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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANTONIO DENNE COSBY-SPIKES,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

CHILD EDUCATIONAL CENTER; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 25STCV17255

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action Filed: December 23, 2024
Trial Date: Not set

This Joint Stipulation of Class and Representative Action Settlement ("Settlement Agreement," "Settlement," or "Agreement") is made by and between Plaintiff Antonio Denne Cosby-Spikes ("Plaintiff") and Defendant Child Educational Center ("Defendant") (Plaintiff and Defendant collectively, "the Parties").

1. DEFINITIONS.

- 1.1 "Action" means *Antonio Denne Cosby-Spikes v. Child Educational Center*, Superior Court of the State of California, County of Los Angeles, Case No. 25STCV17255 (originally filed as Case No. 24CV104205 in Alameda County on December 23, 2024, and transferred to Los Angeles County on June 16, 2025).
- 1.2 "Administrator" means the neutral entity the Parties have agreed to designate to administer the Settlement, to be selected through a competitive bidding process and approved by the Court.
- 1.3 "Administration Expenses Payment" means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement.
- 1.4 "Class" means all current and former hourly-paid, non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period.
- 1.5 "Class Counsel" means Kane Moon, Allen Feghali, and S. Phillip Song, of Moon Law Group, PC.
- 1.6 "Class Counsel Fees Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable attorneys' fees incurred to prosecute the Action.
- 1.7 "Class Counsel Costs Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable litigation expenses incurred to prosecute the Action.
- 1.8 "Class Data" means Class Member identifying information in Defendant's possession, including each Class Member's name, last-known mailing address,

last-known telephone number, Social Security number, dates of employment as an hourly-paid, non-exempt employee of Defendant in California, number of Workweeks worked during the Class Period, and number of PAGA Pay Periods worked during the PAGA Period, and any other information required by the Administrator to effectuate this Agreement.

1.9 "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as a PAGA Group Member.

1.10 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.

1.11 "Class Notice" means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from December 23, 2020, through June 7, 2026.

1.13 "Class Representative" or "Plaintiff" means the named Plaintiff in the Action, Antonio Denne Cosby-Spikes.

1.14 "Class Representative Enhancement Award" means the court-approved payment allocated to the Class Representative for his services in support of the Action and General Release, not to exceed \$7,500.00.

1.15 "Court" means the Superior Court of the State of California, County of Los Angeles.

1.16 "Defendant" means the named Defendant in the Action, Child Educational Center.

1.17 "Defense Counsel" means Katherine C. Den Bleyker and Ali A. Abouesh of O'Hagan Meyer LLP.

1.18 "Effective Date" means the first business date after both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters the Final Approval Order and Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from Judgment (i.e., 61 calendar days following entry of Judgment); or (iii) if a timely appeal from Judgment is filed, the day after the appellate court affirms Judgment and issues a remittitur.

1.19 "Final Approval Hearing" means the hearing on Plaintiff's Motion for Final Approval of the Settlement.

1.20 "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.21 "Final Judgment" or "Judgment" means the Judgment entered by the Court upon granting final approval of the Settlement.

1.22 "Gross Settlement Amount" means \$725,000.00, the total amount Defendant agrees to pay under the Settlement, subject to any increase under the escalator clause provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Costs Payment, Class Representative Enhancement Award, and Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay its employer-share of payroll taxes owed on the Wage Portion of Individual Class Payments.

1.23 "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount as calculated by the Administrator according to the number of Workweeks worked by the Participating Class Member during the Class Period. Each Individual Class Payment will be allocated as twenty percent

(20%) to wages and eighty percent (80%) to interest and penalties.

1.24 "Individual PAGA Payment" means an PAGA Group Member's pro rata share of thirty-five percent (35%) of the PAGA Penalties as calculated by the Administrator according to the number of PAGA Pay Periods worked by the PAGA Group Member during the PAGA Period.

1.25 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment under California Labor Code section 2699(m).

1.26 "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties, or \$26,000.00.

1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Costs Payment, Class Representative Enhancement Award, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members through Individual Class Payments.

1.28 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 "Objection" means a Class Member's written or verbal objection to a term of, or the terms of, the Settlement.

1.30 "Operative Complaint" or "First Amended Complaint" means Plaintiff's First Amended Class Action Complaint filed in the Action on June 17, 2025.

1.31 "PAGA" means the California Private Attorneys General Act, California Labor Code sections 2698, *et seq.*

1.32 "PAGA Group Member" or "PAGA Group Members" means all current and former hourly-paid, non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period.

1.33 "PAGA Notice" or "PAGA Notices" means Plaintiff's December 19, 2024 letter and January 10, 2025 amended letter to the LWDA providing written notice pursuant to California Labor Code section 2699.3(a), submitted online to the LWDA and served on Defendant via certified mail. The PAGA Notice was assigned LWDA case number LWDA-CM-1068494-24.

1.34 "PAGA Pay Period" means any pay period during which a PAGA Group Member worked for Defendant in California at least one day during the PAGA Period.

1.35 "PAGA Penalties" means \$40,000.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as thirty-five percent (35%) to PAGA Group Members (\$14,000.00) and sixty-five percent (65%) to the LWDA (\$26,000.00).

1.36 "PAGA Period" means the period from December 19, 2023, through June 7, 2026.

1.37 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.38 "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.

1.39 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41 "Released Parties" means Defendant and each of its former, present and future owners, parents, subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and legal representatives.

1.42 "Request for Exclusion" means a Class Member's submission to the Administrator of a signed, written request to be excluded from the Class portion of the

Settlement. Class Members and PAGA Group Members cannot request exclusion from the PAGA portion of the Settlement.

1.43 "Response Deadline" means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may email or postmark any (a) Requests for Exclusion, (b) written Objections, or (c) disputes regarding the calculation of Workweeks and/or PAGA Pay Periods. Class Members to whom their initial Class Notice is resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

1.44 "Settlement" or "Settlement Agreement" or "Agreement" means the disposition of the Action effected by this Joint Stipulation of Class and Representative Action Settlement Agreement and entry of the Final Approval Order and Judgment.

1.45 "Workweek" means any workweek during which a Class Member worked for Defendant in California at least one day during the Class Period.

2. **RECITALS.**

2.1. On December 19, 2024, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a). Plaintiff's PAGA Notice was assigned LWDA case number LWDA-CM-1068494-24.

2.2. On December 23, 2024, Plaintiff filed a Class Action Complaint against Defendant in Alameda County Superior Court, Case No. 24CV104205, which alleged eight individual and class causes of action for violation of the Labor Code and California Business and Professions Code.

