

1 Arby Aiwarzian (SBN 269827)  
2 Yasmin Hosseini (SBN 326399)  
3 Ryan Slinger (SBN 351297)  
4 **LAWYERS for JUSTICE, PC**  
5 450 North Brand Blvd., Suite 900  
6 Glendale, California 91203  
7 Tel: (818) 265-1020 / Fax: (818) 265-1021

8 *Attorneys for Plaintiffs*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

11 RHINA BLANCO, individually, and on  
12 behalf of other members of the general public  
13 similarly situated and on behalf of other  
14 aggrieved employees pursuant to the  
15 California Private Attorneys General Act;  
16 CARLOS GONZALEZ, individually, and on  
17 behalf of other members of the general  
18 public similarly situated and on behalf of  
19 other aggrieved employees pursuant to the  
20 California Private Attorneys General Act;

21 Plaintiffs,

22 vs.

23 AUTISM LEARNING PARTNERS, an  
24 unknown business entity; AUTISM  
25 LEARNING PARTNERS, LLC, a Delaware  
26 limited liability company; PACIFIC CHILD  
27 & FAMILY ASSOCIATES, LLC, an  
28 unknown business entity; PROOF POSITIVE  
ABA THERAPIES, LLC, a California  
limited liability company; CHILDREN'S  
LEARNING CONNECTION, INC., a  
California corporation; A IS FOR APPLE,  
INC., a California corporation; and DOES 2  
through 100, inclusive,

Defendants.

Case No. 24STCV01979

Honorable Timothy P. Dillon  
Department 15

**CLASS ACTION**

**DECLARATION OF YASMIN  
HOSSEINI IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: October 1, 2025  
Time: 9:00 a.m.  
Department: 15

Complaint Filed: January 24, 2024  
FAC Filed: February 24, 2025  
Trial Date: None Set

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**DECLARATION OF YASMIN HOSSEINI**

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Rhina Blanco and Carlos Gonzalez (together, “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

2. On March 21, 2025, Plaintiffs and Defendants Autism Learning Partners; Autism Learning Partners, LLC; Pacific Child & Family Associates, LLC; Proof Positive ABA Therapies, LLC; Children’s Learning Connection, Inc., and A is for Apple, Inc. (collectively, “ALP” or “Defendants”) (collectively with Plaintiffs, the “Parties”) entered into the Class, Collective and PAGA Representative Action Settlement Agreement and Class Notice, memorializing the formal terms of the resolution of the above-captioned action, subject to Court approval.

3. On March 21, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking preliminary approval of the Settlement Agreement.

4. On October 1, 2025, the Court issued a Proposed Checklist for Preliminary Approval of Class Action Settlement, raising multiple points of inquiry (“Court’s Checklist”), a true and correct copy of which is attached hereto as “**EXHIBIT 1.**”

5. Based on the Court’s requests, the Parties prepared a revised version of the proposed Notice of Class Action Settlement (“Class Notice”), which is attached hereto as “**EXHIBIT 2.**”. For the Court’s ease of reference, a redline version of the Class Notice, reflecting how the original version was revised to prepare the amended version, is attached hereto as “**EXHIBIT 3.**”.

**AMENDED SETTLEMENT AGREEMENT**

6. By way of the Court’s Checklist, the Court requested that Plaintiffs amend the Settlement Agreement to conform with the Court’s Checklist. Accordingly, the Parties prepared the Amended Class, Collective and PAGA Representative Action Settlement Agreement and Class Notice (together with the Class, Collective and PAGA Representative Action Settlement

1 Agreement and Class Notice, “Settlement,” “Agreement,” or “Settlement Agreement”) which is  
2 attached hereto as “**EXHIBIT 4**”. For the Court’s ease of reference, a redline version of the  
3 Amended Agreement, reflecting how the original version was revised to prepare the amended  
4 version, is attached hereto as “**EXHIBIT 5**”.

5           7. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is  
6 in the best interest of Plaintiffs, the Class, Aggrieved Employees, and the State of California. Class  
7 Counsel further submits that the Settlement is within an acceptable range of recovery for this type  
8 of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further  
9 litigation, and the costs and risks associated with class certification, representative adjudication,  
10 trial, and/or appeals.

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

13           Executed on this 29th day of October 2025, at Glendale, California.

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16 Yasmin Hosseini  
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# **EXHIBIT 1**

**LOS ANGELES SUPERIOR COURT, COMPLEX CIVIL DEPARTMENT**

**CHECKLIST FOR**

**PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

**Department: SSC-15**

**RE: Blanco, et al. v. Autism Learning Partners, et al. (Case No.: 24STCV0197)**

In reviewing your motion for preliminary approval of class action settlement, the Court orders further briefing on the items checked below.

The additional briefing shall be due by \_\_\_\_\_, 2025. Note: if briefing is not filed by said date the hearing will be placed off calendar. Your hearing date set for \_\_\_\_\_, is continued to the first available date of \_\_\_\_\_ at \_\_\_\_\_ in Department 15.

This checklist provides direction on what information and argument the court requires to grant a motion for preliminary approval of a class action settlement. All parties are urged to carefully review the checklist and fully comply with each item that applies to the case in order that the motion may be promptly ruled upon. The content of the motion should follow the same order as this checklist, as that is how the judge and research attorney review the motion.

You should also consider using the form wage and hour settlement agreements now available on the court's website at <https://www.lacourt.org/forms/all> – “Civil Forms” section. With input and unanimous consensus from an Ad Hoc Wage and Hour Committee (chaired by Judge Hogue and Judge Cunningham and comprised of 8 plaintiff's attorneys and 8 defense attorneys), the court has posted: (1) [a form class action settlement agreement](#), (2) [a form class action/PAGA settlement agreement](#), (3) and [a form PAGA settlement agreement](#). Using these forms should cut down on attorney negotiation time and reduce the lag time between a successful mediation and execution of a long form agreement. Filing a motion that is based on a form agreement and includes a redlined copy identifying modifications will also expedite the court's review process and help reduce the current backlog on hearings. These forms are encouraged but entirely optional.

**I. MOVING PAPERS (Motion and Declarations)**

*All facts submitted for the court to consider must be provided in the form of a declaration or other admissible evidence. The court will not consider facts stated only in the motion.*

**A. Introductory Information**

- Summary of the litigation, including identity of the parties, brief procedural history, claims asserted, and general factual basis for the claims.

## **B. Dunk/Kullar Analysis**

- Summary of the case, including the legal and factual basis for each claim. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133 (*Kullar*); *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.)
- Summary of the investigation and discovery conducted, including the specific documents reviewed prior to agreeing to settle the case. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802, as modified Sept. 30, 1996 (*Dunk*.) If counsel's analysis was informed by a data sample, show that the sample is statistically reliable.
- Summary of settlement negotiations, including when the settlement was reached, and whether the parties were assisted by a mediator. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.)
- A summary of the risks, expenses, complexity, and duration of further litigation if the settlement is not approved.
- A summary of the risks of achieving and maintaining class action status.
- Specific information sufficient for the court to make an independent determination that the consideration being received for the release of class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation. (*Kullar, supra*, 168 Cal.App.4th at 129.) This discussion should specify the maximum realistic recovery of each claim asserted in the operative complaint, defenses asserted by Defendant, and any other relevant factors justifying the amount offered in settlement. If the settlement is predicated on a payment plan or is predicated on defendant's financial situation, admissible evidence of Defendant's financial situation should be provided, including appropriate financial documents such as a balance sheet, statement of cash flows, profit and loss statement, and the like.
- If approval of the settlement of class claims is requested together with approval of non-class claims (such as claims under the Labor Code's Private Attorney General Act (PAGA)) discuss why the amount allocated to the non-class claims is fair to those affected. See *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 (*Moniz*).

## **C. Class Certification**

- Numerosity: Total number of members in the settlement class and number of members in each sub-class (if applicable).
- Ascertainability: The manner by which members of the class will be identified and when. (*Noel v. Thrifty Payless* (2019) 7 Cal.5th 955.)

Community of Interest: Discuss specific facts showing that the proposed class representatives have claims or defenses typical of the class and can adequately represent the class. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

Adequacy:

Class Counsel: A summary of Class Counsels' experience and a listing of all prior cases in which each named Class Counsel has been approved by a court to act as lead or co-counsel. (See *Dunk, supra*, 48 Cal.App.4th at p. 1802.)

Class Representative(s): Provide evidence that each proposed class representative has agreed to act as same and understands his or her responsibilities. (See *Soderstedt v. CBIZ Southern California, LLC* (2011) 197 Cal.App.4th 133, 155-156; *Jones v. Farmers Ins. Exchange* (2013) 221 Cal.App.4th 986, 998-999).

#### **D. Claim Requirement (if applicable)**

If class members are required to submit a claim to receive compensation, explain why a claim form is necessary and either 1) provide an estimate of the anticipated claims rate or 2) provide an explanation why a claims rate cannot be provided.

Provide a detailed explanation why a "claims made" settlement is appropriate in this case.

Indicate what actions class counsel will take to encourage claim submission.

Explain why the claims process is not so burdensome that relief would be inaccessible to class members (if applicable).

#### **E. Miscellaneous**

If appropriate, explain why the settlement includes terms that are outside the scope of the operative complaint. (*Trotsky v. Los Angeles Fed. Savings & Loan Assn.* (1975) 48 Cal.App.3d 134, 148.) If approval of settlement of a PAGA claim is requested provide a copy of Plaintiff's notice letter to the LWDA.

If notice will be given in English only, explain why this is sufficient.

A statement of any affirmative obligations to be undertaken by the class member or class counsel and the reason for such obligations.

Provide information regarding any fee splitting agreement and whether the client has given written approval. (*Mark v. Spencer* (2008) 166 Cal.App.4th 219; Rules Prof. Conduct, rule 1.5.1; Cal. Rules of Court, rule 3.769.)

