

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

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

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

11 **RECITALS**

12 1. On July 5, 2023, Plaintiff filed a Class Action Complaint for Damages (“Class Action
13 Complaint”) in the action entitled *Jamie Ramires v. Bright Star Schools*, Los Angeles County Superior
14 Court Case No. 23STCV15490 (“Action”), alleging various violations of the California Labor Code
15 and thereby commencing a putative class action against Defendant.

16 2. On October 15, 2024, Plaintiff provided written notice to the Labor and Workforce
17 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
18 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
19 Code alleged to have been violated by Defendant (“PAGA Letter”), specifically: California Labor
20 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
21 2800, and 2802.

22 3. On February 11, 2025, Plaintiff filed a First Amended Class Action Complaint for
23 Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698,
24 *Et Seq.* (“Operative Complaint”) in the Action. The Operative Complaint alleges ten (10) causes of
25 action for violations of the California Labor Code for failure to pay minimum wages, failure to pay
26 overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof,
27 failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay
28 wages during employment, failure to provide compliant wage statements, failure to timely pay wages

1 upon termination, and failure to reimburse necessary business expenses, for violations of California
2 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor
3 Code violations, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to
4 California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor
5 Code violations.

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

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

15 6. On March 6, 2024, the Parties participated in mediation with Paul Grossman (the
16 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
17 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
18 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
19 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
20 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
21 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
22 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
23 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
24 including the risk of significant delay and uncertainty associated with litigation and various defenses
25 asserted by Defendant.

26 7. The Parties expressly acknowledge that this Settlement Agreement is entered into
27 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
28 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is

not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 11.

b. “Class” or “Class Member(s)” means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

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

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; (5) Workweeks worked for Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period (if applicable); and (7) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

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

f. “Class Period” means the period from July 5, 2019 through December 31, 2024.

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

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

Los Angeles.

i. “Defendant’s Counsel” means LightGabler, LLP.

j. “Effective Date” means the date when all of the following events have occurred:

(1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further remedies or relief.

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

l. “Enhancement Payment” means the amount to be paid to Plaintiff, in recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Paragraph 12.

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

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

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

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

p. “Gross Settlement Amount” means the amount of Eight Hundred Fifty Thousand Dollars (\$850,000) to be paid by Defendant in full satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 15.

q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 17.

r. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 18.

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

t. “LWDA Payment” means the amount of Twenty-Seven Thousand Five Hundred Twenty-Six Dollars (\$27,526), i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 13.

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

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

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

7 w. "PAGA Amount" means the allocation of Forty-Two Thousand Five Hundred
8 Dollars (\$42,500) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent
9 (65%) of the PAGA Amount, or \$27,526, will be paid to the LWDA (i.e., the LWDA Payment) and
10 the remaining twenty-five percent (35%), or \$14,875, will be distributed to the PAGA Employees (i.e.,
11 the PAGA Employee Amount).

12 x. "PAGA Employees" means all current and former hourly-paid or non-exempt
13 employees who worked for Defendant within the State of California at any time during the PAGA
14 Period.

15 y. "PAGA Employee Amount" means the amount of Fourteen Thousand Eight
16 Hundred Seventy-Five Dollars (\$14,875), i.e., 35% of the PAGA Amount, to be distributed to PAGA
17 Employees on a *pro rata* basis based on their Pay Periods.

18 z. "PAGA Period" means the period from October 15, 2023, through December
19 31, 2024.

20 aa. "PAGA Settlement" means the settlement and resolution of all Released PAGA
21 Claims.

22 bb. "Pay Periods" means the number of pay periods each PAGA Employee was
23 employed by Defendant as an hourly-paid or non-exempt employee in California during the PAGA
24 Period, which will be calculated by the Settlement Administrator using each PAGA Employee's dates
25 of employment.

26 cc. "Preliminary Approval" means the date on which the Court enters the
27 Preliminary Approval Order.

28 dd. "Preliminary Approval Order" means the order granting preliminary approval

1 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
2 the Court.

3 ee. “Released Class Claims” means any and all claims, debts, liabilities, demands,
4 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
5 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
6 arising during the Class Period, under any federal, state, or local law, and shall specifically include
7 claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal
8 and rest periods and associated premium payments, timely pay wages during employment and upon
9 termination, provide compliant wage statements, and reimburse necessary business-related expenses
10 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
11 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
12 Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith,
13 California Business and Professions Code sections 17200, *et seq.*, and any other claims, including
14 claims for statutory penalties, pertaining to the Class Members.

15 ff. “Released PAGA Claims” means any and all claims arising from any of the
16 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
17 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all
18 claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime
19 and minimum wages, provide compliant meal and rest periods and associated premium payments,
20 timely pay wages during employment and upon termination, provide compliant wage statements,
21 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
22 in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
23 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
24 Orders.

