in the aggregate are 10% or more of the Maximum Settlement
15 Amount, either opt out of and/or object to the Settlement, or if both (i) and (ii) occur, Defendant
16 may, at its election, rescind the Settlement and all actions taken in its furtherance of it will be
17 thereby null and void. If Defendant exercises this right of recession, it must do so in writing, that
18 is sent to Class Counsel. If the option to rescind is exercised, then Defendant shall be solely
19 responsible for all Settlement Administration Costs accrued to that point.

20 **9. DISPUTES REGARDING WORKWEEKS**

21 The Class Notice mailed to each Class Member will indicate the Workweeks and PAGA
22 Pay Periods credited to each Class Member and the estimated Individual Settlement Payment and/or
23 Individual PAGA Payment that he/she is to receive based upon Defendant's records and the
24 formula set forth in Section 10.2 below. If a Class Member objects to the Workweeks and/or
25 PAGA Pay Periods credited to him or her, as stated in the Class Notice, the Class Member must
26 submit written correspondence to the Settlement Administrator that is postmarked no later than the
27 Response Deadline, or in the instance of a re-mailed Class Notice, the Extended Response
28 Deadline, explaining the basis for the dispute and including any supporting documentation showing

1 that the Workweeks and/or PAGA Pay Periods credited to him or her is inaccurate. Defendant's
2 records will be presumed determinative, absent credible evidence to rebut the accuracy of the
3 Workweeks and/or PAGA Pay Periods credited to a Class Member based thereon. The Settlement
4 Administrator will evaluate the evidence submitted by the Class Member and make a
5 recommendation to the Parties as to which figures should be applied. If the Parties disagree with
6 the Settlement Administrator's recommendation, the dispute will be presented to the Court for
7 determination.

8 **10. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

9 **10.1 Settlement Amount**

10 The Maximum Settlement Amount has been agreed to by the Parties, based on analysis and
11 assessment of the value of the claims alleged in the Actions. It is expressly understood that if the
12 Court awards less than the total amounts requested to be awarded for Attorneys' Fees, Litigation
13 Costs and Expenses, the Enhancement Payment to Plaintiff, PAGA Payment, and Settlement
14 Administration Costs, or as otherwise provided herein, the difference in any such amounts will be
15 added to the Net Settlement Amount.

16 **10.2 Distribution to the Participating Class Members**

17 Individual Settlement Payments will be determined as follows: Defendant will provide the
18 Settlement Administrator with the number of Workweeks credited to each Participating Class
19 Member during the Class Period, as indicated in the Class List and Data. The Settlement
20 Administrator will then calculate the total number of Workweeks worked by all Participating Class
21 Members during the Class Period ("Total Workweeks"). To determine the Individual Settlement
22 Payment for each Participating Class Member, the Settlement Administrator will (1) divide each
23 Participating Class Member's respective Workweeks by the Total Workweeks, and (2) multiply the
24 resulting figure by the Net Settlement Amount. The Individual Settlement Payment will be reduced
25 by any required legal deductions for each Participating Class Member, provided that such legal
26 deductions will not include the employer's share of any payroll taxes, as set forth in Section 1.29
27 above. Any residual amounts of the Settlement Amount that are not distributed in full as
28 contemplated by this Agreement shall be distributed pro rata to Participating Class Members.

1 Participating Class Members will have one hundred and eighty (180) calendar days from the
2 date on which the Individual Settlement Payment check is issued, to cash or deposit the Individual
3 Settlement Payment check. If an Individual Settlement Payment check is not cashed within one
4 hundred and eighty (180) calendar days from the date of issuance, if said check represents a sum
5 that is five (5) or more times greater than the cost of sending an additional check to Participating
6 Class Members, then the uncashed Individual Settlement Payment checks will be redistributed to
7 Participating Class Members on a pro-rata basis. If the uncashed Individual Settlement Payment
8 checks represent a sum that is less than five (5) times greater than the cost of sending an additional
9 check to Participating Class Members, the Individual Settlement Payment checks will be cancelled
10 and funds associated with said cancelled check will be transmitted to the State Controller's
11 Unclaimed Property Fund in the name of the Participating Class Members, as an alternative
12 distribution for which there is good cause, under California Code of Civil Procedure Section 384(b).

13 10.3 PAGA Payment

14 The Parties agree to allocate the amount of \$137,350.00 from the Maximum Settlement
15 Amount pursuant to PAGA as the PAGA Payment. Sixty-five percent (65%) of this amount, or
16 \$89,277.50, will be paid to the LWDA and thirty-five percent (35%) of this amount, or \$48,072.50,
17 will be distributed to PAGA Members. The portion of the PAGA Payment distributed to PAGA
18 Members (i.e. \$48,072.50) shall be calculated and distributed on a pro rata basis based on PAGA
19 Members' respective number of PAGA Pay Periods during the PAGA Period. The Settlement
20 Administrator will (1) divide each PAGA Member's PAGA Pay Periods by the total number of Pay
21 Periods worked by all PAGA Members during the PAGA Period, and (2) multiply the resulting
22 figure by the portion of the PAGA Payment allocated to PAGA Members (i.e. \$48,072.50) in order
23 to yield each PAGA Member's Individual PAGA Payment.

24 In the event that the Court finds the Parties' allocation of proceeds from the Maximum
25 Settlement Amount to PAGA to be insufficient, the Parties expressly reserve the right to amend
26 this Agreement to increase the allocated amount to a level that satisfies the Court's discretion, but
27 provided that such increase does not increase the Maximum Settlement Amount.

