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[Additional Counsel on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

Colleen Cotter, individually, and on behalf of
the State of California, and on behalf of other
aggrieved employees.

Plaintiff,

vs.

EF International Language Schools, Inc.; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CL027293C
[Unlimited Civil Jurisdiction]

*Assigned for All Purposes to the Hon. Wendy M.
Behan, Dept. C-66*

**JOINT STIPULATION REGARDING PAGA
REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT**

Complaint Filed: December 10, 2024

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Attorneys for Defendant,
EF INTERNATIONAL LANGUAGE SCHOOLS, INC.

1 This Joint Stipulation Regarding PAGA Representative Action Settlement Agreement
2 (“Agreement”) is made by and between Plaintiff Colleen Cotter (“Plaintiff”) on one hand and
3 Defendant EF International Language Schools, Inc. (“Defendant”) on the other. The Agreement refers
4 to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant
7 captioned *Colleen Cotter v. EF International Language Schools, Inc.*, Case No. 24CL027293C,
8 initiated on December 10, 2024, and pending in Superior Court of the State of California, County of
9 San Diego.

10 1.2. “Administrator” means Phoenix Class Action Settlement Solutions (“Phoenix”), the
11 neutral entity the Parties have selected to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with
14 the Administrator’s “not to exceed” bid submitted to the Court in connection with Approval of the
15 Settlement.

16 1.4. “Aggrieved Employee” means all non-exempt, hourly-paid employees working for
17 Defendant during the PAGA Period in California.

18 1.5. “PAGA Counsel” means Aidin D. Ghavimi and Zachary D. Greenberg of Starpoint
19 Law Corporation.

20 1.6. “PAGA Counsel Fees Payment” means attorneys’ fees actually incurred and to be
21 incurred by PAGA Counsel to prosecute the Action and approved by the Court.

22 1.7. “PAGA Counsel Litigation Expenses Payment” means out-of-pocket costs actually
23 incurred and to be incurred by PAGA Counsel to prosecute the Action and approved by the Court.

24 1.8. “PAGA Data” means a complete list of all Aggrieved Employees that Defendant will
25 compile in good faith from its records and provide to the Settlement Administrator and PAGA Counsel
26 after Approval of this Settlement. The PAGA List will include each Aggrieved Employees’: (a) full
27 name; (b) most recent mailing address and telephone number; (c) Social Security number;; and (d)

number of pay periods worked.

1.9. “Aggrieved Employee” means an Aggrieved Employee who worked for Defendant as a non-exempt hourly employee within the State of California during the relevant PAGA Period.

1.10. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employees’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.11. “Settlement Notice” means the Court Approved Notice of Representative Action Settlement and Hearing Date for Court Approval to be mailed to Aggrieved Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. “PAGA Period” means the period from August 14, 2023 through settlement approval.

1.13. “PAGA Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as PAGA Representative.

1.14. “PAGA Representative Service Payment” means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.

1.15. “Defense Counsel” means Christian J. Rowley, Brian P. Long, Richard Mojica, Esq.

1.16. “Effective Date” means the date after which the Settlement is approved and the Court’s Judgment becomes final and no longer subject to timely post-judgment motion or appeal (“Judgment.”) The Court’s Judgment “becomes final” upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (this time period shall not be less than 60 calendar days after the Court’s Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure and California Rules of Court; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

1.17. “Gross Settlement Amount” means Two Hundred Thousand Dollars and Zero Cents

1 (\$200,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross
2 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment,
3 PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative
4 Service Payment, and Administration Expenses Payment. The Gross Settlement Amount has been
5 agreed to by Plaintiff and Defendant based on the agreed-upon settlement value of all claims. In no
6 event will Defendant be liable for more than the Gross Settlement Amount.

7 1.18. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of the
8 Net Settlement Amount calculated according to the number of Pay Periods worked during the PAGA
9 Period.

10 1.19. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35%
11 of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA
12 Period.

13 1.20. "Judgment" means the judgment approved and entered by the Court.

14 1.21. "LWDA" means the California Labor and Workforce Development Agency.

15 1.22. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA
16 under Labor Code section 2699, subd. (i).

