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Attorneys for Plaintiffs, Jamie Ramires and
Victor Perez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JAMIE RAMIRES, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

BRIGHT STAR SCHOOLS; and DOES 1
through 25, inclusive,

Defendants.

Case No. 23STCV15490

Honorable Elaine Lu
Department 9

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

Date: November 25, 2025
Time: 10:00 a.m.
Dept.: 9

Complaint Filed: July 5, 2023
FAC Filed: February 11, 2025
SAC Filed: October 10, 2025
Trial Date: Not Set

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to the Class Members”) is broad enough to include PAGA penalties. The quoted language should be removed.

d. Issue #4: The Settlement Agreement at ¶17 refers to the PAGA Employee Amount as 25% of the PAGA Amount but should be corrected to 35% of the PAGA Amount in light of the new statutory change.

e. Issue #5: Provide Proof of Service for the submission of the Settlement Agreement to the LWDA, and for any further revised versions.

4. Subsequently, on July 22, 2025, and again on August 19, 2025, the Parties stipulated to continue the deadline for Plaintiff to file supplemental briefing in support of her Motion, and the hearing on Plaintiff’s Motion was ultimately continued to November 25, 2025 at 10:00 a.m.

5. Plaintiff hereby submits this supplemental declaration to address the Court’s comments and inquiries raised in the Tentative Ruling and Minute Order:

a. Issue #1: In order to address the issue of PAGA standing, an additional Plaintiff, Victor Perez (“Plaintiff Perez”), is being added to the Action. Plaintiff Perez is a current employee of Defendant, and therefore falls within the applicable statute of limitations under Labor Code 2699 to serve as a PAGA representative.

On September 9, 2025, Plaintiffs Jamie Ramirez and Victor Perez submitted an amended PAGA Letter (“Amended PAGA Letter”) to the Labor and Workforce Development Agency (“LWDA”) via online submission, and served the Amended PAGA Letter on Defendant via certified U.S. Mail. (A true and correct copy of the Amended PAGA Letter is attached to this declaration as **Exhibit 1.**)

On October 10, 2025, Plaintiffs filed a Second Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“Second Amended Complaint”), adding Plaintiff Perez as PAGA representative in the Action.

b. Issue #2: Defendant will file a separate declaration to address its need for a payment plan.

c. Issue #3: As of October 13, 2025, the Parties have executed an amended settlement

1 agreement (“Amended Agreement”) which removes the overbroad release language from the
2 definition of Released Class Claims, now in ¶ 9.ee of the Amended Agreement. The fully executed
3 Amended Agreement is attached to this declaration as **Exhibit 2**. A redlined copy of the original
4 settlement agreement, showing how it was changed, is attached as **Exhibit 3**.

5 d. Issue #4: The Amended Agreement, at ¶ 18, corrects the PAGA Employee Amount to
6 be 35% of the PAGA Amount.

7 e. Issue #5: Attached as **Exhibit 4** is proof of submission of the Amended Agreement to
8 the LWDA.

9 The Parties have also used this opportunity to include in the Amended Agreement reference to
10 the Second Amended Complaint and to the addition of Plaintiff Perez. (*See*, Exhibit 2).

11 Attached hereto as **Exhibit 5** is a redlined Class Notice reflecting the changes made to the Class
12 Notice to correlate with the changes made in the Amended Agreement.

13 A [Revised Proposed] Order is filed concurrently with this declaration, and attached as “Exhibit
14 A” to the Order is a clean copy of the revised Class Notice.

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

17 Executed on October 14, 2025, at Beverly Hills, California

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19 *A. Blanchard*
20 Annabel Blanchard
21
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EXHIBIT 1

September 09, 2025

Amended PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

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

RE: *Jamie Ramires & Victor Perez v. Bright Star Schools, Inc.*

LWDA Case No. *LWDA-CM-1056400-24*

To Whom It May Concern:

On October 15, 2024, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), our office provided notice to the Labor and Workforce Development Agency (LWDA) and Bright Star Schools, Inc., on behalf of Jamie Ramires (“Ms. Ramires”). Ms. Ramires has alleged a cause of action under PAGA in a civil action against Bright Star Schools, Inc., (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”) in a class and representative action entitled *Jamie Ramires v. Bright Star Schools, Inc.*, Los Angeles County Superior Court Case No. 23STCV15490 (the “Action”).

Employers employed Jamie Ramires from approximately June 2018 to August 2019 as a non-exempt, hourly-paid employee. Jamie Ramires worked as an ELD Instructional Assistant for Employers and was based out of Employers’ facility located at 2646 South Mansfield Avenue, Los Angeles, California, 90016, and at 4301 West Martin Luther King, Jr. Boulevard, Los Angeles, California, 90008.

We write to inform you that we have been retained by Victor Perez (“Mr. Perez”) who has been employed by Employers as a Family Engagement Specialist from approximately January 2010 to the present at Employers’ location at 3435 Wilshire Blvd Suite 2460, Los Angeles, CA 90010. Mr. Perez intends to be added to the Action as a named plaintiff and seeks penalties for violations of the California Labor Code which are recoverable under PAGA. Mr. Perez seeks these penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged

("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimants' notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Ms. Ramires' and Mr. Perez' (together, "Claimants") employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). The claims made on behalf of Claimants and Aggrieved Employees are based upon the following facts and theories:

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

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

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

Throughout the relevant time, Employers regularly required Claimants and other Aggrieved Employees to perform work off-the-clock including, among other things, performing work-related duties prior to clocking-in, during meal periods, and/or after clocking-out for their shifts. Employers failed to compensate Claimants and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

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

Employers also failed to accurately record the actual time worked by Claimants and Aggrieved Employees. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimants and Aggrieved Employees.

