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Attorneys for Plaintiff RAMELLA GUIDRY,
individually, and on behalf of other similarly
situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

RAMELLA GUIDRY, individually, and on
behalf of other similarly situated employees
and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

KIDS KARE SCHOOLS, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24CECG02433

*Assigned for All Purposes to Honorable Jon M.
Skiles, Dept. 503*

**DECLARATION OF ANNABEL BLANCHARD
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 3, 2026
Time: 3:30 p.m.
Dept.: 503

Complaint Filed: June 6, 2024
FAC Filed: October 29, 2025
Trial Date: Not Set

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I, Annabel Blanchard, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Ramella Guidry (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
9 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
10 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
11 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
12 California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve
13 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
14 California Employment Lawyers' Association ("CELA") and other organizations.

15 5. Danielle L. GruppChang is a senior associate attorney at Blackstone Law, APC. She
16 graduated from California Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts
17 degree in Political Science with a minor in Communication Studies. She then obtained her Juris
18 Doctorate from University of California Law San Francisco (formerly known as University of
19 California Hastings College of the Law), graduating in 2016, and was admitted to the California State
20 Bar in January 2017. She has practiced exclusively plaintiff's side labor and employment class and
21 representative action law from 2017 through the present.

22 6. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
23 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
24 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
25 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
26 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
27 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

28 7. I joined Blackstone Law, APC from a highly reputable employment law firm. I

1 graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from
2 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State
3 Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA
4 representative matters, and my work has included, *inter alia*, researching and drafting pleadings,
5 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
6 agreements, engaging in motion practice, claims evaluation and analysis, and making court
7 appearances.

8 8. Blackstone Law, APC has been counsel of record on several class action and PAGA
9 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

10 **Procedural History of the Action**

11 9. On June 5, 2024, Plaintiff provided written notice to the California Labor and
12 Workforce Development Agency (“LWDA”) by online submission and to Defendant Kids Kare
13 Schools, Inc. ("Defendant") by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3,
14 of the specified provisions of the California Labor Code alleged to have been violated by Defendant
15 (“PAGA Letter”). A true and correct copy of the PAGA Letter is attached hereto as **Exhibit 2**.

16 10. On June 6, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Guidry*
17 *v. Kids Kare Schools, Inc.*, Fresno County Superior Court Case No. 24CECG02433 (“Action”),
18 thereby commencing a putative class action against Defendant.

19 11. On August 12, 2024, Plaintiff filed a Complaint for Enforcement Action under the
20 Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Guidry v. Kids*
21 *Kare Schools, Inc.*, Fresno County Superior Court Case No. 24CECG03465 (“PAGA Action”), which
22 alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to Labor Code
23 Section 2698 *et seq.* (“PAGA”) against Defendant.

24 12. On March 10, 2025, Plaintiff and Defendant (together, the “Parties”) participated in a
25 formal mediation conducted by Monique Ngo-Bonnici, Esq. (“Mediator”), a neutral and respected
26 mediator with extensive experience in complex wage and hour matters, and with the assistance of the
27 Mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a class
28 and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in

1 a long form settlement agreement.

2 13. On October 9, 2025, the Parties executed the Joint Stipulation of Class Action and
3 PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the
4 Settlement Agreement is attached hereto as **Exhibit 3**.

5 14. On October 29, 2025, Plaintiff filed a First Amended Class and Representative Action
6 Complaint in the Action (“FAC” or “Operative Complaint”) which is the Operative Complaint in the
7 Action. The Operative Complaint alleges ten (10) causes of action for: failure to pay minimum wages,
8 failure to pay overtime wages, failure to provide compliant meal breaks or pay premiums in lieu
9 thereof, failure to provide compliant rest breaks or pay premiums in lieu thereof, failure to timely pay
10 wages during employment, failure to issue compliant wage statements, failure to timely pay final
11 wages, failure to reimburse necessary business expenses, unfair business practices under Bus. &
12 Professions Code 17200, *et seq.*, and for civil penalties under PAGA for the aforementioned Labor
13 Code violations.

14 **Summary of the Terms of the Settlement Agreement**

15 15. For purposes of settlement only, the Parties have agreed that the Class shall be defined
16 as “all individuals who are current or former non-exempt employees of Defendant, in the State of
17 California during the Class Period” (“Class” or “Class Member(s)”). The Class Period is defined as
18 the period from June 6, 2020 through June 10, 2025. Based on information provided by Defendant, it
19 is estimated that there are a total of One Thousand One Hundred (1,100) Class Members.