2.3. On January 10, 2025, Plaintiff submitted an Amended Notice of Labor Code Violations to the LWDA and sent it via certified mail to Defendant, updating the corporate address and providing additional factual information regarding the alleged Labor Code violations.

2.4. On June 16, 2025, the Action was transferred from Alameda County Superior Court

to Los Angeles County Superior Court and reassigned Case No. 25STCV17255.

2.5. On June 17, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth individual and representative cause of action for violation of PAGA.

2.6. Plaintiff's First Amended Complaint alleges the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and (9) Civil Penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*].

2.7. The Parties engaged in settlement negotiations and reached an agreement for a global resolution of the Action, as memorialized in this Agreement and a Memorandum of Understanding executed in 2026.

2.8. Before settlement, Plaintiff obtained through informal discovery information sufficient to meaningfully evaluate the claims at issue in the Action. The discovery included written documents regarding Defendant's wage-and-hour policies and practices in effect during the Class Period, time and pay data, and Class Member demographic data. This investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("Dunk/Kullar"). Based on their own independent investigation and evaluation, Plaintiff and Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interest of the Class and the LWDA considering all known facts and circumstances, including

1 the risk of significant delay, that Class claims may not be certified by the Court
2 based on the defenses asserted by Defendant, and on numerous potential appellate
3 issues.

4 2.9. The LWDA did not indicate intent to investigate the allegations set forth in
5 Plaintiff's PAGA Notices. The administrative exhaustion period under PAGA
6 expired without any notice from the LWDA of intent to investigate. To date, the
7 LWDA has not sought to intervene in the Action.

8 2.10. To date, the Court has not granted class certification.

9 2.11. Defendant denies any liability or wrongdoing of any kind whatsoever associated
10 with the claims and causes of action alleged in the Action. Defendant further denies
11 that, for any purpose other than settling the Action, the Action is appropriate for
12 class or representative treatment. With respect to Plaintiff's claims, Defendant
13 contends, among other things, that Plaintiff and the Class have been provided
14 legally compliant meal and rest periods and any premiums owed for non-compliant
15 meal and rest periods, have been paid proper minimum and overtime wages, have
16 been timely paid throughout employment as well as final wages upon separation of
17 employment, have been reimbursed for necessary and reasonable business
18 expenses, and have been provided with accurate itemized wage statements.
19 Defendant contends, among other things, that it has complied at all times with the
20 California Labor Code and the applicable Wage Orders of the Industrial Welfare
21 Commission, and all other applicable laws. Furthermore, with respect to all claims,
22 Defendant contends that it has not engaged in unlawful or unfair business practices
23 and has not violated California Business and Professions Code sections 17200, *et*
24 *seq.*

25 2.12. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
26 any other pending matter or action asserting claims that will be extinguished or
27 affected by the releases contained in this Agreement. The Settlement represents a
28 compromise of disputed claims between the Parties reached through arm's-length

negotiations between competent counsel with knowledge of the Action's strengths and weaknesses.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Subject to entry of the Court's Final Approval Order, Defendant agrees to pay \$725,000.00, subject to any increase under the escalator clause in Paragraph 8 below, as the Gross Settlement Amount, and to separately pay its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring any Class Member to submit a claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in amounts as approved by the Court and specified in the Final Approval Order:

3.2.1. To Plaintiff. A Class Representative Enhancement Award to Plaintiff as the Class Representative of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment that Plaintiff is eligible to receive as a Participating Class Member and PAGA Group Member. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Enhancement Award no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Award less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Class Representative Enhancement Award shall not be a material term of the Settlement Agreement, and if the Court approves an award of less than the requested amount, such a change shall not give rise to a basis to abrogate the Settlement Agreement. The Administrator shall pay the Class

1 Representative Enhancement Award using an IRS Form 1099. Plaintiff
2 assumes full responsibility and liability for any taxes owed on the Class
3 Representative Enhancement Award and shall hold Defendant harmless
4 from any claim or liability for taxes, penalties, or interest arising as a result
5 of this payment. Defendant makes no representations as to the tax treatment
6 or legal effect of the payment called for herein, and Plaintiff is not relying
7 on any statement or representation by Defendant or its counsel in this
8 regard.

9 3.2.2. To Class Counsel. A Class Counsel Fees Payment of not more than one-
10 third of the Gross Settlement Amount, currently \$241,666.66 and subject to
11 potential increase under the escalator clause, and a Class Counsel Costs
12 Payment for actual litigation costs incurred in prosecuting the Action, not to
13 exceed \$25,000.00. Plaintiff and/or Class Counsel will file a Motion
14 supporting the Class Counsel Fees Payment and Class Counsel Costs
15 Payment no later than sixteen (16) court days prior to the Final Approval
16 Hearing. If the Court approves payments less than the amounts requested,
17 the Administrator shall allocate the remainder to the Net Settlement
18 Amount. The Parties agree that the Court's approval of any request for
19 attorneys' fees or litigation costs is not a condition of the Settlement
20 Agreement, and an award of less than the amounts requested would not give
21 rise to a basis to abrogate the Settlement Agreement. Released Parties shall
22 have no liability to Class Counsel or any other Plaintiff's counsel arising
23 from any claim to any portion of any Class Counsel Fees Payment and/or
24 Class Counsel Costs Payment. The Administrator shall pay the Class
25 Counsel Fees Payment and Class Counsel Costs Payment using one or more
26 IRS 1099 Forms. Class Counsel assume full responsibility and liability for
27 any taxes owed on the Class Counsel Fees Payment and Class Counsel
28 Costs Payment, and hold Defendant harmless, and indemnify Defendant,

1 from any dispute or controversy regarding any division or sharing of any of
2 these payments.

3 3.2.3. To the Administrator. An Administration Expenses Payment in an amount
4 not to exceed \$15,000.00 and approved by the Court. Plaintiff and/or Class
5 Counsel will file a Motion supporting the Administration Expenses
6 Payment no later than sixteen (16) court days prior to the Final Approval
7 Hearing. If the Court approves an Administration Expenses Payment that is
8 less than the amount requested, or if the actual Administration Expenses
9 Payment is less than the amount allocated under this Agreement, the
10 Administrator shall allocate the remainder to the Net Settlement Amount.
11 To the extent the actual Administration Expenses Payment is greater than
12 the amount allocated, such excess amount shall be taken from the Gross
13 Settlement Amount, subject to the Court's approval.