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

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

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

2. MEAL BREAK VIOLATIONS

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

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

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4)

Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

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

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

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

3. REST BREAK VIOLATIONS

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

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

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies

regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

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

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

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

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

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

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

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

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

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

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

6. FAILURE TO MAINTAIN ACCURATE RECORDS

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

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

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions

of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

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

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

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

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

Employers have specifically agreed to waive the requirement of Labor Code 2699(c)(1) that Claimants must have personally suffered each of the violations alleged in order to represent other aggrieved employees who have suffered some or all of the violations alleged herein. Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimants have standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by

Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimants, as “aggrieved” employees affected by at least one Labor Code violation may, and hereby do, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

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

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimants’ intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers’ alleged violations within this timeframe.

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

BLACKSTONE LAW


Barbara DuVan-Clarke, Esq.

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

Bright Star Schools
c/o Brier Setlur, Esq.
LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010

EXHIBIT 2

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

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

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

RECITALS

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

2. On October 15, 2024, Plaintiff Ramires provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”), specifically: California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. On September 9, 2025, Plaintiffs filed an amended written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“Amended PAGA Letter”).

3. On February 11, 2025, Plaintiff Ramires filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* (“First Amended Complaint”) in the Action. The First Amended Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium

1 payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu
2 thereof, failure to timely pay wages during employment, failure to provide compliant wage statements,
3 failure to timely pay wages upon termination, and failure to reimburse necessary business expenses,
4 for violations of California Business & Professions Code Section 17200, *et seq.* based on the
5 aforementioned California Labor Code violations, and for civil penalties under the Private Attorneys
6 General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the
7 aforementioned California Labor Code violations.

8 4. On October 10, 2025 Plaintiffs filed a Second Amended Complaint (“Operative
9 Complaint”) which added Plaintiff Victor Perez to the Action and included all claims and allegations
10 from the First Amended Complaint.

11 5. Defendant denies all materials allegations set forth in the Action and has asserted
12 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
13 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
14 Released PAGA Claims (as defined herein).

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

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

1 including the risk of significant delay and uncertainty associated with litigation and various defenses
2 asserted by Defendant.

3 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
4 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
5 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
6 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
7 positions.

8 **DEFINITIONS**

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

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

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

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

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

28 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 Payments” means the amounts to be paid to Plaintiffs, in recognition of their 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.

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

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

5 o. “Final Approval Order and Judgment” means the order granting final approval
6 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
7 Parties, and subject to approval by the Court.

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

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

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

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

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

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

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

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

17 x. “PAGA Employees” means all current and former hourly-paid or non-exempt
18 employees who worked for Defendant within the State of California at any time during the PAGA
19 Period.

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

23 z. “PAGA Period” means the period from October 15, 2023, through December
24 31, 2024.

25 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA
26 Claims.

27 bb. “Pay Periods” means the number of pay periods each PAGA Employee was
28 employed by Defendant as an hourly-paid or non-exempt employee in California during the PAGA

1 Period, which will be calculated by the Settlement Administrator using each PAGA Employee's dates
2 of employment.

3 cc. "Preliminary Approval" means the date on which the Court enters the
4 Preliminary Approval Order.

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

8 ee. "Released Class Claims" means any and all claims, debts, liabilities, demands,
9 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
10 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
11 arising during the Class Period, under any federal, state, or local law, and shall specifically include
12 claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
13 and rest periods and associated premium payments, timely pay wages during employment and upon
14 termination, provide compliant wage statements, and reimburse necessary business-related expenses
15 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
16 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
17 Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith,
18 California Business and Professions Code sections 17200, *et seq.*.

19 ff. "Released PAGA Claims" means any and all claims arising from any of the
20 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
21 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all
22 claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime
23 and minimum wages, provide compliant meal and rest periods and associated premium payments,
24 timely pay wages during employment and upon termination, provide compliant wage statements,
25 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
26 in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
27 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
28 Orders.

1 gg. “Released Parties” means Defendant and its current and former officers,
2 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
3 assigns.

4 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating
5 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
6 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
7 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
8 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
9 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

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

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

24 kk. “Settlement Administration Costs” means the costs payable from the Gross
25 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
26 Paragraph 14.

27 ll. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
28 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 the number of Workweeks and/or Pay Periods which have been credited to them, 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 the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

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

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

TERMS OF THE AGREEMENT

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

12. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys’ fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,500 if the Gross Settlement Amount is \$850,000) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00),

both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work 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.

13. Enhancement Payments. Defendant agrees not to oppose or impede any application or motion by Plaintiffs for Enhancement Payments in the amount up to Seven Thousand Five Hundred Dollars (\$7,500) each to the Plaintiffs (for a total of \$15,000). The Enhancement Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payments as a Settlement Class Members and Individual PAGA Payments as PAGA Employees. Plaintiffs 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 Plaintiffs for the Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. 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).

