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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SANDRA BRAVO, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

FOOTHILL CHILD DEVELOPMENT SERVICES, INC., a California Corporation; and DOES 1 through 100,

Defendants.

Case No.: 24STCV18240

[*Case Assigned for all purposes to the Hon. Timothy Patrick Dillon, Dept. SSC-15*]

DECLARATION OF ANDREW J. ROWBOTHAM IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: January 13, 2027
Time: 10:00 a.m.
Dept.: SSC-15

Complaint Filed: July 23, 2024
Trial Date: None Set

DECLARATION OF ANDREW J. ROWBOTHAM

I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at Haines Law Group, APC, and I serve as counsel for Plaintiff Sandra Bravo ("Plaintiff") in this action. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration, including facts learned through my work on this case, my review of pleadings and case records, my communications with Plaintiff and defense counsel, my review of documents and data produced by Defendants, and my review of records maintained by my firm. If called as a witness, I could and would testify competently to the facts stated herein.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in plaintiff-side employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour matters and wrongful termination actions.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately 60 active wage and hour class and representative actions, including a number of hybrid actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure. In these matters, I play a significant role in developing case strategies and discovery plans and in analyzing timekeeping, payroll, personnel, and policy data on a classwide basis. My responsibilities also include: investigating potential cases; conducting client and witness interviews; preparing for, taking, and defending depositions of plaintiffs, putative class members, and corporate witnesses; researching and drafting law and motion, including motions to compel, motions for class certification, dispositive motions, and motions for preliminary and final approval; arguing motions and attending case management and other court hearings; negotiating class and representative action settlements and drafting long-form

settlement agreements; and working with settlement administrators to implement settlements and monitor the settlement administration process.

4. The following is a non-exhaustive list of wage and hour class actions that have been granted final approval in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;
- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.,* Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC,* Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.,* Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.,* Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;

- *Ramos v. Da/Pro Rubber, Inc.,* Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.,* Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;
- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.,* Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of $400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of $425 for work performed in 2018, 2019, and 2020);

- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of $425 for work performed from 2017-2020);
- *Fishback v. Paragon Framing, Inc*., Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of $425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc*., Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of $425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc*., Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of $425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of $450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of $475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of $475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of $475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.,* Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of $575 for work performed from 2019-2023);

- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of $575 for work performed from 2019-2023);
- *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of $575 for work performed from 2022-2023);
- *Ramirez v. Wyndham Vacation Ownership, Inc.,* Case No. 20CV01715, Santa Barbara County Superior Court, Honorable James F. Rigali, presiding (approving an hourly rate of $650 for work performed from 2020-2024);
- *Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment Center,* Case No. 21STCV27103, Los Angeles County Superior Court, Honorable Theresa M. Traber, presiding (using an hourly rate of $725 for work performed in 2022-2025);
- *Alfonso Almaraz v. World Oil Corp.,* Case No. 23STCV18296, Los Angeles County Superior Court, Honorable David S. Cunningham III, presiding (using an hourly rate of $725 for work performed in 2023-2026);
- *Angel Sanchez v. Ickler Electric Corporation*, Case No. 37-2024-00017621-CU-OE-CTL, San Diego County Superior Court, Honorable Joel R. Wohlfeil, presiding (using an hourly rate of $725 for work performed in 2024-2026);
- *Ada Mendoza v. Desert Valley Date LLC*, Case No. CVRI2301048, Riverside County Superior Court, Honorable Harold W. Hopp presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of $725 for work performed in 2023-2026)*;*
- *Daniel McCabe v. Summit Electrical, Inc.*, Case No. 37-2024-00012319-CU-OE-CTL, San Diego County Superior Court, Honorable Gregory W. Pollack presiding (using an hourly rate of $725 for work performed in 2023-2026);
- *Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC*, Case No. 30-2023-01324651-CU-OE-CXC, Orange County Superior Court, Honorable Layne H.

Melzer, presiding (using an hourly rate of $775 for work performed in 2023-2026); and

- *Quentece Boone v. CEC Employee Group, LLC et al.*, Case No. 23STCV10680, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of $775 for work performed in 2023-2026).

5. I have also been named Class Counsel for a certified class following a contested motion for class certification in the following case:

- *Staublein v. Wells Fargo Bank, National Association,* Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class).

6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior Court, Honorable William Claster, presiding. This was a case brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq*., that resulted in a six-figure verdict in favor of the aggrieved employees.

7. Between 2020 and 2026, Thomson Reuters recognized me as a Top Young Attorney in Southern California in its annual Rising Stars edition of Super Lawyers. This honor is awarded to no more than 2.5% of attorneys under the age of 40 in Southern California each year.

8. As counsel for Plaintiff, I have been actively involved in all aspects of this litigation since its inception. I played a significant role in investigating Plaintiff's claims, preparing and filing the pleadings, reviewing and analyzing documents and data produced by Defendant, preparing for and participating in mediation, negotiating the proposed Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), and preparing the settlement approval papers.

9. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**. A true and correct copy of the proposed Court Approved Notice of Class Action and PAGA

Settlement and Hearing Date for Final Court Approval (collectively, the "Class Notice") is attached as **Exhibit A** to the Settlement Agreement. A true and correct copy of Plaintiff's June 21, 2024, PAGA Notice to the California Labor and Workforce Development Agency ("LWDA") and related proof of submission and service is attached hereto as **Exhibit 2**. A true and correct copy of Plaintiff's submission to the LWDA of the Settlement Agreement and supporting documents, together with the LWDA's confirmation of receipt, is attached hereto as **Exhibit 3**.

10. Defendant Foothill Child Development Services, Inc. ("Defendant") provides various behavioral and educational support services to individuals with disabilities and/or behavioral issues throughout Los Angeles County. Plaintiff was employed by Defendant as a non-exempt "Applied Behavior Therapist" from approximately November 2021 until approximately September 2026. Plaintiff's primary job duties included providing behavioral support services to children with disabilities and behavioral needs. Like all Class Members, Plaintiff was subject to Defendant's wage and hour policies and practices.

11. On July 23, 2024, Plaintiff filed the initial class action complaint in this action asserting causes of action for Defendant's alleged failure to: (1) pay all overtime wages; (2) pay all minimum wages; (3) pay all reporting time wages owed; (4) reimburse all necessary business expenses incurred; (5) issue accurate itemized wage statements; and (6) comply with California's unfair competition laws. On August 26, 2024, after exhausting her administrative remedies with the LWDA, Plaintiff filed the First Amended Class and Representative Action Complaint to add a seventh cause of action for civil penalties under Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA"). Plaintiff and Defendant (collectively, the "Parties") then engaged in formal discovery, which included Plaintiff taking two depositions of Defendant's Person Most Qualified.

12. On April 22, 2026, the Parties participated in a mediation session with respected wage and hour mediator Tripper Ortman, Esq. Through formal discovery and in connection with mediation, Defendant provided Plaintiff with classwide timekeeping and payroll records for the Class Members, data points, the employee handbook for the relevant time period, a reimbursement ledger, and other relevant policy acknowledgments and forms. Plaintiff retained

an expert who then analyzed these records to construct a comprehensive damages model to calculate Defendant's likely exposure on each claim.

13. During mediation, the Parties exchanged divergent views on Defendant's liability, exposure valuations, legal positions, and the likelihood of class certification. At the conclusion of mediation, Mr. Ortman made a mediator's proposal to fully resolve the claims in this action, which the parties ultimately accepted. The settlement terms have been memorialized in the long-form Settlement Agreement now before this Court for preliminary approval.

14. As part of the Settlement, on October 8, 2026, the Parties filed a Joint Stipulation to File the Second Amended Complaint ("Joint Stipulation"). Through the Joint Stipulation, Plaintiff requested the Court grant her leave to file a Second Amended Class and Representative Action Complaint ("SAC"). On October 15, 2026, the Court granted the Joint Stipulation. That same day, Plaintiff filed the SAC, which includes causes of action for Defendant's alleged failure to: (1) provide all lawful meal periods; (2) authorize and permit all lawful rest periods; and (3) timely pay all final wages upon separation. These additional causes of action are based on facts the Parties developed through discovery.

15. Plaintiff asserts that, throughout the Class Period, Defendant maintained unlawful timekeeping policies and practices that resulted in Defendant systematically failing to pay Plaintiff and Class Members all earned wages. Specifically, Defendant failed to provide Plaintiff and other non-exempt employees with consistent access to a timekeeping system to record their hours worked. Instead, Defendant compensated its employees for their scheduled hours, which failed to account for compensable time worked outside of scheduled work hours, including the time Plaintiff and other non-exempt employees were required to arrive 10 minutes before the start of their scheduled shifts to prepare for client appointments, driving to client appointments throughout the workday, waiting for clients to appear (who sometimes cancelled appointments), and the time they were required to be on-call for client appointments. Moreover, Defendant's timekeeping system created significant mismatches between the time reported and the time paid through payroll, causing further underpayment of wages. Plaintiff contends that these practices resulted in unpaid minimum and overtime wages.

