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JAMIE RAMIRES and VICTOR PEREZ

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

JAMIE RAMIRES and VICTOR PEREZ,
individually and on behalf of others similarly
situated,

Plaintiffs,

vs.

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

Defendant.

Case No. 23STCV15490

Honorable Elaine Lu
Department 9

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: June 9, 2026
Time: 10:00 a.m.
Dept: 9

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

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1 7. On April 1, 2025, Plaintiff Ramires filed her Motion for Preliminary Approval of Class
2 Action and PAGA Settlement (“MPA”), which was set for a hearing on June 10, 2025. On June 10,
3 2025, the Court issued a Tentative Ruling wherein the Court requested additional documents and
4 information related to the MPA and the settlement agreement, and continued the hearing on Plaintiff’s
5 MPA to August 7, 2025.

6 8. Subsequently, on July 22, 2025, and again on August 19, 2025, the Parties stipulated
7 to continue the deadline for Plaintiff to file supplemental briefing in support of her MPA, and the
8 hearing on Plaintiff’s MPA was ultimately continued to November 25, 2025.

9 9. In order to address the Court’s inquiry regarding PAGA standing, on September 9,
10 2025, Plaintiffs Jamie Ramires and Victor Perez submitted an Amended PAGA Letter to the LWDA
11 via online submission and served the Amended PAGA Letter on Defendant via certified U.S. Mail.

12 10. On October 10, 2025, Plaintiffs filed a Second Amended Class Action Complaint for
13 Damages and Enforcement Action Under the Private Attorneys General Act California Labor Code
14 §§ 2698, *et seq.* (“Operative Complaint”), adding Victor Perez as a class and PAGA representative in
15 the Action. The Operative Complaint alleges ten (10) causes of action for violations of the California
16 Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide
17 compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest
18 periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure
19 to provide accurate wage statements, failure to timely pay wages upon termination, and failure to
20 reimburse necessary business expenses, for violations of California Business & Professions Code
21 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
22 penalties under PAGA based on the aforementioned California Labor Code violations.

23 11. On October 14, 2025, Plaintiffs filed a Supplemental Declaration of Annabel Blanchard
24 in Support of Plaintiffs’ Motion for Preliminary Approval, attaching an Amended Settlement
25 Agreement, executed on October 13, 2025, which addressed the Court’s inquiries raised in the June
26 10, 2025 Tentative Ruling and Minute Order.

27 12. On November 20, 2025, the Court issued a minute order continuing the hearing on the
28 MPA to December 3, 2025, and requesting Plaintiffs to file a declaration of Plaintiff Victor Perez. On

November 25, 2025, Plaintiffs filed the Declaration of Plaintiff Victor Perez in Support of Motion for Approval of Class Action and PAGA Settlement.

13. On December 3, 2025, the Court posted its Tentative Ruling conditionally granting Plaintiffs' Motion, yet noting certain errors in the settlement agreement requiring correction. The Court incorporated the Tentative Ruling into its December 3, 2025, Minute Order.

14. On December 31, 2025, Plaintiffs filed a Second Supplemental Declaration of Annabel Blanchard attaching a further revised, Second Amended Settlement Agreement to address the Court's comments. The Joint Stipulation of Class Action and PAGA Settlement, executed on December 30, 2025 ("Settlement Agreement" or "Settlement"), is attached hereto as **Exhibit 1**.

15. On February 2, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and the proposed administration procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit 2**.

Summary of the Terms of the Settlement Agreement

16. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: "all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period" ("Class" or "Class Members"). The "Class Period" is defined as the period from July 5, 2019, through December 31, 2024. The "Settlement Class Members" consist of all Class Members who did not submit a timely and valid Request for Exclusion. The "PAGA Employees" consist of "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." The "PAGA Period" is defined as the period from October 15, 2023, through December 31, 2024.

17. Based on the data provided by Defendant following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 441 Settlement Class Members who worked 42,786 weeks for Defendant during the Class Period ("Workweeks") and 259 PAGA Employees who worked 6,167 pay periods for Defendant during the PAGA Period ("Pay

Periods”).

18. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Eight Hundred Fifty Thousand Dollars (\$850,000), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Two Hundred Ninety-Seven Thousand Five Hundred Dollars (\$297,500); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Twenty-Nine Thousand Five Hundred Twenty-Nine Dollars and Thirty-One Cents (\$29,529.31); (3) Settlement Administration Costs in an of Eight Thousand Dollars (\$8,000); (4) Enhancement Payments in the amount of Seven Thousand Five Hundred Dollars (\$7,500) *each* to Plaintiffs Jamie Ramires and Victor Perez, for a total of Fifteen Thousand Dollars (\$15,000); and (5) PAGA Amount of Forty-Two Thousand Five Hundred Dollars (\$42,500). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Four Hundred Fifty-Seven Thousand Four Hundred Seventy Dollars and Sixty-Nine Cents (\$457,470.69).

19. The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (35%) of the PAGA Amount (“Individual PAGA Payment”). Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks worked during the Class Period. Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of the PAGA Employees’ 35% share of PAGA Amount (\$14,875.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period and multiplying the result by each PAGA Employee’s Pay Periods worked during the PAGA Period.

20. I am aware from my review of the information provided by the Settlement Administrator that the estimated average gross Individual Settlement Share is \$1,024.94, the estimated

highest gross Individual Settlement Share is \$3,031.93, and the estimated lowest gross Individual Settlement Share is \$10.56, the estimated average Individual PAGA Payment is \$57.43, the estimated highest Individual PAGA Payment is \$77.19, and the estimated lowest Individual PAGA Payment is \$2.41.

21. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages (“Wage Portion”) will be reported on an IRS Form W-2 and the portions allocated to interest and penalties (together, “Non-Wage Portion”) will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the Wage Portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share. Defendant will separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

22. 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.

Notice to the LWDA

23. On December 31, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). The LWDA has not objected or otherwise responded to the submission.

The Settlement Is Fair and Reasonable

Discovery and Informed Arms-Length Negotiations

24. The Parties’ settlement negotiations were at all times made at arm’s-length and were adversarial. The Settlement was reached following a full day of mediation with a highly respected

mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

25. The Parties engaged in extensive informal discovery prior to reaching a settlement at the mediation. Prior to mediation, Defendant produced its relevant wage and hour policies, its employee handbook, and information regarding the total number of putative class members, the total number of former employees, the total workweeks worked by the putative class members, the dates of employment of the putative class members, and the average rate of pay for the putative class members. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

26. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weaknesses of their respective positions. At all times, Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable and experienced counsel. Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced in handling complex wage and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

27. Although the investigation and information discovered supports Plaintiffs' 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 negotiation and the decision to enter the Settlement.

28. Class Counsel is 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. Plaintiffs further recognize 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. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations

1 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

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

10 30. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
11 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
12 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
13 to request and analyze thousands of pages of documents, obtain the Class Members' contact
14 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
15 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
16 against a current employer. On the other hand, Defendant would likely be able to obtain the
17 cooperation of its employees. Moreover, even if Plaintiffs prevailed at class certification and trial,
18 possible appeals would substantially delay any recovery by the Class.

19 31. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
20 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
21 California, and is within the accepted range of recoveries for this type of litigation given the inherent
22 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
23 litigation.

24 ***Attorneys' Fees and Costs***

25 32. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
26 \$297,500) for fees for the time spent litigating this matter and reimbursement of actual costs and
27 expenses totaling Twenty-Nine Thousand Five Hundred Twenty-Nine Dollars and Thirty-One Cents
28 (\$29,529.31). The requested fees and costs are fair compensation for undertaking complex, risky,

expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

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

34. In the present case, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for the Class, the State of California, and the PAGA Employees. Considering the amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling similar matters, Plaintiffs maintain that the requested attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,500) are reasonable and should be awarded.