20 16. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
21 Complaint for a non-reversionary Gross Settlement Amount of One Million, Nine Hundred Fifty
22 Thousand Dollars (\$1,950,000), exclusive of employer-side payroll taxes. The Gross Settlement
23 Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The
24 Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of One-Third (1/3) of the
25 Gross Settlement Amount (i.e., \$650,000 if the Gross Settlement Amount is \$1,950,000); (2) Class
26 Counsel's actual litigation costs and expenses, not to exceed Thirty Thousand Dollars (\$30,000); (3)
27 Settlement Administration Costs, not to exceed Ten Thousand Dollars (\$10,000); (4) Enhancement
28 Payment in the amount of Ten Thousand Dollars (\$10,000); and (5) PAGA Amount in the amount of

Two Hundred Thousand Dollars (\$200,000). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be One Million, Fifty Thousand Dollars (\$1,050,000). Additionally, 25% of the PAGA Amount ("Aggrieved Employee Amount"), which is \$50,000 out of \$200,000, will be fully distributed to "all individuals who are current or former non-exempt employees of Defendant, in the State of California during the PAGA Period" ("Aggrieved Employee(s)"). The "PAGA Period" is defined as the period from June 6, 2023 through June 10, 2025.

17. The Net Settlement Amount will be distributed and paid to all Settlement Class Members on a *pro rata* basis based on the number of weeks each Settlement Class Member worked for Defendant as a non-exempt employee in California during the Class Period ("Workweeks"). The *pro rata* share of the Net Settlement Amount that a Settlement Class Member may be eligible to receive under the Class Settlement ("Individual Settlement Share") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

18. The Aggrieved Employee Amount will be distributed and paid to all Aggrieved Employees on a *pro rata* basis based on the number of pay periods each Aggrieved Employee worked for Defendant as a non-exempt employee in California during the PAGA Period ("Pay Periods"). The *pro rata* share of the Aggrieved Employee Amount that an Aggrieved Employee may be eligible to receive under the PAGA Settlement ("Individual PAGA Payment") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

19. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payment. The Employer Taxes will be paid by Defendant separately and in addition to the Gross Settlement Amount.

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1 for unreimbursed business expenses; \$1,574,711 for waiting time penalties; and \$441,950 for wage
2 statement penalties. Plaintiff further estimated that Defendant faced an additional exposure of
3 \$1,393,700 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA
4 statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum
5 potential exposure totaled \$5,812,388 in damages.

6 ***Specific Risks Considered***

7 25. Although the investigation and information discovered supports Plaintiff's contentions,
8 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
9 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
10 the Settlement.

11 26. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
12 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
13 inherent in such litigation, including those involved in class and/or representative adjudication.
14 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
15 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
16 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
17 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

18 27. Defendant denied and continues to deny any liability and wrongdoing of any kind
19 associated with the claims alleged in the Action, and further denies that class certification is
20 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
21 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
22 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
23 individual issues would predominate should this case go to trial. As with all class actions, these
24 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
25 that the Court may deny class certification.

26 28. For example, Plaintiff's meal period claims, which were based on Defendant's alleged
27 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
28 Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had

1 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
2 in the manner required under California law. Defendant contended that its policies and practices at all
3 times during the Class Period were lawful. Indeed, Plaintiff's analysis revealed only a 13.8% violation
4 rate for purported unique meal period violations. Defendant further argued that the rate of purported
5 meal period violations reflected in the data would require individualized inquiry and that such inquiry
6 would prohibit a class from being certified. We also had to consider the risk that the Court would find
7 validity in the individualized proof defense to certification of Plaintiff's meal period claim.

8 29. Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest
9 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
10 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
11 required under California law. Additionally, this claim was even more uncertain given the difficulties
12 associated with proving the alleged rest period violations, as Defendant was not required to record
13 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
14 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
15 certainty, which made the estimated value of this claim subject to much challenge.

16 30. Plaintiff also faced challenges certifying and proving liability for her minimum wage
17 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
18 performed by the Class Members both before and after their shifts and during purported meal periods.
19 For example, employees were contacted outside of work hours with work-related inquiries. However,
20 the individualized nature of why this work was performed and the individualized nature of damages
21 presented substantial concerns regarding the manageability of the case and the risk the Court could
22 find these issues prevented certification, and the estimated damages for this claim were based on an
23 assumption that all Class Members worked off the clock for at least one hour per week.

24 31. Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class
25 Members for necessary business-related expenses, such as the use of personal cell phones for work-
26 related purposes, mileage for transporting students, and the cost of purchasing and maintaining
27 required clothing such as company logo shirts. Defendant contended that it had a policy and practice
28 of reimbursing employees for necessary business-related expenses. Defendant further contended that,

1 with respect to the alleged expenses for which Plaintiff and the other Class Members never requested
2 reimbursement from Defendant, it did not know and had no reason to know that alleged business-
3 related expenses had been incurred. Defendant further contended that the reason for why a Class
4 Member undertook certain expenses, while not others, and failed to receive reimbursement for certain
5 expenses while not others, would raise individual issues that could not be certified.