14 3.2.4. To Each Participating Class Member. Each Individual Class Payment shall
15 be calculated by the Administrator by (a) dividing the Net Settlement
16 Amount by the total number of Workweeks worked by all Participating
17 Class Members during the Class Period and (b) multiplying the result by the
18 number of Workweeks worked by each individual Participating Class
19 Member.

20 3.2.4.a. Tax Allocation of Individual Class Payments. Twenty percent (20%)
21 of each Participating Class Member's Individual Class Payment
22 shall be allocated to settlement of wage claims (the "Wage
23 Portion"). The Wage Portion is subject to tax withholding and shall
24 be reported on IRS W-2 Forms by the Administrator. The remaining
25 eighty percent (80%) of each Participating Class Member's
26 Individual Class Payment shall be allocated to settlement of claims
27 for penalties and interest (the "Non-Wage Portion"). The Non-Wage
28 Portion is not subject to withholdings and shall be reported on IRS

1 1099 Forms by the Administrator. Participating Class Members
2 assume full responsibility and liability for any employee taxes owed
3 on their Individual Class Payment.

4 3.2.4.b. Effect of Non-Participating Class Members on Calculation of
5 Individual Class Payments. Non-Participating Class Members shall
6 not receive any Individual Class Payment. The Administrator shall
7 retain amounts equal to their Individual Class Payments in the Net
8 Settlement Amount for distribution to Participating Class Members
9 on a pro rata basis.

10 3.2.5. To the LWDA and PAGA Group Members. PAGA Penalties in the total
11 amount of \$40,000.00 to be paid from the Gross Settlement Amount, shall
12 be distributed as sixty-five percent (65%) (\$26,000.00) to the LWDA
13 through a LWDA PAGA Payment and thirty-five percent (35%)
14 (\$14,000.00) to PAGA Group Members through Individual PAGA
15 Payments.

16 3.2.5.a. To Each PAGA Group Member. The Administrator shall calculate
17 each Individual PAGA Payment by (a) dividing the amount of the
18 PAGA Group Members' thirty-five percent (35%) share of PAGA
19 Penalties by the total number of PAGA Pay Periods worked by all
20 PAGA Group Members during the PAGA Period and (b)
21 multiplying the result by the number of PAGA Pay Periods worked
22 by each individual PAGA Group Member.

23 3.2.5.b. Tax Allocation of Individual PAGA Payments. Individual PAGA
24 Payments shall be treated as one hundred percent (100%) penalties
25 for tax purposes. PAGA Group Members assume full responsibility
26 and liability for any taxes owed on their Individual PAGA Payment.
27 Individual PAGA Payments are not subject to withholdings and
28 shall be reported on IRS 1099 Forms by the Administrator. If the

Court approves an amount for PAGA Penalties less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Settlement Funding. Within seven (7) calendar days of receipt of notice of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing instructions. Within thirty (30) calendar days of the Final Approval Order, Defendant shall fund the Gross Settlement Amount and its employer-share of payroll taxes by transmitting the funds into a Qualified Settlement Fund ("QSF") established and maintained by the Administrator.

4.2. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Costs Payment, and the Class Representative Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Costs Payment, and the Class Representative Enhancement Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.2.1. The Administrator shall issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them via First Class United States Postal Service ("USPS") Mail with postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator shall send checks for Individual Class Payments to all Participating Class Members and checks for Individual PAGA Payments to all PAGA Group Members (including Non-Participating Class Members

1 who qualify as PAGA Group Members), including to those for whom their
2 Class Notice was returned undelivered. The Administrator may send
3 Participating Class Members a single check combining their Individual
4 Class Payment and Individual PAGA Payment. Before mailing any checks,
5 the Administrator must update recipients' mailing addresses using the
6 National Change of Address Database.

7 4.2.2. The Administrator must conduct a Class Member Address Search for all
8 Class Members whose checks are returned undelivered without a
9 forwarding address. Within fourteen (14) calendar days of receiving a
10 returned check, the Administrator must re-mail checks to the forwarding
11 address provided or, if none was provided, to an updated address
12 ascertained through the Class Member Address Search. The Administrator
13 need not take further steps to deliver checks to Class Members whose re-
14 mailed checks are returned as undelivered a second time. The Administrator
15 shall promptly send a replacement check to any Class Member whose
16 original check was lost or misplaced, or as requested by the Class Member
17 prior to the Void Date.

18 4.2.3. For any Class Member whose Individual Class Payment and/or Individual
19 PAGA Payment is uncashed after the Void Date, the Administrator shall
20 cancel those checks and transmit the funds represented by such checks in
21 accordance with the requirements of California Code of Civil Procedure
22 section 384(b). Specifically, the uncashed funds shall be transmitted to the
23 California State Controller's Office to be held pursuant to the Unclaimed
24 Property Law, California Civil Code section 1500, et seq., in the name of
25 each individual who failed to timely cash his or her check, until such time
26 that he or she claims his or her property. A Participating Class Member
27 and/or PAGA Group Member's failure to negotiate or receive their check
28 shall nevertheless remain bound by the Settlement and the releases

contained herein. Accordingly, the Parties' respective counsel attest that there will be no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

4.2.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. **RELEASES OF CLAIMS.**

5.1. Plaintiff's General Release. Plaintiff will release any and all claims that Plaintiff has or may have against the Released Parties related to or arising from Plaintiff's employment with Defendant ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Plaintiff understands he is releasing potentially unknown claims and that Plaintiff may have limited knowledge with respect to some of the claims being released. Plaintiff acknowledges there is a risk that, after signing this Agreement, Plaintiff may learn information that might have affected Plaintiff's decision to enter into this Agreement. Plaintiff assumes this risk and all other risks of any mistake in entering into this Agreement. Plaintiff agrees that this Agreement is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all necessary authority to enter into this Agreement and that Plaintiff has not transferred any interest in any claims to any spouse or to any other third party. Notwithstanding the foregoing, Plaintiff's General Release excludes any

claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after the date Plaintiff signs this Agreement.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads:

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.

5.2. Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged in Plaintiff's First Amended Complaint or that reasonably could have been alleged based solely on the facts asserted therein including but not limited to (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, (9) statutory penalties of any nature; (10) liquidated damages and/or interest; (11) attorneys' fees and costs; and (12) any other claims arising out of or related to the First Amended Complaint filed in the Action during the Class Period ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security

benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period. Non-Participating Class Members do not release the Released Class Claims.