Any agreement that has injunctive relief against a class representative generally is not appropriate in a class action case. Provide the authority and factual reasons why this case is an exception. See *Moniz, supra*, 72 Cal.App.5th at 84. (“[T]he preclusive effect of a prior judgment is determined by the court in which it is asserted, not the court that rendered it.” (*Fireside Bank Cases* (2010) 187 Cal.App.4th 1120, 1131 [115 Cal. Rptr. 3d 80].) )

Explanation as to why any class representative enhancement is reasonable, including what the class representative did beyond the expected services of any class representative. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412; *Radcliffe v. Experian Information Solutions Inc.* (9th Cir. 2013) 715 F.3d 1157, 1165.) In PAGA settlements explanation should be provided as to why an incentive award is appropriate.

## **SETTLEMENT AGREEMENT**

*The settlement agreement should address the following:*

### **A. The Basics**

Class definition. If a PAGA representative action is settled with a proposed Class Settlement consider whether there should be separate definitions for Class Members and Aggrieved Employees.

Class and Release Period: If the class and release periods extend beyond the preliminary approval explain why this is appropriate.

**The escalator clause at Settlement Agreement ¶4.1 provides Defendant with the option to “extend the Class Period and PAGA Period to a point where 577,500 Workweeks and 132,928 Pay Periods are reached respectively.” (¶4.1) However, the parties must resolve any uncertainty regarding the Class Period end date prior to preliminary approval being granted and notice being distributed. Based on current records, the parties and the administrator must review and verify the workweek total and confirm the end date of the Class Period, revise the Class Period definition if needed, and remove the period-shortening option from the escalator clause. Ensure that the notice is modified to match any alterations to the Settlement Agreement.**

### **B. Release of Claims**

**Scope: The scope of any release given by class members must be defined with precision and clarity. Any released claims not presented directly in the operative complaint should be based on the facts alleged in the operative complaint. (See *Amaro v. Anaheim Arena Mgmt.* (2021) 69 Cal. App. 5th 521, 537 and FN. 5; *Uribe v. Crown Building Maintenance Co.* 70 Cal. App. 5th 986, 1005.)**

- **Make ¶6.2 Clear that Class Members are not releasing claims for PAGA penalties which were asserted in the PAGA Notice.**

**Class cases which include a PAGA claim should have a separate release for the PAGA claim tied to the facts alleged in the notice given to the LWDA. *Id.***

- **Make ¶6.3 Clear that Aggrieved Employees are only releasing claims for PAGA penalties and not any underlying wage and hour causes of action.**

If PAGA and Class Settlement: The Release and Notice should provide an explanation that released claims include all PAGA claims that could have been premised on the facts alleged in the Plaintiff's LWDA Letter and aggrieved employees will release PAGA claims even if class members request exclusion from the class. See *Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476.

A Civil Code section 1542 waiver is generally not appropriate in a class action case as to the putative class members (if applicable). Provide the authority and factual reasons why this case is an exception. (*Israel-Curley v. California Fair Plan* (2005) 126 Cal.App.4th 123, 129; *Salehi v. Surfside III Condominium Owners' Assn.* (2011) 200 Cal.App.4th 1146, 1159–1161.)

Release Effective Date: Indicate the point in time at which the release will be deemed effective as to the absent class members. If the release will be effective before settlement funds are paid, explain why this is in the best interest of the class.

Class Data: If there are confidentiality provisions, explain why they are in the best interest of the Class and whether they will impede Class Counsel's ability to discharge fiduciary duties.

### **C. Monetary Terms of Settlement**

Settlement Amount: Indicate the amount of the gross settlement, how and when the settlement will be paid, and information regarding payment plan, if any. If a class claim is being settled with a PAGA claim the amounts allocated should be separated and paid only to the aggrieved employees.

Deductions from the settlement fund: Indicate the amounts to be deducted from the gross settlement for attorneys' fees and costs, plaintiff incentive awards, administrative costs, PAGA payment and allocation of award to LWDA and the parties, and any other existing deductions.

If there are subclasses, explain why the monetary distribution is fair to each subclass. Ensure there is a class representative who fits the definition of each subclass.

Information about how attorney fees will be calculated. The percentage method, with or without a lodestar cross-check, may be used in common fund cases. (*Laffitte v. Robert*

*Half Internat., Inc.* (2016) 1 Cal.5th 480, 503.) In other cases, counsel should fully brief how the fees are calculated.

- If wages are involved, explain how Defendant's share of taxes will be paid.
- Whether, and under what circumstances, amounts may revert to Defendant, and a justification for such reversion (if applicable). (*Cundiff v. Verizon California, Inc.* (2008) 167 Cal.App.4th 718, 728–729.)
- Payment Formula: Amount and manner of distribution of the compensation to each class member, including the estimated amount each class member will receive and the timeline on which payments will be issued.
- Tax allocation of settlement payments.
- Nature of injunctive relief (if any), and valuation of such relief.

#### **D. Notice Administration**

*The following issues regarding notice administration should be addressed in the settlement agreement. A copy of the proposed notice must be attached to the settlement agreement as an exhibit.*

- Indicate the administrator for the settlement and why the bid for administration is fair.
- Provide the qualifications and experience of the Administrator, including evidence that the settlement administrator has procedures in place to protect the security of class data and adequate insurance in the event of a data breach or defalcation of funds.
- Indicate how/when the administrator will receive the class list.
- Indicate whether the list will be updated by the administrator prior to the initial mailing by use of National Change of Address Registry.
- Provide the deadline for the initial issuance of notice to class members.
- Ensure the content of the notice complies with California Rules of Court, rule 3.766(d). In wage and hour cases the notice should indicate the specific amount the class member will receive and how that amount was calculated. A separate breakdown for PAGA payments should be provided. The terms of the release(s) should be reflected in the Notice.**
  - **Revise The Notice to list Dept. 15 and not Dept. 14 as the place of the final approval hearing**

- Ensure the notice accurately reflects the Court’s current social distancing procedures for attendance at hearings and review of court files. (Counsel should check the Court website for most current information.)
- Indicate how and when payments will be processed.
- Indicate how notices returned to the administrator as undeliverable will be handled.
- Explain how re-mailed notices, if any, will be handled. Will class members who receive re-mailed notices be given an extended deadline to respond (i.e., opt-out, object, and dispute workweeks)?
- Explain how notice of any change of the date or location of the final approval hearing will be given.
- Indicate whether there will be a settlement website. If so, provide the URL.
- If publication notice will be given indicate the timing, locations, and manner by which publication notice will be disseminated.
- Explain how notice of final judgment will be given to the class. (Cal. Rules of Court, rule 3.771(b)) (e.g. Posted on administrator’s website.)

**E. Responses to Notice**

- Description of the procedures for submitting written objections, requests for exclusion, claim forms (if applicable) and disputes to estimated payments.
- Indicate the deadline to submit objections, requests for exclusion, claim forms (if applicable), and/or disputes to workweeks. Confirm the deadline is reasonable and that class members who receive re-mailed notices will be given an extension.
- The objection procedure should be the same as the opt-out procedure, with the only requirement being that objections be mailed to the settlement administrator and not filed with the court.
- Do not include language indicating that class members may only be heard at final approval if they have complied with all objection procedures or that they must use specific language to request exclusion, or, if a specific procedure is sought, explain why it is necessary. In general, the court will hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection.

**F. Cy Pres Distribution**

Indicate the length of time from issuance for which settlement checks will remain valid.

Identify the fund to which uncashed checks will be directed and detail the steps that will be taken to ensure compliance with Code of Civil Procedure section 384. The Court's Omnibus Trailer Bill of 2018 replaced the language of the prior statutory distribution scheme under Code of Civil Procedure, section 384 with a requirement that the Court re-open judgments following the final distribution of funds to include the cy pres in the judgment and to include the unclaimed amount, plus an unspecified amount of interest. Such information should be actively contemplated/provided for within the current terms of the settlement.

Explain why the cy pres distribution fills the purposes of the lawsuit or is otherwise appropriate. (*State of California v. Levi Strauss & Co.* (1986) 41 Cal.3d 460, 472; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 722; *Nachshin v. AOL, Inc.* (9th Cir. 2011) 663 F.3d 1034, 1038–1041; *Dennis v. Kellogg Co.* (9th Cir. 2012) 697 F.3d 858, 865; Code Civ. Proc., § 384.)

Provide declarations by all parties and counsel disclosing any interest or involvement (or lack thereof) in the governance or work of the cy pres recipient.

#### **G. MISCELLANEOUS**

**Assure the Settlement Agreement and Notice are consistent and that the Settlement Agreement (including revised versions) has been signed by all parties and counsel. Carefully proofread both.**

- **Counsel failed to execute the Settlement as to form.**

The Settlement Agreement and paperwork derivative thereof should not suggest that the end result of court approval will be dismissal of the Action with prejudice or entry of a Final Judgment and Order dismissing with prejudice all claims. See California Rules of Court, rule 3.769(h).

### **III. EXHIBITS TO THE MOTION**

Provide proof of submission of the proposed settlement agreement to the LWDA. (Lab. Code, § 2699, subd. (1)(2).)

Include a proposed Judgment, which should not include a dismissal or any findings not contained in the Final Approval Order. (Cal. Rules of Court, rule 3.769(h).)

**All documents electronically filed must comply with the Rules of Court, including 2.256(b)(3) which specifies: "The document must be text searchable when technologically feasible without impairment of the document's image." The same search functionality is required by Los Angeles Superior Court Local Rule 3.4(f)(1).**

**Also, all electronic documents and exhibits should be bookmarked, as set forth in Los Angeles Superior Court Local Rule 3.4(f)(3), available on the Court website.**

**If the Settlement Agreement is modified pursuant to this checklist, please submit both a red-lined copy showing changes made as well as a final version signed by all parties and counsel. Do not submit an addendum in lieu of a full amended settlement agreement including all operative settlement terms.**

**Modify notice to match any alterations to the Settlement Agreement.**

Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
JUDICIAL OFFICER

# **EXHIBIT 2**

# NOTICE OF CLASS, COLLECTIVE AND PAGA REPRESENTATIVE ACTION SETTLEMENT

*Rhina Blanco, et al. v. Autism Learning Partners, et al.*

Superior Court of California for the County of Los Angeles, Case No. 24STCV01979

## **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

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

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

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

**YOU ARE NOTIFIED THAT:** A class action settlement has been reached between Plaintiff Rhina Blanco ("Plaintiff Blanco"), Plaintiff Carlos Gonzalez ("Plaintiff Gonzalez") and Defendants Autism Learning Partners, Autism Learning Partners, LLC, Pacific Child & Family Associates, LLC, Proof Positive ABA Therapies, LLC, Children's Learning Connection, Inc., and A is for Apple, Inc. ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Rhina Blanco, et al. v. Autism Learning Partners, et al.*, Los Angeles County Superior Court, Case No. 24STCV01979 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

## **I. IMPORTANT DEFINITIONS**

"**Class**" means all California current and former hourly-paid or non-exempt employees who worked for Defendants during the Class Period.

