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Attorneys for Plaintiff Jamie Ramires

**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,

Plaintiffs,

vs.

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

Defendants.

Case No. 23STCV15490

Honorable Elaine Lu
Department 9

**DECLARATION OF JONATHAN M. GENISH
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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

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

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1 Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super
2 Lawyers has regularly honored me as a Southern California Rising Star since 2012.

3 5. In February 2018, I started the law firm of Blackstone Law, APC, representing
4 plaintiffs in individual and representative employment litigation. The firm has grown exponentially
5 over the past six-plus years, now maintaining twenty highly pedigreed attorneys working on almost
6 exclusively labor and employment class actions, California Labor Code Private Attorney General Act
7 of 2004 (“PAGA”) cases, and individual matters, with roughly 15% of the firm focused on other
8 complex general litigation matters.

9 6. I have considerable experience in handling class and representative action lawsuits
10 throughout my career and have been approved as counsel in a number of cases, including, most
11 recently:

- 12 • *Anthony DiRico v. Seek Capital, LLC*, Los Angeles County Superior Court, Case No.
13 BC698076, a wage and hour class action brought on behalf of a class of hourly-paid
14 employees working in the State of California.
- 15 • *Consumer Protection Group, LLC v. A. D. Sutton & Sons, Inc.*, Los Angeles County
16 Superior Court, Case No. 19STCV29979, a private attorney general action for penalties
17 pursuant to Health and Safety Code section 25249.7.
- 18 • *Consumer Protection Group, LLC v. Shaxon Industries, Inc., et al.*, Los Angeles County
19 Superior Court, Case No. 19STCV30306, a private attorney general action for penalties
20 pursuant to Health and Safety Code section 25249.7.
- 21 • *Consumer Protection Group, LLC v. Home Depot U.S.A., Inc.*, Los Angeles County
22 Superior Court, Case No. 19STCV30445, a private attorney general action for penalties
23 pursuant to Health and Safety Code section 25249.7.
- 24 • *Eric Savoy v. Collector’s Universe, Inc., et al.*, Central District Court of California, Case
25 No.: 8:20-cv-00632-DOC-ADS (recently remanded to Orange County Superior Court,
26 Case No. 30-2020-01130892-CU-RI-CXC), a consumer fraud class action.

27 7. Blackstone Law, APC has been counsel of record on several class action and PAGA
28 actions that have since been resolved, the most recent of which are as follows:

- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, preliminarily approved as class counsel, in association with other counsel, in settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.

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- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

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- 1 • *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case
2 No. MSC21-01812, approved as class counsel in final settlement of wage and hour class
3 and PAGA action.
- 4 • *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County
5 Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in
6 settlement of representative wage and hour action pursuant to PAGA.
- 7 • *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No.
8 34-2020-00290080, approved as class counsel in final settlement of wage and hour class
9 and PAGA action.
- 10 • *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case
11 No. 21STCV36654, approved as class counsel in final settlement of wage and hour class
12 and PAGA action.
- 13 • *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No.
14 21STCV33719, approved as counsel in settlement of representative wage and hour
15 action pursuant to PAGA.

16 8. I am currently the managing partner overseeing roughly 500 labor and employment
17 cases, approximately 80% of which include a wage and hour component. The majority of those cases
18 are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of
19 thousands of California employees.

20 **Procedural History of the Action**

21 9. On July 5, 2023, Plaintiff filed a Class Action Complaint for Damages in the action
22 entitled *Jamie Ramires v. Bright Star Schools*, Los Angeles County Superior Court Case No.
23 23STCV15490 (“Action”), thereby commencing a putative class action against Defendant.

24 10. On March 6, 2024, Plaintiff and Defendant (together, the “Parties”) participated in a
25 formal mediation conducted by Paul Grossman, Esq. (“Mediator”), a neutral and respected mediator
26 with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s
27 evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and
28 representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a

1 long form settlement agreement.

2 11. On October 15, 2024, Plaintiff provided written notice to the California Labor and
3 Workforce Development Agency (“LWDA”) by online submission and to Defendant Bright Star
4 Schools (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of
5 the specified provisions of the California Labor Code alleged to have been violated by Defendant
6 (“PAGA Letter”). A true and correct copy of the PAGA Letter is attached hereto as **Exhibit 1**.