25 gg. “Released Parties” means Defendant and its current and former officers,
26 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
27 assigns.

28 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating

a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

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

jj. "Settlement Administrator" means Apex Class Actions, LLC, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

kk. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 14.

ll. "Settlement Class" or "Settlement Class Member(s)" means all Class Members who do not submit a timely and valid Request for Exclusion.

mm. "Workweeks" means the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator using each Class Member's dates of employment.

nn. "Workweeks Dispute" means a letter submitted by a Class Member disputing

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

8 **CLASS CERTIFICATION**

9 9. For the purposes of this Settlement only, the Parties stipulate to the certification of the
10 Class.

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

17 **TERMS OF THE AGREEMENT**

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

20 11. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
21 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
22 Gross Settlement Amount (i.e., \$297,500 if the Gross Settlement Amount is \$850,000) and
23 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
24 of the Action, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00),
25 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
26 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
27 the Action, including without limitation all work performed and costs incurred to date, and all work
28 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this

Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

12. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred Dollars (\$7,500). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Forty-Two Thousand Five Hundred Dollars (\$42,500) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$27,526, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$14,875, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

14. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,

1 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
2 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
3 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
4 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
5 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
6 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
7 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
8 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
9 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
10 Settlement Amount for the benefit of the Settlement Class Members.

11 15. Escalator Clause. Defendant has represented that the Class Members worked a total of
12 34,821 Workweeks during the period from July 5, 2019 to March 5, 2024. If it is determined by the
13 Settlement Administrator that the total number of Workweeks worked by the Class Members during
14 the above period actually exceeds 34,281 by more than 10%, then the Gross Settlement Amount will
15 be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked
16 by the Class Members above the 10% threshold.

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

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

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

1 17. Individual PAGA Payment Calculations. Individual PAGA Payments will be
2 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
3 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
4 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
5 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
6 Value to yield each PAGA Employee's Individual PAGA Payment.

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

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

24 20. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
25 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
26 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
27 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
28 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement

1 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
2 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
3 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
4 Members, and PAGA Employees should consult with their tax advisors concerning the tax
5 consequences of any payment they receive under the Settlement.

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

1 22. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
2 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
3 are issued to the payee. It is expressly understood and agreed that payments made under this
4 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
5 to additional compensation or benefits under any new or additional compensation or benefits, or any
6 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
7 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
8 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
9 any contrary language or agreement in any benefit or compensation plan document that might have
10 been in effect during the Class Period).

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

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

1 24. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
2 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
3 approval of the Settlement.

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

6 26. Notice by First-Class U.S. Mail.

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

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

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

24 27. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA
25 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which
26 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and
27 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the
28 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive

means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA Employee produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member/PAGA Employee should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

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

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

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

22 31. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
23 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
24 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
25 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
26 the number of Class Members who have submitted timely and valid Requests for Exclusion following
27 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
28 administration owed to the Settlement Administrator incurred up to that date.

1 32. Certification of Completion. Upon completion of administration of the Settlement, the
2 Settlement Administrator will provide a written declaration under oath to certify such completion to
3 the Court and counsel for all Parties.

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

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

16 b. Certification of the Settlement Class;

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

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

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

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

23 34. Funding of the Gross Settlement Amount.

24 a. **First Installment:** No later than thirty (30) calendar days after the Effective Date,
25 Defendant will deposit sixty percent (60%) of the Gross Settlement Amount and an
26 amount sufficient to pay Employer Taxes ("Fist Installment") into a Qualified
27 Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-
28 1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide
all information necessary for the Settlement Administrator to calculate necessary

1 payroll taxes including its official name, 8-digit state unemployment insurance tax ID
2 number, and other information requested by the Settlement Administrator, no later than
3 thirty (30) calendar days after the Effective Date.

- 4 b. **Second Installment:** No later than one (1) year after the First Installment, Defendant
5 will deposit the remaining forty percent (40%) of the Gross Settlement Amount into
6 the above-mentioned QSF.

7 35. Distribution of the Gross Settlement Amount.

- 8 a. **First Distribution.** Within five (5) business days of the funding of the First
9 Installment, the Settlement Administrator will issue the Individual Settlement
10 Payments to Settlement Class Members. The Settlement Administrator shall also set
11 aside the Employer Taxes and all employee-side payroll taxes, contributions, and
12 withholding, and timely forward these to the appropriate government authorities.

- 13 b. **Second Distribution.** Within five (5) business days of the funding of the Second
14 Installment, the Settlement Administrator will issue the Enhancement Payment to
15 Plaintiff, Individual PAGA Payments to PAGA Employees, LWDA Payment to the
16 LWDA, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration
17 Costs to itself.