28 10.4 Class Representative Enhancement Payment

1 For his time and effort in bringing and prosecuting the Actions, Plaintiff shall be paid
2 \$5,000, or such other lower amount as the Court may order. This Enhancement Payment shall be
3 paid to Plaintiff by the Settlement Administrator no later than ten (10) days after the Effective
4 Date. The Parties agree that a decision by the Court to award Plaintiff an amount less than the
5 amount stated above shall not be a basis for Class Counsel to void this Agreement. The
6 Settlement Administrator shall issue a Form 1099 – MISC, Box 3 for the Enhancement Payment.
7 Any amounts awarded for an Enhancement Payment to Plaintiff less than the amount listed above
8 will result in the non-awarded funds being part of the Net Settlement Proceeds available for
9 distribution to the Participating Class Members. Plaintiff shall be solely and legally responsible to
10 pay any and all applicable taxes on this payment and shall hold harmless Defendant from any
11 claim or liability for taxes, penalties or interest arising as a result of the payment. This
12 Enhancement Payment shall be in addition to Plaintiff's share of the Net Settlement Proceeds as a
13 Participating Class Member.

14 Defendant makes no representations as to the tax treatment or legal effect of the payments
15 called for herein, and Plaintiff is not relying on any statement or representation by Defendant in
16 this regard. Plaintiff understands and agrees that he will be solely responsible for the payment of
17 any taxes and penalties assessed on the payment described herein.

18 10.5 Attorneys' Fees and Litigation Costs and Expenses

19 Class Counsel shall be entitled to apply to the Court for attorneys' fees payable to Class
20 Counsel in the amount of up to one-third (1/3) of the Maximum Settlement Amount, which is
21 \$457,833.33 ("Attorneys' Fees"), and litigation costs and expenses in an amount not to exceed
22 \$40,000.00 ("Litigation Costs and Expenses"). The amounts set forth above for Attorneys' Fees
23 and Litigation Costs and Expenses will cover all work performed and all fees and costs incurred by
24 Class Counsel to date, and all work to be performed and all fees to be incurred in connection with
25 the litigation of the Actions, seeking preliminary and final approval by the Court of this Settlement
26 and Agreement, the administration of the Settlement, seeking and obtaining a Preliminary Approval
27 Order and Final Approval Order, and obtaining Final Judgment. Class Counsel is solely
28 responsible for providing completed IRS W-9 forms to the Settlement Administrator prior to

1 distribution. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel
2 reflecting the awarded Attorneys' Fees and Litigation Costs and Expenses. Should Plaintiff and/or
3 Class Counsel request a lesser amount for Attorneys' Fees and/or the Court approves a lesser
4 amount, the difference between the lesser amount and \$ 457,833.33 will be a part of the Net
5 Settlement Amount. Should Plaintiff and/or Class Counsel request a lesser amount for its Litigation
6 Costs and Expenses and/or the Court approves a lesser amount, the difference between the lesser
7 amount and \$40,000.00 will be added to the Net Settlement Amount. In consideration of their
8 awarded Attorneys' Fees and Litigation Costs and Expenses, Class Counsel waives all claims to
9 any further attorneys' fees and expenses in connection with the litigation of the Actions. Class
10 Counsel shall assume full responsibility and liability for the payment of taxes due on such awards.

11 10.6 Defendant's payment of the Attorneys' Fees and Litigation Costs and Expenses
12 awarded to Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to
13 any person, attorney, or law firm for attorneys' fees, costs, or expenses in the Actions incurred by
14 any attorney on behalf of the Plaintiff, the Class Members, and the PAGA Members, and shall
15 relieve Defendant, the Settlement Administrator, and Defendant's counsel of any other claims or
16 liability to any other attorney or law firm for any attorneys' fees, costs, and expenses to which any
17 of them may claim to be entitled on behalf of Plaintiffs and/or the Class Members and PAGA
18 Members.

19 10.7 Settlement Administrator

20 Subject to approval by the Court, the Parties agree that the fees and expenses of the
21 Settlement Administrator in relation to services rendered in administration of the Settlement of the
22 Actions shall be deducted from the Maximum Settlement Amount. The estimate of fees and
23 expenses of the Settlement Administrator is \$12,250.00 ("Settlement Administration Costs"). If the
24 Settlement Administrator's actual costs are lower than, or the Court awards less than the total
25 amount allocated for Settlement Administration Costs, the difference in any such amounts will be a
26 part of the Net Settlement Amount.

27 The Settlement Administrator shall have the authority to mail the Class Notice; establish a
28 qualified settlement fund account and administer the Maximum Settlement Amount; and disburse

1 funds from the Maximum Settlement Amount in accordance with this Agreement. The Settlement
2 Administrator shall calculate the Individual Settlement Payments to be paid to the Participating
3 Class Members in accordance with the terms and provisions of this Agreement; calculate the
4 Individual PAGA Payments to be paid to PAGA Members in accordance with the terms and
5 provisions of this Agreement; distribute the Class Notice; determine eligibility for payment to a
6 Class Member or PAGA Member; resolve any disputes regarding the Workweeks and/or PAGA
7 Pay Periods credited to each Class Member and/or PAGA Member; keep track of those Class
8 Members requesting to be excluded from the Settlement, and provide information regarding
9 objections and Requests for Exclusion to the Parties' counsel; mail the Individual Settlement
10 Payment checks to Participating Class Members and Individual PAGA Payment checks to PAGA
11 Members; undertake require tax withholdings and reporting; and perform such other tasks necessary
12 to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the
13 Parties to perform. The Settlement Administrator shall regularly report to the Parties, in written
14 form, the substance of the work performed.