6 32. There are also substantial risks associated with Plaintiff's waiting time penalties and
7 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
8 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
9 certification was denied on those underlying claims, these derivative claims for penalties would also
10 likely fail. Further, even if Plaintiff prevailed on her underlying claims, she would still be required to
11 demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations.
12 Wage statement claims have also seen varying treatment at the appellate level because such claims
13 have an element of discretion attached to them rather than a pure calculation of damages after liability
14 is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendant's
15 estimated liability, were therefore uncertain.

16 33. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
17 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
18 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
19 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
20 contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees
21 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
22 employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
23 employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would
24 substantially delay any recovery by the Class.

25 34. Therefore, taking into account how each of the above risks potentially effected
26 Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the
27 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's
28 estimated liability based on the challenges facing her ability to succeed on class certification by 45%

1 to \$3,196,813. The merits-based risk factors further reduced Defendant's estimated liability by an
2 additional 40%. This resulted in an adjusted estimated liability of \$1,918,088. In light thereof, the
3 settlement amount of \$1,950,000 is a significant settlement.

4 35. Class Counsel also separately contemplated the risks of proceeding with the PAGA
5 claims and potential liability Defendant could face from these claims as part of the global resolution.
6 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
7 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
8 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
9 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
10 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
11 Class Counsel also anticipated **Error! Reference source not found.** would argue that the violations
12 per pay period were low, warranting an additional reduction in civil penalties. Finally, Class Counsel
13 was also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature
14 but is instead intended to facilitate enforcement of California's labor laws by financing state activities
15 and educating and deterring non-compliance.

16 36. Therefore, after considering this multitude of factors, we concluded that it was in the
17 best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and
18 to allocate Two Hundred Thousand Dollars (\$200,000) of the Gross Settlement Amount towards the
19 PAGA claims, which represents more than 10% of the Gross Settlement Amount **Error! Reference**
20 **source not found..** This percentage of the settlement is well-within the range of wage and hour
21 settlements regularly approved in both state and federal court for cases that include both a class and
22 PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve
23 PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount
24 have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement
25 is significant, not only from a monetary perspective, but also because it fulfills the public policy
26 objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state,
27 and deter future non-compliance by the employer.

28 37. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.

1 The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the State
2 of California and is within the accepted range of recoveries for this type of litigation given the inherent
3 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
4 litigation.

5 ***Enhancement Payment***

6 38. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement
7 Payment of Ten Thousand Dollars (\$10,000) to Plaintiff Ramella Guidry. This Enhancement Payment
8 is eminently reasonable given the time and effort Plaintiff spent on this case, and the benefit to the
9 Class Members as a result of Plaintiff's actions. Notice of the requested Enhancement Payment is
10 disclosed to the Class Members in the Class Notice.

11 ***Attorneys' Fees and Costs***

12 39. The attorneys' fees incurred by Class Counsel are in line with the common fund
13 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an
14 amount of up to One-Third (1/3) of the Gross Settlement Amount (i.e., \$650,000 if the Gross
15 Settlement Amount is \$1,950,000) and actual litigation costs and expenses in an amount not to exceed
16 Thirty Thousand Dollars (\$30,000), which will be paid out of the Gross Settlement Amount, subject
17 to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not
18 receive any compensation until recovery is obtained..

19 40. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
20 into tangible monetary benefits as follows: (1) Settlement Class Members, the State of California, and
21 Aggrieved Employees will obtain monetary recovery over a relatively short period of time, as opposed
22 to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that
23 compares favorably with other similar class action settlements of this type, given the strengths and
24 weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would
25 have only increased significantly had the case progress through certification, trial, and/or upon appeal.

26 41. Class Counsel has litigated this matter for over a year and was actively preparing this
27 matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of
28 the legal services provided, the time incurred in performing those services, and Class Counsel's hourly

1 rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class
2 Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Settlement Class
3 Members in the Class Notice.

4 *Notice to the Class*

5 42. The Parties have agreed to retain ILYM Group (“ILYM Group” or “Settlement
6 Administrator”) to handle the notice and settlement administration process. The Parties respectfully
7 request that the Court appoint ILYM Group to handle these procedures and to serve as the Settlement
8 Administrator. Defendant will provide ILYM Group with the Class List and ILYM Group will
9 calculate each Settlement Class Member's estimated Individual Settlement Share and each Aggrieved
10 Employee's estimated Individual PAGA Payment. ILYM Group will also receive and process
11 Requests for Exclusion, Notices of Objection, and Disputes; will provide necessary reports and
12 declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to
13 the wages portion of the Individual Settlement Shares; will prepare and submit informational and other
14 tax filings and documents; will issue and transmit all payments provided for by the Settlement,
15 including, but not limited to, mailing Individual Settlement Payment checks to the Settlement Class
16 Members and Individual PAGA Payment checks to the Aggrieved Employees; and perform any other
17 usual and customary duties for administering a class action settlement.

