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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TERRILYNN THRUSH, individually, and on behalf of all others similarly situated, *Plaintiff*, VS. BERLITZ LANGUAGES, INC.; and DOES 1 through 10, inclusive, *Defendants.*	Case No.: 24STCV23050 **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT** Action Filed: September 6, 2024 Trial Date: Not set

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This Joint Stipulation of Class and Representative Action Settlement ("Settlement Agreement," "Settlement," or "Agreement") is made by and between Plaintiff Terrilynn Thrush ("Plaintiff") and Defendant Berlitz Languages, Inc. ("Defendant") (Plaintiff and Defendant collectively, "the Parties," and individually "Party").

1. **DEFINITIONS.**

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Terrilynn Thrush v. Berlitz Languages, Inc.*, initiated on September 6, 2024, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 24STCV23050.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, ("Phoenix") the neutral entity the Parties have designated to administer the Settlement, or such other settlement administrator as may be approved by the Court.

1.3. "Administration Expenses Payment" means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement. The Administration Expenses Payment are estimated not to exceed $7,250.00, and will be payable from, and not in addition to, the Gross Settlement Amount.

1.4. "Aggrieved Employees" means all current and former hourly-paid, non-exempt employees of Defendant in the State of California during the PAGA Period.

1.5. "Class" means all current and former hourly-paid, non-exempt employees of Defendant in the State of California from during the Class Period.

1.6. "Class Counsel" means Kane Moon and Jacquelyne VanEmmerik of Moon Law Group, P.C.

1.7. "Class Counsel Fees Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the

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Action, not to exceed one-third of the Gross Settlement Amount, subject to approval by the Court. Any Class Counsel Fees Payment will be paid out of, and not in addition to, the Gross Settlement Amount.

1.8. "Class Counsel Expenses Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable and actual expenses incurred to prosecute the Action, not to exceed $30,000.00, subject to approval by the Court Any Class Counsel Expense Payment will be paid out of a, and not in addition to, the Gross Settlement Amount.

1.9. "Class Data" or "Class List" means Class Member identifying information in Defendant's possession, including the Class Member's name, last-known mailing address, last-known telephone number, Social Security number, dates of employment, number of Workweeks worked during the Class Period, and number of PAGA Pay Periods worked during the PAGA Period.

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

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

1.12. "Class Notice" means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.

1.13. "Class Period" means the period from September 6, 2020, through April 4, 2026.

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1.14. "Class Representative" means the named Plaintiff in the Action, Terrilynn Thrush, who is seeking Court approval to serve as a Class Representative.

1.15. "Class Representative Enhancement Award" means the court-approved payment allocated to the Class Representative for her services in support of the Action and General Release, not to exceed $7,500.00. The Class Representative Enhancement Award will be reported on an IRS Form 1099.

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

1.17. "Defendant" means the named Defendant in the Action, Berlitz Languages, Inc.

1.18. "Defense Counsel" means Andrea F. Oxman, Trevor R. Witt, and Kimberly Zerega of Jackson Lewis P.C.

1.19. "Effective Date" means the date on which the Court's order approving the Settlement Agreement and its entry of judgment become Final. "Final" shall mean the date when all of the following events have occurred: (i) the Court has entered a Final Order and Judgment certifying the Settlement Class and approving this Agreement; (ii) 65 calendar days have passed since the Court has entered the Final Order and Judgment; and (iii) the period for filing any appeal, writ, or other appellate proceeding opposing the Court's entry of the Final Order and Judgment has expired without any appeal, writ, or other appellate proceeding having been filed or any other opposition, challenge, or motion to vacate the entry of the Final Order and Judgment having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Final Order and Judgment has been filed, five calendar days after any appeal, writ, or other appellate proceedings opposing this Agreement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.20. "Final Approval Order" means the Court's Order Granting Final Approval of the

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Settlement.

1.21. "Final Approval Hearing" means the Hearing on Plaintiff's Motion for Final Approval of the Settlement. Plaintiff agrees to request that the Final Approval Hearing be held within one hundred and twenty (120) calendar days after the Preliminary Approval Order, subject to the Court's availability.