17 1.23. "Net Settlement Amount" means the Gross Settlement Amount, less the following
18 payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Representative
19 Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and
20 Administration Expenses Payment. The Net Settlement Amount is to be paid to Aggrieved Employees
21 as Individual PAGA Payments. No portion of the Net Settlement Fund will revert to or be retained by
22 Defendant.

23 1.24. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
24 worked for Defendant for at least one day during the PAGA Period.

25 1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
26 Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$35,466.67) and the 65% to
27 the LWDA (\$65,866.66) in settlement of PAGA claims.

1.26. “Plaintiff” means Colleen Cotter, the named Plaintiff in the Action.

1.27. “Approval Order” means the proposed Order granting Approval of PAGA Settlement.

1.28. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.29. “Released Parties” means: Defendant and each of its past, present, and future respective parents, subsidiaries, dba’s, affiliates, related entities, insurers and reinsurers, and company-sponsored employee benefit plans of any nature, and each of their successors, assigns and predecessors in interest, including without limitation all of their respective current and former owners, officers, directors, shareholders, members, managers, partners, joint venturers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, professional employer organizations, attorneys, administrators, fiduciaries, trustees, and agents.

1.30. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.31. “Pay Period” means any Pay Period during which an Aggrieved Employee was employed by and worked for Defendant in a non-exempt, hourly position during the PAGA Period in California, based on Defendant’s data and pay period summary provided to the administrator.

2. RECITALS

2.1. On May 24, 2024, Plaintiff sent Defendant a letter of representation and request for personnel file.

2.2. On June 12, 2024, Defendant produced time and pay records for Plaintiff.

2.3. On August 14, 2024, Plaintiff filed a notice with the LWDA under Labor Code § 2699.3 and served Defendant stating an intention to seek civil penalties against Defendant (“PAGA Notice.”)

2.4. On December 10, 2024, Plaintiff commenced this Action by filing a Complaint alleging that Defendant: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods or pay meal period premiums; (4) failed to provide rest periods or pay rest period premiums; (5) failed to provide accurate wage statements; *and* (6) failed to indemnify for business expenses (“PAGA Complaint.”)

1 2.5. Thereafter, the Parties agreed to early efforts at informal resolution.

2 2.6. The Parties participated in mediation with experienced neutral Lisa Klerman, Esq. and
3 tentatively settled this matter on or around October 30, 2025.

4 2.7. Prior to settling this matter, the Parties informally exchanged documents that included:
5 (1) a 20% sampling of time and pay records for non-exempt employees employed by Defendant from
6 August 14, 2023 through February 7, 2025; (2) hire dates and termination dates (when applicable) of
7 non-exempt employees hired by Defendant during the PAGA Period; *and* (3) Defendant's Employee
8 Handbook in effect during the PAGA Period.

9 2.8. Plaintiff contends her investigation satisfies the criteria for court approval set forth in
10 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail,*
11 *Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*").

12 **3. MONETARY TERMS**

13 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
14 Defendant promises to transmit funds to the Administrator representing the Gross Settlement Amount.
15 Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in
16 Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
17 without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.
18 None of the Gross Settlement Amount will revert to Defendant.

19 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
20 the following payments from the Gross Settlement Amount in the amounts specified by the Court in
21 the Approval Order:

22 3.2.1. To Plaintiff: PAGA Representative Service Payment of not more than \$5,000.00 in
23 addition to any Individual PAGA Payment the PAGA Representative is entitled to
24 receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for
25 a PAGA Representative Service Payment that does not exceed this amount. As part of
26 the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
27 Payment, Plaintiff will seek Court approval for any PAGA Representative Service
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1 Payment no later than 16 court days prior to the Approval Hearing. If the Court
2 approves a PAGA Representative Service Payment less than the amount requested, the
3 Administrator will retain the remainder in the Net Settlement Amount. The
4 Administrator will obtain IRS forms W-9 from Plaintiff in advance of payment, and
5 pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff
6 assumes full responsibility and liability for employee taxes owed on the PAGA
7 Representative Service Payment.