35. Blackstone was started in February 2018, representing plaintiffs in individual and representative employment litigation. The firm has grown exponentially over the past eight-plus years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused on other complex general litigation matters. Blackstone has been counsel of record on several class

1 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
2 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
3 matters as follows:

4 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
5 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
6 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
7 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
8 associate and remained employed there from September 2008 through August 2015. During his
9 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
10 employment, corporate, entertainment, and general business litigation matters, though his primary area
11 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
12 those cases, he was the only or primary attorney managing the case and thus obtained extensive
13 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
14 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
15 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
16 motions and pleadings, including dispositive and certification motions; strategized on all cases;
17 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
18 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
19 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
20 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
21 the cases he managed were highly publicized, with articles written about them in the Los Angeles
22 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
23 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
24 which is well within the prevailing rate for attorneys with his experience in this area of practice in
25 Southern California.

26 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
27 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
28 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and

1 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
2 California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve
3 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
4 California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of
5 \$1,050 is reasonable based on her education and experience and is in line with the market rate.

6 c. Alexander Spellman is a Senior Associate Attorney who worked on this matter when
7 he worked at Blackstone. He graduated from University of California at Los Angeles in 2001, with a
8 Bachelor of Arts degree in American Literature and Culture. He then obtained his Juris Doctorate from
9 Loyola Law School, graduating in 2006, and was admitted to the California State Bar in July 2007.
10 He practiced exclusively plaintiff's side labor and employment from 2016 through 2024. His hourly
11 rate of \$950 is reasonable based on his education and experience and is in line with the market rate.

12 d. Danielle L. GruppChang is a senior associate attorney. She graduated from California
13 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
14 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
15 California Law San Francisco (formerly known as University of California Hastings College of the
16 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
17 practiced exclusively plaintiff's side labor and employment class and representative action law from
18 2017 through the present. Her hourly rate of \$825 is reasonable based on her education and experience
19 and is in line with the market rate.

20 e. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
21 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
22 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
23 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
24 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
25 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her
26 hourly rate of \$750 is reasonable based on her education and experience and is in line with the market
27 rate.

28 f. I joined Blackstone Law, APC, in January 2024, after having worked for two years at

1 another highly reputable employment law firm. Prior to working in employment law, I worked for
2 over 14 years as a trusts and estates attorney, focused on special needs planning. During that time, I
3 also worked as Court Appointed Counsel for the Los Angeles Superior Court, representing proposed
4 conservatees. I graduated from University of California at Berkeley with a Bachelor of Arts degree in
5 2001, and from Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted
6 to the State Bar of California in December of 2008. I have worked on many wage and hour class action
7 and PAGA representative matters, and my work has included, inter alia, researching and drafting
8 pleadings, drafting, negotiating, and finalizing settlement agreements, engaging in motion practice,
9 and claims evaluation and analysis. My hourly rate of \$750 is reasonable based on my education and
10 experience and is in line with the market rate.

11 36. Class Counsel has spent approximately 320.5 total hours litigating this matter. To date,
12 our total fees incurred amount to \$300,657.00. Each attorney who worked on this matter engaged in
13 a multitude of tasks, including communicating with the clients and defense counsel; investigating the
14 facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint
15 statements; reviewing documents; preparing for and attending mediation; and facilitating the
16 settlement by drafting the settlement documents and motion papers for obtaining settlement approval.
17 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant
18 community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter,
19 few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation,
20 and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the
21 percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par
22 with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no
23 customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the
24 nature of class action work should be strongly considered by the Court. Wage and hour work presents
25 a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind
26 of class action work requires specialized learning and the willingness to take large risks. A summary
27 of Class Counsel's lodestar for each attorney who worked on this case is as follows:

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<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	36.6	\$1,295	\$47,397.00
Barbara DuVan-Clarke	Senior Trial Attorney and Team Lead	96.7	\$1,050	\$101,535.00
Alexander K. Spellman	Senior Associate	31.2	\$950	\$29,640.00
Danielle L. GruppChang	Senior Associate	67.8	\$825	\$55,935.00
P.J. Van Ert	Associate Attorney	39.4	\$750	\$29,550.00
Annabel Blanchard	Associate Attorney	48.8	\$750	\$36,600.00

37. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our clients, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$308,157.00.

38. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Class Counsel seeks reimbursement of a total of Twenty-Nine Thousand Five Hundred Twenty-Nine Dollars and Thirty-One Cents (\$29,529.31) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

39. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

Enhancement Payment

40. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement Payments in the amount of Seven Thousand Five Hundred Dollars (\$7,500) each to Plaintiffs Jamie Ramires and Victor Perez, for a total of Fifteen Thousand Dollars (\$15,000). The requested

Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the other Class Members as a result of Plaintiffs' actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declarations of Plaintiffs Jamie Ramires and Victor Perez submitted herewith detail their work and efforts in bringing and litigating this matter through resolution and supporting the requested Enhancement Payments. The requested Enhancement Payments were also disclosed in the Class Notice provided to the Class Members.

Settlement Administration Costs

41. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, Settlement Administration Costs not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00). Apex Class Actions, LLC, the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement will not exceed Eight Thousand Dollars and Zero Cents (\$8,000.00).

Allocation to the LWDA

42. As part of the Settlement, Defendant has agreed to pay Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$42,500) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Twenty-Seven Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$27,625) (65% of the PAGA Amount) will be paid to the LWDA for education and enforcement purposes.

43. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA

penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

44. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payments to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 6, 2026, at Los Angeles, California.

A. Blanchard

Annabel Blanchard

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

8 **DEFINITIONS**

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

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

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

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

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

28 e. “Class Notice” means the Notice of Class Action Settlement, substantially in

the form attached hereto as “**Exhibit A**.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLASS CERTIFICATION

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

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

TERMS OF THE AGREEMENT

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

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

both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Certification of the Settlement Class;

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

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

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

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

35. Funding of the Gross Settlement Amount.

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

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

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

36. Distribution of the Gross Settlement Amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
28 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
proceedings necessary to implement and complete this Settlement Agreement, pending the Final

1 Approval Hearing to be conducted by the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 To Plaintiffs and Class Counsel:

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

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

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

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

IT IS SO AGREED.

PLAINTIFF JAMIE RAMIRES

Dated: 10/13/2025

Jamie Ramires
Jamie Ramires

PLAINTIFF VICTOR PEREZ

Dated: _____

Victor Perez

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

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

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

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

23 **IT IS SO AGREED.**

24 **PLAINTIFF JAMIE RAMIRES**

25 Dated: _____

26 _____
27 Jamie Ramires

28 **PLAINTIFF VICTOR PEREZ**

Dated: 10/13/2025



Victor Perez

DEFENDANT BRIGHT STAR SCHOOLS

Dated: 10/10/2025



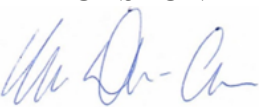
Full Name: Elijah Sugay

Title: CFO
On behalf of Bright Star Schools

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 10/13/2025



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

LIGHTGABLER

Dated: October 13, 2025



Brier Setlur
Attorneys for Defendant Bright Star Schools

EXHIBIT 2

02/02/2026

Preliminary Approval of Class Action Settlement

Department SSC-9

Hon. Elaine Lu

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lindsey Deputy

Jamie Ramires v. Bright Star Schools

Case No.: 23STCV15490

Hearing: January 7, 2026 Non-Appearance Case Review following November 25, 2025 hearing
(continued from June 10, 2025)

RULING

The Parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **\$850,000**, non-reversionary. (¶9.p)
- The Parties will request the Court to approve and award the following deductions to be made from the GSA:
 - Up to **\$297,500** (35%) for attorney fees (¶12);
 - Up to **\$35,000** for litigation costs (*ibid.*);
 - Up to **\$15,000 (\$7,500 x 2)** for a Service Payment to the Named Plaintiff (¶13);
 - Up to **\$8,000** for settlement administration costs (¶15); and
 - **\$42,500** PAGA penalty (\$27,625 or 65% to the LWDA; and \$14,875 or 35% to the Aggrieved Employees). (¶14)
- Defendants will pay their share of taxes separate from the GSA. (¶9.p)
- Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **05/06/2026** and will be heard on **06/09/2026** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review is set for 5/13/2026, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

BACKGROUND

This is a wage and hour class action. Defendant is a charter school organization that operates nine schools across Los Angeles. Plaintiff was employed by Defendant as an hourly-paid, non-exempt ELD instructional assistant from approximately July 2018 to approximately August 2019.