1 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
2 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
3 which is currently estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00). These
4 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
5 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
6 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
7 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
8 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
9 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
10 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
11 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
12 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
13 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
14 Settlement Amount for the benefit of the Settlement Class Members.

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

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

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

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

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

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

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

21. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant’s Counsel do not

1 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
2 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
3 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
4 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
5 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
6 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
7 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
8 Members, and PAGA Employees should consult with their tax advisors concerning the tax
9 consequences of any payment they receive under the Settlement.

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

1 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
2 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
3 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
4 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

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

- 23 a. Conditionally certifying the Class for settlement purposes only;
- 24 b. Granting Preliminary Approval of the Settlement;
- 25 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 26 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 27 e. Approving as to form and content, the mutually-agreed upon and proposed
- 28 Class Notice and directing its mailing by First Class U.S. Mail;

1 f. Approving the manner and method for Class Members to request exclusion
2 from or object to the Class Settlement as contained herein and within the Class Notice;

3 g. Scheduling a Final Approval Hearing at which the Court will determine whether
4 Final Approval of the Settlement should be granted.

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

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

10 27. Notice by First-Class U.S. Mail.

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

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

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

28 28. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA

1 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which
2 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and
3 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the
4 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
5 means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence
6 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks
7 and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records
8 will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA
9 Employee produces information and/or documents to the contrary, the Settlement Administrator will
10 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement
11 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
12 the disputing Class Member/PAGA Employee should be credited with under the Settlement. The
13 Settlement Administrator's decision on such disputes will be final and non-appealable.

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

1 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
2 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
3 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
4 submit a Request for Exclusion.

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

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

26 32. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
27 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
28 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class

Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

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

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

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

b. Certification of the Settlement Class;

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

d. Approval of the application for Enhancement Payments to Plaintiffs;

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

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

35. Funding of the Gross Settlement Amount.

a. **First Installment:** No later than thirty (30) calendar days after the Effective Date,

Defendant will deposit sixty percent (60%) of the Gross Settlement Amount and an amount sufficient to pay Employer Taxes (“First Installment”) into a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than thirty (30) calendar days after the Effective Date.

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

36. Distribution of the Gross Settlement Amount.

- a. **First Distribution.** Within five (5) business days of the funding of the First Installment, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.
- b. **Second Distribution.** Within five (5) business days of the funding of the Second Installment, the Settlement Administrator will issue the Enhancement Payment to Plaintiffs, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Attorneys’ Fees and Costs to Class Counsel, and Settlement Administration Costs to itself.

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

38. Settlement Checks. The Settlement Administrator will be responsible for undertaking

appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the 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 cancelation 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.

39. Class Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiffs 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.

40. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiffs, 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.

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

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

Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

27 49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
28 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

1 Approval Hearing to be conducted by the Court.

2 50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
3 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
4 except by written agreement signed by counsel for all Parties. After the filing of the motion for
5 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
6 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
7 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
8 constitute a waiver of any other provision.

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

18 52. Signatories. It is agreed that because the members of the Class are so numerous, it is
19 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
20 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
21 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
22 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
23 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
24 Member and PAGA Employee.

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

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

55. Execution and Counterparts. This Settlement Agreement is subject only to the
execution of all Parties. However, this Settlement Agreement may be executed in one or more

counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

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

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

58. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to implement the Settlement.

59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement

1 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
2 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
3 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
4 federal, state, local or other applicable law.

5 60. Captions. The captions and paragraph numbers in this Settlement Agreement are
6 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
7 intent of the provisions of this Settlement Agreement.

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

14 62. Representation By Counsel. The Parties acknowledge that they have been represented
15 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
16 that this Settlement Agreement has been executed with the consent and advice of counsel, and
17 reviewed in full.

18 63. All Terms Subject to Final Court Approval. All amounts and procedures described in
19 this Settlement Agreement herein will be subject to final Court approval.

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

24 To Plaintiffs and Class Counsel:

25 Jonathan M. Genish
jgenish@blackstonepc.com
26 Barbara DuVan-Clarke
BDC@blackstonepc.com
27 Danielle GruppChang
dgruppchang@blackstonepc.com
28 P.J. Van Ert
pjvanert@blackstonepc.com

1 Annabel Blanchard
2 ablanchard@blackstonepc.com
3 **BLACKSTONE LAW, APC**
4 8383 Wilshire Boulevard, Suite 745
5 Beverly Hills, California 90211
6 Tel: (310) 622-4278 / Fax: (855) 786-6356

7 To Defendant:
8 Brier Miron Setlur
9 bsetlur@lightgablerlaw.com
10 **LightGabler**
11 760 Paseo Camarillo, Suite 300
12 Camarillo, California 93010
13 Tel: (805) 248-7424

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

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

23 **IT IS SO AGREED.**

24 **PLAINTIFF JAMIE RAMIRES**

25 Dated: 10/13/2025

26 *Jamie Ramires*
27 Jamie Ramires

28 **PLAINTIFF VICTOR PEREZ**

Dated: _____

Victor Perez

1 Annabel Blanchard
2 ablanchard@blackstonepc.com
3 **BLACKSTONE LAW, APC**
4 8383 Wilshire Boulevard, Suite 745
5 Beverly Hills, California 90211
6 Tel: (310) 622-4278 / Fax: (855) 786-6356