5.3. Released PAGA Claims. Plaintiff and the LWDA are deemed to release, on behalf of themselves and all PAGA Group Members (including Non-Participating Class Members who are PAGA Group Members) and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties, which were alleged, or reasonably could have been alleged, in Plaintiff's PAGA Notices to the LWDA dated December 19, 2024 and January 10, 2025, and in Plaintiff's First Amended Complaint, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period and do not release any PAGA Group Members' claims for wages or statutory penalties under other statutes. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Superior Court (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a PAGA Group Member who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

5.4. Date Releases Become Effective. The released claims described in Paragraphs 5.1 through 5.3 above shall become effective upon the Effective Date.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that,

as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties, and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

6.3. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Group Members, Workweeks, and PAGA Pay Periods in the Class Data.

6.4. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar

1 amounts of any Individual Class Payment and/or Individual PAGA Payments payable
2 to the Class Member and/or PAGA Group Member, and the number of Workweeks
3 and PAGA Pay Periods used to calculate these amounts. Before mailing the Class
4 Notices, the Administrator shall update Class Member addresses using the National
5 Change of Address database.

6 6.5. Remailing of Class Notice. No later than three (3) business days after its receipt of any
7 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
8 Class Notice using any forwarding address provided by USPS. If USPS does not
9 provide a forwarding address, the Administrator shall conduct a Class Member
10 Address Search and re-mail the Class Notice to the most current address obtained. The
11 Administrator has no obligation to make further attempts to locate or send the Class
12 Notice to Class Members whose Class Notice is returned by USPS a second time.

13 6.5.1. The deadlines for Class Members' Objections, Challenges to Calculation of
14 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be
15 extended an additional fourteen (14) calendar days beyond the sixty (60)
16 calendar days otherwise provided in the Class Notice for all Class Members
17 whose notice is re-mailed. The Administrator will inform the Class Member of
18 the extended deadline with the re-mailed Class Notice.

19 6.5.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is
20 contacted by or otherwise discovers any persons who believe they should have
21 been included in the Class Data and should have received Class Notice, the
22 Parties will expeditiously meet and confer in person or by telephone, and in
23 good faith, to agree on whether to include them as Class Members. If the Parties
24 agree, such person(s) will be Class Members entitled to the same rights as other
25 Class Members, and the Administrator will send, via email or overnight
26 delivery, a Class Notice requiring them to exercise options under this
27 Agreement no later than fourteen (14) calendar days after receipt of the Class
28 Notice, or the deadline in the Class Notice, whichever is later.

6.6. Requests for Exclusion (Opt-Outs) and Exclusion List. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by mailing a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely but invalid, according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to postmark the revised Request for Exclusion. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a Request for Exclusion. However, the Court has the final authority to make decisions consistent with the terms of this Agreement on the validity or timeliness of a Request for Exclusion. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

6.6.1. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.6.2. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are PAGA Group Members are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

6.6.3. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing the names and other identifying information of Class Members who have submitted Requests for Exclusion, regardless of whether the requests are valid and timely ("Exclusion List"), and copies of all Requests for Exclusion submitted, regardless of whether the requests are valid and timely.

6.7. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or PAGA Group Member in the Class Notice. A Class Member and/or PAGA Group Member may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods to the Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods must be timely. To be

1 timely, the Challenge to Calculation of Workweeks and/or Pay Periods must be
2 postmarked no later than the Response Deadline. The postmark date will be the
3 exclusive means of determining whether a Challenge to Calculation of Workweeks
4 and/or Pay Periods has been timely submitted. The Administrator must encourage the
5 challenging Class Member to submit supporting documentation. In the absence of any
6 contrary documentation, the Administrator is entitled to presume that the Workweeks
7 and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are
8 consistent with the Class Data. The Administrator shall promptly provide copies of all
9 Challenges to Calculation of Workweeks and/or Pay Periods to Defense Counsel and
10 Class Counsel. The Administrator, Class Counsel, and Defense Counsel may attempt
11 to resolve all Class Member challenges over the calculation of Workweeks and/or Pay
12 Periods. However, the Court has the final authority to make decisions consistent with
13 the terms of this Agreement on all Challenges to Calculation of Workweeks and/or Pay
14 Periods. The Court's decision shall be final and not appealable or otherwise susceptible
15 to challenge.

16 6.8. Objections to Settlement.

17 6.8.1. Participating Class Members may object to the class action components of the
18 Settlement, including, without limitation, contesting the fairness of the
19 Settlement and/or amounts requested for the Class Counsel Fees Payment,
20 Class Counsel Costs Payment, and/or Class Representative Enhancement
21 Award.

22 6.8.2. Participating Class Members may object by sending the Administrator a
23 written Objection, which reasonably communicates the Class Member's basis
24 for objecting and includes the Class Member's full name, current mailing
25 address, last four digits of their Social Security Number (for verification of
26 identity purposes and for the Administrator to contact the individual, if
27 necessary, to clarify his or her Objection), and identifies the Action as Antonio
28 Denne Cosby-Spikes v. Child Educational Center (Los Angeles County

1 Superior Court Case No. 25STCV17255). The written Objection must also be
2 signed and dated by the Class Member or his/her legal representative. To be
3 valid, the written Objection must be timely postmarked by the Response
4 Deadline.

5 6.8.3. In the alternative and/or in addition to submitting a written objection,
6 Participating Class Members may appear, either personally or hire an attorney
7 to appear on his or her behalf, in Court to present verbal objections at the Final
8 Approval Hearing. It is not required that an objecting party, either personally
9 or through counsel, appear at the Final Approval Hearing for any written
10 Objection by that party to be considered. Additionally, it is not required that an
11 objecting party, either personally or through counsel, file or serve, or to state in
12 a written Objection, a notice of intention to appear at the Final Approval
13 Hearing.

14 6.8.4. If the Final Approval Hearing is continued to another date or time, the
15 Administrator will give notice to any Participating Class Member who
16 submitted an Objection.

17 6.8.5. Non-Participating Class Members have no right to object to any of the class
18 action components of the Settlement.

19 6.9. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
20 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or
21 re-mailed, Class Notices returned undelivered, Requests for Exclusion received
22 (whether valid or invalid), Objections received, Challenges to Workweeks and/or
23 PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class
24 Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports
25 must attach copies of all Requests for Exclusion and Objections received.