15 The Settlement Administrator will submit to the Court, in conjunction with the motion for
16 final approval, a declaration providing, among other things, the number of Class Notices it mailed
17 to the Class Members, the number of Class Notices that it re-mailed, the number of Class Notices
18 that were ultimately undeliverable, the number of Requests for Exclusion and objections that it
19 received, the number of defective Requests for Exclusion and objections that it received, the total of
20 its charges for services rendered, and the anticipated future charges contemplated in order to bring
21 the administration of the Settlement and distribution of payments to completion.

22 Any disputes relating to the Settlement Administrator's ability and need to perform its
23 duties shall be referred to the Court.

24 10.8 Time for Funding of the Settlement

25 Prior to the Effective Date of the Settlement, Defendant will not be required to fund the
26 Settlement, in whole or in part, through the Settlement Administrator or any third party. Within
27 thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement
28 Administrator with sufficient funds to make all the payments required under this Settlement.

1 10.9 Time for Distribution

2 Within 30 calendar days after receipt of the Maximum Settlement Amount from Defendant,
3 the Settlement Administrator shall make the following payments as approved by the Court:

4 (1) Individual Settlement Payments to Participating Class Members; (2) Individual PAGA
5 Payments to PAGA Members; (3) the Attorneys' Fees; (4) the Litigation Costs and Expenses; (5)
6 the Enhancement Payment to Plaintiff (which shall be delivered to Class Counsel); (6) the portion
7 of the PAGA Payment to the LWDA; and (7) the Settlement Administration Costs.

8 10.10 Allocation

9 All Individual Settlement Payments will be allocated as follows: 20% as wages ("wage
10 portion") and 80% as penalties, any other non-taxable items, and interest. The wage portion of each
11 Individual Settlement Payment will be subject to W-2 reporting and, therefore, normal employee's
12 share of payroll taxes and withholdings will be deducted pursuant to applicable state and federal
13 law. Defendant shall be responsible for paying employer-side taxes separately from the Settlement
14 Amount. Participating Class Members will be issued an IRS Form 1099 for the portion of their
15 Individual Settlement Payments that is treated as interest and penalties and any other non-taxable
16 items, and will assume full responsibility and liability for the payment of taxes due on such awards,
17 if any. All Individual PAGA Payments will be allocated as 100% penalties and interest and PAGA
18 Members will be issued an IRS Form 1099 for their Individual PAGA Payment, and will assume
19 full responsibility and liability for the payment of taxes due on such awards, if any. The Parties
20 make no representations about the tax consequences to the portion of the Individual Settlement
21 Payments representing interest and penalties.

22 10.11 Escalator

23 Defendant estimated that, from the period of August 1, 2021 to June 30, 2025, there were a
24 total of approximately 68,675 workweeks. This number would be expected to increase
25 proportionally for the passage of time since that date as the Class Period ends on January 1, 2026.
26 Should the number of Workweeks during the Class Period increase beyond 10% (i.e. increase by
27 6,868) of the estimated number of workweeks (i.e. is 75,543 Workweeks or more), then Defendant
28 at its sole discretion, shall make an election that one of the following occur: (1) the Maximum

Settlement Amount shall be increased on a pro rata basis according to the number of additional Workweeks over the 10% cap multiplied by the Workweek Value; or (2) the Class Period and PAGA Period (as well as the end date for the release period) will end on the date that the number of Workweeks worked by Class Members reaches 75,543 Workweeks. The workweek value shall be calculated by dividing the Maximum Settlement Amount by 68,675. The Parties agree that the workweek value amounts to \$20.00 per workweek (\$1,373,500.00 / 68,675 workweeks). Thus, for example, should there be 78,976 Workweeks in the Class Period, and Defendant selects option (1) above, then the Maximum Settlement Amount shall be increased by \$68,660.00 (78,976 workweeks – 75,543 x \$20.00/workweek). Defendant shall make its election regarding the above no later than 30 days after full execution of this Agreement. Should Defendant fail to make its election within the above timeframe, then option (2) shall automatically apply.

11. INTEREST

The Maximum Settlement Amount includes any and all interest accruals and no additional interest shall be due under any circumstances.

12. TAXATION

12.1 Plaintiff, Participating Class Members, and PAGA Members represent and warrant that they understand that it is their sole obligation to pay appropriate federal, state, and local income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable income.

12.2 CIRCULAR 230 DISCLAIMER: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31

1 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
2 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
3 ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
4 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
5 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
6 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
7 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
8 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
9 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
10 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
11 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
12 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
13 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
14 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
15 AGREEMENT.

16 **13. COURT APPROVAL**

17 13.1 The Parties agree that no later than ten (10) days after signing this Agreement,
18 and as a condition of settlement, the Parties will stipulate to the consolidation of the Class
19 Action and PAGA Action, both currently pending in Los Angeles Superior Court, with the Class
20 Action as the lead case

21 13.2 Following the Preliminary Approval Order, if Defendant does not exercise its right
22 to cancel the Settlement solely as provided for herein, a motion for final approval of the
23 Settlement will be filed by Class Counsel, which, if not separately filed by Class Counsel, will
24 include a request for Attorneys' Fees, and Litigation Costs and Expenses, as provided for herein,
25 which Defendant will not oppose. The Parties agree to take all steps as may be reasonably
26 necessary to secure final approval of the Settlement as quickly as possible, to the extent not
27 inconsistent with the terms of this Agreement, and will not take any action adverse to each other in
28 obtaining Court approval, and, if necessary, appellate approval, of the Agreement in all respects.