7 To Defendant:
8 Brier Miron Setlur
9 bsetlur@lightgablerlaw.com
10 **LightGabler**
11 760 Paseo Camarillo, Suite 300
12 Camarillo, California 93010
13 Tel: (805) 248-7424

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

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

23 **IT IS SO AGREED.**

24 **PLAINTIFF JAMIE RAMIRES**

25 Dated: _____

26 _____
27 Jamie Ramires

28 **PLAINTIFF VICTOR PEREZ**

Dated: 10/13/2025



Victor Perez

DEFENDANT BRIGHT STAR SCHOOLS



Full Name: Elijah Sugay

Title: CFO

On behalf of Bright Star Schools

BLACKSTONE LAW, APC



Jonathan M. Genish

Barbara DuVan-Clarke

Attorneys for Plaintiff Jamie Ramires
and Proposed Class Counsel

LIGHTGABLER



Brier Setlur

Attorneys for Defendant Bright Star Schools

Dated: 10/10/2025

APPROVED AS TO FORM ONLY:

Dated: 10/13/2025

Dated: October 13, 2025

EXHIBIT 3

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Jamie Ramires (“Plaintiff
4 Ramires”) and Plaintiff Victor Perez (“Plaintiff Perez”) (together, “Plaintiffs” or “Class

5 Representatives”), individually, and on behalf of all others similarly situated and on behalf of the State
6 of California with respect to aggrieved employees, and Defendant Bright Star Schools (“Defendant”
7 (togethercollectively, Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the employment of 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 Ramires filed a Class Action Complaint for Damages (“Class
13 Action Complaint”) in the action entitled *Jamie Ramires v. Bright Star Schools*, Los Angeles County
14 Superior Court Case No. 23STCV15490 (“Action”), alleging various violations of the California
15 Labor Code and thereby commencing a putative class action against Defendant.

16 2. On October 15, 2024, Plaintiff Ramires provided written notice to the Labor and
17 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified
18 Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California
19 Labor Code alleged to have been violated by Defendant (“PAGA Letter”), specifically: California
20 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,
21 1198, 2800, and 2802. On September 9, 2025, Plaintiffs filed an amended written notice to the LWDA
22 by online submission and to Defendant by U.S. Certified Mail of the specific provisions of the
23 California Labor Code alleged to have been violated by Defendant (“Amended PAGA Letter”).

24 3. On February 11, 2025, Plaintiff Ramires filed a First Amended Class Action
25 Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor
26 Code §§ 2698, *Et Seq.* (“OperativeFirst Amended Complaint”) in the Action. The OperativeFirst
27 Amended Complaint alleges ten (10) causes of action for violations of the California Labor Code for
28 failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal

1 periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums
2 payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant
3 wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary
4 business expenses, for violations of California Business & Professions Code Section 17200, *et seq.*
5 based on the aforementioned California Labor Code violations, and for civil penalties under the Private
6 Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”)
7 based on the aforementioned California Labor Code violations.

8 3.4. On October 10, 2025 Plaintiffs filed a Second Amended Complaint (“Operative
9 Complaint”) which added Plaintiff Victor Perez to the Action and included all claims and allegations
10 from the First Amended Complaint.

11 4.5. Defendant denies all materials allegations set forth in the Action and has asserted
12 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
13 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
14 Released PAGA Claims (as defined herein).

15 5.6. Class Counsel diligently investigated the class and PAGA claims against Defendant,
16 including any and all applicable defenses and the applicable law. The investigation included, *inter*
17 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
18 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
19 merits of the claims and contentions of the Parties.

20 6.7. On March 6, 2024, the Parties participated in mediation with Paul Grossman (the
21 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
22 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
23 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
24 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
25 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
26 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
27 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
28 Members, State of California, and PAGA Employees in light of all known facts and circumstances,

1 including the risk of significant delay and uncertainty associated with litigation and various defenses
2 asserted by Defendant.

3 7.8. The Parties expressly acknowledge that this Settlement Agreement is entered into
4 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
5 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
6 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
7 positions.

8 **DEFINITIONS**

9 8.9. The following definitions are applicable to this Settlement Agreement. Definitions
10 contained elsewhere in this Settlement Agreement will also be effective.

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

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

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

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

28 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 Payments” means the amounts to be paid to Plaintiffs, in recognition of ~~their~~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.

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

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

5 o. "Final Approval Order and Judgment" means the order granting final approval
6 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
7 Parties, and subject to approval by the Court.

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

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

19 r. "Individual Settlement Payment" means the net payment of each Settlement
20 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
21 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
22 Paragraph 18.

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

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

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

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

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

17 x. “PAGA Employees” means all current and former hourly-paid or non-exempt
18 employees who worked for Defendant within the State of California at any time during the PAGA
19 Period.

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

23 z. “PAGA Period” means the period from October 15, 2023, through December
24 31, 2024.

25 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA
26 Claims.