7 12. On February 11, 2025, Plaintiff filed a First Amended Complaint (“Operative
8 Complaint”) in the Action. The Operative Complaint alleges ten (10) causes of action for violations
9 of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure
10 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
11 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
12 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure
13 to reimburse necessary business expenses, for violations of California Business & Professions Code
14 Section 17200, et seq. based on the aforementioned California Labor Code violations, and for civil
15 penalties under PAGA based on the aforementioned California Labor Code violations.

16 13. On March 28, 2025, the Parties executed the Joint Stipulation of Class Action and
17 PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the
18 Settlement Agreement is attached hereto as **Exhibit 2**.

19 **Summary of the Terms of the Settlement Agreement**

20 14. For purposes of settlement only, the Parties have agreed that the Class shall be defined
21 as “all current and former hourly-paid or non-exempt employees who worked for Defendant within
22 the State of California at any time during the Class Period” (“Class Members” or “Class”). The Class
23 Period is defined as the period from July 5, 2019 through December 31, 2024. Based on information
24 provided by Defendant, March 6, 2024, it is estimated that there are a total of Three Hundred Eighty-
25 Six (386) Class Members.

26 15. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
27 Complaint for a non-reversionary Gross Settlement Amount of Eight Hundred Fifty Thousand Dollars
28 and Zero Cents (\$850,000.00), exclusive of employer-side payroll taxes. The Gross Settlement

Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,500.00 if the Gross Settlement Amount is \$850,000.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00); (3) Settlement Administration Costs, not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00); (4) Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and (5) PAGA Amount in the amount of Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$42,500.00). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Four Hundred Fifty-Nine Thousand Five Hundred Dollars and Zero Cents (\$459,500.00). Additionally, 35% of the PAGA Amount (“PAGA Employee Amount”), which is \$14,875.00 out of \$42,500.00 will be fully distributed to 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 Employees”). The “PAGA Period” is defined as the period from October 15, 2023, through December 31, 2024.

16. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) on a *pro rata* basis 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 *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

17. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata* basis based on the number of pay periods each PAGA Employee was employed by Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“Pay Periods”). The *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

1 18. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
2 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will
3 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage
4 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The
5 Settlement Administrator will withhold the employee's share of taxes and withholdings with respect
6 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
7 Members for their net payment of their Individual Settlement Share ("Individual Settlement
8 Payment"). The employer's share of taxes and contributions in connection with the wages portion of
9 Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross
10 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
11 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

12 19. The Settlement Agreement is a non-reversionary and non claims-made settlement. The
13 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount
14 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement
15 Agreement. No money will revert to Defendant.

16 20. Each Individual Settlement Payment and Individual PAGA Payment check will be
17 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
18 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be
19 distributed by the Settlement Administrator to the State of California's Unclaimed Property Fund in
20 the name of the Settlement Class Member and/or PAGA Employee.

21 **The Settlement is Reasonable**

22 ***Informed Arms-Length Negotiations***

23 21. The Parties' settlement negotiations were at all times made at arm's-length and were
24 adversarial. The Settlement was reached following a full day of mediation with a highly respected
25 mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in
26 additional negotiations in order to finalize the long-form agreement presently before the Court.

27 22. The Parties engaged in extensive informal discovery prior to reaching a settlement.
28 Prior to mediation, Defendant produced a sampling of putative class members' timecards and paystubs

1 as well as Defendant's Bright Star Schools Handbook 2018-2023, containing Defendant's relevant
2 wage and hour policies, and class data including the total number of putative class members, their job
3 titles, start and end dates of employment, the number of current versus former employees, and the total
4 workweeks worked by the putative class members..

5 23. This allowed Class Counsel to conduct an informed assessment and analysis of the
6 strengths and weaknesses of the claims and the potential class-wide damages.

7 24. Based on the information exchanged, the Parties extensively briefed issues regarding
8 class certification and liability and provided their analyses to the Mediator who helped the Parties
9 debate the strengths and weakness of their respective positions.