"**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 an Aggrieved Employee).

"**Class Period**" means the period from January 24, 2020 through April 18, 2025.

"**Class Settlement**" means the settlement and release of Released Class Claims (described in Section III.D below).

"**Aggrieved Employees**" means all California non-exempt employees employed by Defendants during the PAGA Period.

"**PAGA Settlement**" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"**PAGA Period**" means the time period from November 20, 2022 through January 24, 2025.

## **II. BACKGROUND OF THE ACTION**

On November 20, 2023, Plaintiff Blanco provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of her intent to pursue civil penalties for alleged violations of the California Labor Code ("Blanco's LWDA Letter"). On January 24, 2024, Plaintiff Blanco filed a Class Action Complaint for Restitution in the Los Angeles County Superior Court, Case No. 24STCV01979. On February 9, 2024, Plaintiff Gonzalez provided written notice to the LWDA and Defendants of his intent to pursue civil penalties for alleged violations of the California Labor Code ("Gonzalez's LWDA Letter"). On November 22, 2024, Plaintiff Blanco and Plaintiff Gonzalez (collectively, "Plaintiffs") separately provided amended written notice to the LWDA and Defendants of their intent to pursue civil penalties for alleged violations of the California Labor Code ("Amended LWDA Letter"). On February 24, 2024, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint" or "Operative Complaint").

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, pay reporting time pay, pay vacation pay, pay sick pay at the legal pay rate, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result,

the Parties reached a settlement. The Parties have since entered into the Class, Collective and PAGA Representative Action Settlement Agreement and Class Notice (“Agreement,” “Settlement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Rhina Blanco and Plaintiff Carlos Gonzalez as representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.  
Joanna Ghosh, Esq.  
Ryan Slinger, Esq.  
**Lawyers for Justice, PC**  
450 North Brand Boulevard, Suite 900  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Class Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Class Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section V below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount to be paid by Defendants is \$2,500,000.00 (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to 33.33% of the Gross Settlement Amount (i.e., \$833,333.33 if the Gross Settlement Amount remains \$2,500,000.00) (“Class Counsel Fees”) and reimbursement of litigation costs and expenses in an amount up to \$25,000.00 (“Class Counsel Litigation Costs”) to Class Counsel; (2) Class Representative Service Payment in an amount up to \$7,500.00 to each Plaintiff; (3) Administration Expenses in an amount up to \$60,000.00 to the Settlement Administrator; and (4) the amount of \$750,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$562,500.00) to the LWDA (“LWDA PAGA Payment”) and the remaining 25% (i.e., \$187,500.00) will be distributed to Aggrieved Employees (“Employee PAGA Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Class Payment”) based on the number of weeks during which a Class Member worked for Defendants, for at least one day, during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplied the result by each Participating Class Member’s Workweeks to arrive at each Class Members’ Individual Class Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Class Payment, net of applicable taxes.

Each Individual Class Payment will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% penalties and interest, which will be reported on an IRS Form 1099. Each Individual Class Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Class Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Class Payments (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of Pay Periods during which an Aggrieved Employee

worked for Defendants for at least one day during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator has divided the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplied the result by each Aggrieved Employee’s PAGA Pay Periods to arrive at each Aggrieved Employee’s Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Class Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

**B. Your Workweeks Based on Defendants’ Records**

According to Defendants’ records:

**From January 24, 2020 through April 18, 2025 (i.e., Class Period), you are credited with << >> Workweeks.**

**From November 20, 2022 through January 24, 2025 (i.e., PAGA Period), you are credited with << >> PAGA Pay Periods.**

If you wish to challenge the Workweeks credited to you, you may do so by communicating with the Administrator via fax, email, or mail. If you wish to challenge the Workweeks credited to you, you must do so **no later than [Response Deadline]**.

**C. Your Estimated Individual Class Payment and Individual PAGA Payment**

As explained above, your estimated Individual Class Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you. Under the terms of the Settlement:

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

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$<< >> and will be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

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

**D. Release of Claims**

Upon the Effective Date, Plaintiffs and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiffs, the State of California, and Aggrieved Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims asserted in the Action, as amended, and/or arising from the facts alleged in the Action or the PAGA Notice, as amended, or that could have been raised in the Action or the PAGA Notice based on the facts alleged, to the extent permitted by law. The Released Class Claims do not include claims for PAGA penalties which were asserted in the PAGA Notice. The Released Class Claims include all claims as amended, including, but not limited to claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; pay split shift pay; payment for all hours worked, including off-the-clock work; inaccurate wage statements; failure to keep accurate payroll records; failure to timely pay wages; failure to timely pay final wages; failure to pay sick pay; failure to provide expense reimbursement; failure to pay reporting time pay;

failure to pay vested vacation time or PTO at termination; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 500-556, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802; the Wage Orders of the California Industrial Welfare Commission; the California Business and Professions Code section 17200, et seq.; the California common law of contract; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. section 201 et seq.; 29 CFR 778.223; 29 CFR 778.315; and federal common law. This release excludes the release of claims not permitted by law. This release excludes the release of claims not permitted by law.

“Released PAGA Claims” means all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiffs’ Operative Complaint, as amended, and/or in the PAGA Notice, as amended, including, but not limited to claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; pay split shift pay; payment for all hours worked, including off-the-clock work; inaccurate wage statements; failure to keep accurate payroll records; failure to timely pay wages; failure to timely pay final wages; failure to pay sick pay; failure to provide expense reimbursement; failure to pay reporting time pay; failure to pay vested vacation time or PTO at termination; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 206, 210, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 500-556, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802); the Wage Orders of the California Industrial Welfare Commission. The Released PAGA Claims are limited to the PAGA Period, only include claims for PAGA penalties and do not release claims for any underlying wage and hour causes of action.

“Released Parties” means Autism Learning Partners, Autism Learning Partners, LLC, Pacific Child & Family Associates, LLC, Proof Positive ABA Therapies, LLC, Children’s Learning Connection, Inc., A is for Apple, Inc, and each and all of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.

**E. Class Counsel Fees and Litigation Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to thirty three and one-third percent (33.33%) of the Gross Settlement Amount (i.e., an amount of up to \$833,333.33 if the Gross Settlement Amount is \$2,500,000.00) (“Class Counsel Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (“Class Counsel Litigation Costs”), subject to approval by the Court. The Class Counsel Fees and Litigation Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and the Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Class Representative Service Payment to Plaintiffs**

Plaintiffs will each seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”), in recognition of their services in connection with the Action and their broader individual release and waiver of claims. The Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Class Payment and/or Individual PAGA Payment that Plaintiffs may be entitled to under the Settlement.

**G. Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Sixty Thousand Dollars (\$60,000.00) (“Administration Expenses”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Challenges to Workweeks and/or PAGA Pay Periods, calculating and distributing payments, and preparing

and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

#### **IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?**

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendants are expected to fund the Gross Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes no later than forty-five (45) calendar days after the Effective Date, and distributions of Individual Class Payments to Class Members and Individual PAGA Payments to Aggrieved Employees are expected to occur within fourteen (14) calendar days after the funding of the Gross Settlement Amount.

“Effective Date” means the date on which the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for Final Approval enters Judgment and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.

#### **V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

##### **A. Participate in the Settlement**

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

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

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

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorneys’ fees and expenses.

##### **B. Request Exclusion from the Class Settlement**

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the Class Members’ name, address, telephone number and the last four digits of the Class Member’s Social Security number and/or the Employee ID number, (b) contain a clear statement that you request to be excluded from the Class Settlement similar to the following: “I wish to exclude myself from the settlement with ALP. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”; and (c) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]  
[Address]

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

##### **C. Object to the Class Settlement**

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at

the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action (*Rhina Blanco, et al. v. Autism Learning Partners, et al.*, Los Angeles County Superior Court, Case No. 24STCV01979); (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature (or signature of your authorized representative); (3) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection; (4) attach any supporting materials that you wish to rely upon for your objection; (5) state whether you are represented by an attorney and identify the attorney; (6) state whether you or your attorney intend to appear at the Final Approval Hearing; and (7) be mailed to the Settlement Administrator at the address listed in Section V.B above, postmarked **no later than [Response Deadline]**.

## **VI. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 15 of the Los Angeles Superior Court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **<<date>>**, at **<<time>>**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel Fees and Litigation Costs to Class Counsel, Class Representative Service Payment to Plaintiffs, and Administration Expenses to the Settlement Administrator.

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

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: **[Insert appropriate URL]**.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: **[Insert appropriate URL]**.

## **VII. ADDITIONAL INFORMATION**

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

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 312 North Spring Street, Los Angeles, California 90012, during business hours, or online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>.

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: **[Settlement Administrator Website]**.

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

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

# **EXHIBIT 3**

# NOTICE OF CLASS, COLLECTIVE AND PAGA REPRESENTATIVE ACTION SETTLEMENT

*Rhina Blanco, et al. v. Autism Learning Partners, et al.*

Superior Court of California for the County of Los Angeles, Case No. 24STCV01979

## PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

**YOU ARE NOTIFIED THAT:** A class action settlement has been reached between Plaintiff Rhina Blanco ("Plaintiff Blanco"), Plaintiff Carlos Gonzalez ("Plaintiff Gonzalez") and Defendants Autism Learning Partners, Autism Learning Partners, LLC, Pacific Child & Family Associates, LLC, Proof Positive ABA Therapies, LLC, Children's Learning Connection, Inc., and A is for Apple, Inc. ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Rhina Blanco, et al. v. Autism Learning Partners, et al.*, Los Angeles County Superior Court, Case No. 24STCV01979 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

## **I. IMPORTANT DEFINITIONS**

"Class" means all California current and former hourly-paid or non-exempt employees who worked for Defendants during the Class Period.