27 bb. “Pay Periods” means the number of pay periods each PAGA Employee was
28 employed by Defendant as an hourly-paid or non-exempt employee in California during the PAGA

1 Period, which will be calculated by the Settlement Administrator using each PAGA Employee's dates
2 of employment.

3 cc. "Preliminary Approval" means the date on which the Court enters the
4 Preliminary Approval Order.

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

8 ee. "Released Class Claims" means any and all claims, debts, liabilities, demands,
9 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
10 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
11 arising during the Class Period, under any federal, state, or local law, and shall specifically include
12 claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
13 and rest periods and associated premium payments, timely pay wages during employment and upon
14 termination, provide compliant wage statements, and reimburse necessary business-related expenses
15 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
16 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
17 Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith,
18 California Business and Professions Code sections 17200, *et seq.*, ~~and any other claims, including~~
19 ~~claims for statutory penalties, pertaining to the Class Members.~~

20 ff. "Released PAGA Claims" means any and all claims arising from any of the
21 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
22 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all
23 claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime
24 and minimum wages, provide compliant meal and rest periods and associated premium payments,
25 timely pay wages during employment and upon termination, provide compliant wage statements,
26 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
27 in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
28 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage

1 Orders.

2 gg. “Released Parties” means Defendant and its current and former officers,
3 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
4 assigns.

5 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating
6 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
7 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
8 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
9 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
10 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

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

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

25 kk. “Settlement Administration Costs” means the costs payable from the Gross
26 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
27 Paragraph 14.

28 ll. “Settlement Class” or “Settlement Class Member(s)” means all Class Members

1 who do not submit a timely and valid Request for Exclusion.

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

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

13 **CLASS CERTIFICATION**

14 ~~9.10.~~ For the purposes of this Settlement only, the Parties stipulate to the certification of the
15 Class.

16 ~~10.11.~~ The Parties agree that certification for the purpose of settlement is not an admission
17 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
18 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
19 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
20 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
21 non-settlement context.

22 **TERMS OF THE AGREEMENT**

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

25 ~~11.12.~~ Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
26 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
27 Gross Settlement Amount (i.e., \$297,500 if the Gross Settlement Amount is \$850,000) and
28 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement

1 of the Action, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00),
2 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
3 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
4 the Action, including without limitation all work performed and costs incurred to date, and all work
5 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
6 Settlement Agreement, including any objections raised and any appeals necessitated by those
7 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
8 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
9 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
10 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
11 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

12 12-13. Enhancement Payments. Defendant agrees not to oppose or impede any application or
13 motion by Plaintiffs for ~~an~~ Enhancement Payments in the amount up to Seven Thousand Five Hundred
14 Dollars (\$7,500) each to the Plaintiffs (for a total of \$15,000). The Enhancement Payments, which
15 will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to
16 ~~their~~ Individual Settlement Payments as a Settlement Class Members and Individual PAGA
17 Payments as ~~a~~ PAGA Employees. Plaintiffs shall be solely and legally responsible for correctly
18 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
19 The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement
20 Payments. Any portion of the requested Enhancement Payments that is not awarded by the Court to
21 Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class
22 Members.

23 13-14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
24 Forty-Two Thousand Five Hundred Dollars (\$42,500) shall be allocated from the Gross Settlement
25 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
26 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$27,526, will be paid to
27 the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$14,875, will be distributed
28 to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total

1 number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual
2 PAGA Payments).

3 14.15. Settlement Administration Costs. The Settlement Administrator will be paid for the
4 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
5 which is currently estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00). These
6 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
7 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
8 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
9 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
10 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
11 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
12 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
13 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
14 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
15 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
16 Settlement Amount for the benefit of the Settlement Class Members.

17 15.16. Escalator Clause. Defendant has represented that the Class Members worked a total of
18 34,821 Workweeks during the period from July 5, 2019 to March 5, 2024. If it is determined by the
19 Settlement Administrator that the total number of Workweeks worked by the Class Members during
20 the above period actually exceeds 34,281 by more than 10%, then the Gross Settlement Amount will
21 be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked
22 by the Class Members above the 10% threshold.

23 16.17. Individual Settlement Share Calculations. Individual Settlement Shares will be
24 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
25 Workweeks, as follows:

26 a. After Preliminary Approval, the Settlement Administrator will divide the Net
27 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
28 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value

1 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
2 entitled to receive under the Class Settlement.

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

7 17-18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
8 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
9 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
10 Amount, i.e., ~~25%~~ 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield
11 the "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay
12 Period Value to yield each PAGA Employee's Individual PAGA Payment.

13 18-19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
14 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
15 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
16 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
17 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
18 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
19 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
20 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
21 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
22 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
23 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

24 19-20. Administration of Taxes by the Settlement Administrator. The Settlement
25 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
26 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
27 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
28 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll

1 taxes and other legally required withholdings to the appropriate government authorities.

2 20-21. Tax Liability. Plaintiff~~s~~, Class Counsel, Defendant, and Defendant's Counsel do not
3 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
4 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff~~s~~, Settlement
5 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
6 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff~~s~~, Settlement
7 Class Members, and PAGA Employees understand and agree that Plaintiff~~s~~, Settlement Class
8 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
9 assessed on the payments described in this Settlement Agreement. Plaintiff~~s~~, Settlement Class
10 Members, and PAGA Employees should consult with their tax advisors concerning the tax
11 consequences of any payment they receive under the Settlement.