10 ***Estimate of Potential Value of Claims***

11 25. My office analyzed all available data and estimated Defendant's maximum potential
12 exposure to be approximately \$9,610,698, assuming the litigation was successful at trial on all claims
13 at issue and every employee had a violation for each claim on every shift worked. This maximum
14 potential analysis was then reduced based on the challenges facing the likelihood of obtaining class
15 certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated
16 maximum liability for all claims at issue and the total aggregate workweeks during the relevant time
17 period, less interest, and based on the analysis of the data which was extrapolated out for all class
18 members across the entire putative class period, which included: \$934,157 for meal period violations
19 (the damages assuming a 100% violation is \$935,162, however, Defendant paid meal period premiums
20 and asserted that Class Members entered into valid meal period waivers and based thereon, the
21 damages are \$934,157); \$3,776,258 for rest period violations at a 100% violation rate; \$1,257,608 for
22 unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$1,691,575 for waiting
23 time penalties; \$704,750 for wage statement penalties; and \$529,750 for unreimbursed business
24 expenses. Plaintiff further estimated that Defendant faced an additional exposure of \$716,600 in
25 potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory
26 period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum potential
27 exposure totaled \$9,610,698 in damages.

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Specific Risks Considered

26. Although the investigation and information discovered supports Plaintiff's contentions, Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter the Settlement.

27. My colleagues and I were aware of Defendant's defenses and arguments and have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

28. Defendant denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the Action, and further denies that class certification is appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's claims. Defendant contended that Plaintiff's claims are not suitable for class certification because individual issues would predominate should this case go to trial. As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification.

29. For example, Plaintiff's meal period claims, which were based on Defendant's alleged failure to provide lawful meal periods, have been increasingly difficult to certify in recent years. Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had failed to implement its policies and that its practices failed to allow Class Members to take meal breaks in the manner required under California law. Defendant contended that its policies and practices at all times during the Class Period were lawful. Additionally, Defendant pointed to the fact that many of its employees had reviewed and accepted Defendant's meal period waiver, thereby reducing the alleged violation rate. Defendant further argued that the rate of purported meal period violations

1 reflected in the data would require individualized inquiry and that such inquiry would prohibit a class
2 from being certified. We also had to consider the risk that the Court would find validity in the
3 individualized proof defense to certification of Plaintiff's meal period claim.

4 30. Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest
5 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
6 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
7 required under California law. Additionally, this claim was even more uncertain given the difficulties
8 associated with proving the alleged rest period violations, as Defendant was not required to record
9 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
10 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
11 certainty, which made the estimated value of this claim subject to much challenge.

12 31. Plaintiff also faced challenges certifying and proving liability for her minimum wage
13 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
14 performed by the Class Members both before and after their shifts and during purported meal and rest
15 periods. However, the individualized nature of why this work was performed and the individualized
16 nature of damages presented substantial concerns regarding the manageability of the case and the risk
17 the Court could find these issues prevented certification, and the estimated damages for this claim
18 were based on an assumption that all Class Members worked off the clock for at least one hour per
19 week.

20 32. There are also substantial risks associated with Plaintiff's waiting time penalties and
21 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
22 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
23 certification was denied on those underlying claims, these derivative claims for penalties would also
24 likely fail. Further, even if Plaintiff prevailed on her underlying claims, she would still be required to
25 demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations.
26 Wage statement claims have also seen varying treatment at the appellate level because such claims
27 have an element of discretion attached to them rather than a pure calculation of damages after liability
28 is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendant's

1 estimated liability, were therefore uncertain.

2 33. My office also recognized that, even if Plaintiff prevailed at class certification, proving
3 the amount of wages due to each Class Member would be an expensive, time-consuming, and
4 extremely uncertain proposition. In order to prove liability and damages, my office will need to
5 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
6 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
7 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
8 current employer. On the other hand, Defendant would likely be able to obtain the cooperation of
9 their employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
10 would substantially delay any recovery by the Class.

11 34. Therefore, taking into account how each of the above risks potentially effected
12 Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the
13 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's
14 estimated liability based on the challenges facing his ability to succeed on class certification by 75%
15 to \$2,402,674.50. The merits-based risk factors further reduced Defendant's estimated liability by an
16 additional 65%. This resulted in an adjusted estimated liability of \$840,936.08. In light thereof, the
17 settlement amount of \$850,000.00 is a significant settlement.