"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 an Aggrieved Employee).

"Class Period" means the period from January 24, 2020 through ~~November 10, 2024, except as may be modified pursuant to the terms of the Settlement Agreement~~ April 18, 2025.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"Aggrieved Employees" means all California non-exempt employees employed by Defendants during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from November 20, 2022 through ~~January 24, 2025~~ ~~November 10, 2024, except as may be modified pursuant to the terms of the Settlement Agreement.~~

## **II. BACKGROUND OF THE ACTION**

On November 20, 2023, Plaintiff Blanco provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of her intent to pursue civil penalties for alleged violations of the California Labor Code ("Blanco's LWDA Letter"). On January 24, 2024, Plaintiff Blanco filed a Class Action Complaint for Restitution in the Los Angeles County Superior Court, Case No. 24STCV01979. On February 9, 2024, Plaintiff Gonzalez provided written notice to the LWDA and Defendants of his intent to pursue civil penalties for alleged violations of the California Labor Code ("Gonzalez's LWDA Letter"). On November 22, 2024, Plaintiff Blanco and Plaintiff Gonzalez (collectively, "Plaintiffs") separately provided amended written notice to the LWDA and Defendants of their intent to pursue civil penalties for alleged violations of the California Labor Code ("Amended LWDA Letter"). On February 24, 2024, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint" or "Operative Complaint").

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, pay reporting time pay, pay vacation pay, pay sick pay at the legal pay rate, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class, Collective and PAGA Representative Action Settlement Agreement and Class Notice (“Agreement,” “Settlement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Rhina Blanco and Plaintiff Carlos Gonzalez as representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.  
Joanna Ghosh, Esq.  
~~Tara Zabehi, Esq.~~  
~~Ryan Slinger~~ ~~Connie Lee~~, Esq.  
**Lawyers for Justice, PC**  
450 North Brand Boulevard, Suite 900  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Class Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Class Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section V below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount to be paid by Defendants is \$2,500,000.00 (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to 33.33% of the Gross Settlement Amount (i.e., \$833,333.33 if the Gross Settlement Amount remains \$2,500,000.00) (“Class Counsel Fees”) and reimbursement of litigation costs and expenses in an amount up to \$25,000.00 (“Class Counsel Litigation Costs”) to Class Counsel; (2) Class Representative Service Payment in an amount up to \$7,500.00 to each Plaintiff; (3) Administration Expenses in an amount up to \$60,000.00 to the Settlement Administrator; and (4) the amount of \$750,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$562,500.00) to the LWDA (“LWDA PAGA Payment”) and the remaining 25% (i.e., \$187,500.00) will be distributed to Aggrieved Employees (“Employee PAGA Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Class Payment”) based on the number of weeks during which a Class Member worked for Defendants, for at least one day, during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplied the result by each Participating Class Member’s Workweeks to arrive at each Class Members’ Individual Class Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Class Payment, net of applicable taxes.

Each Individual Class Payment will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% penalties and interest, which will be reported on an IRS Form 1099. Each Individual Class Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Class Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Class Payments (“Employer

Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the **Employee PAGA Amount** (“Individual PAGA Payment”), based on the number of Pay Periods during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator has divided the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplied the result by each Aggrieved Employee’s PAGA Pay Periods to arrive at each Aggrieved Employee’s Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Class Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

#### **B. Your Workweeks Based on Defendants’ Records**

According to Defendants’ records:

**From January 24, 2020 through ~~November 10, 2024~~ April 18, 2025 (i.e., Class Period), you are credited with << >> Workweeks.**

**From November 20, 2022 through January 24, 2025 ~~November 10, 2024~~ (i.e., PAGA Period), you are credited with << >> PAGA Pay Periods.**

If you wish to challenge the Workweeks credited to you, you may do so by communicating with the Administrator via fax, email, or mail. If you wish to challenge the Workweeks credited to you, you must do so **no later than [Response Deadline]**.

#### **C. Your Estimated Individual Class Payment and Individual PAGA Payment**

As explained above, your estimated Individual Class Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you. Under the terms of the Settlement:

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

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$<< >> and will be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

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

#### **D. Release of Claims**

Upon the Effective Date, Plaintiffs and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiffs, the State of California, and Aggrieved Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims asserted in the Action, as amended, and/or arising from the facts alleged in the Action or the PAGA Notice, as amended, or that could have been raised in the Action or the PAGA Notice based on the facts alleged, to the extent permitted by law. **The Released Class Claims do not include claims for PAGA penalties which were asserted in the PAGA Notice.** The Released Class Claims include all claims as amended, including, but not limited to claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal

period, rest period, and/or recovery period premiums; pay split shift pay; payment for all hours worked, including off-the-clock work; inaccurate wage statements; failure to keep accurate payroll records; failure to timely pay wages; failure to timely pay final wages; failure to pay sick pay; failure to provide expense reimbursement; failure to pay reporting time pay; failure to pay vested vacation time or PTO at termination; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 500-556, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802; the Wage Orders of the California Industrial Welfare Commission; the California Business and Professions Code section 17200, et seq.; the California common law of contract; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. section 201 et seq.; 29 CFR 778.223; 29 CFR 778.315; and federal common law. This release excludes the release of claims not permitted by law. This release excludes the release of claims not permitted by law.

“Released PAGA Claims” means all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiffs’ Operative Complaint, as amended, and/or in the PAGA Notice, as amended, including, but not limited to claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; pay split shift pay; payment for all hours worked, including off-the-clock work; inaccurate wage statements; failure to keep accurate payroll records; failure to timely pay wages; failure to timely pay final wages; failure to pay sick pay; failure to provide expense reimbursement; failure to pay reporting time pay; failure to pay vested vacation time or PTO at termination; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 206, 210, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 500-556, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802); the Wage Orders of the California Industrial Welfare Commission. The Released PAGA Claims are limited to the PAGA Period, only include claims for PAGA penalties and do not release claims for any underlying wage and hour causes of action.

“Released Parties” means Autism Learning Partners, Autism Learning Partners, LLC, Pacific Child & Family Associates, LLC, Proof Positive ABA Therapies, LLC, Children’s Learning Connection, Inc., A is for Apple, Inc, and each and all of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.

#### **E. Class Counsel Fees and Litigation Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to thirty three and one-third percent (33.33%) of the Gross Settlement Amount (i.e., an amount of up to \$833,333.33 if the Gross Settlement Amount is \$2,500,000.00) (“Class Counsel Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (“Class Counsel Litigation Costs”), subject to approval by the Court. The Class Counsel Fees and Litigation Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and the Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

#### **F. Class Representative Service Payment to Plaintiffs**

Plaintiffs will each seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”), in recognition of their services in connection with the Action and their broader individual release and waiver of claims. The Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Class Payment and/or Individual PAGA Payment that Plaintiffs may be entitled to under the Settlement.

#### **G. Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Sixty Thousand Dollars (\$60,000.00) (“Administration

Expenses”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Challenges to Workweeks and/or PAGA Pay Periods, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

#### **IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?**

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendants are expected to fund the Gross Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes no later than forty-five (45) calendar days after the Effective Date, and distributions of Individual Class Payments to Class Members and Individual PAGA Payments to Aggrieved Employees are expected to occur within fourteen (14) calendar days after the funding of the Gross Settlement Amount.

“Effective Date” means the date on which the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for Final Approval enters Judgment and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.

#### **V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

##### **A. Participate in the Settlement**

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

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

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

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorneys’ fees and expenses.

##### **B. Request Exclusion from the Class Settlement**

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the Class Members’ name, address, telephone number and the last four digits of the Class Member’s Social Security number and/or the Employee ID number, (b) contain a clear statement that you request to be excluded from the Class Settlement similar to the following: “I wish to exclude myself from the settlement with ALP. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”; and (c) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]  
[Address]

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

### **C. Object to the Class Settlement**

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action (*Rhina Blanco, et al. v. Autism Learning Partners, et al.*, Los Angeles County Superior Court, Case No. 24STCV01979); (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature (or signature of your authorized representative); (3) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection; (4) attach any supporting materials that you wish to rely upon for your objection; (5) state whether you are represented by an attorney and identify the attorney; (6) state whether you or your attorney intend to appear at the Final Approval Hearing; and (7) be mailed to the Settlement Administrator at the address listed in Section V.B above, postmarked **no later than [Response Deadline]**.

### **VI. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 154 of the Los Angeles Superior Court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **<<date>>**, at **<<time>>**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel Fees and Litigation Costs to Class Counsel, Class Representative Service Payment to Plaintiffs, and Administration Expenses to the Settlement Administrator.

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

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: **[Insert appropriate URL]**.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: **[Insert appropriate URL]**.

### **VII. ADDITIONAL INFORMATION**

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

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 312 North Spring Street, Los Angeles, California 90012, during business hours, or online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>.

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: **[Settlement Administrator Website]**.

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

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

# **EXHIBIT 4**

## **AMENDED CLASS, COLLECTIVE AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE**

This Amended Class, Collective, and PAGA Representative Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Rhina Blanco and Carlos Gonzalez (“Plaintiffs”) and Defendants Autism Learning Partners; Autism Learning Partners, LLC; Pacific Child & Family Associates, LLC; Proof Positive ABA Therapies, LLC; Children’s Learning Connection, Inc., A is for Apple, Inc. (“ALP” or “Defendants”). The Agreement refers to Plaintiffs and ALP collectively as “Parties,” or individually as “Party.”

### **1. DEFINITIONS.**

- 1.1. “Action” means Plaintiff Rhina Blanco’s lawsuit against Defendants captioned *Blanco v. Autism Learning Partners, LLC, et al.*, Los Angeles Superior Court Case No. 24STCV01979, initiated on January 24, 2024 and pending in the Superior Court of California of the State of California, County of Los Angeles, and which will be amended per the terms of this Agreement.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with the Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all California non-exempt employees employed by Defendants during the PAGA Period.
- 1.5. “Class” means all California current and former hourly-paid or non-exempt employees who worked for Defendants during the Class Period.
- 1.6. “Class Counsel” means Lawyers *for* Justice, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Costs Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and costs, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in ALP’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement 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 an Aggrieved Employee).