1 13.3 If the Court does not grant preliminary approval and/or final approval of the
2 Settlement, or if the Court's Final Approval Order and Final Judgement are reversed or materially
3 modified on appeal, then this Settlement will become null and void.

4 13.4 In the event the Court declines to enter the Final Approval Order and Final
5 Judgment, this Agreement shall be null and void and any order or judgment entered by the Court
6 in furtherance of this Agreement shall be treated as void. In such a case, the Parties and any funds
7 to be awarded under this Settlement shall be returned to their respective statuses as of the date and
8 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all
9 respects as if this Agreement had not been executed, except that any fees and expenses already
10 reasonably incurred by the Settlement Administrator shall be paid by Defendant.

11 **14. MISCELLANEOUS PROVISIONS**

12 14.1 No Effect on Regular Rate or Overtime Compensation. Participating Class Members
13 and PAGA Members will receive payment under the Settlement, as determined by the Settlement
14 Administrator in accordance with this Agreement. The Parties agree that this payment is not
15 viewed as additional compensation for purposes of calculating a "regular rate" of pay under
16 California or federal law for the period during which it is received, and no additional overtime
17 compensation is required as a result of such payment; further, any claim to entitlement to any
18 additional overtime compensation is expressly waived under the terms of this Agreement. No
19 person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, any Class
20 Members or PAGA Members, Class Counsel, or the Settlement Administrator based upon
21 distributions and payments made in accordance with this Agreement.

22 14.2 No Effect on Employee Benefits. The Enhancement Payment, Individual Settlement
23 Payments and/or Individual PAGA Payments to be paid to Plaintiff, Participating Class Members,
24 and PAGA Members shall be deemed not to be pensionable earnings and shall not have any effect
25 on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay,
26 retirement plans, 401k plans, sick leave plans, PTO plans, etc.) of Plaintiff, any Participating Class
27 Members or any PAGA Members. Such payments do not represent any modification of Plaintiff's,
28 Participating Class Members', or PAGA Members' previously credited hours of service or other

1 eligibility criteria under any employee pension benefit plan or employee welfare benefit plan
2 sponsored by Defendant. Further, any Individual Settlement Payment, Individual PAGA Payment,
3 or Enhancement Payment shall not be considered “compensation” in any year for purposes of
4 determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee
5 welfare benefit plan sponsored by Defendant.

6 14.3 Headings. The descriptive headings of any paragraphs or sections of this Agreement
7 are inserted for convenience of reference only and do not constitute a part of this Agreement.

8 14.4 Final Agreement. This Agreement constitutes the exclusive and final understanding
9 and expression of all agreements between the Parties with respect to the resolution of the Actions,
10 and supersedes all prior agreements and understandings between the Parties relating to the subject
11 matter hereof. Plaintiff, on behalf of himself and on behalf of the Class Members, PAGA
12 Members, and LWDA, and Defendant enters into this Agreement based solely upon its terms and
13 not in reliance upon any representations or promises other than those contained in this Agreement.

14 14.5 Amendment or Modification. This Agreement may be amended or modified only by
15 a written instrument signed by counsel for the Parties, or their successors, and approved by the
16 Court.

17 14.6 Counterparts/Facsimile. This Agreement may be executed in one or more actual or
18 telecopied counterparts, all of which will be considered one and the same instrument and all of
19 which will be considered duplicate originals. A signature by facsimile on this Agreement shall be as
20 legally binding as an original signature.

21 14.7 Authority. Counsel for all Parties represent and warrant they are expressly
22 authorized by the Parties whom they represent to negotiate this Agreement and to take all
23 appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to
24 effectuate its terms, and to execute any other documents required to effectuate the terms of this
25 Agreement. The Parties and their counsel will cooperate with each other and use their best efforts
26 to effectuate the implementation of the Settlement. In the event that the Parties are unable to reach
27 agreement on the form or content of any document needed to implement the Settlement, or on any
28 supplemental provisions that may become necessary to effectuate the terms of the Settlement, the

1 Parties shall seek the assistance of the Court to resolve such disagreement. The person signing this
2 Agreement on behalf of Defendant represents and warrants that they are authorized to sign this
3 Agreement on their behalf.

4 14.8 Binding on Successors and Assigns. This Agreement shall be binding upon, and
5 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

6 14.9 Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in the
7 Actions in abeyance, except such proceedings necessary to implement and complete the Settlement,
8 pending the Final Approval Hearing to be conducted by the Court.

9 14.10 Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel
10 believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the
11 Actions and have arrived at this Agreement through arm's-length negotiations, considering all
12 relevant factors, current and potential.

13 14.11 Cooperation and Drafting. Each of the Parties has cooperated in the drafting and
14 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
15 not be construed against any of the Parties.

16 14.12 Invalidity of Any Provision. Before declaring any provision of this Agreement
17 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
18 consistent with applicable precedents so as to define all provisions of this Agreement as valid and
19 enforceable.