8 3.2.2. To PAGA Counsel: PAGA Counsel will seek a PAGA Counsel Fees Payment of not
9 more than 33% of the Gross Settlement Amount which is currently estimated to be
10 \$66,666.67 and a PAGA Counsel Litigation Expenses Payment of not more than
11 \$17,000.00. Defendant will not oppose requests for these respective payments
12 provided that do not exceed these respective amounts. Plaintiff will file a motion for
13 PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment prior to the
14 Approval Hearing. If the Court approves a PAGA Counsel Fees Payment or a PAGA
15 Counsel Litigation Expenses Payment less than the amounts requested, the
16 Administrator will allocate the remainder to the Net Settlement Amount. Released
17 Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising
18 from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel
19 Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees
20 Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.
21 PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA
22 Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold
23 Released Parties harmless, and indemnify Released Parties, from any dispute or
24 controversy regarding any division or sharing of any of these Payments. Should the
25 Court approve attorneys' fees and/or litigation costs and expenses in amounts that are
26 less than the amounts provided for herein, then the unapproved portion(s) shall be a
27 part of the Net Settlement Amount.

1 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$10,000.00,
2 except for a showing of good cause and as approved by the Court. To the extent the
3 Administration Expenses are less or the Court approves payment less than \$10,000.00,
4 the remainder will be included in the Net Settlement Amount for distribution to
5 Aggrieved Employees.

6 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties with 65% (\$65,866.66)
7 allocated to the LWDA PAGA Payment and 35% (\$35,466.67) allocated to the
8 Individual PAGA Payments.

9 3.2.4.1. The Administrator will calculate each Individual PAGA
10 Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA
11 Penalties (\$35,466.67) by the total number of PAGA Pay Periods worked by all
12 Aggrieved Employees during the PAGA Period; *and* (b) multiplying the result by each
13 Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full
14 responsibility and liability for any taxes owed on their Individual PAGA Payment. The
15 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

16 **4. SETTLEMENT FUNDING AND PAYMENTS**

17 4.1. Aggrieved Employee Data. Not later than 30 days after the Court grants Approval of
18 the Settlement, Defendant will deliver their respective Aggrieved Employee Data to the Administrator,
19 in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the
20 Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
21 Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to
22 the Aggrieved Employee Data to only those Administrator employees who need access to the
23 Aggrieved Employee Data to effect and perform under this Agreement. Defendant will notify PAGA
24 Counsel if Defendant discovers that the Aggrieved Employee Data omitted Aggrieved Employee
25 identifying information and to provide corrected or updated Aggrieved Employee Data to the
26 Administrator as soon as reasonably feasible. Without any extension of the deadline by which
27 Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel
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will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, 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 Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees (including those for whom the Settlement Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a

1 replacement check to any Aggrieved Employee whose original check was lost or
2 misplaced, requested by the Aggrieved Employee prior to the void date.

3 4.3.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and
4 cancelled after the void date, the Administrator shall transmit the funds represented by
5 such checks to the California Controller's Office, Unclaimed Property Fund in the
6 name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the
7 requirements of California Code of Civil Procedure Section 384.

8 4.3.4. The Individual PAGA Payments made to Aggrieved Employees under this Settlement,
9 as well as any other payments made pursuant to this Settlement, shall not be utilized to
10 calculate any additional benefits under any benefit plans to which any Aggrieved
11 Employee may be eligible, including, but not limited to: profit-sharing plans, bonus
12 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans,
13 and any other benefit plan or program sponsored by Defendant (collectively, the
14 "Benefit Plans"). Rather, it is the Parties' intention that this Settlement Agreement will
15 not affect any rights, contributions, or amounts to which any Aggrieved Employee may
16 be entitled under any Benefit Plans. The Parties further agree that any payments made
17 under the terms of this Settlement do not represent any modification of any Aggrieved
18 Employee's previously credited hours of service or other eligibility criteria and shall
19 not be considered wages, compensation, or earnings in any year for purposes of
20 determining any eligibility for, vesting of, credit to, or benefit accrual within, any
21 Benefit Plans for purposes of determining any rights, eligibility, hours of service,
22 benefit accruals, contributions or amounts to which any Aggrieved Employee may be
23 entitled with respect to any such Benefit Plans.