1.22. "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23. "Gross Settlement Amount" means $450,000.00, the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Award, and Administration Expenses Payment. Defendant will pay its employer payroll taxes (FICA, FUTA, payroll taxes, or any similar tax or charge) separately and in addition to the Gross Settlement Amount.

1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.

1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties, allocated pursuant to California Labor Code section 2699(m), and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive civil penalties under California Labor Code section 2699(a).

1.27. "LWDA PAGA Payment" means the LWDA's 65% share of the PAGA Penalties,

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allocated pursuant to California Labor Code section 2699(m).

1.28. "Net Settlement Amount" means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Award, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. "Objection" means a Class Member's written objection to a term of, or the terms of, the Settlement.

1.31. "PAGA" means the Labor Code Private Attorneys General Act, California Labor Code sections 2698, *et seq*.

1.32. "PAGA Notice" means Plaintiff's August 31, 2024 letter to the LWDA providing written notice pursuant to California Labor Code section 2699.3(a).

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

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed $30,000.00.

1.35. "PAGA Period" means the period from August 31, 2023, through April 4, 2026.

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.37. "Plaintiff" means the named Plaintiff in the Action, Terrilynn Thrush.

1.38. "Preliminary Approval Order" means the Court's Order Granting Preliminary

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Approval of the Settlement.

1.39. "Released Class Claims" means the claims released as described in Paragraph 5.2.

1.40. "Released PAGA Claims" means the claims released as described in Paragraph 5.3.

1.41. "Released Parties" means Defendant and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, and its shareholders, investors, owners, partners, officers, directors, employees, agents, attorneys, insurers, joint venturers, predecessors, related entities, and successors and assigns, including its counsel of record in the Action and all other individuals and entities acting on their behalf.

1.42. "Request for Exclusion" means a Class Member's written request to be excluded from the Settlement signed by the Class Member and timely mailed to the Administrator.

1.43. "Response Deadline" means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class, and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.

1.44. "Settlement" or "Settlement Agreement" or "Agreement" means this Joint Stipulation of Class and Representative Action Settlement Agreement.

1.45. "Workweek" means any week in which a Class Member worked for Defendant for at least one day during the Class Period.

2. **RECITALS.**

2.1. On August 31, 2024, Plaintiff submitted to the LWDA, and sent via certified mail

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to Defendant, a Notice of Labor Code Violations and PAGA Penalties pursuant to Labor Code section 2699.3(a).

2.2. On September 6, 2024, Plaintiff filed a Class Action Complaint against Defendant, which alleged eight individual and class causes of action for violation of the Labor Code and California Business and Professions Code.

2.3. On November 5, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth individual and representative cause of action for violation of PAGA, as modified. This First Amended Class and Representative Action Complaint is the operative complaint in the Action.

2.4. Plaintiff's operative complaint alleges the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and (9) Civil Penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*].

2.5. On February 3, 2026, the Parties participated in a mediation with the Hon. Carl West (Ret.), an experienced and neutral class and PAGA action mediator. A settlement in principle was reached the same day.

2.6. For mediation, Plaintiff obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the

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Action. The discovery included the time and corresponding payroll records of the Class (covering the period from December 5, 2020, through October 3, 2025), Class data, Plaintiff's personnel file, and Defendant's 2025 Employee Handbook. This investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("Dunk/Kullar"). Based on their own independent investigation and evaluation, Plaintiff and Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interest of the Class and the LWDA considering all known facts and circumstances, including the risk of significant delay, that Class claims may not be certified by the Court based on the defenses asserted by Defendant, and on numerous potential appellate issues.