20 14.13 Plaintiff's Waiver of Right to Be Excluded. By signing this Agreement, Plaintiff is
21 bound by the terms herein stated and further agrees not to submit a Request for Exclusion from the
22 Settlement. Any such Request for Exclusion shall therefore be void and of no force or effect.
23 Plaintiff also agrees to not disparage the Settlement to Class Members or PAGA Members or
24 encourage, in any way, Class Members to submit or not to submit a Request for Exclusion. In
25 addition, neither Plaintiff nor Class Counsel will initiate any contact with Class Members or PAGA
26 Members about the amount or terms of the Settlement.

27 14.14 Publicity. Plaintiff and Class Counsel agree that they will not issue any press
28 releases, initiate any contact with the press, respond to any press inquiry or have any

1 communication with the press about the amount or terms of the Settlement. Class Counsel may
2 respond to press inquiries by stating the matter has been resolved and refer the press to court
3 filings. In addition, Plaintiff and Class Counsel agree that they will not engage in any advertising
4 or distribute any marketing materials specifying any material terms relating to the Settlement of
5 this case, including but not limited to any postings on any websites maintained by Class Counsel
6 and including but not limited to the identity of Defendant and/or any information that identifies
7 Defendant. The settlement administrator shall not create nor maintain any website regarding this
8 Settlement at any time. Any communication about the Settlement to Class Members prior to the
9 Court-approved mailing will be limited to a statement that a settlement has been reached and the
10 details will be communicated in a forthcoming Court-approved notice. Plaintiff is prohibited from
11 discussing the terms or the fact of the settlement with third parties other than (1) his immediate
12 family members, and/or (2) his accountants or lawyers as necessary for tax purposes.

13 14.15 Defense. To the extent permitted by law, this Settlement may be plead as a full and
14 complete defense to, and may be used as the basis for an injunction against, any action, suit, or
15 other proceeding that may be instituted, prosecuted, or attempted with respect to the Released Class
16 Claims against the Released Parties in breach of or contrary to the Settlement.

17 14.16 Final Judgment. The Parties agree that, upon final approval of the Settlement, a
18 Final Judgment will be made and entered, resolving the Actions in their entirety.

19 14.17 Breach. Notwithstanding Section 10.5, for any breach of contract claim arising from
20 a material breach of this Agreement, the court shall award attorneys' fees and costs in accordance
21 with applicable law.

22 WHEREFORE, Plaintiff, on behalf of himself and the Participating Class Members,
23 PAGA Members, and LWDA, and Defendant, have executed this Agreement as of the dates set
24 forth below.

25
26 Executed on: 07/24/2026

Marcus G Cook Jr

PLAINTIFF MARCUS GARVEY JR COOK

27
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Executed on: 7/28/2026

DocuSigned by:
Clara Lim
046F38375E6C421...
DEFENDANT ALLIANCE COLLEGE-READY
PUBLIC SCHOOLS

AGREED AS TO FORM ONLY:

David D. Bibiyan
07/24/2026
David D. Bibiyan
Vedang J. Patel
Megan R. Lazar
Counsel for Plaintiff

Signed by:
Frances Hernandez 7/28/2026
8322645A079B4FB...
Frances M. K. Hernandez
Lauren J. Blaes
Counsel for Defendant

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1 **NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT**

2 ***(Marcus Garvey Jr Cook v. Alliance College Ready-Ready Public Schools, et al., Los***
3 ***Angeles Superior Court Case No. 24STCV27363)***

4 **YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO**
5 **NOT ACT. PLEASE READ THIS NOTICE CAREFULLY**

6 **WHAT IS IN THIS NOTICE**

1.	Why Should You Read This Notice?	Page 1
2.	What Is the Case About?	Page 2
3.	How Much Can I Expect to Receive?	Page 2
4.	What Is the Class Action Settlement?	Page 3
5.	Why Did Alliance Join in this Notice?.....	Page 3
6.	Who Is the Plaintiff in this Class Action?	Page 3
7.	Who Are the Attorneys Representing the Parties?	Page 3
8.	What Are My Rights? How Will My Rights Be Affected?	Page 4
9.	Deductions from the Settlement Fund	Page 6

11
12 **1. *Why Should You Read This Notice?***

13 You have received this Notice because records indicate that you are a Class Member. The
14 settlement will resolve all Class Members' claims described below during the Settlement
15 Class Period.

16 This Notice tells you of your right to share in the settlement. There was a hearing on
17 _____, 2026 at 1:30 p.m. in Department 10 of Los Angeles Superior Court located at
18 _____ before the Honorable William F. Highberger. As a result of the hearing,
19 Judge Highberger granted preliminary approval for settlement of a class of current and
20 former employees of Alliance who were or are employed by Alliance as non-exempt
21 employees and directed that you receive this Notice.

22 The terms "Class" or "Class Members" means all current and former non-exempt employees
23 of Alliance who were or are employed by Alliance within the State of California at any time
24 during the Settlement Class Period. The term "Settlement Class Period" means the
25 following period: August 1, 2021 through January 1, 2026.

26 Judge Highberger will hold a Final Approval Hearing concerning the proposed settlement
27 on _____ at 1:30 p.m., in Department 10 at _____. The Final
28 Approval Hearing may be continued to another date without further notice.