24 5. RELEASE OF CLAIMS

25 Effective upon the date when Defendant fully funds the entire Gross Settlement Amount,
26 Plaintiff and Aggrieved Employees release all claims against all Released Parties as follows:

27 5.1. Aggrieved Employee Release. Plaintiff and Aggrieved Employees, and their respective
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1 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
2 assigns generally, release and discharge Released Parties from all claims, causes of action,
3 transactions, occurrences, rights, damages (including punitive, statutory or liquidated damages),
4 penalties, liabilities, restitution, attorneys' fees, costs, expenses, interests and losses under federal,
5 state, local or common law, or at equity, whether known or unknown, accrued or unaccrued, asserted
6 or unasserted, which Plaintiff, or Aggrieved Employees, has or may have against the Released Parties
7 as of the date of execution of this Agreement, including but not limited to: (a) all claims that were, or
8 reasonably could have been, alleged related to or arising out of Plaintiff's employment with Defendant
9 and the termination of that employment; (b) all claims that were, or reasonably could have been,
10 alleged based on the facts contained, in the Complaint filed in this Action, the PAGA Notice, or
11 ascertained during the pendency of the Action, including claims for PAGA penalties pursuant to Labor
12 Code sections 201, 201.3, 202, 203, 204, 204b, 204.1, 205, 205.5, 210, 226, 226.3, 226.7, 232, 232.5,
13 246, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2699, 2800,
14 2802, 2810.3, 2810.5, 3550-3553, and 3700.5 (collectively the "Aggrieved Employee Release").
15 Plaintiff and Aggrieved Employees' Release does not extend to any claims or actions to enforce this
16 Agreement, or to any claims for unemployment benefits, social security benefits, workers'
17 compensation benefits that arose at any time, or based on occurrences after the PAGA Period.
18 However, Plaintiff's Release does prevent Plaintiff from making any individual or personal recovery
19 against the Released Parties, including the recovery of money damages, reinstatement or other legal
20 or equitable relief, as a result of filing a charge or complaint with a government agency against any of
21 the Released Parties, with the exception of any right to seek or recover a monetary whistleblower
22 award from a government-administered whistleblower award program for providing information
23 directly to a government agency. Plaintiff's Release does not include Plaintiff's purported claims
24 under the Fair Employment and Housing Act, the California Family Rights Act, discrimination,
25 retaliation, harassment, wrongful termination in violation of public policy, intentional infliction of
26 emotional distress, and negligent infliction of emotional distress, that are the subject of separate
27 disputes between Plaintiff and Defendant. The Parties acknowledge that they may discover facts or
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1 law different from, or in addition to, the facts or law that the Parties now know or believes to be true
2 but agrees, nonetheless, that the Aggrieved Employees' Release shall be and remain effective in all
3 respects, notwithstanding such different or additional facts or discovery of them.

4 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes
5 of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the provisions,
6 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:
7 **A general release does not extend to claims that the creditor or releasing party**
8 **does not know or suspect to exist in his or her favor at the time of executing the**
9 **release, and that if known by him or her would have materially affected his or her**
10 **settlement with the debtor or Released Party.**

11 6. MOTION FOR APPROVAL

12 Plaintiff will prepare and file a motion for approval ("Motion for Approval") that complies
13 with the Court's current checklist for PAGA Approvals.

14 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel at
15 least 3 business days prior to filing all documents necessary for obtaining Approval, including: (i) a
16 draft of the notice and memorandum in support of the Motion for Approval that includes an analysis
17 of the Settlement under *Dunk/Kullar* and a request for approval under Labor Code Section 2699, subd.
18 (f)(2); (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a draft proposed
19 Settlement Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid
20 for administering the Settlement and attesting to its willingness to serve, competency, operative
21 procedures for protecting the security of Aggrieved Employee Data, amounts of insurance coverage
22 for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or
23 potential conflicts of interest with Aggrieved Employees, and the nature and extent of any financial
24 relationship with Plaintiff, PAGA Counsel or Defense Counsel; (v) a signed declaration from Plaintiff
25 confirming willingness and competency to serve and disclosing all facts relevant to any actual or
26 potential conflicts of interest with Aggrieved Employees; (vi) a signed declaration from PAGA
27 Counsel attesting to its competency to represent Aggrieved Employees, its timely transmission to the

1 LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3,
2 subd. (a)), operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
3 section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with
4 Aggrieved Employees and the Administrator.