26 6.10. Administrator's Declaration. No later than seven (7) business days after the Response
27 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
28 declaration suitable for filing in Court attesting to (i) its due diligence and compliance

1 with all of its obligations under this Agreement, including, but not limited to, its
2 mailing of the Class Notice, (ii) the total number of Class Notices returned as
3 undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate
4 Class Members, (v) the total number of Requests for Exclusion received (valid or
5 invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total
6 number of Participating Class Members and Workweeks, (viii) the total number of
7 PAGA Group Members and PAGA Pay Periods, and (ix) the lowest, average, and
8 highest Individual Class Payment and Individual PAGA Payment. The Administrator
9 will supplement its declaration as needed or requested by the Parties and/or the Court.
10 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

11 6.11. Final Report by Settlement Administrator. No later than fourteen (14) calendar days
12 after the Administrator disburses all funds in the Gross Settlement Amount, the
13 Administrator will provide Class Counsel and Defense Counsel with (i) a final report
14 detailing its disbursements by employee identification number only of all payments
15 made under this Agreement, and (ii) a signed declaration suitable for filing in Court
16 attesting to its disbursement of all payments required under this Agreement. Class
17 Counsel is responsible for filing the Administrator's declaration in Court.

18 6.12. Employer Identification Number. The Administrator shall have and use its own
19 Employer Identification Number for purposes of calculating payroll tax withholdings
20 and providing reports to state and federal tax authorities.

21 6.13. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
22 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
23 Regulation section 468B-1. The Parties agree that the QSF is intended to be a
24 "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and
25 Treasury Regulations section 1.468B-1, 26 C.F.R. sections 1.468B-1, et seq., and shall
26 be administered by the Administrator as such. The Parties and Administrator shall treat
27 the QSF as coming into existence as a "Qualified Settlement Fund" on the earliest date
28 permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall

be attached to the appropriate returns as required by law.

6.14. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Class Notice, Motion for Final Approval, and Final Approval Order and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

7. ESCALATOR CLAUSE

7.1. The Gross Settlement Amount was negotiated based on Defendant's estimate that there are approximately 28,883 Workweeks during the Class Period. If the actual number of Workweeks is more than 10% of the estimated count (i.e., if the actual number of Workweeks is more than 31,772), then Defendant agrees, at its sole option, to either (a) de-escalate the Settlement so that the Class and PAGA Periods end on the date upon which the actual number of Workweeks totals 28,883, or (b) make a proportional increase to the Gross Settlement Amount by the percentage increase for each additional Workweek above the 10% threshold (e.g., if the number of Workweeks increases to 31,772 plus 289 additional Workweeks, representing an 11% increase, the Gross Settlement Amount will increase by 1%). Defendant shall inform the Court of its selection at or before the preliminary approval hearing. If Defendant exercises option (a), it shall also inform the Court of the adjusted Class Period and PAGA Period end dates at the preliminary approval hearing.

8. DEFENDANT'S RIGHT TO WITHDRAW.

8.1. Defendant retains the right, in the exercise of its sole discretion, to nullify the Settlement within thirty (30) days after expiration of the opt-out period, if ten percent (10%) or more of the Settlement Class Members submit valid and timely Requests for Exclusion. If Defendant exercises this right to withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further

obligation to perform under this Agreement; provided, however, Defendant shall remain responsible for paying all Settlement Administration Expenses incurred up to the date of withdrawal. Defendant must notify Class Counsel and the Court of its election to withdraw within the thirty (30) day period. The Parties agree that they shall do nothing to encourage or solicit Class Members to opt out of or object to this Settlement.

9. COURT APPROVAL PROCEDURES.

9.1. Motion for Preliminary Approval. The Parties agree to file a joint motion for preliminary approval of the Settlement. Plaintiff and/or Class Counsel will prepare and file all documents necessary for obtaining a Preliminary Approval Order, including: (i) a notice and memorandum in support of the motion for preliminary approval that includes an analysis of the Settlement under *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 and a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2); (ii) a proposed order granting preliminary settlement approval and approving the proposed Class Notice; (iii) a signed declaration from the Administrator attesting to its willingness to serve, competency, qualifications, bid for administering the Settlement, operative procedures for protecting the security of Class Data, and all facts relevant to any actual or potential conflicts of interest with Class Members, Plaintiff, Class Counsel, Defendant, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve as the Class Representative and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) signed declarations from Class Counsel attesting to competency to represent Class Members and confirming transmission to the LWDA of all necessary PAGA documents (Plaintiff's PAGA Notices dated December 19, 2024 and January 10, 2025, the First Amended Complaint, and this Agreement), and all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; and (vi)

1 a signed declaration from Defense Counsel stating whether Defense Counsel is aware
2 of any other pending action asserting claims that will be extinguished or adversely
3 affected by the Settlement, including the case name and number, nature of claims, class
4 definition, and procedural status. Class Counsel is responsible for obtaining a hearing
5 date for the motion for preliminary approval and for appearing in Court to advocate in
6 favor of the motion. Defense Counsel is responsible for appearing in Court to advocate
7 in favor of the motion for preliminary approval.

8 9.2. Motion for Final Approval. No later than sixteen (16) court days before the calendared
9 Final Approval Hearing, Plaintiff and/or Class Counsel will file in Court a notice and
10 motion for final approval of the Settlement that includes a request for approval of the
11 PAGA portion of the Settlement under California Labor Code section 2699(s)(2) and
12 a proposed Final Approval Order and Judgment. Class Counsel is responsible for
13 timely delivering the Final Approval Order and Judgment to the Administrator and the
14 LWDA.

15 9.3. Response to Objections. Each Party retains the right to respond to any Objection raised
16 by a Participating Class Member, including the right to file responsive documents in
17 Court no later than five (5) court days before the Final Approval Hearing, or as
18 otherwise ordered or accepted by the Court.

19 9.4. Duty to Cooperate. If the Court does not grant preliminary or final approval outright,
20 or if the Court conditions approval on any material change to the Settlement, including,
21 but not limited to, the scope of release to be granted by Class Members, the Parties will
22 expeditiously work together in good faith to address the Court's concerns by revising
23 the Agreement as necessary to obtain approval. The Court's decision to award less than
24 the amounts requested for the Class Counsel Fees Payment, Class Counsel Costs
25 Payment, Class Representative Enhancement Award, and/or Administration Expenses
26 Payment shall not constitute a material modification to the Agreement within the
27 meaning of this Paragraph.

28 9.5. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final

Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h).

9.6. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.7. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement, including, but not limited to, the scope of release to be granted by Class Members, the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain final approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

9.8. Amended Judgment. If any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together in good faith to jointly prepare and submit such amended judgment.

1 9.9. Failure to Approve. If the Court does not approve, either preliminarily or finally, any
2 material term or condition of the Settlement Agreement, or if the Court effects a
3 material change, then this Agreement will be voidable and unenforceable, subject to
4 the Parties' agreement to the contrary, and the costs of administration incurred up to
5 that point shall be split equally between Plaintiff, on one side, and Defendant, on the
6 other.