23 **2. *What Is the Case About?***

25 A former employee of Alliance, Marcus Garvey Cook, Jr. ("Plaintiff"), asserted wage-hour
26 claims against Alliance. Plaintiff asserts claims against Alliance on behalf of current and
27 former non-exempt employees of Alliance who were or are employed in the State of
28 California during the Settlement Class Period based on the following categories of
allegations: (1) unpaid overtime; (2) unpaid minimum wages; (3) failure to provide meal
periods; (4) failure to provide rest periods; (5) failure to timely pay final wages at
termination; (6) non-compliant wage statements; (7) failure to timely pay wages; (8)
failure to indemnify business expenses; (9) violation of Labor Code Section 227.3; (10)

1 unfair business practices; and (11) violation of the Labor Code Private Attorneys General
2 Act of 2004 ("PAGA") arising out of the alleged claims (the "Action").

3 Alliance denies the allegations raised in the Action and asserts that it has no liability for
4 any of Plaintiff's or the Class Members' claims under any statute, wage order, regulation,
5 common law, or equitable theory. The Parties reached a settlement subject to court
6 approval as represented in the Class and Representative Action Settlement (the "Settlement
7 Agreement").

8 **3. How Much Can I Expect to Receive?**

9 Alliance will pay up to \$1,373,500.00 to cover the settlement including attorneys' fees and
10 costs, costs of administering the settlement, the class representative enhancement payment,
11 and payment of civil penalties to the California Labor and Workforce Development
12 Agency ("LWDA") (the "Settlement Fund"). After deductions of the preceding amounts,
13 what remains of the Settlement Fund ("Net Settlement Proceeds") will be available to pay
14 all Individual Settlement Payments to Participating Class Members. Individual Settlement
15 Payments will be determined based on each Participating Class Member's total workweeks
16 worked during the Settlement Class Period.

17 **EACH CLASS MEMBER WILL RECEIVE APPROXIMATELY \$ ____ FOR EVERY
18 WORKWEEK HE OR SHE WORKED DURING THE SETTLEMENT CLASS
19 PERIOD.**

20 **ALLIANCE'S RECORDS INDICATE YOU WORKED APPROXIMATELY ____
21 WORKWEEKS DURING THE SETTLEMENT CLASS PERIOD.**

22 **BASED ON THIS ESTIMATE, YOUR ESTIMATED INDIVIDUAL SETTLEMENT
23 PAYMENT IS \$ _____, TO BE ISSUED IN ONE CHECK LESS APPLICABLE
24 TAXES.**

25 If you dispute the information regarding the number of workweeks worked as set forth
26 above, you must mail a written statement to the Settlement Administrator, at the address
27 below, explaining your disagreement and return it along with any documentation relating
28 to your disagreement, such as itemized wage statements, timesheets or personnel records,
and it must be postmarked no later than [45 days from mailing date _____, 2026].
Late workweek dispute letters will not be considered.

**NOTE: UNLESS YOU DISPUTE THE INFORMATION AS SET FORTH ABOVE
OR OPT OUT OF THE SETTLEMENT, YOU WILL AUTOMATICALLY BE
SENT AN INDIVIDUAL SETTLEMENT PAYMENT FROM THE SETTLEMENT
FUND BASED ON THE NUMBER OF WORKWEEKS LISTED IN THE
SETTLEMENT ADMINISTRATOR'S RECORDS.**

It is your responsibility to ensure that the Settlement Administrator has timely received
your workweek dispute letter if you are disputing the information on this Notice. You may
contact the Settlement Administrator at the toll-free number listed below to ensure it has
been received.

It is also your responsibility to keep a current address on file with the Settlement
Administrator to ensure receipt of your Settlement Payment.

1 **4. What is the Class Action Settlement?**

2 The court must approve the terms of the settlement described below as fair and reasonable
3 to the Class. The settlement will affect all members of the Class. You may get money
4 from the class action settlement. This Notice explains the terms of the settlement, the
5 amount of money you may get, and your rights.

6 **5. Why Did Alliance Join in this Notice?**

7 Alliance does not admit to any of the claims alleged in the Action and denies that it owes
8 money for any of the claims in this matter. Alliance is settling the Action as a
9 compromise. Alliance reserves the right to object to and defend itself against any claim if
10 for any reason the settlement fails. More information about the settlement, including a
11 copy of the Settlement Agreement, is available from the Settlement Administrator.

12 **6. Who Is the Plaintiff in this Class Action?**

13 Marcus Garvey Cook, Jr. is the Plaintiff and Class Representative in this class action
14 litigation. He is acting on behalf of himself and on behalf of other current and former non-
15 exempt employees of Alliance in California during the Settlement Class Period.

16 **7. Who Are the Attorneys Representing the Parties?**

17 Attorneys for Plaintiff & the Class are:

18 David D. Bibiyan, Esq.
19 Vedang J. Patel, Esq.
20 Megan R. Lazar, Esq.
21 **BIBIYAN LAW GROUP, P.C.**
22 1460 Westwood Boulevard
23 Los Angeles, California 90024
24 Tel: (310) 438-5555 | Fax: (310) 300-1705
25 Email: david@tomorrowlaw.com;
26 vedang@tomorrowlaw.com;
27 megan@tomorrowlaw.com

28 Attorneys for Alliance are:

Frances M. K. Hernandez, Esq.
Lauren J. Blaes, Esq.
SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP
650 Town Center Drive, 10th Floor
Costa Mesa, California 92626-1993
Tel: (714) 513-5100
Fax: (714) 513-5130

8. What are my Rights? How Will My Rights Be Affected?

Participating in the Settlement

Under the settlement, you will **automatically** receive an Individual Settlement Payment unless you opt-out by following the opt-out procedure set forth below.