18 43. I am not aware of an alternative method of providing notice to the Class which would
19 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
20 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
21 method, skip tracing will be performed, if necessary.

22 *Notice of Settlement to the LWDA*

23 44. In accordance with California Labor Code section 2699(l)(2), on October 30, 2025, a
24 copy of the proposed Settlement was submitted to the LWDA via online submission through the
25 LWDA’s website. A true and correct copy of the email from the LWDA confirming receipt is attached
26 hereto as **Exhibit 4**.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct.

3 Executed on January 6, 2026, at Los Angeles, California.

4 *A. Blanchard*

Annabel Blanchard

EXHIBIT 1

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2



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Barbara DuVan-Clarke, Esq.
bdc@blackstonepc.com

June 5, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Ramella Guidry v. Kids Kare Schools Inc.*

To Whom It May Concern:

This office represents Ramella Guidry (“Claimant”) with respect to their claims under the California Labor Code against Kids Kare Schools Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Ramella Guidry from approximately March 2023 to August 2023 as a non-exempt, hourly-paid/salaried employee. Ramella Guidry worked as a School Bus Driver for Employers and was based out of Employers’ facility located at 3003 N West Ave, Fresno, CA 93705.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock prior to clocking-in and/or after clocking-out for their shifts. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented

Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an

employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
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must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

A handwritten signature in blue ink, appearing to read 'Barbara DuVan-Clarke'.

Barbara DuVan-Clarke, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Kids Kare Schools, Inc.
Agent for Service, Jeanne L. Delacerda
4697 N. Bendel
Fresno, CA 93722

EXHIBIT 3

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Ramella Guidry
4 (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and
5 on behalf of the State of California with respect to aggrieved employees, and Defendant Kids Care
6 Schools, Inc., (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and
7 individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the employment of Aggrieved Employees (as defined
10 herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On June 5, 2024, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
15 Code alleged to have been violated by Defendant (“PAGA Letter”).

16 2. On June 6, 2024, Plaintiff filed a Class Action Complaint for Damages in the action
17 entitled *Guidry v. Kids Kare Schools, Inc.*, Fresno County Superior Court Case No. 24CECG02433
18 (“Action”), thereby commencing a putative class action against Defendant.

19 3. On August 12, 2024, Plaintiff filed a Complaint for Enforcement Action Under the
20 Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Guidry v. Kids*
21 *Kare Schools, Inc.*, Fresno County Superior Court Case No. 24CECG03465 (“PAGA Action”), which
22 alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California
23 Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

24 4. Plaintiff intends to file a First Amended Class and Representative Action Complaint
25 (“Operative Complaint”) in the Action, which adds the PAGA claims alleged in the PAGA Action to
26 the Action. Together, the Action and PAGA Action are referred to as the “Actions.” Plaintiff
27 immediately upon the filing of the Operative Complaint, Plaintiff will dismiss the PAGA Action.

28 5. The Operative Complaint alleges ten (10) causes of action for violations of the
California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to

1 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
2 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
3 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
4 to reimburse necessary business expenses, for violations of California Business & Professions Code
5 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
6 penalties under PAGA based on the aforementioned California Labor Code violations.

7 6. Defendant denies all material allegations set forth in the Actions and has asserted
8 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
9 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein),
10 and Released PAGA Claims (as defined herein).

11 7. Class Counsel diligently investigated the class and PAGA claims against Defendant,
12 including any and all applicable defenses and the applicable law. The investigation included, *inter*
13 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
14 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
15 merits of the claims and contentions of the Parties.

16 8. On March 10, 2025, the Parties participated in mediation with Monique Ngo-Bonnici,
17 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance
18 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The
19 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an
20 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs
21 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,
22 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set
23 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
24 Class Members, State of California, and Aggrieved Employees in light of all known facts and
25 circumstances, including the risk of significant delay and uncertainty associated with litigation and
26 various defenses asserted by Defendant.

27 9. The Parties expressly acknowledge that this Settlement Agreement is entered into
28 solely for the purpose of compromising significantly disputed claims and that nothing herein is an

admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

10. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Aggrieved Employee(s)” means all individuals who are current or former non-exempt employees of Defendant, in the State of California during the PAGA Period.

b. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 13.

c. “Class” or “Class Member(s)” means all individuals who are current or former non-exempt employees of Defendant, in the State of California during the Class Period.

d. “Class Counsel” means Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

e. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates employed by Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

f. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

g. “Class Period” means the period from June 6, 2020 through June 10, 2025.

h. “Class Settlement” means the settlement and resolution of all Released Class Claims.

i. “Court” means the Superior Court of the State of California for the County of

1 Fresno.

2 j. “Defendant’s Counsel” means Mark D. Kruthers of Fennemore LLP.