2.7. To date, the Court has not granted class certification.

2.8. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendant further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. With respect to Plaintiff's claims, Defendant contends, among other things, that Plaintiff and the Class have been provided legally compliant meal and rest periods and any premiums owed for non-compliant meal and rest periods, have been paid proper minimum and overtime wages, have been timely paid throughout employment as well as final wages upon separation of employment, have been reimbursed for necessary and reasonable business expenses, and have been provided with accurate itemized wage statements. Defendant contends, among other things, that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare

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Commission, and all other applicable laws. Furthermore, with respect to all claims, Defendant contends that it has not engaged in unlawful or unfair business practices and has not violated California Business and Professions Code sections 17200, *et seq.*

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

2.10. The administrative exhaustion period under PAGA expired without any notice from the LWDA of intent to investigate the allegations. To date, the LWDA has not sought to intervene in the Action.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 8 and 9 below, Defendant will pay $450,000.00 as the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To the Class Representative: A Class Representative Enhancement Award to the Class Representative of not more than $7,500.00, in addition to the

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Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Enhancement Award that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Enhancement Award no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of a Class Representative Enhancement Award that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Class Representative Enhancement Award will not be a material term of the Settlement Agreement, and if the Court approves an award of less than the requested amount, such a change will not give rise to a basis to abrogate the Settlement Agreement. The Administrator will pay the Class Representative Enhancement Award using IRS Form 1099. The Class Representative shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and the Class Representative is not relying on any statement or representation by Defendant or its counsel in this regard. As a condition to receiving the Class Representative Enhancement Award, the Class Representative must execute a general release, including a waiver of rights under California Civil Code section 1542.

3.2.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third

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of the Gross Settlement Amount ($150,000.00), and a Class Counsel Expenses Payment not to exceed $30,000.00. Defendant will not oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel Expenses Payments that are less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Parties agree that the Court's approval of any request for attorneys' fees or litigation costs is not a condition of the Settlement Agreement, and an award of less than the amounts requested would not give rise to a basis to abrogate the Settlement Agreement. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will pay the Class Counsel Fees and Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Class Counsel Expenses Payments. Class Counsel holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment of not more than $7,250.00 except for a showing of good cause and as approved by the Court. If the Court approves of an Administration Expenses Payment that is less than the amount requested, or if the Administration Expense Payment is

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less than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the actual Administration Expenses Payment is greater than $7,250.00 such excess amount will be taken from the Gross Settlement Amount, subject to the Court's approval.

3.2.4. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Non-Participating Class Members will not receive an Individual Class Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Forty percent (40%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest (the "Interest Portion"). The Interest Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. The remaining forty percent (40%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for penalties (the "Penalty Portion"). The Penalty Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class

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Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.2.6. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis according to their respective Workweeks.

3.2.7. To the LWDA and Aggrieved Employees: PAGA Penalties of $30,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) ($19,500.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) ($10,500.00) allocated to the Individual PAGA Payments.

3.2.8. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties ($10,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.2.9. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms

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4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendant's records, Defendant estimates that as of February 3, 2026, there are 197 Class Members who collectively worked a total of 10,380 Workweeks, and 86 Aggrieved Employees who worked a total of 2,392 PAGA Pay Periods.

4.2. Class Data. Not later than fourteen (14) calendar days after entry of the Court's Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. The Class Data shall include each Class Member's name, last-known mailing address, Social Security number, Workweeks worked during the Class Period, and PAGA Pay Periods worked during the PAGA Period. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement. If Defendant discovers that Class Data is incorrect, Defendant will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Settlement Funding. Within seven (7) calendar days of receipt of notice of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing instructions. Within fifteen (15) calendar days of the Effective Date, Defendant shall fund the Gross Settlement Amount and its

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employer-share of payroll taxes by transmitting the funds to the Administrator.

4.4. Payments from the Gross Settlement Amount. Within seven (7) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class Representative Enhancement Award.

4.4.1. The Administrator shall issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them via First Class United States Postal Service ("USPS") Mail with postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator shall send checks for Individual Class Payments to all Participating Class Members and checks for Individual PAGA Payments to all Aggrieved Employees (including Non-Participating Class Members who qualify as Aggrieved Employees), including to those for whom their Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining their Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the forwarding address

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provided or, if none was provided, to an updated address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered a second time. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, or as requested by the Class Member prior to the Void Date.

4.4.3. For any Class Member whose Individual Class Payment and/or Individual PAGA Payment is uncashed after the Void Date, the Administrator shall cancel those checks and transmit the funds represented by such checks in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, the uncashed funds shall be transmitted to CASA - California CASA - Court Appointed Special Advocates for Children, the designated *Cy Pres*. A Participating Class Member and/or Aggrieved Employee's failure to negotiate or receive their check shall nevertheless remain bound by the Settlement and the releases contained herein. Accordingly, the Parties' respective counsel attest that there will be no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit

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plans.