16. My firm separately investigated the reporting time pay claim by interviewing Plaintiff and reviewing Defendant's scheduling, cancellation, timekeeping, and payroll records. That investigation indicated that most cancelled appointments were cancelled before employees were required to report and before they made any qualifying reporting for work. Given the limited frequency of potentially compensable reporting time events, my firm concluded that the claim contributed only nominal additional settlement value.

17. Defendant asserts that its timekeeping policies and practices complied with California law and it paid all wages owed to Class Members. Specifically, Defendant contends that any preparation time for appointments, travel time before appointments, time spent waiting for cancelled appointments and reporting for appointments would be *de minimis* and was already accounted for in its scheduling practices. Defendant further argues that any alleged mismatches between its timekeeping system and payroll would have been a minor glitch, did not result in substantial underpayments, did not affect all Class Members, and were therefore not classwide issues. As such, Defendant contests certification, arguing that overtime and minimum wage claims are not appropriate for class treatment, as they would require individualized inquiries into whether and how much each employee actually worked outside his or her scheduled hours on any given day, resulting in an unmanageable series of mini-trials.

18. Plaintiff contends that Defendant failed to provide the Class Members with all timely duty-free, uninterrupted 30-minute meal periods to which they were entitled. Specifically, Defendant failed to schedule or allot any time for 30-minute meal periods during the workday. This failure meant Plaintiff and other non-exempt employees did not have sufficient time between client appointments to have a meal period, since they had to quickly travel to and prepare for their next client appointments during this time. Since Plaintiff and other non-exempt employees could not leave a client unattended, they could not pause client appointments in order to have a meal period. Defendant also failed to provide Plaintiff and other non-exempt employees with a consistent method to record their meal periods. Further, Plaintiff asserts Defendant failed to pay all meal period premiums owed during the relevant time period.

19. In response, Defendant disputes this claim and contends that it maintained lawful

meal period policies and practices throughout the Class Period, including a written meal period policy and a scheduling system through which employees recorded their meal periods. Defendant further argues that any late, short, or missed meal periods were the result of voluntary employee choices and that determining the cause of each occurrence, the applicability of any waiver, and whether a premium was paid would require individualized inquiries, creating substantial certification and manageability risks.

20. As with meal periods, Plaintiff alleges that Defendant failed to authorize and permit compliant rest periods due to Defendant's failure to allot any time for breaks. Further, Plaintiff asserts Defendant failed to pay all rest period premiums owed during the relevant time period.

21. Defendant maintains that it authorized and permitted all Class Members to take all lawful rest periods to which they were entitled. Defendant asserts that this claim is unmanageable and not suited for class certification, as it would require individualized inquiries into whether employees were denied or voluntarily skipped breaks and how many breaks were owed based on daily hours worked.

22. Plaintiff further alleges that Defendant failed to reimburse the Class Members for all necessary business expenses incurred, in violation of Labor Code § 2802. Specifically, Plaintiff alleges that Defendant required Plaintiff and other non-exempt employees to use their personal cellular phones to communicate with coworkers and supervisors, particularly for scheduling client appointments and discussing client related updates. Plaintiff and other non-exempt employees were also required to use their personal cellular phones' WiFi to operate Defendant's iPad and access the behavioral interventions they were required to review with clients. Moreover, Plaintiff and other non-exempt employees were also required to use their internet access at home for work purposes, such as responding to emails and Teams messages. Plaintiff further argues that although Defendant began issuing cellular phone reimbursements towards the end of the Class Period, the amount provided was inadequate.

23. Defendant denies requiring personal phone use and contends any use was voluntary. Defendant also maintains that even though it does not require its employees to use their

personal cellular phones, Defendant decided to provide a monthly cellular phone stipend as a benefit. Defendant further argues that determining which employees used personal phones for work would require individualized inquiries that create certification risks.

24. Plaintiff contends that the alleged substantive violations expose Defendant to statutory wage statement and waiting time penalties, as well as PAGA civil penalties. As mentioned, Defendant disputes that Plaintiff suffered injury or that any wage statement violation was knowing and intentional, as required for statutory penalties under Labor Code § 226(e)(1). Defendant also contends that its objectively reasonable, good-faith defenses to the underlying wage claims preclude waiting time penalties because any failure to pay final wages was not willful. Defendant also maintains that, given its good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties awarded.

25. Defendant's records indicate there are approximately 319 Class Members who worked during the Class Period. Based on the Net Settlement Amount allocations and before accounting for any opt-outs, Class members will receive, on average, approximately $443.31.

26. Plaintiff's requested Class Representative Enhancement Payment recognizes the significant benefits conferred on the Class Members due to the time and effort she expended on behalf of the Settlement Class. Specifically, Plaintiff helped procure the Settlement by providing her attorneys with information to investigate this Action, discussing her work duties and experiences with her attorneys, reviewing case-related information, remaining available to answer questions, assisting her attorneys in evaluating the claims and Defendant's defenses, making herself available on the day of mediation to answer potential questions from the mediator, staying informed regarding the Settlement, and otherwise moving the case toward resolution. Additionally, Plaintiff undertook significant risks by agreeing to serve as the named plaintiff (as potential employers can now search her name and see that she previously sued an employer). Defendant separately agreed to pay $15,000 for Plaintiff's voluntary separation and release of individual claims outside this Settlement, consisting of $9,000 to Plaintiff and $6,000 in attorneys' fees to my firm. This payment is separate from the GSA and does not reduce any class or PAGA recovery.

27. My firm will also apply for an attorneys' fee award of $128,333.33 (one-third of the Gross Settlement Amount) and up to $50,000.00 in verified costs. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. My firm incurred substantial attorneys' fees by conducting pre-filing investigation, analyzing Plaintiff's claims, performing legal research, reviewing documents and data produced by Defendant, retaining and working with an expert to prepare a damages model in advance of mediation, preparing for and attending mediation, negotiating and drafting the Memorandum of Understanding and the Settlement Agreement, preparing this motion for preliminary approval, and otherwise litigating the case. My firm will also expend future time attending the hearing on this Motion, overseeing the Notice process, drafting the final approval motion and supporting documents, attending the final approval hearing, and completing other tasks, such as fielding questions from Class Members.

28. My firm carefully vetted the claims at issue, worked with an expert to review the Class Members' timekeeping and payroll records and prepare a comprehensive damages analysis, reviewed all relevant policy documents, propounded written discovery and reviewed Defendant's written discovery responses, and took the depositions of two of Defendant's Persons Most Qualified. Although Plaintiff steadfastly maintains that her claims are meritorious, Plaintiff acknowledges that there were substantial risks and uncertainty in proceeding with class certification and trial. As explained in detail in the Motion for Preliminary Approval, Defendant presented numerous defenses to Plaintiff's claims, both on the merits and with respect to class certification. Although she was prepared to litigate these claims through class certification and ultimately through trial, it was far from certain that Plaintiff would be able to recover a greater amount should this matter proceed through trial.

29. Although the Parties engaged in substantial formal discovery and an informational exchange prior to mediation, absent settlement, the Parties would be required to expend substantial additional time and resources conducting further extensive written discovery and depositions.

30. Plaintiff estimates that employees spent approximately 1 hour per workweek

performing off-the-clock work that was not reflected in Defendant's timekeeping records. Plaintiff calculates the undiscounted exposure for this work at approximately $304,563 (12,134 workweeks x 1 hour x $25.10 average hourly rate of pay). Defendant disputes whether, and to what extent, employees performed uncompensated work outside their recorded hours and contends that these questions require individualized inquiries. Plaintiff therefore discounted this component by 60% for the risk of non-certification and by an additional 40% for the risk of an adverse determination on the merits or a finding that the estimated amount of unrecorded work was overstated, resulting in estimated exposure of approximately $73,095.

31. Separately, Plaintiff's expert identified a net discrepancy of approximately 3,584 hours between Defendant's timekeeping and payroll records, resulting in estimated unpaid wages of approximately $89,958 (3,584 hours x $25.10 average hourly rate). This component concerns recorded time and does not duplicate the unrecorded work estimated above. Because this component rests on a comparison of Defendant's records, Plaintiff assigned it a lower certification discount. Nevertheless, recovery would depend on establishing that the identified differences reflect compensable time that remained unpaid, rather than differences in the records or payments otherwise accounted for. Plaintiff therefore discounted this component by 20% for certification risk and by an additional 20% for the risk that further reconciliation or an adverse merits determination would reduce recovery, resulting in estimated exposure of approximately $57,573.

32. The combined estimated exposure for these unpaid wage claims is approximately $130,668.

33. Plaintiff's data analysis identified approximately 3,363 apparent first meal period violations on workdays exceeding six hours. Accordingly, Plaintiff calculated Defendant's undiscounted exposure on this claim at approximately $84,411 (3,363 apparent meal period violations x $25.10 premium rate).