18 35. My office also separately contemplated the risks of proceeding with the PAGA action
19 and potential liability Defendant could face from this claim as part of the global resolution. Existing
20 case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage
21 claims. We also anticipated that even if successful on the merits at trial, the imposition of cumulative
22 civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and
23 oppressive, or confiscatory, and that Defendant would argue that it made a good faith attempt to
24 comply with its legal obligations warranting a reduction in penalties. Class Counsel also anticipated
25 **Error! Reference source not found.** would argue that the violations per pay period were low,
26 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
27 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
28 enforcement of California's labor laws by financing state activities and educating and deterring non-

1 compliance.

2 36. Therefore, after considering this multitude of factors, we concluded that it was in the
3 best interest of the State of California and the PAGA Employees to enter into the Settlement, and to
4 allocate Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$42,500.00) of the Gross
5 Settlement Amount towards the PAGA claim, which represents approximately 5% of the Gross
6 Settlement Amount**Error! Reference source not found..** This percentage of the settlement is well-
7 within the range of wage and hour settlements regularly approved in both state and federal court for
8 cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the
9 gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22%
10 of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall
11 relief obtained by the Settlement is significant, not only from a monetary perspective, but also because
12 it fulfills the public policy objectives of PAGA—to promote enforcement of California’s labor laws,
13 provide funds to the state, and deter future non-compliance by the employer.

14 37. I therefore submit that the Settlement is fair, reasonable, and adequate. The Settlement
15 is in the best interest of the Class Members, the PAGA Employees, and the State of California and is
16 within the accepted range of recoveries for this type of litigation given the inherent risk of litigation,
17 the risk of obtaining and maintaining class certification, and the costs of further litigation.

18 ***Enhancement Payment***

19 38. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement
20 Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Jamie
21 Ramires. This Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent
22 on this case, and the benefit to the Class Members as a result of Plaintiff’s actions. Notice of the
23 requested Enhancement Payment is disclosed to the Class Members in the Class Notice.

24 ***Attorneys’ Fees and Costs***

25 39. The attorneys’ fees incurred by Class Counsel are in line with the common fund
26 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an
27 amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,500.00 if the
28 Gross Settlement Amount is \$850,000.00) and actual litigation costs and expenses in an amount not

1 to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), which will be paid out of the
2 Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks
3 and costs of litigation and will not receive any compensation until recovery is obtained.

4 40. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
5 into tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA
6 Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting
7 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares
8 favorably with other similar class action settlements of this type, given the strengths and weaknesses
9 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only
10 increased significantly had the case progress through certification, trial, and/or upon appeal.

11 41. Class Counsel has litigated this matter for over a year and was actively preparing this
12 matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of
13 the legal services provided, the time incurred in performing those services, and Class Counsel's hourly
14 rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class
15 Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the
16 Class Notice.

17 ***Notice to the Class***

18 42. The Parties have agreed to retain Apex Class Actions, LLC ("Apex" or "Settlement
19 Administrator") to handle the notice and settlement administration process. The Parties respectfully
20 request that the Court appoint Apex to handle these procedures and to serve as the Settlement
21 Administrator. Defendant will provide Apex with the Class List and Apex will calculate each Class
22 Member's estimated Individual Settlement Share and each PAGA Employee's estimated Individual
23 PAGA Payment. Apex will also receive and process Requests for Exclusion, Notices of Objection,
24 and Workweek Disputes; will provide necessary reports and declarations; will calculate, subtract, and
25 transmit necessary taxes and withholdings with respect to the wages portion of the Individual
26 Settlement Shares; will prepare and submit informational and other tax filings and documents; will
27 issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing
28 Individual Settlement Payment checks to the Settlement Class Members and Individual PAGA

1 Payment checks to the PAGA Employees; and perform any other usual and customary duties for
2 administering a class action settlement.

3 43. I am not aware of an alternative method of providing notice to the Class which would
4 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
5 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
6 method, skip tracing will be performed, if necessary.

7 ***Notice of Settlement to the LWDA***

8 44. In accordance with California Labor Code section 2699(1)(2) and concurrently with the
9 filing of this Motion, a copy of the proposed Settlement was submitted to the LWDA via online
10 submission through the LWDA's website.