3 k. “Dispute” means a letter submitted by a Class Member disputing the number of
4 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
5 name and number of the Action; (b) contain the Class Member’s full name, signature, address,
6 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)
7 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
8 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
9 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
10 Deadline.

11 l. “Effective Date” means the following: (i) if no Settlement Class Member
12 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
13 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
14 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
15 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
16 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
17 in final judicial approval of the Settlement.

18 m. “Employer Taxes” means the employer’s share of taxes and contributions in
19 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
20 in addition to the Gross Settlement Amount.

21 n. “Enhancement Payment” means the amount to be paid to Plaintiff, in
22 recognition of her effort and work in prosecuting the Actions on behalf of Class Members and
23 Aggrieved Employees, and general release of claims, as set forth in Paragraph 14.

24 o. “Final Approval” means the determination by the Court that the Settlement is
25 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

26 p. “Final Approval Hearing” means the hearing at which the Court will consider
27 and determine whether the Settlement should be granted Final Approval.

28 q. “Final Approval Order and Judgment” means the order granting final approval

of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

r. “Gross Settlement Amount” means the amount of One Million, Nine Hundred Fifty Thousand Dollars (\$1,950,000) to be paid by Defendant in full satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 17.

s. “Individual PAGA Payment” means the *pro rata* share of the Aggrieved Employee Amount that an Aggrieved Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 19.

t. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 20.

u. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 18.

v. “LWDA Payment” means the amount of One Hundred Fifty Thousand Dollars (\$150,000), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

w. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

x. “Notice of Objection” means a Settlement Class Member’s written objection to

the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

y. "PAGA Penalties" means the allocation of Two Hundred Thousand Dollars (\$200,000) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$150,000, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$50,000, will be distributed to the Aggrieved Employees (i.e., the Individual PAGA Payments).

z. "Individual PAGA Payments" means the amount of Fifty Thousand Dollars (\$50,000), i.e., 25% of the PAGA Amount, to be distributed to Aggrieved Employees on a *pro rata* basis based on their Pay Periods.

aa. "PAGA Period" means the period from June 6, 2023 through June 10, 2025.

bb. "PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

cc. "Pay Periods" means the number of pay periods each Aggrieved Employee worked for Defendant as a non-exempt employee in California during the PAGA Period. Pay Periods will be calculated by the Settlement Administrator by using the number of pay periods during the PAGA period each Aggrieved Employee performed services for Defendant as a non-exempt employee in California.

dd. "Preliminary Approval" means the date on which the Court enters the Preliminary Approval Order.

ee. "Preliminary Approval Order" means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

ff. "Released Class Claims" means any and all claims which were alleged or which

could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, California Business and Professions Code sections 17200, *et seq.*, and any other statutes or laws alleged in the Operative Complaint or which could have reasonably been alleged based on the factual allegations in the Operative Complaint.

gg. “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and any other statutes or laws alleged in the Operative Complaint or which could have reasonably been alleged based on the factual allegations in the Operative Complaint .

hh. “Released Parties” means Defendant and each of its former and present subsidiaries, affiliates, parents, agents, supervising employees, members, investors (including but not limited to Defendant’s affiliates, employees, partners (limited and general), holding companies and investment partnerships), partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors, assigns, shareholders, owners, and members.

ii. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and

1 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
2 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
3 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

4 jj. “Response Deadline” means the deadline by which Class Members must submit
5 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
6 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
7 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
8 Deadline will be extended to the next day on which the United States Postal service is open. The
9 Response Deadline may also be extended by express agreement between Class Counsel and
10 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
11 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
12 Response Deadline.

13 kk. “Settlement Administrator” means ILYM Group, or any other third-party class
14 action settlement administrator agreed to by the Parties and approved by the Court for purposes of
15 administering the Settlement. The Parties and their counsel each represent that they do not have any
16 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
17 Administrator that could create a conflict of interest.

18 ll. “Settlement Administration Costs” means the costs payable from the Gross
19 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
20 Paragraph 16.

21 mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
22 who do not submit a timely and valid Request for Exclusion.

23 nn. “Workweeks” means the number of weeks each Class Member worked for
24 Defendant as a non-exempt employee in California during the Class Period. Workweeks will be
25 calculated by the Settlement Administrator based on the number of weeks during the Class Period that
26 a Class Member performed services for Defendant as a non-exempt employee.

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1 **CLASS CERTIFICATION**

2 11. For the purposes of this Settlement only, the Parties stipulate to the certification of the
3 Class.

4 12. The Parties agree that certification for the purpose of settlement is not an admission
5 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
6 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
7 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
8 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
9 non-settlement context.