34. Defendant asserts that it maintained lawful meal period policies and practices and that employees voluntarily chose to take late, short, or no meal periods. Plaintiff contends that Defendant's records and scheduling practices provide common evidence supporting this claim. Nevertheless, the Parties dispute whether gaps between appointments represented duty-free meal

periods and whether Defendant could rebut the apparent violations through evidence of actual work schedules and employee choices. Taking these risks into account, while recognizing the conservative assumptions already incorporated into the analysis, Plaintiff discounted the modeled exposure by 25% for certification risk and by an additional 25% for the risk of an adverse determination on the merits or a reduction in the number of compensable violations, resulting in estimated exposure of approximately $47,481.

35. Plaintiff's data analysis revealed approximately 16,216 rest period violations through the April 22, 2026 mediation date, counting no more than one rest period violation per employee per workday. Accordingly, Plaintiff calculated Defendant's maximum potential exposure on this claim at $407,022 (16,216 rest period violations x $25.10 premium rate).

36. Defendant argues that it authorized and permitted rest periods in accordance with California law and that individualized inquiries would be necessary to determine whether employees were denied required breaks. Plaintiff contends that Defendant's centralized scheduling practices and separately recorded rest periods provide common evidence supporting certification and liability. Nevertheless, Plaintiff would face disputes concerning whether the absence of a recorded rest period established that a required break was not authorized and permitted, whether employees took breaks outside the recorded entries, and whether those questions could be resolved through common proof. In light of these distinct certification and merits risks, Plaintiff discounted the modeled exposure by 50% for the risk of non-certification and by an additional 65% for the risk of an adverse merits determination or a reduction in the number of compensable violations, resulting in estimated exposure of approximately $71,229.

37. Plaintiff also asserts that Class Members were required to use their personal cellular phones for work purposes, including as a WiFi hotspot, and their home internet to access work related messages. Based on Plaintiff's data analysis, Class Members worked a total of approximately 1,397 months without any reimbursement for cellular phone and WiFi use during the Class Period. Therefore, Plaintiff calculates Defendant's maximum exposure for unreimbursed cell phone and home internet use at approximately $139,700.00 ($100/month x 1,397 months).

38. Defendant disputes that Class Members incurred unreimbursed necessary business expenses in the amounts claimed. Although Plaintiff relies on Defendant's communication requirements and testimony concerning personal cellular phone and home internet use, recovery would depend on establishing the reasonable work-related portion of those expenses and the extent to which the $100 monthly estimate applied across the Class. Defendant also began providing a cellular phone reimbursement of $2.50 per pay period in March 2026, and any amounts actually reimbursed would have to be credited against the corresponding expenses. Plaintiff therefore discounted the modeled exposure by 25% for certification risk arising from differences in employees' required use and by an additional 35% for the risk of an adverse merits determination or recovery of a lower reasonable reimbursement amount, resulting in estimated exposure of approximately $68,104.

39. According to the key data points provided by Defendant, approximately 161 Class Members are eligible for wage statement penalties, and a total of 2,416 wage statements were issued during the relevant period. Plaintiff calculated Defendant's maximum possible wage statement exposure as approximately $233,550 ((161 initial violations x $50 per pay period) + (2,255 subsequent pay periods x $100 per pay period)).

40. Recovery of statutory wage statement penalties requires proof of injury and a knowing and intentional failure to comply with Labor Code § 226. Defendant disputes that Plaintiff can establish those requirements and asserts that it reasonably and in good faith believed its wage statements complied with the law. Plaintiff therefore discounted the modeled exposure by 25% for the risk that the necessary underlying violations could not be established on a classwide basis and by an additional 65% for the distinct risk of failing to establish the statutory requirements for penalties, resulting in estimated exposure of approximately $61,307.

41. Based on data provided by Defendant, approximately 232 Class Members separated their employment during the three-year relevant period applicable to this claim. Plaintiff calculated Defendant's maximum exposure for this claim at approximately $873,480 (232 former employees x avg. penalty of $3,765 ($25.10 average regular rate of pay x 5 hours x 30 days)).

42. Defendant disputes that former employees had unpaid wages at separation and

contends that any failure to pay was not willful because it reasonably and in good faith believed that all wages had been paid. Although success on any of Plaintiff's unpaid wage or premium pay theories could support this claim, recovery would require identifying the affected former employees, establishing wages due at separation, and determining the applicable penalty period. Plaintiff therefore discounted the modeled exposure by 50% for the risk that entitlement to penalties could not be established on a classwide basis and by an additional 80% for the distinct risks of failing to establish willfulness, an objectively reasonable good-faith dispute precluding penalties, or recovery of less than the assumed 30-day penalty, resulting in estimated exposure of approximately $87,348.

43. Plaintiff calculates an undiscounted PAGA exposure estimate of approximately $241,600 using one $100 default penalty per employee pay period (2,416 employee pay periods x $100). This estimate does not assume cumulative penalties for every alleged Labor Code violation. Recovery would depend on establishing the underlying violations and the number of employee pay periods affected by those violations. Plaintiff therefore discounted this estimate by 50% to account for the risk of an adverse merits determination or proof supporting penalties for fewer employee pay periods. Plaintiff applied an additional 60% reduction to account for the Court's discretion under Labor Code § 2699(e)(2) to award a lesser amount based on the facts and circumstances of the case, resulting in estimated exposure of approximately $48,320.

44. Using these estimates, Plaintiff calculates aggregate adjusted exposure of approximately $514,457, compared with undiscounted modeled exposure of approximately $2,374,284 before interest. The $385,000 Gross Settlement Amount represents approximately 74.84% of the adjusted exposure and 16.22% of the undiscounted modeled exposure. My firm also considered Defendant's financial condition, the resulting need to fund the Settlement in installments, and the risk of collecting a larger judgment following continued litigation.

45. My firm conducted an extensive review and analysis of Defendant's produced timekeeping and payroll records, took two depositions of Defendant's Persons Most Qualified, and drew on its extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. It was only after the completion of this work that the Parties attended mediation

and ultimately accepted a mediator's proposal for a class-wide settlement of all claims at issue.

46. Here, the proposed Settlement Class is defined as all current and former non-exempt employees of Defendant in California who worked at any time during the Class Period. According to Defendant's records, the Settlement Class consists of approximately 319 individuals, rendering joinder of all Class Members impracticable.

47. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, Apex Class Action LLC.

48. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed *cy pres* recipient, Learning Rights Law Center.

49. I am not aware of any other class, representative, or other collective actions in this or any other court or jurisdiction that assert claims similar to those asserted in this action that will be impacted by this settlement.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on October 21, 2026, at El Segundo, California.



Andrew J. Rowbotham

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement and Class Notice (this "Agreement") is made by and between Plaintiff Sandra Bravo ("Plaintiff") and Defendant Foothill Child Development Services, Inc. ("Defendant"). This Agreement refers to Plaintiff and Defendant collectively as the "Parties", or individually as "Party".

1. DEFINITIONS.

1.1 "Action" means the lawsuit alleging wage and hour violations against Defendant titled *Sandra Bravo v. Foothill Child Development Services, Inc*., Los Angeles Superior Court, Case No. 24STCV18240, initiated on July 23, 2024, and pending in Los Angeles Superior Court. As part of the Settlement, Plaintiff will seek leave to file a Second Amended Class and Representative Action Complaint adding additional factual allegations regarding Defendant's alleged failure to pay all wages owed, and adding causes of action for meal period violations, rest period violations, and waiting time penalties. After the Court grants leave, that amended pleading will be the operative complaint for settlement purposes.

1.2 "Administrator" means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses, not to exceed $7,750.00, unless otherwise approved by the Court.

1.4 "Aggrieved Employees" or "PAGA Aggrieved Employees" means all current and former non-exempt employees who worked for Defendant in California at any time from June 21, 2023 through the Preliminary Approval Date.

1.5 "Class" or "Settlement Class" means all current and former non-exempt employees who worked for Defendant in California at any time from July 23, 2020 through the Preliminary Approval Date.

1.6 "Class Counsel" or "Plaintiff's Counsel" means Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC.

1.7 "Class Counsel Fees Payment" means the amount allocated to Class Counsel for reimbursement of reasonable attorneys' fees, not to exceed one-third of the Gross Settlement Amount, currently estimated to be $128,333.33.

1.8 "Class Counsel Litigation Expenses Payment" means the amount allocated to Class Counsel for reasonable verified litigation costs and expenses, not to exceed $50,000.00.

1.9 "Class Data" means Class Member identifying information in Defendant's possession, including each Class Member's name, last-known mailing address, phone number, Social Security number, number of Individual Workweeks, and number of PAGA Pay Periods.

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

1.11 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database ("NCOA"), skip traces, and direct contact by the Administrator with Class Members.

1.12 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 "Class Period" means the time period of July 23, 2020 through the Preliminary Approval Date.

1.14 "Class Representative" means Sandra Bravo, the named Plaintiff in the Action seeking Court approval to serve as Class Representative.

1.15 "Class Representative Enhancement Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action, not to exceed $7,500.00, subject to Court approval.

1.16 "Court" means the Superior Court of California, County of Los Angeles.