- 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 traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court Approved Notice of Class Action Settlement, to be mailed to Class Members in English, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from January 24, 2020 through April 18, 2025.
- 1.13. “Class Representatives” means the named Plaintiffs Rhina Blanco and Carlos Gonzalez in the Operative Complaint in the Action (once filed) seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means, in exchange for the execution of a stand-alone general release of all claims, the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles, the forum where the Motion for Preliminary Approval will be filed.
- 1.16. “Defendants” and “ALP” mean named Defendants Autism Learning Partners; Autism Learning Partners, LLC; Pacific Child & Family Associates, LLC; Proof Positive ABA Therapies, LLC; Children’s Learning Connection, Inc., A is for Apple, Inc.
- 1.17. “Defense Counsel” means Paul Berkowitz and Raymond Nhan of Sheppard, Mullin, Richter, and Hampton LLP.
- 1.18. “Effective Date” means the date on which the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for Final Approval enters Judgment and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.

- 1.19. “Employee Paid Taxes” means taxes paid by an individual employee, including Federal Insurance Contributions Act, federal income tax, state disability insurance, state income tax payments.
- 1.20. “Employer Paid Taxes” means taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.
- 1.21. “Final Approval” or “Final Award” means the Court’s order granting final approval of the Settlement.
- 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means \$2,500,000.00 which is the total gross amount ALP agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments (including all Employee Paid Taxes), Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Costs, Class Representative Service Payments, and the Administrator’s Expenses. ALP will be responsible for any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments to Class Members, which shall be paid separate and in addition to the Gross Settlement Amount.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks worked during the Class Period, less any and all Employee Paid Taxes required by law as a result of the payment of the amount allocated to such Class Member as set forth herein.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699(i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699(i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel

Fees Payment, Class Counsel Litigation Costs Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Class Members as Individual Class Payments, including all Employee Paid Taxes.

- 1.30. “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.
- 1.31. “Objection to Settlement” a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employees social security number or employee ID number and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.
- 1.32. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for ALP for at least one day during the PAGA Period.
- 1.33. “PAGA Period” means the period from November 20, 2022 through January 24, 2025.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code sections 2698, *et seq.*).
- 1.35. “PAGA Notice” means Plaintiff Rhina Blanco’s November 20, 2023 letter to ALP and the LWDA providing notice pursuant to Labor Code section 2699.3(a), Case No. LWDA-CM-995430-23, including any amendment of the PAGA Notice submitted by Plaintiffs as required by this Agreement.
- 1.36. “PAGA Penalties” means the total amount of \$750,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$187,500.00) and the 75% to LWDA (\$562,500.00) in settlement of PAGA claims.
- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38. “Pay Period” means a pay period during which an Aggrieved Employee worked for ALP, for at least one day, during the PAGA Period.
- 1.39. “Plaintiffs” mean Rhina Blanco and Carlos Gonzalez, the named plaintiffs in the Action.
- 1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.41. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.42. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.43. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.44. “Released Parties” means: Autism Learning Partners, Autism Learning Partners, LLC, Pacific Child & Family Associates, LLC, Proof Positive ABA Therapies, LLC, Children’s Learning Connection, Inc., A is for Apple, Inc, and each and all of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.
- 1.45. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the class claims. The request for exclusion should contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to exclude myself from the settlement with ALP. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The request for exclusion shall not be effective as to the release of claims arising under PAGA.
- 1.46. “Response Deadline” means 45 calendar days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the

Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired.

- 1.47. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment. The back of the Settlement Payment Check shall state, immediately below the space where the check is to be endorsed by the payee: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the *Rhina Blanco, et al. v. Autism Learning Partners, LLC, et al.*, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”
- 1.48. “Settlement Payment Check” means the payment to Class Members and/or Aggrieved Employees.
- 1.49. “Workweek” means any week during which a Class Member worked for ALP, for at least one day, during the Class Period.

## 2. RECITALS.

- 2.1. On January 24, 2024, Plaintiff Rhina Blanco commenced this Action by filing a Complaint alleging causes of action against ALP for a violation of: (1) the Private Attorneys General Act of 2004, which seeks penalties and (2) a violation of the California Unfair Competition Law, Business & Professions Code §§ 17200, *et seq.*

In connection with this settlement (and for settlement purposes only), as more fully described in Paragraph 7 herein, the Parties agree to stipulate to Plaintiffs filing a First Amended Complaint, referred to herein as the “Operative Complaint,” in the Action. For purposes of effecting settlement only, at least 65 calendar days prior to filing the Operative Complaint in this Action, Plaintiffs will file an amended letter with the LWDA pursuant to Labor Code section 2699.3(a) based on the claims resolved and negotiated, specifically including a claim pursuant to Labor Code sections 227.3, 246, 248.5, and the Fair Labor Standards Act (“FLSA”), 29 U.S.C. sections 201, *et seq.* Moreover, in the Operative Complaint, Plaintiff Carlos Gonzalez shall be added as a named Plaintiff, add Defendant A is for Apple, Inc. and Plaintiffs shall add claims for the underlying Labor Code claims that are raised in their PAGA Notice, including amended letter filed with the LWDA, as well as the following causes of action: (1) violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Meal Period Premiums); (3) violation of California Labor Code § 226.7 (Failure to Provide Compliant Meal Periods and Rest Period Premiums); (4) violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum

Wages); (5) violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) violation of California Labor Code § 2800 and 2802 (Unreimbursed Business Expenses); (10) violation of California Labor Code § 1198 (Failure to Pay Reporting Time Pay); (11) violation of California Labor Code § 227.3 (Failure to Provide Vacation Pay); and (12) violation of California Labor Code § 246 and 248.5 (Failure to Pay Sick Pay at the Legal Pay Rate). The stipulation for the amendment will be null and void if final approval is not granted and judgment not entered, and the Operative Complaint will have no further effect.

ALP denies the allegations in the Complaint and the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies all liability for the causes of action alleged.

- 2.2. Before mediation and in negotiating the Settlement, Plaintiffs obtained, through conducting informal discovery, relevant information from ALP, including but not limited to, employee time and payroll records, records relating to Plaintiff, ALP's policy documents, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk / Kullar*").
- 2.3. The Court has not yet granted class certification.
- 2.4. By entering into this Agreement, ALP does not waive any of its rights to enforce any arbitration agreement that any Aggrieved Employee or Class Member has signed.

### **3. MONETARY TERMS.**

- 3.1. Gross Settlement Amount. ALP promises to pay the total gross amount of \$2,500,000.00 and no more as the Gross Settlement Amount and to separately pay any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments. ALP has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ALP.

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

3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representatives of \$7,500.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). ALP will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. A reduction by the Court of the Class Representative Service Payment shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for all Employee Paid Taxes owed on the Class Representatives Service Payment. The Class Representative Service Payment will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement, and is conditioned on the execution by Plaintiffs of a stand-alone settlement agreement and general release of all claims.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be \$833,333.33 and a Class Counsel Litigation Costs Payment of not more than \$25,000.00. ALP will not oppose requests for these payments provided that the requested costs and fees do not exceed these amounts. Plaintiffs and/or Class Counsel will seek to recover such payments as part of their Motion for Final Approval which will be filed no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Costs Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Costs Payment. A reduction by the Court of either the Class Counsel Fee Payment and/or Class Counsel Litigation Costs Payment(s) shall not be grounds to nullify this Agreement. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Costs Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Costs Payment and holds ALP harmless, and indemnifies ALP, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$60,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$60,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments: 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms, if applicable. Participating Class Members assume full responsibility and liability for any Employee Paid Taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members shall still receive an Individual PAGA Payment.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$750,000 to be paid from the Gross Settlement Amount, with 75% (\$562,500.00) allocated to the LWDA PAGA Payment and 25% (\$187,500.00) allocated to the Individual PAGA Payments as a satisfaction and release of the Released PAGA claims.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms and 100% of such payments will be allocated as penalties.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and Aggrieved Employee Pay Periods/Escalator Clause. Based on a review of its records to date, as of October 21, 2025, ALP estimates there are 13,251 Class Members who collectively worked an estimated total of 525,000 Workweeks, and 7,730 Aggrieved Employees who worked a total 120,844 PAGA Pay Periods.

4.2. Class Data. Not later than fifteen (15) court days after the Court grants Preliminary Approval of the Settlement, ALP will simultaneously 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 this 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 this Agreement. ALP 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 ALP 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.

4.3. Funding of Gross Settlement Amount. ALP shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the Employer Paid Taxes by transmitting the funds to the Administrator no later than 45 calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after ALP funds the Gross Settlement Amount, the Administrator will 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 Litigation Costs Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class

Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384(b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ALP 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.