This Notice states the approximate number of workweeks you worked as a non-exempt employee during the Settlement Class Period. Your Individual Settlement Payment will be based on those numbers. **If the information on this Notice is correct, then you do not need to take any further action to receive a Settlement Payment.**

1 If you believe that the information shown in this Notice is incorrect, you must mail a
2 written statement to the Settlement Administrator, at the address below, explaining your
3 disagreement and return it along with any documentation relating to your disagreement,
4 such as itemized wage statements, timesheets or personnel records, and it must be
postmarked no later than _____, 2026. If there is a dispute about the
workweeks worked, the Settlement Administrator will review Alliance's records and your
records to attempt to resolve the dispute.

5 If you are a current employee, your decision as to whether or not to participate in this
6 settlement will not affect your employment with Alliance.

Opting Out of the Settlement

7 If you wish to be excluded from participating in the settlement, you must mail a written
8 statement to the Settlement Administrator, at the address below, requesting to be excluded
9 from the settlement. To be considered valid, your request for exclusion must be in writing,
10 dated and signed by you, and contain your full name, current address, and the last four
11 digits of your Social Security number. Your request for exclusion must also clearly
indicate that you desire to be excluded from the settlement. To be considered timely, your
request for exclusion must be postmarked no later than **[45 days from mailing
date]** _____, 2026. Late requests for exclusion will not be considered.

12 If you file a timely and valid written request for exclusion, you will no longer be a member
13 of the Class, and you will not be eligible to receive money under the settlement or object to
14 the terms of the settlement. However, you will not be bound by the terms of the
Settlement Agreement.

Objecting to the Settlement

15 If you wish to object to the settlement, you must mail a written objection to the Settlement
16 Administrator at the address below. The objection must state with particularity the basis
17 on which you object to the settlement. All objections must be mailed no later than **[45
days from mailing date]** _____, 2026. Late objections will not be considered.

18 If you timely mail copies of any written objections to the Settlement Administrator, and
19 also timely provide written notice of an intention to be heard by the court, you may also
appear at the Final Approval Hearing set for _____ **at 1:30 p.m.** in
20 Department 10 at _____ before the Honorable William F. Highberger, and discuss
your objections with Judge Highberger and the Parties. The Final Approval Hearing may
be continued to another date without further notice.

21 If you intend to object to the settlement, you may still receive your share of the settlement
22 amount. If the court approves the settlement despite any objections, an Individual
23 Settlement Payment will be sent to you.

Effect of the Settlement on Your Rights

24 If the proposed settlement is approved by the court, upon the effective date of the
25 Settlement Agreement, all Class Members who have not filed timely, valid requests for
26 exclusion, on behalf of themselves, and on behalf of their successors, assigns, and/or
agents, shall fully and finally release and discharge Alliance and each of its past, present
and future agents, employees, servants, officers, directors, partners, trustees,
27 representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity
sponsors, related companies/corporations and/or partnerships, divisions, assigns,
28 predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates,

1 alter-egos, and affiliated organizations, and all of their respective past, present and future
2 employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents,
3 subsidiaries, and assigns, and each of them (collectively, the "Released Parties"), from the
4 "Released Claims."

5 The Released Claims include: all claims, debts, liabilities, demands, actions, or causes of
6 action under state, federal or local law, whether statutory, common law or administrative,
7 that were asserted in the Action, or that reasonably could have been asserted based on the
8 facts and/or claims alleged in the Action, including but not limited to all state and/or
9 federal wage and hour claims, failure to pay all wages due, including minimum wages,
10 straight time compensation, overtime compensation, double-time compensation, reporting
11 time compensation, and interest; failure to pay all split shift premiums; failure to provide
12 one day's rest in seven day workweek; the calculation of the regular rate of pay; wages
13 related to alleged illegal time rounding and/or alleged manipulation of time entries; failure
14 to provide compliant meal periods; failure to provide compliant rest periods; failure to
15 provide compliant cooldown periods; failure to pay proper meal period, rest period and/or
16 cooldown rest period premiums; wages and/or penalties related to alleged auto-deduction
17 of meal periods; failure to permit employees to leave the premises during meal and/or rest
18 periods; failure to pay overtime compensation, double-time compensation, meal, rest
19 period, and cooldown period premiums, sick pay, and reporting time pay at the regular rate
20 of pay; payment for all hours worked, including off-the-clock work; failure to properly
21 implement an alternative workweek schedule; failure to provide accurate itemized wage
22 statements; failure to reimburse business expenses; failure to timely pay all wages during
23 employment; failure to timely pay all wages due at separation of employment; improper or
24 unauthorized deductions; failure to reimburse deposits made, including uniform deposits,
25 and all interest; failure to provide suitable seating; failure to provide proper paid sick
26 leave; failure to permit use of paid sick leave; failure to provide notice of paid sick leave;
27 failure to pay all accrued and unused vacation/PTO upon separation; failure to maintain
28 and keep accurate records, including payroll records and records of hours worked and meal
periods; failure to permit inspection of records; failure to provide written notice under
Labor Code section 2810.5; failure to provide suitable seating; failure to provide suitable
resting facilities; failure to provide adequate sanitation facilities; failure to provide all
temporary workers with owed wages weekly; failing to pay all gratuities left by patrons for
employees; collecting, taking, or receiving gratuities left for employees; deducting
amounts from wages due to employees on account of gratuities, or crediting gratuities as
part of wages due; failing to keep accurate records of gratuities; conducting unlawful
background checks; improperly relying on salary history information of applicants;
requiring employee to execute a release of claim or right on account of wages due, or to
become due, or made as an advance on wages, as a condition of being paid; causing wages
earned by plaintiff to be charged back or kicked back to Alliance; issuing payment of
wages by an acknowledgment of indebtedness or other thing redeemable in merchandise or
some form otherwise than in money; preventing employees from using/disclosing skills,
knowledge and experience obtained at Alliance for purposes of competing; preventing
employees from disclosing violations of law; preventing employees from engaging in
lawful conduct during non-work hours; preventing employees from engaging in politics or
becoming a candidate for public office; requiring employees to agree to terms and
conditions prohibited by law; requiring employees to agree to confidentiality policies that
restrain trade; employing minors; unfair business practices; penalties, including but not
limited to recordkeeping penalties, wage statement penalties, meal/rest period penalties,
minimum wage penalties, and waiting-time penalties; interest; attorneys' fees and costs;
and including and not limited to, all claims arising under the California Labor Code
(including but not limited to Sections 96, 98.6, 200-204, 204a, 204.1, 204.2, 205, 205.5,
206, 206.5, 210, 212, 213, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5,
226, 226.2, 226.3, 226.7, 226.8, 227.3, 231, 232, 232.5, 233, 235, 245, *et seq.*, 246, 256,
351, 353, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 450, 510, 511, 512, 516, 550, 551,