1.17 "Defendant" means Defendant Foothill Child Development Services, Inc.

1.18 "Defense Counsel" means John K. Rubiner and Elizabeth Y. Mu of Freeman Mathis & Gary, LLP.

1.19 "Effective Date" means the Full Funding Date. No release provided in this Agreement by Plaintiff, any Participating Class Member, or any Aggrieved Employee will become effective before the Full Funding Date.

1.20 "Final Approval" means the Court's order granting final approval of the Settlement.

1.21 "Final Approval Date" means the date on which the Court signs an order granting final approval of the Settlement.

1.22 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.23 "Full Funding Date" means the date on which Defendant fully funds the Gross Settlement Amount, all employer-side payroll taxes, any Court-approved escalator amount, and any other amounts Defendant is required to pay under this Agreement separate and apart from the Gross Settlement Amount.

1.24 "Gross Settlement Amount" means Three Hundred Eighty-Five Thousand Dollars and Zero Cents

($385,000.00), which is the non-reversionary amount Defendant agrees to pay under the Settlement to resolve the class and representative PAGA claims in the Action, except as provided in Paragraph 8 below (Escalator Clause). The Gross Settlement Amount will include payments for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, Individual Class Payments to Participating Class Members, the PAGA Settlement Amount, and the Class Representative Enhancement Payment.

1.25 "Individual Workweeks" means the number of Workweeks credited to a Class Member during the Class Period, based on Defendant's payroll and time records and subject to any timely challenge resolved by the Administrator.

1.26 "Individual Class Payment" means the Participating Class Member's share of the Net Settlement Amount calculated in accordance with Paragraph 3.2.4.

1.27 "Individual PAGA Payment" means the Aggrieved Employee's share of 35% of the PAGA Settlement Amount calculated in accordance with Paragraph 3.2.5.1.

1.28 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.29 "LWDA" means the California Labor and Workforce Development Agency.

1.30 "LWDA PAGA Payment" means the 65% portion of the PAGA Settlement Amount, i.e., $32,500.00, allocated and paid to the LWDA under Labor Code § 2699, subd. (m).

1.31 "Net Settlement Amount" means the Gross Settlement Amount less Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, the Class Representative Enhancement Payment, and the PAGA Settlement Amount. To the extent the Court does not approve the full requested attorneys' fees, litigation costs, Class Representative Enhancement Payment, PAGA Settlement Amount, or settlement administration costs, the Net Settlement Amount will increase.

1.32 "Non-Participating Class Member" means any Class Member who opts out of the class action portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.33 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.34 "PAGA Period" means the time period of June 21, 2023 through the Preliminary Approval Date.

1.35 "PAGA" means the Private Attorneys General Act (Labor Code § 2698 *et seq*.).

1.36 "PAGA Notice" means Plaintiff Sandra Bravo's letter dated June 21, 2024, to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3, subd. (a).

1.37 "PAGA Settlement Amount" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, i.e., $50,000.00, allocated 35% to the Aggrieved Employees ($17,500.00) and 65% to the LWDA ($32,500.00) in settlement of PAGA claims.

1.38 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the class action portion of the Settlement.

1.39 "Plaintiff" means Sandra Bravo, the named plaintiff in the Action.

1.40 "Preliminary Approval Date" means the date on which the Court signs the Preliminary Approval Order.

1.41 "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.42 "Released Class Claims" means the claims being released by Participating Class Members, as described in Paragraph 5.2 below.

1.43 "Released PAGA Claims" means the claims being released by the Aggrieved Employees, as described in Paragraph 5.3 below.

1.44 "Released Parties" means Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns.

1.45 "Request for Exclusion" means a written request to be excluded from the class action portion of the Settlement that is personally signed by the Class Member and includes information sufficient for the Administrator to identify the Class Member.

1.46 "Response Deadline" means sixty (60) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the class action portion of the Settlement, (b) fax, email, or mail objections to the Settlement, or (c) fax, email, or mail challenges to their Workweeks or PAGA Pay Periods. Class Members whose Notice Packets are re-mailed after being returned undeliverable shall have an additional fourteen (14) calendar days beyond the Response Deadline to submit a Request for Exclusion, objection, or challenge to their Workweeks or PAGA Pay Periods.

1.47 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.48 "Workweek" means the 7-day workweek used by Defendant for payroll purposes in which any Class Member worked for Defendant for any amount of time during the Class Period.

2. RECITALS.

2.1 On July 23, 2024, Plaintiff Sandra Bravo filed a class action complaint against Defendant in Los Angeles County Superior Court titled *Sandra Bravo v. Foothill Child Development Services, Inc*., Case No. 24STCV18240. On August 26, 2024, Plaintiff filed the First Amended Class and Representative Action Complaint adding a cause of action for civil penalties under PAGA. As part of this Settlement, Plaintiff will seek leave to file a Second Amended Class and Representative Action Complaint adding additional factual allegations regarding Defendant's alleged failure to pay all wages owed, and adding causes of action for meal period violations, rest period violations, and

waiting time penalties.

2.2 Pursuant to Labor Code § 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the LWDA on June 21, 2024.

2.3 On April 22, 2026, the Parties participated in a mediation presided over by Francis J. Ortman III, which led to the Parties' agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained substantial written discovery and document production, including Defendant's handbook, policy packets, time records, wage statements, internal emails, reimbursement documents, and related payroll and timekeeping data. Plaintiff also took two depositions of Defendant's Person Most Qualified. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116.

2.5 The Parties will request that the Court grant leave to file the Second Amended Class and Representative Action Complaint before or in connection with preliminary approval. After the Court grants leave, Plaintiff will file the Second Amended Class and Representative Action Complaint, and that complaint will be the operative complaint for settlement purposes.

2.6 The Court has not granted class certification.

2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below (Escalator Clause), Defendant promises to pay a non-reversionary total of Three Hundred Eighty-Five Thousand Dollars and Zero Cents ($385,000.00) as the Gross Settlement Amount. Defendant will separately pay its share of employer-side payroll taxes in addition to the Gross Settlement Amount and any escalator amount. The Gross Settlement Amount will include payments for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, Individual Class Payments to Participating Class Members, the PAGA Settlement Amount, and the Class Representative Enhancement Payment. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: A Class Representative Enhancement Payment to the Class Representative of not more than $7,500.00, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Enhancement Payment that does not exceed this amount. As part of

the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Enhancement Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Enhancement Payment.

3.2.2 To Class Counsel: The Class Counsel Fees Payment shall not exceed one-third of the Gross Settlement Amount and is currently estimated to be $128,333.33, and the Class Counsel Litigation Expenses Payment shall not exceed $50,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $7,750.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less than the above-stated amount, or the Court approves payment less than the above-stated amount, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: The Administrator will calculate each Individual Class Payment as follows: (a) determine each Participating Class Member's Individual Workweeks, based on Defendant's payroll and time records; (b) determine the total Workweeks worked by all Participating Class Members during the Class Period ("Total Class Workweeks"); (c) divide each Participating Class Member's Individual Workweeks by the Total Class Workweeks; and (d) multiply the result by the Net Settlement Amount.

3.2.4.1 Tax Allocation of Individual Class Payments. One-third of the Individual Class Payments to Participating Class Members will be considered wages and subject to withholding of all applicable local, state, and federal taxes, including payroll taxes, and the Administrator will issue an IRS Form W-2 for those amounts. Two-thirds of the Individual Class Payments to Participating Class Members will be considered penalties and interest associated with unpaid wages and other claims asserted, will not be subject to withholding, and will be reflected on IRS Forms 1099 issued to Participating Class Members. PAGA payments made to Aggrieved Employees will not be subject to withholding and will be reflected

on IRS Forms 1099 issued to Aggrieved Employees.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments for the class action portion of the Settlement. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members pursuant to the formula in Paragraph 3.2.4.

3.2.5 To the LWDA and Aggrieved Employees: The PAGA Settlement Amount in the amount of $50,000.00 will be paid from the Gross Settlement Amount, with 65% ($32,500.00) allocated to the LWDA PAGA Payment and 35% ($17,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($17,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the total number of PAGA Pay Periods worked by that Aggrieved Employee.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than fourteen (14) calendar days after the Court signs the Preliminary Approval Order, Defendant will deliver the Class Data to the Administrator to the extent such information is in Defendant's possession, custody, or control.

To protect Class Members' privacy rights, the Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement; the Administrator will be responsible for any breach of this Paragraph by its employees. Administrator may share sufficient data, excluding contact information, with Class Counsel to help resolve issues regarding the distribution of the Settlement and Class Members' questions, should they arise. Defendant has a continuing duty to promptly notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding Schedule. Defendant will fund the Gross Settlement Amount as follows: (i) $75,000.00 within thirty (30) calendar days after the Final Approval Date; (ii) $108,000.00 on or before December 31, 2027; (iii) $108,000.00 on or before June 30, 2028; and (iv) $94,000.00 on or before December 31, 2028. Defendant may make larger or earlier payments without penalty.