On July 5, 2023, Plaintiff filed a Class Action Complaint for Damages against Defendant. On February 11, 2025, Plaintiff filed a First Amended Complaint ("Operative Complaint") in the Action. The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

On October 15, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant Bright Star Schools ("Defendant") by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant.

On March 6, 2024, Plaintiff and Defendant participated in a formal mediation conducted by Paul Grossman, Esq., which resulted in this settlement. A fully executed copy of the resulting Settlement Agreement was filed with the Court on April 1, 2025, attached to the Declaration of Jonathan M. Genish ("Genish Decl."), as Exhibit 2.

On June 10, 2025, the Court continued Preliminary Approval for Counsel to address deficiencies in the settlement. The Court granted stipulations from the parties on July 22, 2025 and August 19, 2025 to further continue the date of the preliminary approval hearing.

At the June 10, 2025 hearing on Plaintiff's Motion, the Court raised the issue of whether Plaintiff had standing under Labor Code Section 2699 to assert PAGA claims as she had not been employed during the applicable statute of limitations.

As a result, on September 9, 2025 Plaintiff and prospective plaintiff Victor Perez filed an amended PAGA Claim Notice via the Labor & Workforce Development Agency's ("LWDA") online electronic submission webpage. On October 10, 2025, with leave of Court and pursuant to stipulation, Plaintiff filed a Second Amended Complaint to add prospective plaintiff Victor Perez, who was employed by Defendants within the applicable statute of limitations, as both a

class and PAGA representative in the Action. Plaintiff Perez is a current employee of Defendant, and therefore falls within the applicable statute of limitations under Labor Code 2699 to serve as a PAGA representative.

On October 14, 2025, Counsel filed a fully executed Amended Settlement Agreement, attached as Exhibit 2 to the Supplemental Declaration of Annabel Blanchard (Blanchard Supp. Decl.).

At the initial hearing on December 3, 2025, the Court conditionally granted Plaintiff's motion for preliminary approval of class action settlement contingent on the parties addressing several items. In response, On December 31, 2025, plaintiffs filed the second supplemental declaration of Annabel Blanchard attaching a further revised and Amended Settlement Agreement. All references below are to the Amended Settlement Agreement filed on December 31, 2025.

Now before the Court is Plaintiff's Motion for Preliminary Approval of the Settlement Agreement.

SETTLEMENT CLASS DEFINITION

- "Class" or "Class Member(s)" means all current and former hourly-paid or nonexempt employees who worked for Defendant within the State of California at any time during the Class Period. (¶9.b)
 - "Class Period" means the period from July 5, 2019 through December 31, 2024. (¶9.f)
- "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. (¶9.x)
 - "PAGA Period" means the period from October 15, 2023, through December 31, 2024. (¶9.z)
- The parties stipulate to class certification for settlement purposes only. (¶10.)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **\$850,000**, non-reversionary. (¶9.p)
 - Escalator Clause. Defendant has represented that the Class Members worked a total of 34,821 Workweeks during the period from July 5, 2019 to March 5, 2024. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the above period actually exceeds 34,281 by more than 10%, then the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 10% threshold. (¶16)
- The Net Settlement Amount ("Net") (**\$466,974**) is the GSA minus the following:
 - Up to **\$297,500** (35%) for attorney fees (¶12);
 - Up to **\$35,000** for litigation costs (*ibid.*);
 - Up to **\$15,000 (\$7,500 x 2)** for a Service Payment to the Named Plaintiff (¶13);
 - Up to **\$8,000** for settlement administration costs (¶15); and
 - Payment of **\$27,526** (65% of \$42,500 PAGA penalty) to the LWDA. (¶14)