5. **RELEASES OF CLAIMS**.

Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, the Class Representative, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Class Representative's General Release. The Class Representative fully and finally releases and discharges the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which the Class Representative, at any time heretofore, had or claimed to have or which the Class Representative may have or shall in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to the Class Representative's employment with Defendant. The Class Representative understands she is releasing potentially unknown claims and that the Class Representative may have limited knowledge with respect to some of the claims being released. The Class Representative acknowledges there is a risk that, after signing this agreement, the Class Representative may learn information that might have affected the Class Representative's decision to enter into this Agreement. The Class Representative assumes this risk and all other risks of any mistake in entering into this Agreement. The Class Representative agrees that this Agreement is fairly and knowingly made. The Class Representative represents and warrants that the Class Representative has all necessary authority to enter into this Agreement and that the Class Representative has not transferred any interest in any claims to any spouse or to any other third party.

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5.1.1. The Parties understand the word "claim(s)" to include all actions, complaints, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively, all claims arising out of the Class Representative's employment with Defendant. The Class Representative's Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights the Class Representative has under ERISA-covered benefit plans as applicable on the date the Class Representative signs this Agreement, and/or claims concerning such rights; (iii) claims that may arise after the Class Representative signs this Agreement; or (iv) claims which cannot be released by private agreement or law, including claims to enforce the Settlement.

5.1.2. Class Representative's Waiver of Rights Under California Civil Code Section 1542. For purposes of the Class Representative's General Release, the Class Representative expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads:

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

Class Representative agrees that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such

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waiver the Settlement would not have been accepted.

5.2. Released Class Claims. All Participating Class Members fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, interest, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint. This release includes, without limitation, a release of all claims alleged in the First Amended Class and Representative Action Complaint for failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code §§ 17200, et seq., and statutory waiting time penalties based on the foregoing (collectively, the "Released Class Claims").

5.2.1. The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, any claims to enforce the Settlement, and any claims arising outside the Class Period.

5.3. Released PAGA Claims. All Aggrieved Employees, on behalf of themselves and on behalf of the State of California and the LWDA, fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and

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Representative Action Complaint or Plaintiff's PAGA Notice during the PAGA Period. This release includes, without limitation, a release of all PAGA claims based on alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, interest, fees, and costs, including PAGA penalties based upon alleged violation of California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 246, 510, 511, 512, 516, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2698 through 2699 *et seq.*, 2800, 2801, 2802, 2803, and 2804 (collectively, the "Released PAGA Claims").

6. **MOTION FOR PRELIMINARY APPROVAL.** Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than forty-five (45) days after the full execution of this Settlement Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval order to the Administrator.

6.1. Plaintiff's Responsibility. At least five (5) court days prior to filing, Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration

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from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the First Amended Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) the draft First Amended Complaint.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any change to this Agreement (other than a material change), Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

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

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7.2. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice in English, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.3. Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

7.3.1. The deadlines for Class Members' Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.3.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is

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contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such person(s) will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or the deadline in the Class Notice, whichever is later.

7.4. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must attach copies of all Requests for Exclusion and Objections received.

7.5. Administrator's Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion

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received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.6. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.7. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.8. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.9. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary

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Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

7.10. Class Members' Options.

7.10.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by mailing a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely but invalid, according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class

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Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to postmark the revised Request for Exclusion. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a Request for Exclusion. However, the Court has the final authority to make decisions consistent with the terms of this Agreement on the validity or timeliness of a Request for Exclusion. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

7.10.1.a. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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

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not object or opt out of either (1) the release of the PAGA claims, or (2) payments for the release of the PAGA claims.