**6. RELEASES OF CLAIMS.** Effective on the date when ALP fully funds the entire Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 6.1 Plaintiffs' Release. As a condition of receiving any portion of the Class Representative Service Payment, Plaintiffs, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with ALP

and their compensation while so employed (“Plaintiffs’ Release”). Plaintiffs’ Release includes all claims asserted in the Action and/or arising from or related to the facts and claims alleged in the Action or the PAGA Notice (including any amended PAGA Notice), or that could have been raised in the Action or the PAGA Notice based on the facts and claims alleged. Plaintiffs’ Release includes, but is not limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/ interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period; failure to pay split shift pay; failure to pay sick pay, and/or recovery period premiums; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; inaccurate wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; failure to pay reporting time pay; failure to pay vested vacation time or PTO at termination; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys’ fees and costs. Plaintiffs’ Release includes all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2800 and 2802); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Equal Pay Act of 1949; the California Fair Pay Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure section 1021.5; California Code of Civil Procedure section 1281.98; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. sections 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. sections 1001, *et seq.* (ERISA). Plaintiffs’ Release also includes all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys’ fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law. This release is intended to have the broadest possible application. Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or

to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. The specific terms of Plaintiffs' Release will be detailed in a stand-alone individual settlement agreement.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.**

6.2 Release by Participating Class Members: Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The Released Class Claims include all claims asserted in the Action, as amended, and/or arising from the facts alleged in the Action or the PAGA Notice, as amended, or that could have been raised in the Action or the PAGA Notice based on the facts alleged, to the extent permitted by law. The Released Class Claims do not include claims for PAGA penalties which were asserted in the PAGA Notice. The Released Class Claims include all claims as amended, including, but not limited to claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; pay split shift pay; payment for all hours worked, including off-the-clock work; inaccurate wage statements; failure to keep accurate payroll records; failure to timely pay wages; failure to timely pay final wages; failure to pay sick pay; failure to provide expense reimbursement; failure to pay reporting time pay; failure to pay vested vacation time or PTO at termination; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 500-556, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802; the Wage Orders of the California Industrial Welfare Commission; the California Business and Professions Code section 17200, *et seq.*; the California common law of contract; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. section 201 *et seq.*; 29 CFR 778.223; 29 CFR

778.315; and federal common law. This release excludes the release of claims not permitted by law. This release excludes the release of claims not permitted by law.

Participating Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Actions for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA asserted in the Action, arising from or related to the facts and claims alleged in the Action, or that could have been alleged in the Action based on the facts and claims alleged in the Action, as amended, during the Class Period. Only those Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.

The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the [Actions], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018).

This release excludes the release of claims not permitted by law.

- 6.3 Release by Aggrieved Employees: Plaintiffs, the LWDA, and the State of California through Plaintiffs as its agent and/or proxy, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiffs’ Operative Complaint, as amended, and/or in the PAGA Notice, as amended, including, but not limited to claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; pay split shift pay; payment for all hours worked, including off-the-clock work; inaccurate wage statements; failure to keep accurate payroll records; failure to timely pay wages; failure to timely pay final wages; failure to pay sick pay; failure to provide expense reimbursement; failure to pay reporting time pay; failure to

pay vested vacation time or PTO at termination; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 206, 210, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 500-556, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802); the Wage Orders of the California Industrial Welfare Commission; (“Released PAGA Claims”). The Released PAGA Claims are limited to the PAGA Period, only include claims for PAGA penalties and do not release claims for any underlying wage and hour causes of action. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

- 7. MOTION FOR PRELIMINARY APPROVAL AND STIPULATION TO AMEND COMPLAINT.** Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Los Angeles County Superior Court and the Court’s current requirements for Preliminary Approval, as applicable. Prior to the filing of the Motion for Preliminary Approval and for the purposes of approval of this Settlement only, Plaintiffs will file an amended PAGA Notice adding a claim under Labor Code sections 227.3, 246 and 248.5. Sixty-five days after the filing of the amended PAGA Notice by Plaintiffs, Plaintiffs shall file a First Amended Complaint (the “Operative Complaint”). The Operative Complaint shall add Plaintiff Carlos Gonzalez as a plaintiff and named class representative, and shall include claims under the California Labor Code for the following violations: (1) failure to pay overtime pursuant to California Labor Code sections 510 and 1198; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512(a); (3) failure to provide rest periods pursuant to California Labor Code section 226.7; (4) failure to pay minimum wages pursuant to California Labor Code sections 1194, 1197, and 1197.1, (5) failure to timely pay wages upon termination pursuant to California Labor Code sections 201 and 202; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204; (7) failure to provide complete and accurate wage statements pursuant to California Labor Code section 226(a); (8) failure to keep complete and accurate payroll records pursuant to California Labor Code section 1174(d); (9) failure to reimburse for necessary business-related expenses pursuant to California Labor Code sections 2800 and 2802; (10) failure to provide reporting time pay pursuant to California Labor Code section 1198; (11) failure to pay vacation wages pursuant to California Labor Code section 227.3; and (12) failure to pay sick pay at the legal rate of pay pursuant to California Labor Code section 246 and 248.5.

If, for any reason, the referenced stipulation to amend is not approved by the Court, the Parties will meet and confer in good faith regarding the appropriate process to obtain approval to the Operative Complaint. If approval to amend is not approved by the Court, this Agreement shall be null and void. This Agreement is expressly conditioned on the Court approving the Operative Complaint. Such stipulation and the Operative Complaint shall be null and void and will have no force or effect if the settlement does not receive Final Approval.

- 7.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to ALP’s Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft

of the notice, and memorandum in support, of the Motion for Preliminary Approval; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator; and (vi) provide the necessary statutory notice to the LWDA regarding the settlement of the PAGA claims asserted in the Operative Complaint by submitting a copy of the settlement to the LWDA at the same time of the filing of the Motion for Preliminary Approval with the Court, and Final Approval or Judgment.

7.2 Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval, and providing the necessary statutory notice to the LWDA regarding the settlement of the PAGA claims asserted in the Operative Complaint, final approval, and judgment being entered in this case. All Parties shall appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.3 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **8. SETTLEMENT ADMINISTRATION.**

8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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.

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

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF").

#### 8.4 Notice to Class Members.

8.4.1 No later than three (3) court 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 Members, Workweeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit 1. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 No later than 3 court days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 45 calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, ALP or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

#### 8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion should contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the settlement with Autism Learning Partners, et al. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Any Class Member that is also an Eligible Aggrieved Employee may exclude themselves from the Class Settlement but may not be excluded from the PAGA Settlement and will be issued their Individual PAGA Payment.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 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 release under Paragraphs 6.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 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. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment regardless of their decision to opt-out of the class portion of the Settlement.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination to the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Costs Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice was re-mailed).

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

8.7.4 Aggrieved Employees shall not have the right to object to the PAGA claims, and all Aggrieved Employees, including Non-Participating Class Members, shall be entitled to an Individual PAGA Payment.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post

information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, and the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2           Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 court 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 (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3           Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include and provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4           Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5           Administrator’s Declaration. In advance of the filing of Plaintiffs’ Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. If requested by the Parties or the Court, within 10 court days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 court days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 9. ALP'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, ALP may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if ALP withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ALP will remain responsible for paying all Settlement Administration Expenses incurred to that point. ALP must notify Class Counsel and the Court of its election to withdraw not later than seven calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
- 10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel within a reasonable time period prior to filing the Motion for Final Approval for their review and comment. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 such time as 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.
- 10.5 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), this Agreement shall be null and void. The Parties shall nevertheless 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 Service Payment 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.

**11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

**12. ADDITIONAL PROVISIONS.**

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ALP that any of the allegations in the Operative Complaint have merit or that ALP has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that ALP's

defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, ALP reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest ALP's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Non-Waiver of Arbitration Agreements. Nothing in this Agreement shall serve as a waiver of ALP's right to enforce any arbitration agreement it has with Plaintiffs, Aggrieved Employees, Class Members, or otherwise.
- 12.3 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, ALP, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, ALP and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 No Solicitation. The Parties' respective counsel and Plaintiffs agree that they 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.
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.

- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and ALP, 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.
- 12.7 Cooperation. The Parties and their counsel will cooperate with each other 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 Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.
- 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9 No Tax Advice. Neither Plaintiffs, Class Counsel, ALP nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by ALP in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Following the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, and within 14 calendar days of written request by Defendant, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from ALP.
- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Arby Aiwazian (SBN 269827)  
Joanna Ghosh ( SBN 272479)  
Ryan Slinger (SBN 351297)  
LAWYERS for JUSTICE, PC  
450 North Brand Blvd., Suite 900  
Glendale, California 91203  
Telephone (818) 265-1020

Facsimile (818) 265-1021

Email:  
arby@calljustice.com  
joanna@calljustice.com  
r.slinger@calljustice.com

To ALP:

SHEPPARD MULLIN RICHTER & HAMPTON LLP  
Paul Berkowitz (State Bar No. 251077)  
pberkowitz@sheppardmullin.com  
Raymond Nhan (State Bar No. 306696)  
RNhan@sheppardmullin.com  
1901 Ave of The Stars, Suite 1600  
Los Angeles, CA 90067  
Telephone (310) 228-3700

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

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

*On Behalf of Plaintiffs:*

Dated: 10/22/2025, 2025

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Nintex AssureSign® eb3a0d13-bcb0-4bcb-9a93-b37e01478515

Rhina Blanco, Plaintiff

Dated: 10/22/2025, 2025

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Nintex AssureSign® 475e7604-a475-49d5-b68b-b37e01478515

Carlos Gonzalez, Plaintiff

*On Behalf of Defendants Autism Learning Partners; Autism Learning Partners, LLC; Pacific Child & Family Associates, LLC; Proof Positive ABA Therapies, LLC; Children's Learning Connection, Inc., A is for Apple, Inc.*

Dated: 10/22/2025, 2025

Signed by:  


41B90AC6813A416  
Name: Gina Chang  
Title: CEO

*On Behalf of Counsel:*

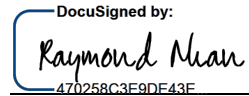
Dated: 10/22/2025, 2025



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Ryan Slinger  
*Attorneys for Plaintiffs*

Dated: 10/22/2025, 2025

DocuSigned by:  


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Raymond Nhan  
*Attorneys for Defendants*

# **EXHIBIT 5**

## AMENDED CLASS, COLLECTIVE AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended Class, Collective, and PAGA Representative Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Rhina Blanco and Carlos Gonzalez (“Plaintiffs”) and Defendants Autism Learning Partners; Autism Learning Partners, LLC; Pacific Child & Family Associates, LLC; Proof Positive ABA Therapies, LLC; Children’s Learning Connection, Inc., A is for Apple, Inc. (“ALP” or “Defendants”). The Agreement refers to Plaintiffs and ALP collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means Plaintiff Rhina Blanco’s lawsuit against Defendants captioned *Blanco v. Autism Learning Partners, LLC, et al.*, Los Angeles Superior Court Case No. 24STCV01979, initiated on January 24, 2024 and pending in the Superior Court of California of the State of California, County of Los Angeles, and which will be amended per the terms of this Agreement.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with the Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all California non-exempt employees employed by Defendants during the PAGA Period.
- 1.5. “Class” means all California current and former hourly-paid or non-exempt employees who worked for Defendants during the Class Period.
- 1.6. “Class Counsel” means Lawyers *for* Justice, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Costs Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and costs, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in ALP’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement 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 an Aggrieved Employee).