5 6.2. Responsibilities of Counsel. PAGA Counsel is responsible for expeditiously finalizing
6 and filing the Motion for Approval after the full execution of this Agreement; obtaining a prompt
7 hearing date for the Motion for Approval; and for appearing in Court to advocate in favor of the Motion
8 for Approval. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

9 7. SETTLEMENT ADMINISTRATION

10 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
11 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this
12 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
13 payment of Administration Expenses. The Parties and their Counsel represent that they have no
14 interest or relationship, financial or otherwise, with the Administrator other than a professional
15 relationship arising out of prior experiences administering settlements.

16 7.2. Employer Identification Number. The Administrator shall have and use its own
17 Employer Identification Number for purposes of calculating and providing reports to state and federal
18 tax authorities.

19 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
20 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
21 468B-1.

22 7.4. Notice to Aggrieved Employees

23 7.4.1. No later than three (3) business days after receipt of the Aggrieved Employee Data, the
24 Administrator shall notify PAGA Counsel that the list has been received and state the
25 number of Aggrieved Employees and Pay Periods in the Aggrieved Employee Data.

26 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
27 after receiving the Aggrieved Employee Data, the Administrator will send to all
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Aggrieved Employees identified in the Aggrieved Employee Data, via first-class United States Postal Service (“USPS”) mail, the Settlement Notice with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. Before mailing Settlement Notices, the Administrator shall update Aggrieved Employee addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Settlement Notice returned by the USPS as undelivered, the Administrator shall re-mail the Settlement Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Aggrieved Employee Address Search, and re-mail the Settlement Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Settlement Notices to Aggrieved Employees whose Settlement Notice is returned by the USPS a second time.

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

7.5.1. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to PAGA Counsel and Defense Counsel that, among other things, tally the number of: Settlement Notices mailed or re-mailed, Settlement Notices returned undelivered, and checks mailed for Individual PAGA Payments (“Weekly Report”).

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

7.5.3. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Aggrieved Employees, and PAGA Counsel, any and all 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all penalties to the appropriate government authorities.

8. CONTINUING JURISDICTION OF THE COURT

8.1. Duty to Cooperate. If (a) the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), or (b) if the Settlement is not approved for any other reason, then this Agreement, and any documents generated to bring it into effect, will be null and void. However, the Parties shall work together in good faith in an effort to address Court concerns prior to any nullification of the Settlement. Any order or judgment entered by the Court in furtherance of this Agreement and this Settlement will likewise be treated as void from the beginning. The Court's decision to award less than the amounts requested for the Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, shall not constitute a material change to the Settlement within the meaning of this Paragraph.

8.2. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, 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 aggrieved employee or other party appeals the Judgment, the Parties'

obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

8.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain 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 Representative Service Payment or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount does not increase.

9. AMENDED JUDGMENT

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

10. ADDITIONAL PROVISIONS

10.1. No Admission of Liability, Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Complaint filed in this Action or the PAGA Notice or any other claim made by Plaintiff has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Approval, or enter Judgment, the stipulation to representative treatment shall be void and Defendant may contest representative treatment for any reason. Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no

bearing on, and will not be admissible in connection with, any litigation or other dispute (except for proceedings to enforce or effectuate the Settlement and this Agreement). Except as necessary in a proceeding to enforce the terms of this Settlement, this Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of any of the Released Parties or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law by any of the Released Parties.

10.2. Confidentiality Prior to Approval. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Approval of Settlement is filed, they and each of them will not disclose, disseminate 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 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval, with any third party regarding the terms of this Agreement.

10.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Aggrieved Employee to object to the Settlement or appeal from the Judgment. PAGA Counsel will not represent any Aggrieved Employees with respect to any such objections. Nothing in this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

10.4. No Public Comment: The Parties and their counsel agree that they will not issue any

1 press releases, initiate any contact with the press, respond to any press inquiry, or have any
2 communication with the press about the fact, amount or terms of Settlement.