18 36. Source of Funds. Defendant has represented that each of the nine (9) schools it operates
19 has its own general fund out of which it pays teachers, employees, and related educational and
20 operational expenses. Each of Defendant's nine (9) schools is responsible for the payment of any
21 settlement as to the employees of that school. This Settlement will be paid out of the nine (9) general
22 funds. If this representation by Defendant is materially false, Plaintiff may cancel and rescind this
23 Settlement Agreement.

24 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
25 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
26 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
27 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
28 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
Payment into one check if the intended recipient for both payments is one individual. Settlement Class

Members and PAGA Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancellation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

38. Class Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

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

40. PAGA Standing. The Parties have specifically agreed to waive the requirement of Labor Code 2699(c)(1) that an employee must have experienced a violation within the year preceding the filing of the PAGA Letter providing notice to the LWDA.

41. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,

1 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
2 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
3 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
4 unsuspected, asserted or unasserted, which Plaintiff, at any time of execution of this Settlement
5 Agreement, had or claimed to have or may have, including but not limited to any and all claims arising
6 out of, relating to, or resulting from her employment and/or separation of employment with the
7 Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance,
8 rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any
9 claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans
10 with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security
11 Act; the California Family Rights Act; the California Fair Employment and Housing Act; all claims
12 for wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the
13 California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to
14 violation of public policy, retaliation, or interference with legal rights; any and all other employment
15 or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach
16 of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to
17 be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
18 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
19 Plaintiff understands and expressly agrees that this Settlement Agreement extends to claims that she
20 has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,
21 vested or contingent, past, present, or future, arising from or attributable to an incident or event,
22 occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all
23 rights granted under any state or federal law or regulation limiting the effect of this Settlement
24 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
25 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
27 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
28 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**

1 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
2 **THE DEBTOR OR RELEASED PARTY.**

3 42. Final Approval Order and Judgment. The Parties shall provide the Settlement
4 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
5 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
6 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
7 Class will be required.

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

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

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

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

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

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

27 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
28 statements, or filings in furtherance of the Settlement (including all matters associated with the

mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

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

45. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

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

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

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

49. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all the Parties and subject

1 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
2 constitute a waiver of any other provision.

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

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

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

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

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

27 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
28 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into

1 account all relevant factors, present and potential. The Parties further acknowledge that they are each
2 represented by competent counsel and that they have had an opportunity to consult with their counsel
3 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
4 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
5 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
6 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

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

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

28 59. Captions. The captions and paragraph numbers in this Settlement Agreement are

1 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
2 intent of the provisions of this Settlement Agreement.

3 60. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
4 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
5 construed more strictly against one Party than another merely by virtue of the fact that it may have
6 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
7 negotiations between the Parties, all Parties have contributed equally to the preparation of this
8 Settlement Agreement.

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

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

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

19 To Plaintiffs and Class Counsel:

20 Jonathan M. Genish

21 jgenish@blackstonepc.com

22 Barbara DuVan-Clarke

23 BDC@blackstonepc.com

24 Danielle GruppChang

25 dgruppchang@blackstonepc.com

26 P.J. Van Ert

27 pjvanert@blackstonepc.com

28 Annabel Blanchard

ablanchard@blackstonepc.com

BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

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

To Defendant:

Brier Miron Setlur
bsetlur@lightgablerlaw.com
LightGabler
760 Paseo Camarillo, Suite 300
Camarillo, California 93010
Tel: (805) 248-7424

64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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

IT IS SO AGREED.

PLAINTIFF JAMIE RAMIRES

Dated: 03/14/2025

Jamie Ramires

Jamie Ramires

DEFENDANT BRIGHT STAR SCHOOLS

Dated: _____

Full Name: _____

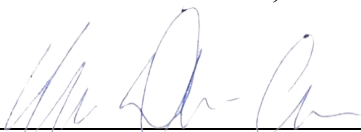
Title: _____

On behalf of Bright Star Schools

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 03/14/2025



Jonathan M. Genish
Barbara DuVan-Clarke

Brier Miron Setlur
bsetlur@lightgablerlaw.com
LightGabler
760 Paseo Camarillo, Suite 300
Camarillo, California 93010
Tel: (805) 248-7424

64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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

IT IS SO AGREED.

PLAINTIFF JAMIE RAMIRES

Dated: _____

Jamie Ramires

DEFENDANT BRIGHT STAR SCHOOLS

Dated: March 28, 2025

Full Name: Elijah Sugay
Title: CFO
On behalf of Bright Star Schools

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke

*Attorneys for Plaintiff Jamie Ramires
and Proposed Class Counsel*

LIGHTGABLER LLP



Brier Setlur

Attorneys for Defendant Bright Star Schools

Dated: March 28, 2025