- 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 traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court Approved Notice of Class Action Settlement, to be mailed to Class Members in English, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from January 24, 2020 through April 18, 2025 ~~November 10, 2024, except as may be modified pursuant to the terms of this Agreement.~~
- 1.13. “Class Representatives” means the named Plaintiffs Rhina Blanco and Carlos Gonzalez in the Operative Complaint in the Action (once filed) seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means, in exchange for the execution of a stand-alone general release of all claims, the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles, the forum where the Motion for Preliminary Approval will be filed.
- 1.16. “Defendants” and “ALP” mean named Defendants Autism Learning Partners; Autism Learning Partners, LLC; Pacific Child & Family Associates, LLC; Proof Positive ABA Therapies, LLC; Children’s Learning Connection, Inc., A is for Apple, Inc.
- 1.17. “Defense Counsel” means Paul Berkowitz and Raymond Nhan of Sheppard, Mullin, Richter, and Hampton LLP.
- 1.18. “Effective Date” means the date on which the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for Final Approval enters Judgment and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any

proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.

- 1.19. “Employee Paid Taxes” means taxes paid by an individual employee, including Federal Insurance Contributions Act, federal income tax, state disability insurance, state income tax payments.
- 1.20. “Employer Paid Taxes” means taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.
- 1.21. “Final Approval” or “Final Award” means the Court’s order granting final approval of the Settlement.
- 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means \$2,500,000.00 which is the total gross amount ALP agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments (including all Employee Paid Taxes), Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Costs, Class Representative Service Payments, and the Administrator’s Expenses. ALP will be responsible for any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments to Class Members, which shall be paid separate and in addition to the Gross Settlement Amount.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks worked during the Class Period, less any and all Employee Paid Taxes required by law as a result of the payment of the amount allocated to such Class Member as set forth herein.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699(i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699(i).

- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Class Members as Individual Class Payments, including all Employee Paid Taxes.
- 1.30. “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.
- 1.31. “Objection to Settlement” a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employees social security number or employee ID number and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.
- 1.32. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for ALP for at least one day during the PAGA Period.
- 1.33. “PAGA Period” means the period from November 20, 2022 through January 24, November 2025~~10, 2024, except as may be modified pursuant to the terms of this Agreement.~~
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code sections 2698, *et seq.*).
- 1.35. “PAGA Notice” means Plaintiff Rhina Blanco’s November 20, 2023 letter to ALP and the LWDA providing notice pursuant to Labor Code section 2699.3(a), Case No. LWDA-CM-995430-23, including any amendment of the PAGA Notice submitted by Plaintiffs as required by this Agreement.
- 1.36. “PAGA Penalties” means the total amount of \$750,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$187,500.00) and the 75% to LWDA (\$562,500.00) in settlement of PAGA claims.
- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38. “Pay Period” means a pay period during which an Aggrieved Employee worked for ALP, for at least one day, during the PAGA Period.
- 1.39. “Plaintiffs” mean Rhina Blanco and Carlos Gonzalez, the named plaintiffs in the Action.

- 1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.41. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.42. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.43. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.44. “Released Parties” means: Autism Learning Partners, Autism Learning Partners, LLC, Pacific Child & Family Associates, LLC, Proof Positive ABA Therapies, LLC, Children’s Learning Connection, Inc., A is for Apple, Inc, and each and all of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.
- 1.45. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the class claims. The request for exclusion should contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to exclude myself from the settlement with ALP. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The request for exclusion shall not be effective as to the release of claims arising under PAGA.

- 1.46. “Response Deadline” means 45 calendar days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired.
- 1.47. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment. The back of the Settlement Payment Check shall state, immediately below the space where the check is to be endorsed by the payee: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the *Rhina Blanco, et al. v. Autism Learning Partners, LLC, et al.*, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”
- 1.48. “Settlement Payment Check” means the payment to Class Members and/or Aggrieved Employees.
- 1.49. “Workweek” means any week during which a Class Member worked for ALP, for at least one day, during the Class Period.

## 2. RECITALS.

- 2.1. On January 24, 2024, Plaintiff Rhina Blanco commenced this Action by filing a Complaint alleging causes of action against ALP for a violation of: (1) the Private Attorneys General Act of 2004, which seeks penalties and (2) a violation of the California Unfair Competition Law, Business & Professions Code §§ 17200, *et seq.*

In connection with this settlement (and for settlement purposes only), as more fully described in Paragraph 7 herein, the Parties agree to stipulate to Plaintiffs filing a First Amended Complaint, referred to herein as the “Operative Complaint,” in the Action. For purposes of effecting settlement only, at least 65 calendar days prior to filing the Operative Complaint in this Action, Plaintiffs will file an amended letter with the LWDA pursuant to Labor Code section 2699.3(a) based on the claims resolved and negotiated, specifically including a claim pursuant to Labor Code sections 227.3, 246, 248.5, and the Fair Labor Standards Act (“FLSA”), 29 U.S.C. sections 201, *et seq.* Moreover, in the Operative Complaint, Plaintiff Carlos Gonzalez shall be added as a named Plaintiff, add Defendant A is for Apple, Inc. and Plaintiffs shall add claims for the underlying Labor Code claims that are raised in their PAGA Notice, including amended letter filed with the LWDA, as well as the following causes of action: (1) violation of

California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Meal Period Premiums); (3) violation of California Labor Code § 226.7 (Failure to Provide Compliant Meal Periods and Rest Period Premiums); (4) violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) violation of California Labor Code § 2800 and 2802 (Unreimbursed Business Expenses); (10) violation of California Labor Code § 1198 (Failure to Pay Reporting Time Pay); (11) violation of California Labor Code § 227.3 (Failure to Provide Vacation Pay); and (12) violation of California Labor Code § 246 and 248.5 (Failure to Pay Sick Pay at the Legal Pay Rate). The stipulation for the amendment will be null and void if final approval is not granted and judgment not entered, and the Operative Complaint will have no further effect.

ALP denies the allegations in the Complaint and the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies all liability for the causes of action alleged.

- 2.2. Before mediation and in negotiating the Settlement, Plaintiffs obtained, through conducting informal discovery, relevant information from ALP, including but not limited to, employee time and payroll records, records relating to Plaintiff, ALP's policy documents, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk / Kullar*").
- 2.3. The Court has not yet granted class certification.
- 2.4. By entering into this Agreement, ALP does not waive any of its rights to enforce any arbitration agreement that any Aggrieved Employee or Class Member has signed.

### **3. MONETARY TERMS.**

- 3.1. Gross Settlement Amount. ALP promises to pay the total gross amount of \$2,500,000.00 and no more as the Gross Settlement Amount and to separately pay any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments. ALP has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees

to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ALP.

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

3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representatives of \$7,500.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). ALP will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. A reduction by the Court of the Class Representative Service Payment shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for all Employee Paid Taxes owed on the Class Representatives Service Payment. The Class Representative Service Payment will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement, and is conditioned on the execution by Plaintiffs of a stand-alone settlement agreement and general release of all claims.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be \$833,333.33 and a Class Counsel Litigation Costs Payment of not more than \$25,000.00. ALP will not oppose requests for these payments provided that the requested costs and fees do not exceed these amounts. Plaintiffs and/or Class Counsel will seek to recover such payments as part of their Motion for Final Approval which will be filed no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Costs Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Costs Payment. A reduction by the Court of either the Class Counsel Fee Payment and/or Class Counsel Litigation Costs Payment(s) shall not be grounds to nullify this Agreement. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Costs Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Costs

Payment and holds ALP harmless, and indemnifies ALP, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$60,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$60,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments: 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms, if applicable. Participating Class Members assume full responsibility and liability for any Employee Paid Taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members shall still receive an Individual PAGA Payment.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$750,000 to be paid from the Gross Settlement Amount, with 75% (\$562,500.00) allocated to the LWDA PAGA Payment and 25% (\$187,500.00) allocated to the Individual PAGA Payments as a satisfaction and release of the Released PAGA claims.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay

Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms and 100% of such payments will be allocated as penalties.

#### 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods/Escalator Clause. Based on a review of its records to date, as of ~~September 10, 2024~~ October 21, 2025, ALP estimates there are 13,251 Class Members who collectively worked an estimated total of 525,000 Workweeks, and 7,730 Aggrieved Employees who worked a total 120,844 PAGA Pay Periods. ~~If the number of Class Workweeks and PAGA Pay Periods increases by more than 10% (52,500 workweeks; 12,084 pay periods) during the Class Period and PAGA Period, then the Settlement Amount will be increased on a pro-rata basis for any workweek or pay period added above the 10% increase. For example, if the number is 11% or higher, the Settlement Amount will be increased by 1%. Moreover, if there are not 577,500 Workweeks and 132,928 Pay Periods worked during the Class Period and PAGA Period respectively, ALP may, at its sole option, extend the Class Period and PAGA Period to a point where 577,500 Workweeks and 132,928 Pay Periods are reached respectively. For example, if Class Members and Aggrieved Employees do not reach 577,500 Workweeks and 132,928 Pay Periods respectively worked until December 10, 2024, then the Class Period and PAGA Period will end on December 10, 2024, and not November 10, 2024.~~

4.2. Class Data. Not later than fifteen (15) court days after the Court grants Preliminary Approval of the Settlement, ALP will simultaneously 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 this 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 this Agreement. ALP 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 ALP 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.

4.3. Funding of Gross Settlement Amount. ALP shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the Employer Paid

Taxes by transmitting the funds to the Administrator no later than 45 calendar days after the Effective Date.

- 4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after ALP funds the Gross Settlement Amount, the Administrator will 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 Litigation Costs Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384(b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ALP 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.