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

13 Executed on April 1, 2025, at Beverly Hills, California

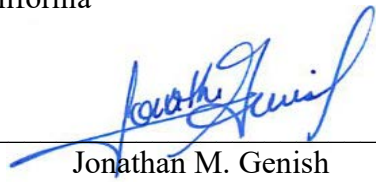
14
15 
16 Jonathan M. Genish

EXHIBIT 1

October 15, 2024

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 v. Bright Star Schools, Inc.*

To Whom It May Concern:

This office represents Jamie Ramires (“Claimant”) with respect to her claims under the California Labor Code against Bright Star Schools, Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Jamie Ramires from approximately June 2018 to August 2019 as a non-exempt, hourly-paid employee. Employers have specifically agreed to waive the requirement of Labor Code 2699(c)(1) that an employee must have experienced a violation within the year preceding the filing of their notice. 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.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of herself 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 (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s 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 Claimant’s 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 Claimant 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 Claimant 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 Claimant 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 Claimant 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 Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant 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 Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant 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 Claimant 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.

Claimant 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 Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant 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, Claimant 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 Claimant 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 Claimant 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 Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant 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 Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant 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.

Claimant 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.

Claimant 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 Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant 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, Claimant 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, Claimant 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 Claimant 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 Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant 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 Claimant and

other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant 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.

Claimant 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.

Claimant 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 Claimant 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).

Claimant 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 Claimant 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).

Claimant 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 Claimant 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).

Claimant 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; 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, Claimant 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. Claimant 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 Claimant 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 Claimant 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 Claimant 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.

Claimant 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 Claimant 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, Claimant has 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, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, 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. Claimant hereby provides 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 Claimant 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 Claimant's 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
Agent for Service, Sunil Kewalramani
600 S Lafayette Park Place Suite 302
Los Angeles, CA 90057

Bright Star Schools
5101 Santa Monica Blvd Ste 8 Pmb 93
Los Angeles, CA 90029

EXHIBIT 2

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

Los Angeles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's 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, postmarked on or before the Response Deadline.

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

x. "PAGA Employees" 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 **CLASS CERTIFICATION**

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

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

17 **TERMS OF THE AGREEMENT**

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

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

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

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

17 13. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
18 Forty-Two Thousand Five Hundred Dollars (\$42,500) shall be allocated from the Gross Settlement
19 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
20 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$27,526, will be paid to
21 the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$14,875, will be distributed
22 to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total
23 number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual
24 PAGA Payments).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. 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.

33. 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. Plaintiff 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, Plaintiff 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 Payment to Plaintiff;

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.

34. 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

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

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

7 35. Distribution of the Gross Settlement Amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 To Plaintiffs and Class Counsel:

20 Jonathan M. Genish

21 jgenish@blackstonepc.com

22 Barbara DuVan-Clarke

23 BDC@blackstonepc.com

24 Danielle GruppChang

25 dgruppchang@blackstonepc.com

26 P.J. Van Ert

27 pjvanert@blackstonepc.com

28 Annabel Blanchard

ablanchard@blackstonepc.com

BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

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

To Defendant:

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

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

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

IT IS SO AGREED.

PLAINTIFF JAMIE RAMIRES

Dated: 03/14/2025

Jamie Ramires

Jamie Ramires

DEFENDANT BRIGHT STAR SCHOOLS

Dated: _____

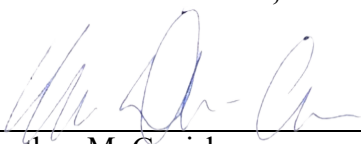
Full Name: _____

Title: _____
On behalf of Bright Star Schools

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 03/14/2025


Jonathan M. Genish
Barbara DuVan-Clarke

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

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

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

IT IS SO AGREED.

PLAINTIFF JAMIE RAMIRES

Dated: _____

Jamie Ramires

DEFENDANT BRIGHT STAR SCHOOLS

Dated: March 28, 2025

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

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke

*Attorneys for Plaintiff Jamie Ramires
and Proposed Class Counsel*

LIGHTGABLER LLP



Brier Setlur

Attorneys for Defendant Bright Star Schools

Dated: March 28, 2025