7.10.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five(45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods to the Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or Pay Periods must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or Pay Periods has been timely submitted. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all Challenges to Calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The Administrator, Class Counsel, and Defense Counsel will collectively attempt to resolve all Class Member challenges over the calculation of Workweeks and/or Pay Periods. However, the Administrator

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has the final authority to make decisions consistent with the terms of this Agreement on all Challenges to Calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.10.3. Objections to Settlement. Each Participating Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to object, in writing, to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Class Representative Enhancement Award. Only Participating Class Members may send written Objections to the Administrator. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining

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whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8. **ESCALATOR CLAUSE**

8.1. It is estimated that Class Members worked 10,380 Workweeks during the Class Period. If the actual number of Workweeks during the Class Period exceeds 10,380 by more than 10%, which is an additional 1,038 Workweeks (i.e., if the actual Workweeks are greater than 11,418), Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) rolling back the Class Period end date to the date at which 11,418 Workweeks is met. Defendant shall be prepared to inform the Court of its selection at the preliminary approval hearing. If Defendant exercises option (b), it shall also be prepared to inform the Court of the revised Class Period end date at the preliminary approval hearing.

9. **DEFENDANT'S RIGHT TO WITHDRAW.**

9.1. Defendant retains the right, in its sole discretion, to nullify the Settlement within thirty (30) calendar days after the Response Deadline expires if five percent (5%) or more of Class Members opt out or if the combined Workweeks of opting-out Class Members exceeds five percent (5%) of total Workweeks. If Defendant withdraws, the Settlement shall be void ab

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initio with no force or effect, and neither Party will have further obligations under this Agreement, except Defendant shall be responsible for fifty percent (50%) of the Administration Expenses Payment incurred to that point, with Plaintiff and Class Counsel responsible for the remaining fifty percent (50%). Defendant must notify Class Counsel and the Court not later than thirty (30) calendar days after the Response Deadline expires. The Parties shall do nothing to encourage or solicit Class Members to opt out or object.

10. **FINAL APPROVAL.**

10.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l)(2) and a [Proposed] Final Approval Order and Judgment. Class Counsel shall provide drafts of these documents to Defense Counsel no later than fourteen (14) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel

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Expenses Payment, Class Representative Enhancement Award, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h).

10.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Expenses Payment set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount. Any appeal by Plaintiff and Class Counsel from an order by the Court that reduces the amount sought for the Class Representative Payment or the Class Counsel Fees Payment or Class Counsel Expenses Payment will not entitle Plaintiff or the Class to avoid the Settlement.

10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the

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reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10.7. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary.

11. **AMENDED JUDGMENT.**

11.1. If any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together in good faith to jointly prepare and submit such judgment.

12. **ADDITIONAL PROVISIONS.**

12.1. Entire Agreement. This Agreement and the attached Exhibit A constitute the entire agreement between the Parties relating to the Settlement and the subject matter of this Agreement. This Agreement supersedes all prior agreements, negotiations, discussions, representations, warranties, covenants, or inducements made to or by any Party.

12.2. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of

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continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

12.3. Class Certification for Settlement Purposes Only. The Parties stipulate to provisional class certification for purposes of settlement only. Absent Final Approval of the Settlement Agreement, the Parties will not stipulate to class certification, and no Party will be estopped as a result of any motion for settlement approval. If Final Approval of the Settlement Agreement is not granted, Defendant reserves all rights to oppose class certification and representative treatment, and the Parties will revert to the positions they held before this Agreement. The Parties stipulate to the payment set forth in this Agreement for purposes of settlement only. If there is no judicial approval for the entirety of the Settlement Agreement, then

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this Agreement shall be null and void, and no Party will be estopped as a result of any motion for settlement approval.

12.4. No Press Releases/Advertisements. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the Internet), to say the Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Class Counsel will not include or use the Settlement for any marketing or promotional purposes, including but not limited to postings on Class Counsel's website and postings on any social media sites or outlets. Class Counsel will not use the Settlement or any of its terms for any marketing or promotional purposes or for attempting to influence Defendant's business relationships. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel.

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

12.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached Exhibit A, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all

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oral representations, warranties, covenants, or inducements made to or by any Party.

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

12.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable. The Parties agree if any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement. The legality of the Settlement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid, or unenforceable.