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

1 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
2 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
3 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
4 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
5 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
6 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

7 22-23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
8 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
9 are issued to the payee. It is expressly understood and agreed that payments made under this
10 Settlement shall not in any way entitle Plaintiff~~s~~, Settlement Class Members, or any PAGA Employee
11 to additional compensation or benefits under any new or additional compensation or benefits, or any
12 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
13 nor will it entitle Plaintiff~~s~~, Settlement Class Members, or any PAGA Employee to any increased
14 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
15 any contrary language or agreement in any benefit or compensation plan document that might have
16 been in effect during the Class Period).

17 23-24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
18 Plaintiff~~s~~ will obtain a hearing date from the Court for Plaintiff~~s~~' motion for preliminary approval of
19 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement
20 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
21 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
22 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
23 Agreement. By way of said motion, Plaintiff~~s~~ will apply for the entry of the Preliminary Approval
24 Order seeking the following:

- 25 a. Conditionally certifying the Class for settlement purposes only;
- 26 b. Granting Preliminary Approval of the Settlement;
- 27 c. Preliminarily appointing Plaintiff~~s~~ as the representatives~~s~~ of the Class;
- 28 d. Preliminarily appointing Class Counsel as counsel for the Class;

1 e. Approving as to form and content, the mutually-agreed upon and proposed
2 Class Notice and directing its mailing by First Class U.S. Mail;

3 f. Approving the manner and method for Class Members to request exclusion
4 from or object to the Class Settlement as contained herein and within the Class Notice;

5 g. Scheduling a Final Approval Hearing at which the Court will determine whether
6 Final Approval of the Settlement should be granted.

7 24-25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
8 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
9 approval of the Settlement.

10 25-26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
11 Defendant will provide the Class List to the Settlement Administrator.

12 26-27. Notice by First-Class U.S. Mail.

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

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

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

1 provide notice of the Settlement.

2 27-28. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA
3 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which
4 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and
5 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the
6 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
7 means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence
8 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks
9 and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records
10 will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA
11 Employee produces information and/or documents to the contrary, the Settlement Administrator will
12 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement
13 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
14 the disputing Class Member/PAGA Employee should be credited with under the Settlement. The
15 Settlement Administrator's decision on such disputes will be final and non-appealable.

16 28-29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
17 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
18 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
19 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
20 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
21 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
22 submitted, and also identify the individuals who have submitted a timely and valid Request for
23 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
24 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
25 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
26 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
27 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
28 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively

1 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
2 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
3 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
4 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
5 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
6 submit a Request for Exclusion.

7 29-30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
8 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
9 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
10 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
11 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
12 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
13 and complete and which were not), and also attach them to a declaration that is to be filed with the
14 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
15 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
16 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
17 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
18 whether they have submitted a Notice of Objection.

19 30-31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
20 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
21 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
22 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
23 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
24 Administrator will provide to counsel for the Parties any updated reports regarding the administration
25 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
26 receives a request from an individual or any other entity regarding inclusion in the Class and/or
27 Settlement or regarding a Workweeks Dispute.

28 31-32. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members

1 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
2 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
3 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
4 the number of Class Members who have submitted timely and valid Requests for Exclusion following
5 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
6 administration owed to the Settlement Administrator incurred up to that date.

7 32-33. Certification of Completion. Upon completion of administration of the Settlement, the
8 Settlement Administrator will provide a written declaration under oath to certify such completion to
9 the Court and counsel for all Parties.

10 33-34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
11 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
12 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
13 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
14 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
15 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
16 ~~Plaintiff~~Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final
17 Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final
18 approval motion before filing it with the Court. By way of said motion, ~~Plaintiff~~Plaintiffs will apply
19 for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part,
20 the following:

- 21 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
22 consummation of its terms and provisions;
- 23 b. Certification of the Settlement Class;
- 24 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 25 d. Approval of the application for Enhancement Payments to ~~Plaintiff~~Plaintiffs;
- 26 e. Directing Defendant to fund all amounts due under the Settlement Agreement
27 and ordered by the Court; and
- 28 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in

conformity with California Rules of Court 3.769 and the Settlement Agreement.

34-35. Funding of the Gross Settlement Amount.

- a. **First Installment:** No later than thirty (30) calendar days after the Effective Date, Defendant will deposit sixty percent (60%) of the Gross Settlement Amount and an amount sufficient to pay Employer Taxes ("First Installment") into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than thirty (30) calendar days after the Effective Date.
- b. **Second Installment:** No later than one (1) year after the First Installment, Defendant will deposit the remaining forty percent (40%) of the Gross Settlement Amount into the above-mentioned QSF.

35-36. Distribution of the Gross Settlement Amount.

- a. **First Distribution.** Within five (5) business days of the funding of the First Installment, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.
- b. **Second Distribution.** Within five (5) business days of the funding of the Second Installment, the Settlement Administrator will issue the Enhancement Payment to ~~Plaintiff~~Plaintiffs, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself.