- Defendants will pay their share of taxes separate from the GSA. (¶19.p)
- Funding of Settlement: **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”). (¶135.a) **Second Installment:** No later than one (1) year after the First Installment, Defendant will deposit the remaining forty percent (40%) of the Gross Settlement Amount into the above-mentioned QSF. (¶135.b)
 - Defendant filed a declaration to address its need for a payment plan. (See Decl. of Elijah Sugay, *passim*.)
 - **Source of Funds.** Defendant has represented that each of the nine (9) schools it operates has its own general fund out of which it pays teachers, employees, and related educational and operational expenses. Each of Defendant’s nine (9) schools is responsible for the payment of any settlement as to the employees of that school. This Settlement will be paid out of the nine (9) general funds. If this representation by Defendant is materially false, Plaintiff may cancel and rescind this Settlement Agreement. (¶137)
- Distribution. Within five (5) business days of the funding of the First Installment, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities. (¶136.a)
 - Second Distribution. Within five (5) business days of the funding of the Second Installment, the Settlement Administrator will issue the Enhancement Payment to Plaintiff, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Attorneys’ Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. (¶136.b)
- No claim form is required. (¶138)
- Individual Settlement Payment Calculation: After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to each Settlement Class Member’s final Individual Settlement Share. (¶17.b)
 - Tax Allocation: 20% as wages and 80% as interest and penalties. (¶19)
- PAGA Payments: Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment. (¶18)
 - Tax Allocation: 100% IRS Form 1099. (¶19)
- “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. (¶19.ii)

- Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. (¶132)
- Uncashed Settlement Checks: 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. (¶138)
- The settlement administrator will be Apex Class Actions, LLC. (¶19.jj)
- Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶142)
- The proposed settlement was submitted to the LWDA on October 13, 2025. (Blanchard Supp. Decl., Ex. 4.)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On March 6, 2024, Plaintiff and Defendant participated in a formal mediation conducted by Paul Grossman, Esq., which resulted in this settlement. (Genish Decl., ¶10.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that prior to the mediation, Defendant produced a sampling of putative class members' timecards and paystubs as well as Defendant's Bright Star Schools Handbook 2018-2023, containing Defendant's relevant wage and hour policies, and class data including the total number of putative class members, their job titles, start and end dates of employment, the number of current versus former employees, and the total workweeks worked by the putative class members. (*Id.* at ¶122.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel represents that they are experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶¶12-8.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The

Rutter Group 2014) ¶ 14:139.18, [“Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.”].)

CONCLUSION: The settlement is entitled to a presumption of fairness.

B. Is the settlement fair, adequate, and reasonable?

1. **Strength of Plaintiff’s case.** “The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided detailed analysis, summarized below, of the estimated values of the claims asserted:

Violation	Maximum Exposure
Meal Break Violations	\$934,157.00
Rest Break Violations	\$3,776,258.00
Unpaid Off the Clock Work	\$1,257,608.00
Waiting Time Penalties	\$1,691,575.00
Wage Statement Violations	\$704,750.00
Business Expense Reimbursement	\$529,750.00
PAGA	\$716,600.00
TOTAL	\$9,610,698.00

(Genish Decl. ¶¶ 25-37.)

2. **Risk, expense, complexity and likely duration of further litigation.** Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. **Risk of maintaining class action status through trial.** Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 [“Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.”].)

4. **Amount offered in settlement.** Plaintiff’s counsel obtained a \$850,000 non-reversionary settlement. The \$850,000 settlement amount constitutes approximately 8.84% of Defendant’s maximum exposure. Given the uncertain outcomes, the settlement appears to be within the “ballpark of reasonableness.”

The \$850,000 settlement amount, if reduced by the requested deductions, will leave \$466,974 to be divided among approximately 386 class members. The resulting payments will average \$1,209.78 per class member. [$\$466,974 / 386 = \$1,209.78$].

5. **Extent of discovery completed and stage of the proceedings.** As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. **Experience and views of counsel.** The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.
8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the final fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."

C. Scope of the release

Class Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. (¶139)

- "Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, et seq. (¶19.ee)
- PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. (¶140)
- "Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 et seq., including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders. (¶19.ff)

- PAGA Standing. The Parties have specifically agreed to waive the requirement of Labor Code 2699(c)(1) that an employee must have experienced a violation within the year preceding the filing of the PAGA Letter providing notice to the LWDA. (§41)
- “Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (§9.gg)
- Named Plaintiffs will also provide a general release and CC § 1542 waiver. (§42)

D. May conditional class certification be granted?

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19.) Finally, the Court is under no “ironclad requirement” to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240.)