10 **TERMS OF THE AGREEMENT**

11 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
12 forth herein, the Parties agree, subject to the Court's approval, as follows:

13 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
14 or motion by Class Counsel for attorneys' fees in the amount up to Thirty-Five Percent (35%) of the
15 Gross Settlement Amount (i.e., \$682,500 if the Gross Settlement Amount is \$1,950,000) and
16 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
17 of the Actions, in an amount not to exceed Thirty Thousand Dollars (\$30,000), both of which will be
18 paid from the Gross Settlement Amount. These amounts will cover any and all work performed and
19 any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including
20 without limitation all work performed and costs incurred to date, and all work to be performed and all
21 costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement,
22 including any objections raised and any appeals necessitated by those objections. Class Counsel shall
23 be solely and legally responsible for correctly characterizing this compensation for tax purposes and
24 for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
25 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys'
26 Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net
27 Settlement Amount for the benefit of the Settlement Class Members.

28 14. Enhancement Payment. Defendant agrees not to oppose or impede any application or

1 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars (\$10,000).
2 The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court
3 approval, will be in addition to her Individual Settlement Payment as a Settlement Class Member and
4 Individual PAGA Payment as a Aggrieved Employee. Plaintiff shall be solely and legally responsible
5 for correctly characterizing this compensation for tax purposes and for paying any taxes on the
6 amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the
7 Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by
8 the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement
9 Class Members.

10 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
11 Two Hundred Thousand Dollars (\$200,000) shall be allocated from the Gross Settlement Amount
12 toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*
13 (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$150,000, will be paid to the
14 LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$50,000, will be distributed to
15 Aggrieved Employees (i.e., the Aggrieved Employee Amount) on a *pro rata* basis, based on the total
16 number of Pay Periods worked by each Aggrieved Employee during the PAGA Period (i.e., the
17 Individual PAGA Payments).

18 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
19 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
20 which is currently estimated not to exceed Ten Thousand Dollars (\$10,000.00). These costs, which
21 will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*,
22 printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating
23 and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all
24 required tax reporting, filings, withholdings, and remittances, providing necessary reports and
25 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
26 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
27 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
28 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded

Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

17. Escalator Clause. Defendant has represented that the Class Members worked a total of 67,750 Workweeks during the period from June 6, 2020 to March 10, 2025. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 67,750 by more than 10% (i.e., if the Workweeks exceed 74,525), then Defendant shall have the option to either: 1) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (for example, if the number of Workweeks increases by 11% to 75,203 Workweeks, then the Gross Settlement Amount would increase by 1%); or 2) end the Class Period (and release period) on the date when the Workweeks total no more than 74,525 Workweeks.

18. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to each Settlement Class Member's final Individual Settlement Share.

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the Aggrieved Employee Amount based on the Aggrieved Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the Aggrieved Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all Aggrieved

Employees to yield the “Pay Period Value,” and multiply each Aggrieved Employee’s individual Pay Periods by the Pay Period Value to yield each Aggrieved Employee’s Individual PAGA Payment.

20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

21. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, Aggrieved Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

22. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement Class Members, and Aggrieved Employees understand and agree that Plaintiff, Settlement Class Members, and Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class Members, and Aggrieved Employees should consult with their tax advisors concerning the tax

1 consequences of any payment they receive under the Settlement.

2 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
3 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
4 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
5 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
6 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
7 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
8 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
9 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
10 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
11 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
12 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
13 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
14 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
15 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
16 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
17 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
18 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
19 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
20 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S
21 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
22 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
23 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
24 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

25 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
26 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
27 are issued to the payee. It is expressly understood and agreed that payments made under this
28 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any Aggrieved

Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any Aggrieved Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as the representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

27. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. The Settlement Administrator

1 shall keep the Class List confidential and not share with Class Counsel or any other
2 individuals/entities. However, the Settlement Administrator will be allowed to share information
3 about the total number of Class Members, total number of Aggrieved Employees, and the total
4 Workweeks/Pay Periods worked.

5 28. Notice by First-Class U.S. Mail.

6 a. Within seven (7) calendar days after receiving the Class List from Defendant,
7 the Settlement Administrator will perform a search based on the National Change of Address Database
8 or any other similar services available, such as provided by Experian, for information to update and
9 correct for any known or identifiable address changes, and will mail a Class Notice (in the form
10 attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail,
11 using the most current, known mailing addresses identified by the Settlement Administrator.

12 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
13 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
14 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
15 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
16 attempt to determine the correct address using a skip-trace or other search, using the name, address,
17 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
18 calendar days.

19 c. Compliance with the procedures described herein above shall constitute due and
20 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
21 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
22 provide notice of the Settlement.