36-37. Source of Funds. Defendant has represented that each of the nine (9) schools it operates has its own general fund out of which it pays teachers, employees, and related educational and operational expenses. Each of Defendant's nine (9) schools is responsible for the payment of any settlement as to the employees of that school. This Settlement will be paid out of the nine (9) general funds. If this representation by Defendant is materially false, ~~Plaintiff~~Plaintiffs may cancel and rescind

1 this Settlement Agreement.

2 37-38. Settlement Checks. The Settlement Administrator will be responsible for undertaking
3 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
4 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
5 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
6 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
7 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
8 Members and PAGA Employees are not required to submit a claim to be issued an Individual
9 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
10 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
11 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
12 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
13 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
14 Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil
15 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class
16 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required
17 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or
18 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
19 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
20 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
21 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
22 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA
23 Settlement.

24 38-39. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,
25 ~~Plaintiff~~Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever
26 released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class
27 Claims.

28 39-40. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,

1 ~~Plaintiff~~Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA
2 Employees will be deemed to have fully, finally, and forever released, settled, compromised,
3 relinquished, and discharged the Released Parties of all Released PAGA Claims.

4 40-41. PAGA Standing. The Parties have specifically agreed to waiver the requirement of
5 Labor Code 2699(c)(1) that an employee must have experienced a violation within the year preceding
6 the filing of the PAGA Letter providing notice to the LWDA.

7 41-42. Plaintiff's' General Release. Upon the Effective Date and full funding of the Gross
8 Settlement Amount, ~~Plaintiff~~Plaintiffs, individually and on her own behalf, will be deemed to have
9 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
10 Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
11 attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown,
12 suspected or unsuspected, asserted or unasserted, which ~~Plaintiff~~Plaintiffs, at any time of execution of
13 this Settlement Agreement, had or claimed to have or may have, including but not limited to any and
14 all claims arising out of, relating to, or resulting from her employment and/or separation of
15 employment with the Released Parties, including any claims arising under any federal, state, or local
16 law, statute, ordinance, rule, or regulation or Executive Order relating to employment, including, but
17 in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C.
18 § 1981; the Americans with Disabilities Act; the Family and Medical Leave Act; the Employee
19 Retirement Income Security Act; the California Family Rights Act; the California Fair Employment
20 and Housing Act; all claims for wages or penalties under the Fair Labor Standards Act; all claims for
21 wages or penalties under the California Labor Code; Business and Professions Code sections 17200
22 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with legal rights; any
23 and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or
24 constitutional claims; and any breach of contract claims or claims of promissory estoppel. It is agreed
25 that this is a general release and is to be broadly construed as a release of all claims, provided that,
26 notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that
27 cannot be released hereunder by law. Plaintiff understands and expressly agrees that this Settlement
28 Agreement extends to claims that she has against Defendant, of whatever nature and kind, known or

1 unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or
2 attributable to an incident or event, occurring in whole or in part, on or before the execution of this
3 Settlement Agreement. Any and all rights granted under any state or federal law or regulation limiting
4 the effect of this Settlement Agreement, including the provisions of Section 1542 of the California
5 Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads
6 as follows:

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

12 42.43. Final Approval Order and Judgment. The Parties shall provide the Settlement
13 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
14 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
15 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
16 Class will be required.

17 43.44. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
18 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
19 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
20 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
21 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
22 Settlement Agreement.

23 44.45. Effects of Termination or Rescission of Settlement. Termination or rescission of the
24 Settlement Agreement shall have the following effects:

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

27 b. In the event the Settlement Agreement is terminated, Defendant shall have no
28 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating

1 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
2 Administrator is notified that the Settlement has been terminated;

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

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

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

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

15 45-46. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
16 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
17 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
18 of action or right herein released and discharged.

19 46-47. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
20 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
21 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

22 47-48. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
23 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
24 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
25 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
26 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
27 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
28 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

1 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

2 48-49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
3 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
4 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
5 Approval Hearing to be conducted by the Court.

6 49-50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
7 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
8 except by written agreement signed by counsel for all Parties. After the filing of the motion for
9 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
10 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
11 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
12 constitute a waiver of any other provision.

13 50-51. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
15 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
16 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
17 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
18 full authority to enter into this Settlement Agreement, and further intend that this Settlement
19 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
20 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
21 confidentiality provisions that otherwise might apply under state or federal law.

22 51-52. Signatories. It is agreed that because the members of the Class are so numerous, it is
23 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
24 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
25 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
26 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
27 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
28 Member and PAGA Employee.

52-53. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1 53-54. California Law Governs. All terms of this Settlement Agreement and attached exhibits
2 hereto will be governed by and interpreted according to the laws of the State of California.

3 54-55. Execution and Counterparts. This Settlement Agreement is subject only to the
4 execution of all Parties. However, this Settlement Agreement may be executed in one or more
5 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
6 copies of the signature page, will be deemed to be one and the same instrument.

7 55-56. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
8 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
9 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
10 account all relevant factors, present and potential. The Parties further acknowledge that they are each
11 represented by competent counsel and that they have had an opportunity to consult with their counsel
12 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
13 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
14 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
15 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

16 56-57. Invalidity of Any Provision. Before declaring any provision of this Settlement
17 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
18 possible consistent with applicable precedents so as to define all provisions of this Settlement
19 Agreement valid and enforceable.