4.2.1 Defendant will fund the Gross Settlement Amount by transmitting funds to the Administrator in accordance with the funding schedule above. Defendant will separately fund the amount necessary to fully pay Defendant's share of employer-side payroll taxes. If Defendant owes any additional amount under Paragraph 8 below (Escalator Clause), Defendant will fund that additional amount no later than the deadline for the final installment, unless the Parties agree in writing to an earlier funding date.

4.2.2 The Administrator will hold all funded amounts in the Qualified Settlement Fund until distribution under this Agreement. No release provided in this Agreement by Plaintiff, any Participating Class Member, or any Aggrieved Employee will become effective until the Full Funding Date.

4.3 Payments from the Gross Settlement Amount. Within ten (10) business days after the Full Funding Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator may pay Court-approved Administration Expenses from the Qualified Settlement Fund as incurred or as otherwise approved by the Court. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date, 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, including those for whom Class Notice was returned undelivered. The Administrator will send Participating Class Members a single check combining any Individual Class Payment and any Individual PAGA Payment owed to that person. Before mailing any checks, the Administrator will update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator will conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days after receiving a returned check, the Administrator will re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, provided the Class Member requests a replacement check before the void date.

4.3.3 For any Participating Class Member or Aggrieved Employee whose Individual Class

Payment check, Individual PAGA Payment check, or combined settlement check is not cashed before the void date, the Administrator shall cancel the check after the void date and hold the funds represented by the uncashed check, together with any interest accrued thereon, pending further order of the Court. After the void date, the Parties shall submit a declaration from the Administrator attesting to the total amount actually paid to Participating Class Members and Aggrieved Employees, the amount represented by uncashed checks, and any interest accrued thereon. Subject to Court approval and any amended judgment or other post-distribution order required by the Court, the Administrator shall transmit the funds represented by uncashed checks, together with any interest accrued thereon, to Learning Rights Law Center, Tax ID No. 83-0434929, as the cy pres beneficiary. Learning Rights Law Center is a 501(c)(3) nonprofit organization that provides free legal representation, advice, advocacy, and training to underserved families whose children have been denied equal access to public education because of disability or discrimination. The Parties selected Learning Rights Law Center because California Code of Civil Procedure § 384 permits unpaid residue or unclaimed class funds to be distributed to child advocacy programs, and Learning Rights Law Center's work promotes advocacy for children with disabilities and other underserved children in California.

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. No release by Plaintiff, any Participating Class Member, or any Aggrieved Employee will become effective until the Full Funding Date. As of the Full Funding Date, Plaintiff, Participating Class Members, and Aggrieved Employees release and discharge claims against the Released Parties as follows:

5.1 Plaintiff's Release. As of the Full Funding Date, Plaintiff releases the Released Parties from the Released Class Claims and Released PAGA Claims to the same extent as Participating Class Members and Aggrieved Employees. Plaintiff does not release any claims in this Agreement beyond the Released Class Claims and Released PAGA Claims. Nothing in this Paragraph shall release Plaintiff's right to enforce this Agreement.

5.2 Release by Participating Class Members: As of the Full Funding Date, Plaintiff and all Participating Class Members who do not validly and timely request to be excluded from the class action portion of the Settlement, and each of their respective successors, agents, heirs, administrators, and assigns, release the Released Parties from all claims, rights, demands, liabilities, and causes of action that arose during the Class Period and are based on the factual allegations set forth in the operative complaint, including the Second Amended Complaint contemplated by this Agreement, Plaintiff's June 21, 2024 PAGA notice letter to the LWDA, or any claims that could have been pled in the Action based on those factual allegations. The time period covered by this release mirrors the Class Period.

5.3 Release by Aggrieved Employees: As of the Full Funding Date, Plaintiff and all Aggrieved Employees shall, on behalf of themselves and on behalf of the LWDA, waive, release, and forever discharge the Released Parties from all claims for civil penalties under PAGA that arose during

the PAGA Period and were alleged in the Action, stated in Plaintiff's June 21, 2024 PAGA notice letter to the LWDA, or could have been alleged based on the facts asserted in the Action. The time period covered by this release mirrors the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approvals. Plaintiff will submit the proposed Settlement to the LWDA at the same time it is submitted to the Court, as required by Labor Code § 2699, subd. (s)(2).

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (s)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with the Parties, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming her willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (vi) a signed declaration from Class Counsel attesting to their competency to represent the Class Members and the timely online transmission to the LWDA of all necessary PAGA documents, including Plaintiff's June 21, 2024 notice of violations under Labor Code § 2699.3, subd. (a), any file-stamped complaint required under Labor Code § 2699, subd. (s)(1), and the proposed settlement required under Labor Code § 2699, subd. (s)(2); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Representation as to Conflicts of Interest. The Parties and their respective counsel hereby confirm that they have no actual or potential financial conflicts of interest with the Administrator.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Payment, and/or Administration Expenses Payment shall not constitute a material modification to this Agreement within the meaning of this Paragraph.

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall obtain and use its own Employer Identification Number for purposes of providing any necessary reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under 26 C.F.R. § 1.468B-1.

7.4 Notice to Class Members.

7.4.1 As expeditiously as possible after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Class Period Workweeks and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and on or before ten (10) business days after receiving the Class Data from Defendant, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks / PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS after being re-mailed a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Class Period Workweeks and PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers

any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the class action portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member, or submitted by the Class Member's representative, that reasonably communicates the Class Member's election to be excluded from the Settlement, is personally signed by the Class Member, and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Plaintiff agrees to not request exclusion from the Class Settlement.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of the validity and authenticity of Requests for Exclusion shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, is entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' release under Paragraph 5 of this Agreement, as of the Full Funding Date, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are eligible for an Individual PAGA Payment and, as of the Full Funding Date, are deemed to release the claims identified in Paragraph 5.3 of this Agreement.

7.6 Challenges to Calculation of Workweeks / Pay Periods. Each Class Member has sixty

(60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks / PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator will encourage the challenging Class Member to submit supporting documentation. The Administrator will decide Workweek and Pay Period challenges based on Defendant's records and any records the Class Member provides. In the absence of contrary documentation, the Administrator may presume that Defendant's records are correct. The Administrator's determination will be final and not appealable or otherwise subject to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel, by employee number only and not by name, copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Settlement Amount, and/or Administration Expenses Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the first and last names of Class Members who have timely submitted valid Requests

for Exclusion ("Exclusion List"); (b) the first and last names of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid), redacted to exclude personally identifying information other than their first and last names, as set forth in the Class Data.

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to workweeks and/or pay periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**. Defendant has represented that, as of the date of mediation, April 22, 2026, Settlement Class Members worked an estimated 12,208 aggregate workweeks in California between July 23, 2020 and the date of mediation. Defendant has also represented that PAGA Aggrieved Employees worked 2,416 aggregate pay periods in California as of the date of mediation. Should the actual number of aggregate workweeks worked during the Class Period be at least 10% above the 12,208 estimate, that is, 13,429 or more aggregate workweeks worked during the Class Period, Defendant will have the option of either: (a) increasing the Gross Settlement Amount on a proportional basis; or (b) ending the Class Period on the date the cumulative number of aggregate workweeks reached 13,429.

8.1 Proportional Increase. If the Escalator Clause is triggered and Defendant elects to increase the Gross Settlement Amount, the adjusted Gross Settlement Amount will be calculated as

follows: $385,000.00 multiplied by a fraction, the numerator of which is the actual aggregate number of workweeks worked during the Class Period, and the denominator of which is 12,208.

8.2 Class Period Limitation. If the Escalator Clause is triggered and Defendant elects to end the Class Period on the date the cumulative number of aggregate workweeks reached 13,429, then the Class Period shall end on that date for purposes of the class release and allocation of the Net Settlement Amount.

9. **MOTION FOR FINAL APPROVAL**. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (s)(2), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval").

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Continuing Jurisdiction of the Court. The Parties agree and jointly request that, pursuant to Code of Civil Procedure § 664.6, after entry of Judgment, the Court retain jurisdiction over the Parties, Action, and Settlement until full performance of all obligations under the Settlement is completed, solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in the Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.