2. Analysis

a. Numerosity. There are approximately 386 class members. (MPA at 14:17-18.) This element is met.

b. Ascertainability. A class is ascertainable, as would support certification under statute governing class actions generally, when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 961.) The proposed class is defined above. The class members are ascertainable from Defendant’s employment records. (MPA at 14:21-24.)

c. Community of interest. “The community of interest requirement involves three factors: ‘(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.’” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

Here, regarding commonality, Plaintiff contends that common questions of law and fact, because Plaintiff alleges that Defendant denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and overtime wages, and other related claims. Plaintiff alleges that Defendant’s policies and practices were uniform as to all Class Members. (MPA at 15:10-14.)

As to typicality, Plaintiff alleges that her claims are similar to that of the other Class Members and that Plaintiff’s claims arise out of the same alleged course of conduct giving rise to the claims of the other Class Members (*Id.* at 15:22-24.)

As to adequacy, Plaintiffs represents that they were informed of the risks of serving as class representative, participated in the litigation, and do not have conflicts of interest with

the class. (*Id.* at 15:2-6; Declaration of Jamie Ramirez, *passim*; Declaration of Plaintiff Victor Perez, *passim*.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class is conditionally certified because the prerequisites of class certification have been satisfied.

E. Is the notice proper?

a. Content of class notice. The proposed notice is attached to the Proposed Order. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; attorney fees and costs; enhancement awards; the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

b. Method of class notice. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. (¶26) Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached as Exhibit A to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. (¶27.a) Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days. (¶17.b)

c. Cost of class notice. As indicated above, settlement administration costs are estimated to be **\$8,000**. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney fees and costs

California Rule of Court, rule 3.769(b) states: “Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action.”

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, “the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable.” (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **\$297,500** (35%) in attorney fees and up to **\$35,000** in costs will be addressed at the final fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method, and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought by detailing how they were incurred.

G. Incentive Award to Class Representative

The named Plaintiffs will request a service award of **\$15,000 (\$7,500 x 2)**. (¶13) In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why he should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he “should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than pro forma claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit’” (*Id.* at 806-807, italics and ellipsis in original.)

The Court will decide the issue of the enhancement award at the time of final approval.

CONCLUSION AND ORDER

The Parties’ Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount (“GSA”) is **\$850,000**, non-reversionary. (¶9.p)
- The Parties will request the Court to approve and award the following deductions to be made from the GSA:

- Up to **\$297,500** (35%) for attorney fees (¶12);
 - Up to **\$35,000** for litigation costs (*Ibid.*);
 - Up to **\$15,000 (\$7,500 x 2)** for a Service Payment to the Named Plaintiff (¶13);
 - Up to **\$8,000** for settlement administration costs (¶15); and
 - **\$42,500** PAGA penalty (\$27,625 or 65% to the LWDA; and \$14,875 or 35% to the Aggrieved Employees). (¶14)
- Defendants will pay their share of taxes separate from the GSA. (¶9.p)
 - Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **05/06/2026** and will be heard on **06/09/2026** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review is set for **5/13/2026**, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

The Judicial Assistant is to give electronic notice to all parties.

IT IS SO ORDERED.

DATED: February 2, 2026




 Elaine Lu
 Judge of the Superior Court
 Elaine Lu / Judge

EXHIBIT 3

- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative

wage and hour action pursuant to PAGA.

- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final

settlement of wage and hour class and PAGA action.

- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of

representative wage and hour action pursuant to PAGA.

- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA

- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, 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, approved as class counsel, in association with other counsel, in final 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, 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.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *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.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *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.
- *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.