20 57-58. Plaintiff's Cooperation. Plaintiff~~s~~ agrees to sign this Settlement Agreement and, by
21 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
22 to implement the Settlement.

23 58-59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
24 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
25 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
26 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
27 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
28 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;

1 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
2 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
3 construed as an admission or concession by Defendant of any such violations or failures to comply
4 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
5 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
6 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
7 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
8 federal, state, local or other applicable law.

9 59-60. Captions. The captions and paragraph numbers in this Settlement Agreement are
10 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
11 intent of the provisions of this Settlement Agreement.

12 60-61. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
13 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
14 construed more strictly against one Party than another merely by virtue of the fact that it may have
15 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
16 negotiations between the Parties, all Parties have contributed equally to the preparation of this
17 Settlement Agreement.

18 61-62. Representation By Counsel. The Parties acknowledge that they have been represented
19 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
20 that this Settlement Agreement has been executed with the consent and advice of counsel, and
21 reviewed in full.

22 62-63. All Terms Subject to Final Court Approval. All amounts and procedures described in
23 this Settlement Agreement herein will be subject to final Court approval.

24 63-64. Notices. All notices, demands, and other communications to be provided concerning
25 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
26 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
27 as follows:

28 To Plaintiffs and Class Counsel:
Jonathan M. Genish

jgenish@blackstonepc.com
Barbara DuVan-Clarke
BDC@blackstonepc.com
Danielle GruppChang
dgruppchang@blackstonepc.com
P.J. Van Ert
pjvanert@blackstonepc.com
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

64-65. 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~~Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF JAMIE RAMIRES

Dated: _____

Jamie Ramires

PLAINTIFF VICTOR PEREZ

Formatted: French (France)

Formatted: French (France)

1 Dated: _____

2 Victor Perez, _____

Formatted: French (France)

6 Dated: _____

7 Full Name: _____

8 Title: _____

9 On behalf of Bright Star Schools _____

10 APPROVED AS TO FORM ONLY:

11 BLACKSTONE LAW, APC

13 Dated: _____

14 Jonathan M. Genish
15 Barbara DuVan-Clarke
16 Attorneys for Plaintiff Jamie Ramires
and Proposed Class Counsel

17 LIGHTGABLER

19 Dated: _____

20 Brier Setlur
Attorneys for Defendant Bright Star Schools

EXHIBIT 4



Thank you for your Proposed Settlement Submission

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

Fecha Lun 13/10/2025 19:25

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

10/13/2025 05:24:48 PM

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

Item submitted: Proposed Settlement

On 10/13/2025 05:24:48 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1056400-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>

EXHIBIT 5

NOTICE OF CLASS ACTION SETTLEMENT

Jamie Ramires v. Bright Star Schools **Superior Court of California for the County of Los Angeles, Case No. 23STCV15490**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff^s Jamie Ramires and Victor Perez ("Plaintiff^s") and Defendant Bright Star Schools ("Defendant") (Plaintiff^s and Defendant are collectively referred to as the "Parties") in the case entitled *Jamie Ramires v. Bright Star Schools*, Los Angeles County Superior Court, Case No. 23STCV15490 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"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.

"Class Period" means the period from July 5, 2019 through December 31, 2024.

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

"PAGA Employee(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 PAGA Period.

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

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

II. BACKGROUND OF THE ACTION

On July 5, 2023, Plaintiff Jamie Ramires ("Plaintiff Ramires") commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On October 15, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On February 11, 2025, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* ("~~Operative Complaint~~") in the Action. On October 10, 2025 Plaintiffs filed a Second Amended Complaint in the Action which served to add Plaintiff Victor Perez ("Plaintiff Perez") to the Action ("~~Operative Complaint~~").

Plaintiff^s contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff^s seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant adamantly denies all of the allegations in the Action or that it violated any law. The Court has made no

determinations regarding validity of Plaintiff's claims or Defendant's liability.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Actions, LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Jamie Ramires and Victor Perez as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Annabel Blanchard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$ 297,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each Plaintiff for ~~their~~ services in the Action (for a total of \$15,000); (3) the amount of Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$42,500.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 65% (\$27,526.00) ("LWDA Payment") and the remaining 35% (\$14,875.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on 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 ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated

Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator has divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From July 5, 2019, through December 31, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From October 15, 2023, through December 31, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Jamie Ramires v. Bright Star Schools*, Case No. 23STCV15490); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff~~s~~ 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.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff~~s~~, 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.

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

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

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

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$ 297,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff~~s~~, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiff~~s~~

Plaintiff~~s~~ will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payments”) ~~each (for a total of \$15,000)~~, in recognition of ~~their~~ services in connection with the Action. The Enhancement Payment~~s~~ will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, ~~it~~ will be paid to Plaintiff~~s~~ in addition to ~~their~~ Individual Settlement Payment and Individual PAGA Payment that ~~they~~ ~~she~~ ~~are~~ ~~is~~ entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Jamie Ramires v. Bright Star Schools*, Case No. 23STCV15490); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Jamie Ramires v. Bright Star Schools*,

Case No. 23STCV15490); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 9 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting **<https://www.lacourt.org/>**, selecting the **Online Services** drop down menu, clicking on **Case Access – Civil**, and entering case number **23STCV15490**.

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.