**6. RELEASES OF CLAIMS.** Effective on the date when ALP fully funds the entire Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiffs' Release. As a condition of receiving any portion of the Class Representative Service Payment, Plaintiffs, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with ALP and their compensation while so employed ("Plaintiffs' Release"). Plaintiffs' Release includes all claims asserted in the Action and/or arising from or related to the facts and claims alleged in the Action or the PAGA Notice (including any amended PAGA Notice), or that could have been raised in the Action or the PAGA Notice based on the facts and claims alleged. Plaintiffs' Release includes, but is not limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/ interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period; failure to pay split shift pay; failure to pay sick pay, and/or recovery period premiums; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; inaccurate wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; failure to pay reporting time pay; failure to pay vested vacation time or PTO at termination; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiffs' Release includes all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2800 and 2802); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Equal Pay Act of 1949; the California Fair Pay Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include sections 3287, 3336 and

3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure section 1021.5; California Code of Civil Procedure section 1281.98; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. sections 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. sections 1001, *et seq.* (ERISA). Plaintiffs' Release also includes all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law. This release is intended to have the broadest possible application. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. The specific terms of Plaintiffs' Release will be detailed in a stand-alone individual settlement agreement.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.**

6.2 Release by Participating Class Members: Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The Released Class Claims include all claims asserted in the Action, as amended, and/or arising from the facts alleged in the Action or the PAGA Notice, as amended, or that could have been raised in the Action or the PAGA Notice based on the facts alleged, to the extent permitted by law. The Released Class Claims do not include claims for PAGA penalties which were asserted in the PAGA Notice. The Released Class Claims include all claims as amended, including, but not limited to claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate

of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; pay split shift pay; payment for all hours worked, including off-the-clock work; inaccurate wage statements; failure to keep accurate payroll records; failure to timely pay wages; failure to timely pay final wages; failure to pay sick pay; failure to provide expense reimbursement; failure to pay reporting time pay; failure to pay vested vacation time or PTO at termination; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 500-556, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802; the Wage Orders of the California Industrial Welfare Commission; the California Business and Professions Code section 17200, *et seq.*; the California common law of contract; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. section 201 *et seq.*; 29 CFR 778.223; 29 CFR 778.315; and federal common law. This release excludes the release of claims not permitted by law. This release excludes the release of claims not permitted by law.

Participating Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Actions for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA asserted in the Action, arising from or related to the facts and claims alleged in the Action, or that could have been alleged in the Action based on the facts and claims alleged in the Action, as amended, during the Class Period. Only those Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.

The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the [Actions], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018).

This release excludes the release of claims not permitted by law.

6.3 Release by Aggrieved Employees: Plaintiffs, the LWDA, and the State of California through Plaintiffs as its agent and/or proxy, and all Aggrieved Employees, on

behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiffs' Operative Complaint, as amended, and/or in the PAGA Notice, as amended, including, but not limited to claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; pay split shift pay; payment for all hours worked, including off-the-clock work; inaccurate wage statements; failure to keep accurate payroll records; failure to timely pay wages; failure to timely pay final wages; failure to pay sick pay; failure to provide expense reimbursement; failure to pay reporting time pay; failure to pay vested vacation time or PTO at termination; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 206, 210, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 248.6, 248.7, 256, 450, 500-556, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802); the Wage Orders of the California Industrial Welfare Commission; ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period, only include claims for PAGA penalties and do not release claims for any underlying wage and hour causes of action. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

- 7. MOTION FOR PRELIMINARY APPROVAL AND STIPULATION TO AMEND COMPLAINT.** Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Los Angeles County Superior Court and the Court's current requirements for Preliminary Approval, as applicable. Prior to the filing of the Motion for Preliminary Approval and for the purposes of approval of this Settlement only, Plaintiffs will file an amended PAGA Notice adding a claim under Labor Code sections 227.3, 246 and 248.5. Sixty-five days after the filing of the amended PAGA Notice by Plaintiffs, Plaintiffs shall file a First Amended Complaint (the "Operative Complaint"). The Operative Complaint shall add Plaintiff Carlos Gonzalez as a plaintiff and named class representative, and shall include claims under the California Labor Code for the following violations: (1) failure to pay overtime pursuant to California Labor Code sections 510 and 1198; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512(a); (3) failure to provide rest periods pursuant to California Labor Code section 226.7; (4) failure to pay minimum wages pursuant to California Labor Code sections 1194, 1197, and 1197.1, (5) failure to timely pay wages upon termination pursuant to California Labor Code sections 201 and 202; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204; (7) failure to provide complete and accurate wage statements pursuant to California Labor Code section 226(a); (8) failure to keep complete and accurate payroll records pursuant to California Labor Code section 1174(d); (9) failure to reimburse for necessary business-related expenses pursuant to

California Labor Code sections 2800 and 2802; (10) failure to provide reporting time pay pursuant to California Labor Code section 1198; (11) failure to pay vacation wages pursuant to California Labor Code section 227.3; and (12) failure to pay sick pay at the legal rate of pay pursuant to California Labor Code section 246 and 248.5.

If, for any reason, the referenced stipulation to amend is not approved by the Court, the Parties will meet and confer in good faith regarding the appropriate process to obtain approval to the Operative Complaint. If approval to amend is not approved by the Court, this Agreement shall be null and void. This Agreement is expressly conditioned on the Court approving the Operative Complaint. Such stipulation and the Operative Complaint shall be null and void and will have no force or effect if the settlement does not receive Final Approval.

- 7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to ALP's Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator; and (vi) provide the necessary statutory notice to the LWDA regarding the settlement of the PAGA claims asserted in the Operative Complaint by submitting a copy of the settlement to the LWDA at the same time of the filing of the Motion for Preliminary Approval with the Court, and Final Approval or Judgment.
- 7.2 Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval, and providing the necessary statutory notice to the LWDA regarding the settlement of the PAGA claims asserted in the Operative Complaint, final approval, and judgment being entered in this case. All Parties shall appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.3 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **8. SETTLEMENT ADMINISTRATION.**

8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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.

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

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”).

8.4 Notice to Class Members.

8.4.1 No later than three (3) court 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 Members, Workweeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit 1. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 No later than 3 court days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 45 calendar days otherwise provided in

the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, ALP or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

## 8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion should contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the settlement with Autism Learning Partners, et al. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Any Class Member that is also an Eligible Aggrieved Employee may exclude themselves from the Class Settlement but may not be excluded from the PAGA Settlement and will be issued their Individual PAGA Payment.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 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 release under Paragraphs 6.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 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. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment regardless of their decision to opt-out of the class portion of the Settlement.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination to the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Costs Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 calendar days after the Administrator's mailing of the Class Notice (plus

an additional 14 calendar days for Class Members whose Class Notice was re-mailed).

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

8.7.4 Aggrieved Employees shall not have the right to object to the PAGA claims, and all Aggrieved Employees, including Non-Participating Class Members, shall be entitled to an Individual PAGA Payment.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

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

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 court 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 (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include and provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this

Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. In advance of the filing of Plaintiffs' Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. If requested by the Parties or the Court, within 10 court days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 court days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **ALP'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, ALP may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if ALP withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ALP will remain responsible for paying all Settlement Administration Expenses incurred to that point. ALP must notify Class Counsel and the Court of its election to withdraw not later than seven calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel within a reasonable time period prior to filing the Motion for Final Approval for their review and comment. Class Counsel and Defense Counsel will expeditiously meet and

confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 such time as 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.
- 10.5 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), this Agreement shall be null and void. The Parties shall nevertheless 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 Service Payment 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.

**11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

**12. ADDITIONAL PROVISIONS.**

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ALP that any of the allegations in the Operative Complaint have merit or that ALP has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that ALP's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, ALP reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest ALP's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 Non-Waiver of Arbitration Agreements. Nothing in this Agreement shall serve as a waiver of ALP's right to enforce any arbitration agreement it has with Plaintiffs, Aggrieved Employees, Class Members, or otherwise.
- 12.3 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, ALP, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, ALP and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this

Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 12.4 No Solicitation. The Parties’ respective counsel and Plaintiffs agree that they 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.
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and ALP, 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.
- 12.7 Cooperation. The Parties and their counsel will cooperate with each other 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 Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.
- 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9 No Tax Advice. Neither Plaintiffs, Class Counsel, ALP nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by ALP in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Following the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, and within 14 calendar days of written request by Defendant, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from ALP.
- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Arby Aiwarzian (SBN 269827)

Joanna Ghosh ( SBN 272479)

Ryan Slinger~~Tara Zabehi~~ (SBN 351297314706)

LAWYERS for JUSTICE, PC  
~~410 West Arden Avenue~~ 450 North Brand Blvd., Suite ~~900203~~  
Glendale, California 91203  
Telephone (818) 265-1020

Facsimile (818) 265-1021

Email:  
arby@calljustice.com  
joanna@calljustice.com  
~~r.slingertara~~@calljustice.com

To ALP:

SHEPPARD MULLIN RICHTER & HAMPTON LLP  
Paul Berkowitz (State Bar No. 251077)  
pberkowitz@sheppardmullin.com  
Raymond Nhan (State Bar No. 306696)  
RNhan@sheppardmullin.com  
1901 Ave of The Stars, Suite 1600  
Los Angeles, CA 90067  
Telephone (310) 228-3700

- 12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

*On Behalf of Plaintiffs:*

Dated: \_\_\_\_\_, 202~~5~~<sup>4</sup>

\_\_\_\_\_  
Rhina Blanco, Plaintiff

Dated: \_\_\_\_\_, 2025<sup>4</sup>

\_\_\_\_\_  
Carlos Gonzalez, Plaintiff

*On Behalf of Defendants Autism Learning Partners; Autism Learning Partners, LLC;  
Pacific Child & Family Associates, LLC; Proof Positive ABA Therapies, LLC; Children's  
Learning Connection, Inc., A is for Apple, Inc.*

Dated: \_\_\_\_\_, 2025<sup>4</sup>

\_\_\_\_\_  
Name: Gina Chang  
Title: CEO

*On Behalf of Counsel:*

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Ryan Slinger  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Raymond Nhan  
Attorneys for Defendants