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

EXHIBIT 4

Matter: **Ramires v. Bright Star Schools**

Date	Type of Expense	Description of Expense	Amount
1/17/2023	Mailing	Mailing Cost: Records Request to Bright Stars Schools Attn Sunil Kewalramani	\$7.82
1/17/2023	Mailing	Mailing Cost: Records Request to Bright Stars Schools	\$7.82
7/31/2023	Filing	First Legal: Summons and Complaint Packet	\$1,532.35
8/25/2023	Filing	Steno: Proof of Service	\$59.95
8/31/2023	Filing	First Legal: Personal Service to Bright Star Schools	\$171.27
9/13/2023	Filing	Steno: Joint Initial Status Conference	\$59.95
12/11/2023	Other	Payment to CaseAnywhere	\$147.00
1/31/2024	Mediation	Check to Paul Hastings LLP	\$16,500.00
1/31/2024	Mailing	Mailing Cost to Paul Hastings LLP	\$5.04
2/15/2024	Other	Case Investigation Costs	\$268.00
3/13/2024	Filing	Payment to CaseAnywhere	\$147.00
3/15/2024	Mediation	Check to Berger Consulting Group	\$7,760.00
3/15/2024	Mailing	Mailing Cost to Berger Consulting Group	\$0.64
6/12/2024	Other	Payment to CaseAnywhere	\$147.00
9/12/2024	Other	Payment to CaseAnywhere	\$147.00
9/25/2024	Filing	Steno: Joint Notice of Settlement	\$99.95
9/27/2024	Filing	Steno: Notice of Minute Order	\$99.95
10/15/2024	Filing	LWDA PAGA Submission	\$75.00
10/16/2024	Mailing	Mailing Cost: PAGA Letter to Bright Star Schools - Certified Mail	\$9.92
10/16/2024	Mailing	Mailing Cost: PAGA Letter to Bright Star Schools Agent - Certified Mail	\$9.92
10/16/2024	Mailing	Mailing Cost: PAGA Letter to Bright Star Schools - Regular Mail	\$0.97
10/16/2024	Mailing	Mailing Cost: PAGA Letter to Bright Star Schools Agent - Regular Mail	\$0.97
12/11/2024	Other	Payment to CaseAnywhere	\$159.00
1/16/2025	Filing	Steno - Plaintiff's Notice of Case Reassignment	\$59.95
1/22/2025	Filing	Steno - Joint Stipulation for Leave; POS	\$86.95
2/13/2025	Filing	Steno - First Amended Complaint	\$59.95
3/5/2025	Other	Payment to CaseAnywhere	\$171.00
3/17/2025	Filing	Steno - Joint Stipulation and Order to Continue	\$59.95
3/20/2025	Filing	Steno - Joint Stipulation and Order to Continue; POS	\$175.00
4/4/2025	Other	Payment to CaseAnywhere	\$61.00
5/2/2025	Other	Payment to CaseAnywhere	\$91.00
6/2/2025	Other	Payment to CaseAnywhere	\$49.00
7/1/2025	Other	Payment to CaseAnywhere	\$55.00
7/1/2025	Filing	Steno - Notice of Ruling	\$59.95
7/23/2025	Other	Payment to CaseAnywhere	\$55.00
8/23/2025	Other	Payment to CaseAnywhere	\$49.00
9/9/2025	Mailing	Mailing Cost: Amended PAGA Letter to Bright Star Schools - Certified Mail	\$10.44
9/20/2025	Other	Payment to CaseAnywhere	\$49.00
10/9/2025	Filing	Steno - Joint Stipulation and Order	\$86.95
10/13/2025	Filing	Steno - Second Amended Class Action Complaint	\$59.95
10/15/2025	Filing	Steno - [Revised Proposed] Order; Supplemental Declaration; Proof of Service	\$59.95
10/24/2025	Other	Payment to CaseAnywhere	\$79.00
11/27/2025	Filing	Steno - Declaration of Plaintiff Victor Perez	\$59.95
11/30/2025	Other	Payment to CaseAnywhere	\$79.00
12/1/2025	Other	Payment to CaseAnywhere	\$55.00
1/27/2026	Other	Payment to CaseAnywhere	\$67.00
2/27/2026	Other	Payment to CaseAnywhere	\$49.00
3/2/2026	Filing	Steno - Notice of Entry of Judgment or Order	\$59.95
3/27/2026	Other	Payment to CaseAnywhere	\$55.00
4/22/2026	Other	Payment to CaseAnywhere	\$49.00
	Filing	Estimated Cost - Steno: Motion for Final Approval ("MFA") and Supporting Documents	\$140.95
	Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order (MFA)	\$59.95
	Filing	Estimated Cost - Steno: Administrator's Final Report	\$59.95
Total:			\$29,529.31