7 9.10. Enforceability. The Parties agree that this Agreement will be final, binding, and
8 enforceable pursuant to California Code of Civil Procedure section 664.6.

9 **10. ADDITIONAL PROVISIONS.**

10 10.1. Entire Agreement. This Agreement and the attached Exhibit A constitute the entirety
11 of the Parties' settlement terms.

12 10.2. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute
13 that has arisen between them and to avoid the burden, expense, and risk of continued
14 litigation. In entering into this Agreement, Defendant does not admit, and specifically
15 denies, it has violated any federal, state, or local law; violated any regulations or
16 guidelines promulgated pursuant to any statute or any other applicable laws,
17 regulations, or legal requirements; breached any contract; violated or breached any
18 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
19 conduct concerning their employees. Neither this Agreement, nor any of its terms or
20 provisions, nor any of the negotiations connected with it, shall be construed as an
21 admission or concession by Defendant of any such violations or failures to comply
22 with any applicable law. Except as necessary in a proceeding to enforce the terms of
23 this Agreement, this Agreement and its terms and provisions shall not be offered or
24 received as evidence in any action or proceeding to establish any liability or admission
25 on the part of Defendant or to establish the existence of any condition constituting a
26 violation of, or a non-compliance with, federal, state, local or other applicable law. If
27 Final Approval does not occur, the Parties agree that this Agreement is void, but
28 remains protected by California Evidence Code section 1152.

1 10.3. Class Certification for Settlement Purposes Only. The Parties stipulate to provisional
2 class certification for purposes of settlement only. Absent final approval of the
3 Settlement Agreement, the Parties will not stipulate to class certification, and no Party
4 will be estopped as a result of any motion for settlement approval. If final approval of
5 the Settlement Agreement is not granted, Defendant reserves all rights to oppose class
6 certification, and the Parties will revert to the positions they held before this
7 Agreement. The Parties stipulate to the payment set forth in this Agreement for
8 purposes of settlement only. If there is no judicial approval for the entirety of the
9 Settlement Agreement, then this Agreement shall be null and void, and no Party will
10 be estopped as a result of any motion for settlement approval.

11 10.4. No Press Releases/Confidentiality. Neither Plaintiff nor Plaintiff's Counsel shall issue
12 any press release or announcement of any kind related in any way to the Settlement.
13 Plaintiff and Class Counsel agree to limit their statements regarding the terms of the
14 Settlement, whether oral, written, or electronic (including the World Wide Web), to
15 say the Action has been resolved and that Plaintiff and Class Counsel are satisfied with
16 the Settlement terms. Nothing in this Section is intended to interfere with Class
17 Counsel's duties and obligations to faithfully discharge their duties as Class Counsel,
18 including but not limited to: (1) as required by law; (2) as required under the terms of
19 the Settlement; and/or (3) as required under counsel's duties and responsibilities as
20 Class Counsel. This Settlement shall not be advertised or mentioned on any source,
21 including Plaintiff's Counsel's personal or firm website.

22 10.5. Acknowledgement of Fairness. The Parties believe this Settlement is a fair, adequate,
23 and reasonable settlement of the Action and have arrived at this Agreement after arm's-
24 length negotiations and in the context of adversarial litigation, taking into account all
25 relevant factors, present and potential. The Parties further acknowledge that they are
26 each represented by competent counsel and that they have had an opportunity to consult
27 with their counsel regarding the fairness and reasonableness of this Settlement.

28 10.6. No Solicitation. The Parties separately agree that they and their respective counsel and

employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

10.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached Exhibit, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.8. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

10.10. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

10.11. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the

1 Settlement, the Parties will seek the assistance of a mediator and/or the Court for
2 resolution.

3 10.12. No Prior Assignments. The Parties separately represent and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign,
5 transfer, or encumber to any person or entity any portion of any liability, claim,
6 demand, action, cause of action, or right released and discharged by the Party in this
7 Settlement.

8 10.13. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is
9 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
10 be relied upon as such within the meaning of United States Treasury Department
11 Circular 230 (31 CFR Part 10, as amended) or otherwise.

12 10.14. Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed by all
14 Parties or their representatives, and approved by the Court.

15 10.15. Agreement Binding on Successors and Assigns. This Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of each of the Parties.

17 10.16. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
18 governed by and interpreted according to the internal laws of the State of California,
19 without regard to conflict of law principles.

20 10.17. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
21 this Agreement. This Agreement will not be construed against any Party on the basis
22 that the Party was the drafter or participated in the drafting.

23 10.18. Confidentiality. To the extent permitted by law, all agreements made and orders entered
24 during Action and in this Agreement relating to the confidentiality of information shall
25 survive the execution of this Agreement.

26 10.19. Use and Return of Class Data. Information provided to Class Counsel pursuant to
27 California Evidence Code section 1152, and all copies and summaries of the Class Data
28 provided to Class Counsel by Defendant in connection with the mediation, other

1 settlement negotiations, or in connection with the Settlement, may be used only with
2 respect to this Settlement, and no other purpose, and may not be used in any way that
3 violates any existing contractual agreement, statute, or rule of court. No later than
4 ninety (90) days after the date when the Court discharges the Administrator's obligation
5 to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff
6 shall destroy all paper and electronic versions of Class Data received from Defendant
7 unless, prior to the Court's discharge of the Administrator's obligation, Defendant
8 makes a written request to Class Counsel for the return, rather than the destructions, of
9 Class Data.

10 10.20. Headings. The descriptive heading of any section or Paragraph of this Agreement is
11 inserted for convenience of reference only and does not constitute a part of this
12 Agreement.

13 10.21. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
14 be to calendar days. In the event any date or deadline set forth in this Agreement falls
15 on a weekend or federal legal holiday, such date or deadline shall be on the first
16 business day thereafter.

17 10.22. Execution in Counterparts. This Agreement may be executed in one or more
18 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes
19 of this Agreement shall be accepted as an original. All executed counterparts and each
20 of them will be deemed to be one and the same instrument if counsel for the Parties
21 will exchange between themselves signed counterparts. Any executed counterpart will
22 be admissible in evidence to prove the existence and contents of this Agreement.

