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 COLLEEN COTTER

FILED
 San Diego Superior Court

APR 24 2026

Clerk of the Superior Court
 By: B. Orihuela, Deputy

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*

PAGA REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
 PLAINTIFF'S UNOPPOSED MOTION TO
 APPROVE PAGA SETTLEMENT**

*[Filed concurrently with the Declaration of Zachary
 D. Greenberg, Esq.; Declaration of Colleen Cotter;
 Declaration of Jodey Lawrence; and [Proposed]
 Order]*

Date: April 24, 2026
 Time: 10:15 a.m.
 Dept.: C-66

Complaint filed: December 10, 2024
 Trial date: Not set

[PROPOSED] ORDER

This matter came on for hearing on April 24, 2026 at 10:15 a.m. in Department C-66 of the above-entitled Court, the Honorable Wendy M. Behan presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's Unopposed Motion to Approve PAGA Settlement ("Motion"), and for good cause appearing, Plaintiff Colleen Cotter's ("Plaintiff") Unopposed Motion is **GRANTED**.

The Court, having reviewed the Private Attorneys General Act ("PAGA"), Labor Code section 2699, *et seq.*, Settlement Agreement ("Settlement" or "Settlement Agreement") attached as **Exhibit A** to the concurrently filed Declaration of Zachary D. Greenberg, Esq. ("Greenberg Decl.") in support of the Motion, hereby **ORDERS AND ADJUDGES**:

1. The Court, for purposes of this Order, refers to all defined terms as set forth in the Settlement Agreement;

2. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Settlement is hereby accepted and approved;

3. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court;

4. The Settlement is not an admission by Defendant EF International Language Schools, Inc. ("Defendant" or "EF"), nor is it an Order or finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession or liability whatsoever by or against Defendant;

5. The Court hereby confirms Aidin D. Ghavimi and Zachary D. Greenberg of Starpoint, LC as PAGA Counsel;

6. The Court appoints Phoenix Class Action Administration Solutions ("Administrator" or "Phoenix") as the Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement;

1 7. Defendant shall pay the Gross Settlement Amount of **\$200,000.00** according to the
2 terms of the Settlement Agreement;

3 8. The Net Settlement Amount means the Gross Settlement Amount minus the following:
4 (a) **\$66,666.67** allocated to Attorneys' Fees; (b) up to **\$17,000.00** allocated to litigation costs; (c)
5 **\$10,000.00** allocated to Settlement Administrator Costs; (d) **\$5,000.00** allocated to Plaintiff as an
6 Enhancement Award which will justify a general release of Plaintiff's claims;

7 (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the amount
8 of \$66,666.67 to be paid from the Gross Settlement Amount;

9 (b) The Court approves payment to Plaintiff's counsel of actual litigation costs not to
10 exceed \$17,000.00 to be paid from the Gross Settlement Amount;

11 (c) The Court approves payment to the Settlement Administrator for its reasonable
12 costs and fees to administer the Settlement and not to exceed \$10,000.00 to be paid
13 from the Gross Settlement Amount;

14 (d) The Court approves \$5,000.00 to be paid to Plaintiff as an Enhancement Award for
15 her efforts as a named plaintiff and representative for Aggrieved Employees and the
16 State of California, to be paid from the Gross Settlement Amount.

17 9. Of the Net Settlement Amount, 65% is allocated to the California Labor and Workforce
18 Development Agency ("LWDA"); and 35% is allocated to the Aggrieved Employees.

19 10. The "PAGA Period" means the time period from August 14, 2023 through April 24,
20 2026;

21 11. The "Aggrieved Employees" means all current and former non-exempt employees who
22 worked at least one pay period for Defendant in the State of California at any time during the PAGA
23 Period, *i.e.*, from August 14, 2023 through April 24, 2026;

24 12. The Court directs Defendant to deposit the Gross Settlement Amount with the
25 Settlement Administrator within 30 days of the Effective Date;

26 13. The amount of each Aggrieved Employee's Individual Settlement Payment will be
27 calculated as follows: Thirty-five percent (35%) of the Net Settlement Amount shall be distributed to
28

1 the Aggrieved Employees on a pro-rata basis, based on their respective number of pay periods worked
2 for Defendant during the PAGA Period;

3 14. By Operation of this Order, the Aggrieved Employees, including Plaintiff, shall for the
4 PAGA Period fully, finally and forever release and discharge Defendant and the Released Parties from
5 any and all PAGA Released Claims, as defined in the Settlement Agreement, and shall be forever
6 barred from pursuing such PAGA Released Claims against Defendant and the Released Parties;

7 15. By operation of this Order, Plaintiff shall fully, finally, and forever release and
8 discharge Defendant and the Released Parties from any and all of Plaintiff's released claims and shall
9 be forever barred from pursuing such released claims against Defendant and the Released Parties;

10 16. The Court directs the Parties and the Settlement Administrator to carry out the terms
11 of the Settlement Agreement;

12 17. The Court approves the proposed notice attached to the Greenberg Decl. as **Exhibit D**
13 to be sent to Aggrieved Employees along with their respective settlement check;

14 18. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction
15 over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent
16 of the Settlement and this Order;

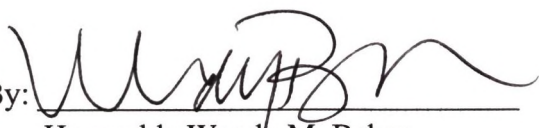
17 19. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
18 days of the entry of the Order;

19 20. The above-referenced action and all claims asserted by Plaintiff individually and in a
20 representative capacity are hereby dismissed with prejudice; *and*

21 21. Plaintiff shall give notice.

22
23 **IT IS SO ORDERED AND ADJUDGED.**

24
25 4/24/24

26 By: 
27 Honorable Wendy M. Behan
28