12.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

12.10. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to

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implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, the Hon. Carl West (Ret.), and/or the Court for resolution. In the event the Parties seek the mediator's assistance, the Parties agree to split any applicable mediator costs equally, except that if the delay in finalizing the documents is caused by Defendant, then Defendant agrees to be solely responsible for those mediator costs.

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

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

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

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

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

12.16. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation

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of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.17. Confidentiality. Plaintiff and Class Counsel each agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Plaintiff and Class Counsel's attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or federal government agency; or (5) except as required to obtain approval of and administer the Settlement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel each agree not to, directly or indirectly, initiate any conversation or other communication with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152 or Rule 408 of the Federal Rules of Evidence, and all copies and summaries of the Class Data provided to Class Counsel, including any experts retained by Class Counsel, by Defendant in connection with the mediation, other settlement negotiations or in connection with

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the Settlement, may be used only with respect to this Settlement and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

12.21. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

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disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not her representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to California Code of Civil Procedure section 664.6.

12.23. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

AGREED AND UNDERSTOOD BY:

Plaintiff & Class Representative:

Dated: 8/19/2026

Signed by:
TERRILYNN THRUSH
302077AAAFA54FC...

By:_____
Terrilynn Thrush

Defendant:

Dated: , 2026

BERLITZ LANGUAGES, INC.

By:_____

Print Name:_____

Title:_____

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not her representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to California Code of Civil Procedure section 664.6.

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AGREED AND UNDERSTOOD BY:

Plaintiff & Class Representative:

Dated: , 2026

By:_____
Terrilynn Thrush

Defendant:

Dated: , 2026

BERLITZ LANGUAGES, INC.

By: Till Grossmass
Till Grossmass (Oct 4, 2026 16:56:18 GMT+2)

Print Name: Till Grossmass

Title: CEO

Docusign Envelope ID: BE8E7465-427B-803E-829F-58F1F5B8278B

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:

Dated: 8/19/2026

MOON LAW GROUP, P.C.

By: _____

Kane Moon
Jacquelyne VanEmmerik

Attorneys for Plaintiff, Terrilynn Thrush

Defendant's Counsel:

Dated: , 2026

JACKSON LEWIS P.C.

By: _____

Andrea F. Oxman
Trevor R. Witt
Kimberly Zerega

Attorneys for Defendant, Berlitz Languages, Inc.

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:

Dated: , 2026

MOON LAW GROUP, P.C.

By:_____
Kane Moon
Jacquelyne VanEmmerik

Attorneys for Plaintiff, Terrilynn Thrush

Defendant's Counsel:

Dated: October 6 , 2026

JACKSON LEWIS P.C.

By:_____
Andrea F. Oxman
Trevor R. Witt
Kimberly Zerega

Attorneys for Defendant, Berlitz Languages, Inc.

Exhibit A

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

Terrilynn Thrush v. Berlitz Languages, Inc.
Superior Court of the State of California, County of Los Angeles, Case No. 24STCV23050

NOTICE: All current and former hourly-paid, non-exempt employees of Berlitz Languages, Inc. who worked in California at any time from September 6, 2020, to April 4, 2026.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved, and you will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will not receive a payment from the Settlement. If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement. You may not exclude yourself from the PAGA portion of the Settlement.
DISPUTE WORKWEEKS AND/OR PAGA PAY PERIODS	If you do not exclude yourself from this Settlement, you may dispute the number of Workweeks and PAGA Pay Periods credited to you if you believe the reported number is incorrect.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

1. Why have I received this Notice?

The California Superior Court of Los Angeles County has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement ("Settlement") reached between Plaintiff Terrilynn Thrush ("Plaintiff") and Defendant Berlitz Languages, Inc. ("Defendant"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant's records indicate that you are a member of the Settlement Class. For purposes of Settlement, the "Class" is comprised of "all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time during the Class Period" ("Class Members"). The "Class Period" is September 6, 2020, through April 4, 2026.