9.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT**. If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. This Agreement and the communications leading to its execution are intended by the Parties to remain confidential and non-public until the Motion for Preliminary Approval is filed. The communications and discussions regarding this Agreement are further covered by mediation and settlement privileges. Neither Plaintiff nor her counsel shall engage in the release of any press releases or advertising relating to this Settlement or Defendant, nor shall they initiate any publicity of any kind related to this Settlement before the Motion for Preliminary Approval is filed. The terms of this Settlement, including but not limited to the Gross Settlement Amount, shall remain confidential and shall not be discussed or disclosed by Plaintiff, other than to her attorneys, spouse, tax advisors, or financial advisors, or by Plaintiff's counsel, until the Motion for Preliminary Approval is filed in the Court overseeing the Action.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the class and PAGA settlement memorialized in this Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party concerning the class and PAGA settlement memorialized in this Agreement.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best

efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of this Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Settlement.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13 Continuing Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. After preliminary approval, other than court filings, settlement administration communications, and disclosures required by law, the Parties agree not to affirmatively publicize the Settlement terms or make comments to the media concerning the Settlement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Plaintiff and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendant

unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.15 Headings. The descriptive heading of any section or Paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Andrew J. Rowbotham
Fletcher W. Schmidt
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, CA 90245
arowbotham@haineslawgroup.com
fschmidt@haineslawgroup.com

To Defendant:

John K. Rubiner
Elizabeth Y. Mu
FREEMAN MATHIS & GARY, LLP
1960 E Grand Ave., Suite 1260
El Segundo, CA 90245
jrubiner@fmglaw.com
elizabeth.mu@fmglaw.com

11.18 Execution in Counterparts. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile and electronic image copies of signatures (including by pdf, Docusign, or any electronic signature complying with the U.S. federal ESIGN Act of 2000), or other transmission method shall be equivalent to original signatures.

11.19 Stay of Litigation. The Parties agree to request that the Court stay the litigation, except for proceedings necessary to effectuate the terms of this Agreement. The Parties further agree, pursuant to Code of Civil Procedure § 583.330, to extend the deadline to bring the Action to trial under Code of Civil Procedure § 583.310 for the entire period from execution of this Agreement through the date the Court finally approves the Settlement or the Settlement becomes void.

11.20 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful party or parties will be entitled to recover reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action or proceeding, including any appeal, from the unsuccessful party or parties.

DATED:

Foothill Child Development Services, Inc.

By:_____

Name: _____
Title: _____

DATED: 09/26

Plaintiff Sandra Bravo

By: Sandra Bravo (Sep 8, 2026 18:41:00 PDT)
Plaintiff and Settlement Class Representative

DATED:

FREEMAN MATHIS & GARY, LLP

By:_____
John K. Rubiner
Elizabeth Y. Mu
Attorneys for Defendant
Foothill Child Development Services, Inc.

DATED: 9/8/2026

HAINES LAW GROUP, APC

By:_____
Andrew J. Rowbotham
Attorneys for Plaintiff
Sandra Bravo

Docusign Envelope ID: A08ECE88-6344-8FB1-8391-F9500492F154

DATED: 9/3/2026 | 09:49:56 PDT

Foothill Child Development Services, Inc.

Signed by:
By: Jack Darakjian
220CAGDBF108493...

Name: Jack Darakjian
Title: Owner

DATED:

Plaintiff Sandra Bravo

By: _____
Plaintiff and Settlement Class Representative

DATED: 9/8/2026

FREEMAN MATHIS & GARY, LLP

By: _____
John K. Rubiner
Elizabeth Y. Mu
Attorneys for Defendant
Foothill Child Development Services, Inc.

DATED:

HAINES LAW GROUP, APC

By: _____
Andrew J. Rowbotham
Attorneys for Plaintiff
Sandra Bravo

Exhibit A

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

Sandra Bravo v. Foothill Child Development Services, Inc.,
Los Angeles Superior Court, Case No. 24STCV18240

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

You may be eligible to receive money from a class action lawsuit ("Action") against Foothill Child Development Services, Inc. ("Defendant") for alleged wage and hour violations. The Action is being prosecuted by Sandra Bravo ("Plaintiff") and seeks payment of alleged unpaid minimum wages, unpaid overtime wages, unpaid reporting time pay, meal and rest period premium wages, unreimbursed business expenses, wage statement penalties, waiting time penalties, and related restitution for Class Members. "Class Members" means all current and former non-exempt employees who worked for Defendant in California at any time from July 23, 2020 through <<PRELIMINARY APPROVAL DATE>>. The Action also seeks penalties under the California Private Attorneys General Act ("PAGA") for all Aggrieved Employees. "Aggrieved Employees" means all current and former non-exempt employees who worked for Defendant in California at any time from June 21, 2023 through <<PRELIMINARY APPROVAL DATE>>.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records and the Administrator's current calculations, **your Individual Class Payment is estimated to be $<<CLASS PAYMENT>> and your Individual PAGA Payment is estimated to be $<<PAGA PAYMENT>>**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant's records showing that you were credited with <<WORKWEEKS>> Class Period Workweeks and <<PAY PERIODS>> PAGA Pay Periods. If you believe that you should be credited with more Workweeks and/or PAGA Pay Periods than shown, you can submit a challenge by the deadline date. See Section 4(C) (Workweek / Pay Period Challenges) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement, whether to enter judgment, and how much of the Settlement will be paid for attorneys' fees, litigation expenses, settlement administration expenses, the PAGA allocation, and Plaintiff's Class Representative Enhancement Payment. If the Court grants final approval, Defendant will fund the Settlement over time as described below. No release will become effective until Defendant fully funds all amounts required by the Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing and Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment, if any. In exchange, and only after Defendant fully funds all amounts required by the Settlement, you will give up your right to assert the claims against Defendant and the Released Parties that are covered by this Settlement.
Opt-out of the Class Settlement **The Opt-out Deadline is <<RESPONSE DEADLINE>>**	If you do not want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to the class action components of the proposed Settlement. See Section 6 (HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?) of this Notice. You cannot opt out of the PAGA portion of the Settlement. Defendant will pay Individual PAGA Payments to all Aggrieved Employees, and Aggrieved Employees will release only the Released PAGA Claims described below, whether or not they request exclusion from the class action portion of the Settlement.
Object to the Settlement **Written Objections Must be Submitted by <<RESPONSE DEADLINE>>**	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel, the Administrator, the LWDA, Aggrieved Employees, and Plaintiff as the Class Representative. You are not personally responsible for any payments to Class Counsel, but every dollar paid from the Gross Settlement Amount to Class Counsel reduces the overall amount paid to Participating Class Members. You can object to the terms of the Settlement if you think they are unreasonable. See Section 7 (HOW DO I OBJECT TO THE SETTLEMENT?) of this Notice.
Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FINAL APPROVAL HEARING DATE>>. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice.

Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks / pay periods you worked for any amount of time during the Class/PAGA Periods. The number of workweeks and pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this figure, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4(C) (Workweek / Pay Period Challenges) of this Notice.

1. WHAT IS THE LAWSUIT ABOUT?

In the Action, Plaintiff alleges that Defendant violated California labor laws by failing to pay all minimum wages, failing to pay all overtime wages, failing to pay reporting time pay, failing to provide compliant meal periods, failing to provide compliant rest periods, failing to reimburse all necessary business expenses, failing to timely pay all wages due at separation, failing to issue accurate wage statements, failing to maintain accurate records, and engaging in unfair competition. Based on the same alleged facts, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698 *et seq*.). Plaintiff is represented by attorneys in the Action: Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC ("Class Counsel").

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims. However, Defendant recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and always has been lawful at all relevant times and that the claims do not have any merit and do not meet the requirements for class certification.

This Settlement is the result of good-faith, arms-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that, in light of the risks and expense associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class and Aggrieved Employees.

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

The Court has made no determination whether Defendant or Plaintiff are correct. Plaintiff and Defendant reached a settlement by mediating the case with a neutral third party for the sole purpose of resolving the matter and with no admission or finding of liability or wrongdoing by Defendant.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized the mailing of this Class Notice, and scheduled a hearing to determine Final Approval.

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

A. Defendant Will Pay $385,000.00 as the Gross Settlement Amount. Subject to Court approval, Defendant has agreed to pay a non-reversionary Gross Settlement Amount of $385,000.00. Defendant will separately pay its share of employer-side payroll taxes in

addition to the Gross Settlement Amount, and those employer-side payroll taxes will not reduce the Gross Settlement Amount. The Administrator will use the Gross Settlement Amount to pay Individual Class Payments, Individual PAGA Payments, Class Counsel's attorneys' fees and litigation expenses, the Class Representative Enhancement Payment, the Administrator's expenses, and penalties to be paid to the LWDA. None of the Gross Settlement Amount will revert to Defendant.

Defendant will fund the Gross Settlement Amount in installments as follows: (i) $75,000.00 within thirty (30) calendar days after the Final Approval Date; (ii) $108,000.00 on or before December 31, 2027; (iii) $108,000.00 on or before June 30, 2028; and (iv) $94,000.00 on or before December 31, 2028. Defendant may make larger or earlier payments without penalty. The Administrator will mail settlement checks within ten (10) business days after Defendant fully funds the Gross Settlement Amount, employer-side payroll taxes, any Court-approved escalator amount, and any other amounts Defendant is required to pay separate and apart from the Gross Settlement Amount.

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

   i. Up to one-third of the Gross Settlement Amount, currently estimated at $128,333.33, to Class Counsel for attorneys' fees, and up to $50,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.

   ii. Up to $7,750.00 to the Administrator for services administering the Settlement.

   iii. Up to $7,500.00 for Plaintiff Sandra Bravo as the Class Representative Enhancement Payment.

   iv. Up to $50,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment ($32,500.00) and 35% to Individual PAGA Payments ($17,500.00) paid on a proportional basis to the Aggrieved Employees based on the number of PAGA Pay Periods they worked during the PAGA Period.

   Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their proportional share of Workweeks worked during the Class Period.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve the following tax allocation for Individual Class Payments: one-third as wages

and two-thirds as penalties and interest. Class Members are responsible for their share of payroll taxes, which will be deducted from the wage portion of their Individual Class Payments. Defendant is responsible for the employer share of payroll taxes, separate and apart from the Gross Settlement Amount, and these taxes will not be deducted from the Gross Settlement Amount. The Administrator will report wage payments on an IRS Form W-2 and non-wage payments on an IRS Form 1099.

The Individual PAGA Payments are treated as 100% civil penalties, not wages, for tax purposes, and will be reported on an IRS Form 1099. You should consult your tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires. The void date will be 180 days after the date the check is mailed. **If you do not cash it by the void date, your check will be automatically cancelled, and the funds represented by the uncashed check will be transmitted to the Learning Rights Law Center, Tax ID No. 83-0434929, unless otherwise ordered by the Court.** Learning Rights Law Center is a 501(c)(3) nonprofit organization that provides free legal representation, advice, advocacy, and training to underserved families whose children have been denied equal access to public education because of disability or discrimination. The Parties selected Learning Rights Law Center because California Code of Civil Procedure § 384 permits unpaid residue or unclaimed class funds to be distributed to child advocacy programs, and Learning Rights Law Center's work promotes advocacy for children with disabilities and other underserved children in California.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member unless you send the Administrator a written Request for Exclusion by <<RESPONSE DEADLINE>>. A Request for Exclusion should be a signed letter stating that you want to be excluded from the Class Settlement and should include your name, present address, telephone number or email address, and information sufficient for the Administrator to identify you as a Class Member. If you submit a valid Request for Exclusion, you will not receive an Individual Class Payment, you may not object to the class action components of the Settlement, and you will not be bound by the non-PAGA class release. You cannot opt out of the PAGA portion of the Settlement. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment and will still be bound by the PAGA release, regardless of whether you submit a Request for Exclusion.

G. The Proposed Settlement May Become Void. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter Judgment. It is also possible that a reviewing court may vacate, reverse, or materially modify the Judgment. If the Settlement becomes void, Defendant will not pay any money under the Settlement and Class Members and Aggrieved Employees will not release any claims under the Settlement.

H. Administrator. The Court has appointed a neutral company, Apex Class Action (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion, objections, and Workweek or PAGA Pay Period challenges. The Administrator will also mail and re-mail settlement checks and tax forms

and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice.

I. Participating Class Members' Release. As of the Full Funding Date, Participating Class Members will be legally barred from asserting the claims released under the Settlement. This means that unless you validly and timely exclude yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Parties for the Released Class Claims. For purposes of the releases, "Released Parties" means Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns.

The Participating Class Members will be bound by the following release:

> As of the Full Funding Date, Plaintiff and all Participating Class Members who do not validly and timely request to be excluded from the class action portion of the Settlement, and each of their respective successors, agents, heirs, administrators, and assigns, release the Released Parties from all claims, rights, demands, liabilities, and causes of action that arose during the Class Period and are based on the factual allegations set forth in the operative complaint, including the Second Amended Complaint contemplated by the Settlement Agreement, Plaintiff's June 21, 2024 PAGA notice letter to the LWDA, or any claims that could have been pled in the Action based on those factual allegations. The time period covered by this release mirrors the Class Period.

J. Aggrieved Employees' PAGA Release. As of the Full Funding Date, all Aggrieved Employees, including Plaintiff, will be barred from asserting the PAGA claims against Defendant and the Released Parties that are released through this Settlement, whether or not they exclude themselves from the class action portion of the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the Released PAGA Claims.

The Aggrieved Employees will be bound by the following release:

> As of the Full Funding Date, Plaintiff and all Aggrieved Employees shall, on behalf of themselves and on behalf of the LWDA, waive, release, and forever discharge the Released Parties from all claims for civil penalties under PAGA that arose during the PAGA Period and were alleged in the Action, stated in Plaintiff's June 21, 2024 PAGA notice letter to the LWDA, or could have been alleged based on the facts asserted in the Action. The time period covered by this release mirrors the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the Aggrieved Employees' 35% share of PAGA Penalties ($17,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

C. Workweek / Pay Period Challenges. The number of Workweeks / Pay Periods you worked during the Class/PAGA Periods, as recorded in Defendant's records, are stated in the first page of this Notice. You have until <<RESPONSE DEADLINE>> to challenge the number credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

You should support your challenge by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will decide Workweek and Pay Period challenges based on Defendant's records and any records you provide. In the absence of contrary documentation, the Administrator may presume that Defendant's records are correct. The Administrator's determination will be final and not appealable or otherwise subject to challenge.

5. HOW WILL I GET PAID?

The Administrator will not mail settlement checks until after the Full Funding Date. The Full Funding Date means the date on which Defendant fully funds the Gross Settlement Amount, all employer-side payroll taxes, any Court-approved escalator amount, and any other amounts Defendant is required to pay under the Settlement separate and apart from the Gross Settlement Amount. Defendant's final scheduled installment is due on or before December 31, 2028, unless Defendant funds the Settlement earlier.

A. Participating Class Members. Within ten (10) business days after the Full Funding Date, the Administrator will send, by U.S. mail, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and any Individual PAGA Payment.

B. Non-Participating Class Members. Within ten (10) business days after the Full Funding Date, the Administrator will send, by U.S. mail, an Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

Your check will be sent to the same address as this Notice unless you provide an updated mailing address. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number or email address, and a simple statement that you do not want to participate in the Class Settlement. You or your representative may submit the request, but the request must be personally signed by you. The Administrator will accept any request that reasonably communicates your desire to be excluded and allows the Administrator to identify you as a Class Member. The request must identify the Action as *Sandra Bravo v. Foothill Child Development Services, Inc*., Los Angeles Superior Court, Case No. 24STCV18240. To be valid, the request must be emailed or faxed to the Administrator by <<RESPONSE DEADLINE>>, or mailed to the Administrator with a postmark no later than <<RESPONSE DEADLINE>>. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before <<FINAL APPROVAL HEARING DATE>> (the Final Approval Hearing), Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, as well as a request for Fees and Litigation Expenses stating the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and requesting a Class Representative Enhancement Payment for Plaintiff. Upon reasonable request, Class Counsel (whose contact information is in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

<<ADMIN URL FOR CASE>>

or the Court's website (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) by entering the Case Number for the Action, Case No. 24STCV18240.

A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for Final Approval, and/or the request for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Payment, PAGA Settlement Amount, or Administration Expenses Payment may object. For example, you may object that the proposed Settlement is unfair, or that any amount requested is too high or too low. The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Sandra Bravo v. Foothill Child Development Services, Inc*., Los Angeles Superior Court, Case No. 24STCV18240, and include your name, current address, telephone number or email address, approximate dates of employment for Defendant, and signature. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to

object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 15 of the Los Angeles Superior Court, located at 312 N Spring St, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, the Administrator, the LWDA, and Aggrieved Employees. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before deciding. You can attend or hire a lawyer to attend at your own expense. You may also be able to appear virtually through LACourtConnect (https://my.lacourt.org/laccwelcome). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMIN URL FOR CASE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything that the Parties have promised to do under the Settlement Agreement. The easiest way to access the Settlement Agreement, the Preliminary Approval Order, the Motion for Final Approval, the Judgment, or any other Settlement documents is to go to the Administrator's website <<ADMIN URL FOR CASE>>. You can also contact the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) and entering the Case Number for the Action, Case No. 24STCV18240. You can also make an appointment to personally review court documents in the Clerk's Office by calling the Court.

Administrator:

<<ADMIN INFO>>

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. The void date will be 180 days after the date the check is mailed. **Please make sure you contact the Administrator before the void date. Otherwise, your check will be voided, and the funds represented by the uncashed check will be transmitted to the Learning Rights Law Center, unless otherwise ordered by the Court.**

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 21, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Sandra Bravo v. Foothill Child Development Services, Inc. et al.*

To Whom It May Concern:

Please be advised that this law firm represents Sandra Bravo in claims arising from her employment with Foothill Child Development Services, Inc. and Does 1 through 100 (collectively, "Defendants"). Ms. Bravo is an "aggrieved employee" as defined by Labor Code § 2698, *et seq*. due to Defendants' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" are all current and former non-exempt employees of Defendants who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants provide various behavioral and educational support services to individuals with disabilities and/or behavioral issues throughout Los Angeles County and other counties in California.

Ms. Bravo has been employed by Defendants as a non-exempt employee in the position of "Applied Behavioral Therapist" since approximately November 2021. Ms. Bravo's primary job duties include creating lesson plans that encourage healthy coping mechanisms and activities. Ms. Bravo travelled to client homes to implement these plans and monitor progress. Unless otherwise specified, all allegations contained within occurred during Ms. Bravo's employment.