1 552, 558, 558.1, 1101, 1102, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
2 1197.2, 1197.5, 1198, 1198.5, 1199, 1290, 1292, 1293, 1293.1, 1294.1, 1301, 1391, 1475,
3 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 2673, 2800, 2802,
4 2698 *et seq.*, and 2699 *et seq.*, 2810.3, 2810.5, 3366, 3457, 8397.4); Educational Code
5 Sections 49112 and 49116; the Wage Orders of the California Industrial Welfare
6 Commission, including but not limited to IWC Wage Order No. 4 (Cal. Code Regs., tit. 8,
7 Section 11040); the California Private Attorneys General Act of 2004 ("PAGA");
8 California Code of Regulations, Title 8, Section 3395; California Business and Professions
9 Code Sections 16600, 16700, and 17200, *et seq.*; California Government Code Section
10 12952; California Code of Civil Procedure, including but not limited to Sections 1021.5
11 and 1032; the California Civil Code, including but not limited to Sections 3287, 3336, and
12 3294; and the Fair Labor Standards Act, 29 U.S.C. Section 201, *et seq.* This release
13 excludes the release of claims not permitted by law.

14 Class Members agree to release any further attempt, by lawsuit, administrative claim or
15 action, arbitration, demand, or other action of any kind by each and all of the Class
16 Members (including participation to any extent in any class or collective action), to obtain
17 a recovery against any of the Released Parties that is reasonably related to the Released
18 Claims for harms arising during the Settlement Class Period.

19 If the conditions of the settlement (as described in this Notice) are met, and after the court
20 finally approves the settlement and it is confirmed by the court, Individual Settlement
21 Payments will be mailed to Class Members who have not opted out of the settlement.

22 **9. *Deductions from the Settlement Fund.***

23 **PAGA Payment to the LWDA:**

24 The amount of \$137,350.00 will be allocated from the Settlement Fund as penalties under
25 the PAGA, and by law, sixty-five percent (65%) of the PAGA penalties must be paid to the
26 LWDA to settle a claim for PAGA penalties. Accordingly, the Parties have agreed that a
27 payment of \$89,277.50 will be made from the Settlement Fund to the LWDA, and the
28 remaining \$48,072.50 will be distributed to certain Class Members as individual PAGA
payments.

29 **Attorneys' Fees:**

30 The attorneys for the Class Representative and the Class will be paid from the Settlement
31 Fund. The attorneys are seeking a fee of \$457,833.33 (thirty-five percent of the gross
32 Settlement Fund amount) and costs up to \$40,000.00. The actual amounts of attorneys'
33 fees and costs will be determined by the court.

34 **Class Representative Service Awards:**

35 Plaintiff is seeking an enhancement award of \$5,000 for his services in this Action. The
36 actual amounts awarded to Plaintiff will be determined by the court and will be paid from
37 the Settlement Fund.

38 **Settlement Administrator's Fees:**

39 An independent third-party Settlement Administrator, Apex Class Action Administration,
40 was appointed by the court at the time of the preliminary approval hearing to administer
41 the settlement, to send this Notice to you, and to handle the settlement process. All costs

1 and expenses for their services, estimated to be approximately \$12,250.00, will be paid
2 from the Settlement Fund.

3 **IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may
4 call the Settlement Administrator at the telephone number listed below, toll free. Please
5 refer to the Alliance Class Action Settlement. All papers filed in this matter, including a
6 copy of the application for fees and costs and service awards, will be available for review
via the Courthouse and via the Civil Case Information Website for the Superior Court of
California, County of Los Angeles, available online at
<https://www.lacourt.ca.gov/pages/lp/access-a-case>.

7 [INSERT CONTACT INFORMATION FOR CLAIMS ADMINISTRATOR]

8 **PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT**
9 **THIS SETTLEMENT OR THE SETTLEMENT PROCESS. PLEASE DO NOT**
10 **CONTACT ALLIANCE, ALLIANCE'S MANAGERS, OR ALLIANCE'S**
11 **ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE**
12 **SETTLEMENT PROCESS.**

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Dated: _____