23 10.23. Binding Agreement. The Parties warrant that they understand and have full authority
24 to enter into this Settlement, intend that this Agreement will be fully enforceable and
25 binding on all Parties, and agree that it will be admissible and subject to disclosure in
26 any proceeding to enforce its terms, notwithstanding any mediation confidentiality
27 provisions that otherwise might apply under federal or state law. Plaintiff, and not his
28 representative(s), must personally execute this Agreement. An authorized officer of

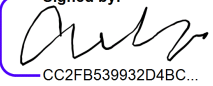
1 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
2 become binding and enforceable pursuant to California Code of Civil Procedure
3 section 664.6.

4 10.24. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
5 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
6 further agree that upon the signing of this Agreement that pursuant to California Code
7 of Civil Procedure section 583.330 to extend the date to bring a case to trial under
8 California Code of Civil Procedure section 583.310 for the entire period of this
9 settlement process.

10 *Signatures on the following page.*
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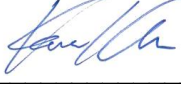
Plaintiff & Class Representative:

Dated: 7/1/2026

Signed by:

CC2FB539932D4BC...
By: _____
Antonio Denne Cosby-Spikes

Plaintiff's Counsel:

Dated: 7/1/2026

MOON LAW GROUP, PC
By:  _____
Kane Moon
Allen Feghali
S. Phillip Song
Attorneys for Plaintiff Antonio Denne Cosby-Spikes

Defendant:

Dated: _____, 2026

CHILD EDUCATIONAL CENTER
By: _____

Print Name: _____

Title: _____

Defendant's Counsel:

Dated: _____, 2026

O'HAGAN MEYER LLP
By: _____
Katherine C. Den Bleyker
Ali A. Abouesh
Attorneys for Defendant Child Educational Center

1 **Plaintiff & Class Representative:**

2
3 Dated: , 2026

4 By: _____
5 Antonio Denne Cosby-Spikes

6 **Plaintiff's Counsel:**

7
8 Dated: , 2026

MOON LAW GROUP, PC

9 By: _____
10 Kane Moon
11 Allen Feghali
12 S. Phillip Song
13 Attorneys for Plaintiff Antonio Denne Cosby-Spikes

14 **Defendant:**

15 Dated: June 23 , 2026

CHILD EDUCATIONAL CENTER

16 By: Ellen Veselack

17
18
19 Print Name: Ellen Veselack

20
21 Title: Co-Executive Director

22 **Defendant's Counsel:**

23 Dated: June 25 , 2026

O'HAGAN MEYER LLP

24 K. Den Bleyker
25 By: _____
26 Katherine C. Den Bleyker
27 Ali A. Abouesh
28 Attorneys for Defendant Child Educational Center

Exhibit A

**COURT-APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Antonio Denne Cosby-Spikes v. Child Educational Center
Superior Court of California, Los Angeles County, Case No. 25STCV17255

NOTICE: All current and former hourly-paid and/or non-exempt employees of Child Educational Center, CALTECH/JPL who worked in California at any time from December 23, 2020, to June 7, 2026.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

You are subject to the terms of the Settlement because you have been identified by Defendant's records as a Class Member and/or Aggrieved Employee.

"Settlement Class" means all individuals who worked for Child Educational Center, CALTECH/JPL as hourly and/or non-exempt employees in California at any time from December 23, 2020, through June 7, 2026 ("Class Period").

"PAGA Group Members" means all individuals who worked for Child Educational Center, CALTECH/JPL as hourly and/or non-exempt employees in California at any time from December 19, 2023, through June 7, 2026 ("PAGA Period").

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved, and you will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will <u>not</u> receive a payment from the Settlement. If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement. You may not exclude yourself from the PAGA portion of the Settlement.
DISPUTE WORKWEEKS/PAY PERIODS	If you do not exclude yourself from this Settlement, you may dispute the number of workweeks and PAGA pay periods credited to you if you believe the reported number is incorrect.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

1. Why have I received this Notice?

The California Superior Court of Los Angeles County has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement ("Settlement") reached between Plaintiff Antonio Denne Cosby-Spikes ("Plaintiff") and Defendant Child Educational Center ("Defendant"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant's records indicate that you are a member of the Settlement Class. For purposes of Settlement, the "Settlement Class" is comprised of "all individuals who worked for Child Educational Center, CALTECH/JPL as hourly and/or non-exempt employees in California at any time between December 23, 2020, through June 7, 2026" ("Class Members"). The "Class Period" is December 23, 2020, through June 7, 2026.

In addition, Defendant's records indicate that you are a member of the PAGA Group ("Aggrieved Employee"). For purposes of Settlement, "Aggrieved Employee" means "all individuals who worked for Child Educational Center, CALTECH/JPL as hourly and/or non-exempt employees in California at any time during the PAGA Period." The "PAGA Period" is December 19, 2023, through June 7, 2026.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. *What is the case about?*

On December 23, 2024, Plaintiff initiated a lawsuit against Defendant. On June 17, 2025, Plaintiff filed a First Amended Complaint in Los Angeles County Superior Court, Case No. 25STCV17255, after the case was transferred to Los Angeles County ("Action").

Plaintiff alleges the following claims against Defendant: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods or pay meal period premiums, (4) failure to authorize and permit rest periods or pay rest period premiums, (5) failure to indemnify necessary business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, and (9) civil penalties under the California Private Attorneys General Act ("PAGA").

Defendant denies these allegations and maintains it fully complied with all applicable laws. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. *Who are the attorneys representing the Parties?*

The Court has appointed Plaintiff's attorneys as "Class Counsel" to represent all Class Members. You will not be charged for this legal representation.

Class Counsel's contact information is as follows:

Attorneys for Plaintiff
Kane Moon
Allen Feghali
S. Phillip Song
MOON LAW GROUP, PC

Attorneys for Defendant
Katherine C. Den Bleyker
Ali A. Abouesh
O'HAGAN MEYER LLP
550 S. Hope Street, Suite 2400

725 S. Figueroa Street, Suite 3100
Los Angeles, CA 90017
Phone: (213) 232-3128
Fax: (213) 232-3125

Los Angeles, CA 90071
Phone: (213) 647-0005

4. *How much is the Settlement for and how can I expect to receive?*

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of \$725,000.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Plaintiff's Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). The Gross Settlement Amount is non-reversionary, meaning all funds will be distributed and will not revert back to Defendant. Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys' fees payable from the GSA in the amount of up to \$241,666.66 (one-third, or 33.33%, of the GSA) as well as reimbursement of their actual litigation costs not to exceed \$25,000.00. Plaintiff is seeking an enhancement award from the GSA in the amount of up to \$7,500.00 for his service as the Class Representative. The Parties are asking that \$40,000.00 of the GSA be allocated to settle the PAGA claims, with 65% (i.e., \$26,000.00) to be paid to the LWDA and the remaining 35% (i.e., \$14,000.00) to be distributed to Aggrieved Employees through Individual PAGA Payments. The Administrator's cost in the amount of **\$15,000.00** for administering this Settlement will also be paid from the GSA.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be the Net Settlement Amount, which will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual's number of Workweeks. "Participating Class Members" are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A "Workweek" refers to any week during which a Participating Class Member worked for Defendant in California for at least one day within the Class Period.