23 29. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
24 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
25 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
26 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
27 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
28 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data

1 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
2 Member, Defendant's records will be presumed to be correct and determinative of the dispute.
3 However, if a Class Member produces information and/or documents to the contrary, the Settlement
4 Administrator will evaluate the materials submitted by the Class Member and the Settlement
5 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
6 the disputing Class Member should be credited with under the Settlement. The Settlement
7 Administrator's decision on such disputes will be final and non-appealable.

8 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
9 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
10 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
11 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
12 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
13 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
14 submitted, and also identify the individuals who have submitted a timely and valid Request for
15 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
16 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
17 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
18 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
19 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
20 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
21 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
22 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
23 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
24 Final Approval to the Settlement. Notwithstanding the above, all Aggrieved Employees will be bound
25 to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether
26 they submit a Request for Exclusion.

27 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
28 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by

1 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
2 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
3 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
4 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
5 and complete and which were not), and also attach them to a declaration that is to be filed with the
6 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
7 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
8 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
9 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
10 whether they have submitted a Notice of Objection.

11 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide
12 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
13 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
14 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
15 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
16 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
17 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
18 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
19 Dispute.

20 33. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members
21 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
22 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
23 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the
24 number of Class Members who have submitted timely and valid Requests for Exclusion following the
25 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
26 administration owed to the Settlement Administrator incurred up to that date.

27 34. Certification of Completion. Upon completion of administration of the Settlement, the
28 Settlement Administrator will provide a written declaration under oath to certify such completion to

1 the Court and counsel for all Parties.

2 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
3 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
4 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
5 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
6 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
7 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
8 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
9 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
10 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
11 Approval Order and Judgment, which will provide for, in substantial part, the following:

12 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
13 consummation of its terms and provisions;

14 b. Certification of the Settlement Class;

15 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

16 d. Approval of the application for Enhancement Payment to Plaintiff;

17 e. Directing Defendant to fund all amounts due under the Settlement Agreement
18 and ordered by the Court; and

19 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
20 conformity with California Rules of Court 3.769 and the Settlement Agreement.

21 36. Funding of the Gross Settlement Amount. No later than five (5) business days after
22 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
23 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
24 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
25 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
26 unemployment insurance tax ID number, and other information requested by the Settlement
27 Administrator, no later than five (5) business days after the Effective Date.

28 37. Distribution of the Gross Settlement Amount. Within five (5) business days of the
funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual

1 Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved
2 Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and
3 Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator
4 shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and
5 withholding, and timely forward these to the appropriate government authorities.

6 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking
7 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
8 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
9 Aggrieved Employees in accordance with this Settlement Agreement. When issuing payments, the
10 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
11 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
12 Members and Aggrieved Employees are not required to submit a claim to be issued an Individual
13 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
14 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
15 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
16 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
17 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
18 Aggrieved Employee. The Parties agree that this disposition results in no "unpaid residue" under
19 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
20 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant
21 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
22 amended and/or supplemental tax filings and reporting required under applicable local, state, and
23 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
24 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
25 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and Aggrieved
26 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
27 PAGA Settlement.

28 39. Class Settlement Release. Upon the Effective Date and full funding of the Gross
Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,

1 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
2 Released Class Claims.

3 40. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
4 Settlement Amount, Plaintiff, the State of California with respect to all Aggrieved Employees, and all
5 Aggrieved Employees will be deemed to have fully, finally, and forever released, settled,
6 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

7 41. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
8 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,
9 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
10 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
11 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
12 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
13 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution
14 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
15 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
16 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
17 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the
18 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil
19 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
20 follows:

21 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
22 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
23 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
24 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
25 **THE DEBTOR OR RELEASED PARTY.**

26 42. Final Approval Order and Judgment. The Parties shall provide the Settlement
27 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
28 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for

sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

44. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order and Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

1 45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
2 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
4 of action or right herein released and discharged.

5 46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
6 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
7 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

8 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
11 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
13 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
14 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
15 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
16 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
Agreement.

17 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
18 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
19 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
20 Approval Hearing to be conducted by the Court.

21 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
22 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
23 except by written agreement signed by counsel for all Parties. After the filing of the motion for
24 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
25 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
26 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
27 constitute a waiver of any other provision.

28 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
2 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
3 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
4 full authority to enter into this Settlement Agreement, and further intend that this Settlement
5 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
6 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
7 confidentiality provisions that otherwise might apply under state or federal law.

8 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
9 impossible or impractical to have each Settlement Class Member or Aggrieved Employee execute this
10 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
11 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
12 as to the Aggrieved Employees, and the releases provided for by this Settlement Agreement shall have
13 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
Member and Aggrieved Employee.

14 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
15 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

16 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits
17 hereto will be governed by and interpreted according to the laws of the State of California.