In addition, Defendant's records indicate that you are a member of the PAGA Group ("Aggrieved Employee"). For purposes of Settlement, "Aggrieved Employee" means "all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time during the PAGA Period." The "PAGA Period" is August 31, 2023, through April 4, 2026.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. *What is the case about?*

On September 6, 2024, Plaintiff initiated a lawsuit against Defendant entitled *Terrilynn Thrush v. Berlitz Languages, Inc.*, Los Angeles County Superior Court Case No. 24STCV23050 ("Action"). On November 5, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint. On August 31, 2024, Plaintiff sent a Notice of Labor Code Violations and PAGA Penalties to the California Labor and Workforce Development Agency ("LWDA").

Plaintiff alleges the following claims against Defendant: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, and (9) civil penalties under the California Private Attorneys General Act, Labor Code sections 2699 *et seq.* ("PAGA").

Defendant denies each and every allegation raised in the Action and believes it has treated, and continues to treat, Class Members in accordance with all applicable laws. The Court has not made any decision regarding whether the claims or defenses in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate as to all Class Members. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement does not become effective.

Plaintiff and Defendant (the "Parties") reached a Settlement that is subject to the Court's final approval. By settling the Action, Defendant does not admit, concede, or imply that it has done any wrongdoing, and Plaintiff does not concede that any of Defendant's affirmative defenses have merit.

3. *Who are the attorneys representing the Parties?*

The Court has appointed Plaintiff's attorneys as "Class Counsel" to represent all Class Members. You will not be charged for this legal representation.

Attorneys for Plaintiff and the Class
Kane Moon (SBN 249834)
Jacquelyne VanEmmerik (SBN 339338)
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Phone: (213) 232-3128
Fax: (213) 232-3125
kmoon@moonlawgroup.com
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Attorneys for Defendant
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Trevor R. Witt (SBN 278195)
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725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017-5408
Phone: (213) 689-0404
Fax: (213) 689-0430
Andrea.Oxman@jacksonlewis.com
Trevor.Witt@jacksonlewis.com

4. *How much is the Settlement for and how can I expect to receive?*

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of $450,000.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys' fees payable from the GSA in the amount of up to one-third (i.e., $150,000.00) of the GSA as well as reimbursement of their actual litigation costs not to exceed $30,000.00. Plaintiff is seeking an enhancement award from the GSA in the amount of $7,500.00 for her service as the Class Representative. The Parties are asking that $30,000.00 of the GSA be allocated to settle the PAGA claims, with 65% (i.e., $19,500.00) to be paid to the LWDA and the remaining 35% (i.e., $10,500.00) to be distributed to Aggrieved Employees through Individual PAGA Payments. The Administrator estimates that the cost of administrating this Settlement will not exceed $7,250.00.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual's number of Workweeks. "Participating Class Members" are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A "Workweek" refers to any week during which a Participating Class Member worked for Defendant in California for at least one day within the Class Period.

Defendant's records indicate that you worked approximately **[VALUE] Workweeks**. Accordingly, your Individual Class Payment is estimated to be **$[VALUE]**. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Twenty percent (20%) of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and reported on an IRS Form W-2. The remaining eighty percent (80%) will be treated as penalties and interest for tax purposes and reported on an IRS Form 1099.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

Defendant's records indicate that you worked approximately **[VALUE] PAGA Pay Periods**. Accordingly, your Individual PAGA Payment is estimated to be **$[VALUE]**. The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to a cy pres recipient to be agreed upon by the Parties. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.** This Notice is not tax advice, and you should consult your tax advisor.

5. What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?

If you believe the workweek or pay period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records (for example, pay stubs, timecards) showing the number of Workweeks or PAGA Pay Periods you worked.

The dispute must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than **DATE], 2026**. The Administrator will review the information you provide and will make a determination. Defendant's records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

6. What are my rights regarding this Settlement?

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled. For any Class Member whose Individual Class Payment and/or Individual PAGA Payment is uncashed after the Void Date, the Administrator shall cancel those checks and transmit the funds to CASA - California CASA - Court Appointed Special Advocates for Children, the designated and Court approved Cy Pres. A Participating Class Member and/or Aggrieved Employee's failure to negotiate or receive their check shall nevertheless remain bound by the Settlement and the releases contained herein.

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of the Settlement, to be approved by the Court. If you wish to object to the Settlement, you can submit a written Objection stating why you object to the Settlement.