Defendant's records indicate that you worked approximately **[] Workweeks**. Accordingly, your Individual Class Payment is estimated to be **\$[]**. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Twenty percent (20%) of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and reported on an IRS Form W-2. The remaining eighty percent (80%) will be treated as interest and penalties for tax purposes and reported on an IRS Form 1099.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

Defendant's records indicate that you worked approximately **[] PAGA Pay Periods**. Accordingly, your Individual PAGA Payment is estimated to be **\$[]**. The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099.

Settlement checks will be valid for one hundred and eighty (180) days from the date of mailing. After that, checks will become void, and a stop payment will be placed on the uncashed checks. The dollar value of all uncashed checks that remain uncashed for more than 180 days, or that are returned to the Administrator as undeliverable, will be transmitted to the California Controller's Unclaimed Property Fund in accordance with the requirements of Section 384 of the California Code of Civil Procedure. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. Class Members will be bound by the Settlement even if they do not cash their settlement checks.

5. *What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?*

If you believe the Workweek or PAGA Pay Period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute to the Administrator stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records (for example, pay stubs, time records, or other documentation) showing the number of Workweeks or PAGA Pay Periods you worked.

The dispute must be sent to the Administrator (whose contact information is listed below) by email mail, or fax and must be postmarked no later than [RESPONSE DEADLINE], [YEAR]. The Administrator will review the information you provide and will make a determination. Defendant's records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

Administrator contact information:

[ADMINISTRATOR NAME]
[ADDRESS]
[CITY, STATE ZIP]
Phone: [PHONE NUMBER]
Email: [EMAIL ADDRESS]
Website: [WEBSITE]

6. *What are my rights regarding this Settlement?*

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of the Settlement, to be approved by the Court. If you wish to object to the Settlement, you can submit a written Objection stating why you object to the Settlement.

Any Objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (Antonio Denne Cosby-Spikes v. Child Educational Center (Los Angeles County Case No. 25STCV17255)); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written Objection must be sent to the Administrator (whose contact information is listed below) by email or mail, if transmitted or postmarked no later than [OBJECTION DEADLINE], [YEAR]. A copy of any Objection will be submitted to the Court (with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing set for [HEARING DATE], [YEAR], at [TIME] a.m./p.m. in [DEPARTMENT/COURTROOM] of the Los Angeles County Superior Court, [COURTHOUSE LOCATION]. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (Antonio Denne Cosby-Spikes v. Child Educational Center (Los Angeles County Case No. 25STCV17255)); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than [OPT-OUT DEADLINE], [YEAR]. Untimely Requests for Exclusion will not be considered.

A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You CANNOT opt out of the PAGA portion of the Settlement. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment and will release Released PAGA Claims even if you opt out of the class settlement.

If ten percent (10%) or more of the Settlement Class Members opt out of this Settlement, Defendant retains the right, in the exercise of its sole discretion, to nullify the Settlement within thirty (30) days after expiration of the opt-out period.

7. *When is the Final Approval Hearing?*

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on [HEARING DATE], [YEAR], at [TIME] a.m./p.m. in [DEPARTMENT/COURTROOM] of the Los Angeles County Superior Court, located at [COURTHOUSE ADDRESS], Los Angeles, CA [ZIP CODE].

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for [DEPARTMENT/COURTROOM] at [PHONE NUMBER] for instructions on how to remotely appear or verify the hearing date and time.

8. *Can I be retaliated against for participating in the Settlement?*

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

9. *What claims are being released as part of the Settlement?*

Plaintiff's General Release: Plaintiff will release any and all claims that Plaintiff has or may have against the Released Parties related to or arising from Plaintiff's employment with Defendant. Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims

arising after June 7, 2026.

Section 1542 Waiver: For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "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."

Released Class Claims by Participating Class Members: Plaintiff will release, on behalf of themselves and all other Participating Class Members, all claims against the Released Parties that were alleged in Plaintiff's First Amended Complaint or that reasonably could have been alleged based solely on the facts asserted therein during the Class Period, including but not limited to (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, (9) statutory penalties of any nature, (10) interest, (11) attorneys' fees and costs, and (12) any other claims arising out of or related to the Complaint filed in the Action during the Class Period ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims by Aggrieved Employees: Plaintiff will release, on behalf of themselves and the LWDA, all claims against the Released Parties for civil penalties pursuant to the California Private Attorney's General Act of 2004, which were alleged or could have been alleged in Plaintiff's PAGA Notices to the LWDA and in Plaintiff's First Amended Complaint, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

Effective Date of Releases: The released claims described above will become effective upon entry of the Court's Final Approval Order and Judgment and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

Released Parties: The "Released Parties" means Defendant, together with its former, present, and future owners, parents, subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

10. What if I lose my Settlement check or tax forms?

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and transmit the funds in accordance with the requirements of California Code of Civil Procedure section 384. Specifically, uncashed funds will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

If your check has been voided, you should contact the Settlement Administrator or consult the California Controller's Unclaimed Property Fund at ucpi.sco.ca.gov for instructions on how to retrieve the funds.

11. *How can I get more information?*

The *Class and PAGA Action Settlement Agreement* ("Settlement") is on file with the Court as Exhibit 1 to the *Declaration of Kane Moon in Support of Motion for Preliminary Settlement Approval*.

This Notice contains a summary of the basic terms of the Settlement and description of the Action. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Action, free of charge, during regular business hours at the Court Clerk's office of the Los Angeles County Superior Court, located at [COURTHOUSE ADDRESS], Los Angeles, CA [ZIP CODE]. You may also access the records online at: [ONLINE ACCESS INFORMATION].

If you need more information or have any questions, you may contact the attorneys representing the Parties at the contact information provided in Section 3 of this Notice.

You may also contact the Settlement Administrator at the following contact information:

Antonio Denne Cosby-Spikes v. Child Educational Center

c/o [Settlement Administrator Name]

[ADDRESS]

[CITY, STATE ZIP]

[PHONE NUMBER] | [EMAIL]

Website: [WEBSITE]

PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION REGARDING THIS NOTICE.