18 54. Execution and Counterparts. This Settlement Agreement is subject only to the
19 execution of all Parties. However, this Settlement Agreement may be executed in one or more
20 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
21 copies of the signature page, will be deemed to be one and the same instrument.

22 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
23 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
24 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
25 account all relevant factors, present and potential. The Parties further acknowledge that they are each
26 represented by competent counsel and that they have had an opportunity to consult with their counsel
27 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
28 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement

1 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
2 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

3 56. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this Settlement
6 Agreement valid and enforceable.

7 57. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
8 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
9 to implement the Settlement.

10 58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
11 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
12 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
13 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
14 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
15 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
16 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
17 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
18 construed as an admission or concession by Defendant of any such violations or failures to comply
19 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
20 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
21 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
22 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
23 federal, state, local, or other applicable law.

24 59. Captions. The captions and paragraph numbers in this Settlement Agreement are
25 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
26 intent of the provisions of this Settlement Agreement.

27 60. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
28 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be

1 construed more strictly against one Party than another merely by virtue of the fact that it may have
2 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
3 negotiations between the Parties, all Parties have contributed equally to the preparation of this
4 Settlement Agreement.

5 61. Representation By Counsel. The Parties acknowledge that they have been represented
6 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
7 that this Settlement Agreement has been executed with the consent and advice of counsel, and
8 reviewed in full.

9 62. All Terms Subject to Final Court Approval. All amounts and procedures described in
10 this Settlement Agreement herein will be subject to final Court approval.

11 63. Notices. All notices, demands, and other communications to be provided concerning
12 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
13 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
14 as follows:

15 To Plaintiff and Class Counsel:

16 Barbara DuVan-Clarke

17 BDC@blackstonepc.com

18 Annabel Blanchard

19 Ablanchard@blackstonepc.com

20 Alexandra Rose

21 arose@blackstonepc.com

22 **BLACKSTONE LAW, APC**

23 8383 Wilshire Boulevard, Suite 745

24 Beverly Hills, California 90211

25 Tel: (310) 622-4278 / Fax: (855) 786-6356

26 To Defendant:

27 Mark D. Kruthers

28 Fennemore LLP

8080 N Palm Avenue

Third Floor

Fresno, California 93711

Tel: (559) 432-4500/ Fax: (559) 432-4590

64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
cooperate with each other in good faith and use their best efforts to implement the Settlement,

1 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
2 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
3 content of any document needed to implement the Settlement Agreement, or on any supplemental
4 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
5 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

6 65. No Public Comment. The Parties and their counsel agree that they will not post any
7 information on websites (other than the Fresno Superior Court website and the Settlement Administrator's
8 website) in any other public forum, issue any press releases, initiate any contact with the press, respond to any
9 press inquiry, or have any communication with the press about the fact, amount or terms of the settlement.

10 66. Failure to Obtain Final Approval. If the Court fails to grant final approval, the Parties shall be
11 restored to their positions at the time of the execution of this Joint Stipulation, which shall include but not be
12 limited to, all funds paid by Defendant as consideration for the release of the Released Class Claims and/or
13 Released PAGA Claims shall be returned to Defendant, with the exception that if any settlement administration
14 costs are due and payable, Plaintiff and Defendant agree to split those costs. Moreover, neither the Class
15 Members, the Aggrieved Employees, nor the State of California will have released claims hereunder, and no
16 member of the Parties will be deemed to be bound by any of the representations contained herein.

17 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
18 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

19 **IT IS SO AGREED.**

20 **PLAINTIFF RAMELLA GUIDRY**

21
22 Dated: 09/19/2025

Ramella Guidry
Plaintiff Ramella Guidry

24 **DEFENDANT KIDS KARE SCHOOLS, INC.**

25 Dated: 10/9/2025

James L. Fisher
Full Name: JAMES L. FISHER
Title: Owner, President
On behalf of Defendant Kids Kare Schools, Inc.

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3 

4 Dated: 09/19/2025

5 Barbara DuVan-Clarke
6 *Attorneys for* Plaintiff Ramella Guidry
7 and Proposed Class Counsel

8 **FENNEMORE LLP**

9 Dated: _____

10 Mark D. Kruthers
11 *Attorneys for* Defendant Kids Kare Schools, Inc.

1 **APPROVED AS TO FORM ONLY:**

2

BLACKSTONE LAW, APC

3

4 Dated: _____

5

Barbara DuVan-Clarke
Attorneys for Plaintiff Ramella Guidry
and Proposed Class Counsel

6

7

FENNEMORE LLP

8

9 Dated: Oct. 9, 2025

10



Mark D. Knuthers
Attorneys for Defendant Kids Kare Schools, Inc.

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EXHIBIT 4



Outlook

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Jue 30/10/2025 13:18

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

10/30/2025 11:18:13 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/30/2025 11:18:13 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1032187-24

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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)