Any Objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (*Terrilynn Thrush v. Berlitz Languages, Inc.* (Los Angeles County Case No. 24STCV23050)); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written Objection must be sent to the Administrator (whose contact information is listed below) by email or mail, if transmitted or postmarked no later than **[DATE], 2026**. A copy of any Objection will be submitted to the Court (with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing set for **[DATE], 2026, at [TIME] a.m./p.m.** in [DEPT] of the Los Angeles County Superior Court. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Terrilynn Thrush v. Berlitz Languages, Inc.* (Los Angeles County Case No. 24STCV23050)); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than **[DATE], 2026**. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. You are an Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion.

7. When is the Final Approval Hearing?

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on **[DATE], 2026, at [DATE] a.m./p.m. in Department [DATE]** of the Superior Court of the State of California, County of Los Angeles, located at **[DATE]**.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing to receive your settlement payment or to have your written Objection considered (if you submitted one). If you plan to appear (or hire an attorney to appear on your

behalf), you should contact the court clerk for Department **[XXX]** at **[XXX]** for instructions on how to remotely appear or verify the hearing date and time.

8. Can I be retaliated against for participating in the Settlement?

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

9. What claims are being released as part of the Settlement?

Plaintiff's General Release: Plaintiff will release any and all claims that Plaintiff has or may have against the Released Parties related to or arising from Plaintiff's employment with Defendant ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after April 4, 2026.

> Section 1542 Waiver: For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Released Class Claims by Participating Class Members: Plaintiff will release, on behalf of herself and all other Participating Class Members, all claims against the Released Parties that were alleged in Plaintiff's operative First Amended Class and Representative Action Complaint or that reasonably could have been alleged based solely on the facts asserted therein including but not limited to (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to timely pay final wages at termination, (6) failure to provide accurate itemized wage statements, (7) failure to indemnify necessary business expenses, (8) unfair business practices, (9) statutory penalties of any nature, (10) interest, (11) attorneys' fees and costs, and (12) any other claims arising out of or related to the Complaint filed in the Action during the Class Period ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims by Aggrieved Employees: Plaintiff will release, on behalf of herself and the LWDA, all claims against the Released Parties for civil penalties pursuant to the California Private Attorney's General Act of 2004, which were alleged or could have been alleged in Plaintiff's PAGA Notice to the LWDA and in Plaintiff's operative First Amended Class and Representative Action Complaint, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2699, and 2802 ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

AGGRIEVED EMPLOYEES CANNOT OPT OUT OF THE PAGA RELEASE AND WILL RELEASE PAGA CLAIMS EVEN IF THEY OPT OUT OF THE CLASS SETTLEMENT.

Released Parties: The "Released Parties" means Defendant and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, and its shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, and successors and assigns, including its counsel of record in the Action.

Effective Date of Releases: The released claims described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

10. What if I lose my Settlement check or tax forms?

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any lost tax forms (W-2 or 1099). After the Void Date, the Administrator will cancel your check and transmit the uncashed funds to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

If your check has been voided, you should contact the Settlement Administrator or consult the California Controller's Unclaimed Property Fund at *ucpi.sco.ca.gov* for instructions on how to retrieve the funds.

11. How can I get more information?

The *Class and PAGA Action Settlement Agreement* ("Settlement") is on file with the Court as Exhibit [XXX] to the *Declaration of [XXXX] in Support of Motion for Preliminary Settlement Approval*, filed on [XXXX].

This Notice contains a summary of the basic terms of the Settlement. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Action, free of charge, during regular business hours at the Court Clerk's office of the Superior Court of the State of California, County of Los Angeles, located at [XXXX]. You may also access the records online at: [XXXX].

If you need more information or have any questions, you may contact the attorneys representing the Parties at the contact information provided above.

You may also contact the Settlement Administrator at the following contact information:

Terrilynn Thrush v. Berlitz Languages, Inc.
c/o [XXXXXXXXXX]
[XXXXXXX]
[XXXXXXXX]
[XXXXXXXX] | [XXXXXXX]

PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION REGARDING THIS NOTICE.