Defendants failed to compensate Ms. Bravo and other aggrieved employees for all hours worked. Instead, Defendants paid Ms. Bravo and other aggrieved employees based solely on their scheduled hours. As a result, Defendants did not provide any method for Ms. Bravo or other aggrieved employees to track their daily hours. Defendants then knowingly permitted, and in some cases required, Ms. Bravo and other aggrieved employees to work outside of their scheduled hours without compensation. For example, Ms. Bravo was required to arrive up to 10-minutes before the start of her scheduled shift in order to, among other things, set up her materials, review notes, and prepare for the session. This time was uncompensated because it was outside of her scheduled shift.

Additionally, Defendants failed to compensate Ms. Bravo and other aggrieved employees for time spent traveling to various appointments during the day. Ms. Bravo spent a total of approximately 40-60 minutes driving to and from client appointments, all without compensation. Due to Defendants' timekeeping policies and/or practices that fail to compensate for all hours worked, Ms. Bravo and other aggrieved employees were not compensated for all required minimum and overtime wages (when working over 8.0 hours per workday or 40.0 hours per workweek).

Upon information and belief, Defendants also failed to compensate Ms. Bravo and other aggrieved employees for all required reporting time pay. Ms. Bravo and other aggrieved employees were required to, and did, report to appointments which did not proceed due to among other things, last minute client cancellations. When this happened, Ms. Bravo and other aggrieved employees were not provided with at least two hours of work at their regular rate of pay.

Defendants failed to provide Ms. Bravo and other aggrieved employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. In addition, Defendants failed to provide Ms. Bravo and other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when Ms. Bravo and other aggrieved employees were not provided with all legally required meal periods to which they were entitled, Defendants did not always compensate Ms. Bravo and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Defendants failed to authorize and permit Ms. Bravo and other aggrieved employees to take all required rest periods, as Defendants' rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or major fraction thereof. Further, on those occasions when Ms. Bravo and/or other aggrieved employees have not been authorized and permitted to take all legally compliant rest periods to which they were entitled, Defendants have failed to compensate them with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Defendants have also failed to reimburse Ms. Bravo and other aggrieved employees for the use of their personal cellular phones, vehicles, and supplies for necessary work activities, as required by Labor Code § 2802. Specifically, Defendants required Ms. Bravo and other aggrieved employees to communicate with coworkers and their supervisors regarding work-related matters through their personal cellular phones and/or use their wireless internet plans to use their company provided tablets. However, Defendants failed to reimburse Ms. Bravo and other aggrieved employees for a reasonable portion of their monthly cellular phone and wireless internet plan despite requiring their use for business purposes, as required by *Cochran v. Schwan's Home Service, Inc*., (2014) 228 Cal.App.4th 1137. Additionally, for a portion of the relevant time period, Defendants failed to reimburse Ms. Bravo and other aggrieved employees for their mileage to and from client homes.

Defendants' policies/practices have also failed to reimburse Ms. Bravo and other aggrieved employees for reimbursement requests due to the complexity and inadequacy of Defendants' policies and/or practices regarding reimbursements.

As a result of Defendants' failure to pay all overtime and minimum wages, failure to pay all reporting time pay, and failure to reimburse all necessary business expenditures, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Bravo.

As described above, Defendants committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

Overtime Violations

Defendants is required to compensate non-exempt employees, including Ms. Bravo and other aggrieved employees, for all overtime hours worked pursuant to Labor Code § 204, 510, 558, 1194, 1198 and Wage Order 4. Wage Order 4-2001, § 3 requires an employer to pay an employee "one and one-half (1½) times [the] employee's regular rate of pay" for work in excess of 8 hours per workday or over 40 hours in a workweek, and for the first eight (8) hours on the seventh (7th) day of work. Wage Order 4, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours on any workday and for work in excess of eight hours on the seventh consecutive day of work in the workweek.

As alleged above, Defendants has caused Ms. Bravo and other aggrieved employees to work overtime hours but has not compensated Ms. Bravo or other aggrieved employees at one and one-half times (or two times, in the case of double-time) their "regular rate" of pay for such hours.

Minimum Wage Violations

Defendants was, and is, required to pay Ms. Bravo and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1198, and Wage Order 4-2001, § 4. As alleged above, Defendants maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Ms. Bravo and other aggrieved employees for all hours worked. As a result of these policies/practices, Ms. Bravo and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

Reporting Time Pay Violations

As alleged herein, Defendants have failed to pay Ms. Bravo and other aggrieved employees with reporting time pay on those occasions when they were owed reporting

time pay under California law. Defendants' failure to pay reporting time pay violated Labor Codes §§ 204, 1198 and Wage Order 4, § 5.

Meal Period Violations

As alleged above, Defendants have failed, and continue to fail, to provide Ms. Bravo and other aggrieved employees with all required and compliant meal periods, due to Defendants' meal period policies/practices that fail to provide legally compliant first meal periods and/or second meal periods, to Ms. Bravo and other aggrieved employees. *See* Labor Code §§ 226.7 512, 558, 1198; Wage Order 4, § 11. As a result, Ms. Bravo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with…[an] order of the Industrial Welfare Commission…the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided."). As alleged above, Defendants have failed to pay them the premium wages to which they are legally entitled.

Rest Period Violations

As alleged above, Defendants have also failed, and continue to fail, to authorize and permit Ms. Bravo and other aggrieved employees to take all rest periods to which they are legally entitled. Wage Order 4-2001, § 12 and California Labor Code §§ 226.7, 516, 558, and 1198 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

As a result of Defendants' failure to authorize and permit rest periods, Ms. Bravo and other aggrieved employees are owed an additional hour of wages at their regular rates of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided."); *see also* Wage Order 4-2001, § 12. As alleged above, Defendants has failed to pay Ms. Bravo and other aggrieved employees the premium wages to which they are legally entitled.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Ms. Bravo and other aggrieved employees for all necessary business expenses incurred, including, among other things, personal cellular phone usage, the purchase of necessary tools, and mileage expenses. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Ms. Bravo and other aggrieved employees are entitled to damages, attorneys' fees and costs of

suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Violations

Defendants have knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Bravo and other aggrieved employees with complete and accurate wage statements with respect to their actual regular hours worked, total gross wages earned, total net wages earned, and rest period premium wages earned, in violation of Labor Code § 226 *et seq*. Defendants' failure in furnishing Ms. Bravo and other aggrieved employees with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all earned wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

Ms. Bravo is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an "aggrieved employee," Ms. Bravo will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. As alleged herein, and based on Ms. Bravo's own investigation and on information and belief, Defendants has committed the following Labor Code violations:

a. Defendants has violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Bravo and other aggrieved employees all overtime and/or double-time compensation earned;

b. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Bravo and other aggrieved employees at least the statutory minimum wage for all hours worked;

c. Defendants have violated Labor Code §§ 204 and 1198 by failing to pay all reporting time pay owed to Ms. Bravo and other aggrieved employees;

d. Defendants have violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Ms. Bravo and other aggrieved employees;

e. Defendants have violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Ms. Bravo and other aggrieved employees;

f. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Bravo and other aggrieved employees for all work-related expenses incurred;

g. Defendants has violated Labor Code § 226 by failing to furnish Ms. Bravo and other aggrieved employees with accurate and complete itemized wage statements;

h. Defendants has violated Labor Code § 204 by failing to pay Ms. Bravo and other aggrieved employees all earned wages at least twice during each calendar month; and

i. Defendants has violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Bravo and other aggrieved employees.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

cc: Foothill Child Development Services, Inc., (via certified mail)

UNITED STATES POSTAL SERVICE

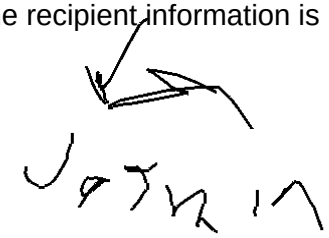
Mailer: Haines Law Group

Date Produced: 06/25/2024

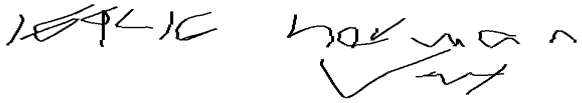
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8366 8344 26. Our records indicate that this item was delivered on 06/24/2024 at 12:08 p.m. in VAN NUYS, CA 91406. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

FOOTHILL CHILD DEVELOPMENT SERVICES INC
INNA DALDALYAN AGENT FOR SERVICE
16946 SHERMAN WAY
LAKE BALBOA CA 91406-3613

Customer Reference Number: C5112564.30808184

Return Reference Number VC

Valerina Cifuentes

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Friday, June 21, 2024 3:28 PM
To: Valerina Cifuentes
Subject: Thank you for submission of your PAGA Case.

6/21/2024

LWDA Case No. LWDA-CM-1035725-24
Law Firm : Haines Law Group, APC
Plaintiff Name : Sandra Bravo
Employer: Foothill Child Development Services, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3