3 10.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
4 together with its attached exhibits shall constitute the entire agreement between the Parties relating to
5 the Settlement, superseding any and all oral representations, warranties, covenants, or inducements
6 made to or by any Party.

7 10.6. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
9 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
10 terms, and to execute any other documents reasonably required to effectuate the terms of this
11 Agreement including any amendments to this Agreement.

12 10.7. Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
15 as requested by the Court. In the event the Parties are unable to agree upon the form or content of any
16 document necessary to implement the Settlement, or on any modification of the Agreement that may
17 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or
18 the Court for resolution.

19 10.8. No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
21 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
22 released and discharged by the Party in this Settlement.

23 10.9. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon
25 as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
26 amended) or otherwise.

27 10.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
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1 modified, changed, or waived only by an express written instrument signed by all Parties or their
2 respective counsel, and approved by the Court.

3 10.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
4 the benefit of, the successors of each of the Parties.

5 10.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
6 governed by and interpreted according to the internal laws of the State of California, without regard
7 to conflict of law principles.

8 10.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
9 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
10 was the drafter or participated in the drafting

11 10.14. Confidentiality. To the extent permitted by law, all agreements made, and orders
12 entered during Action and in this Agreement relating to the confidentiality of information shall survive
13 the execution of this Agreement

14 10.15. Use and Return of Aggrieved Employee Data. Information and documents provided to
15 PAGA Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Aggrieved
16 Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other
17 settlement negotiations, or in connection with the Settlement, may be used only with respect to this
18 Settlement, and no other purpose, and may not be used in any way that violates any existing contractual
19 agreement, statute, or rule of court.

20 10.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
21 inserted for convenience of reference only and does not constitute a part of this Agreement.

22 10.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
23 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
24 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

25 10.18. Execution in Counterparts. This Agreement may be executed in one or more
26 counterparts by facsimile, electronically (*i.e.*, DocuSign), copied, or scanned copies of the signature
27 page, all of which for purposes of this Agreement shall be accepted as an original. All executed
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1 counterparts and each of them will be deemed to be one and the same instrument. Any executed
2 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

3 10.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
4 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
5 that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to
6 bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

7 10.20. Severability. In the event that one or more of the provisions contained in this
8 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
9 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's
10 Counsel and PAGA Counsel, on behalf of the Parties and Aggrieved Employees, mutually elect in
11 writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in
12 this Agreement. Before declaring any provision of this Agreement invalid, the Court will first attempt
13 to construe the provision as valid to the fullest extent possible consistent with applicable precedents
14 so as to define all provisions of this Agreement valid and enforceable.

15 10.21. Breach. In the event any civil action or litigation instituted to remedy, prevent, or obtain
16 relief from a Material Breach of this Settlement Agreement by a Party, the prevailing Party in such
17 enforcement action will be entitled to attorneys' fees and costs in connection with such enforcement
18 action. "Material Breach" as used in this paragraph means a material breach of the Settlement
19 Agreement terms that prevents the Settlement from being completed in accordance with its terms,
20 including any failure by Defendant to fund the Settlement and any breach of section 12.3 by PAGA
21 Counsel. However, the Parties shall work together in good faith in an effort to remedy any perceived
22 Material Breach of the Settlement Agreement before instituting any civil action or litigation to remedy,
23 prevent, or obtain relief related to the breach.

24 IT IS SO AGREED.

25 PLAINTIFF COLLEEN COTTER

26 Dated: 01/01/2026

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28 Colleen K. Cotter (Jan 1, 2026 19:05:19 PST)
Colleen Cotter

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DEFENDANT EF INTERNATIONAL
LANGUAGE SCHOOLS, INC.

Dated: 1/6/2026

Phillip A. Syers
By: Phillip A. Syers
Its: DGC and authorized representative

AGREED AS TO FORM ONLY.

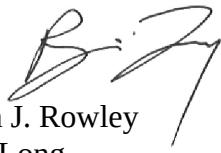
STARPOINT, LC

Dated: January 2, 2026


Aidin D. Ghavimi
Zachary D. Greenberg
Attorneys for Plaintiff Colleen Cotter

SEYFARTH SHAW, LLP

Dated: January 6, 2026


Christian J. Rowley
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