

NOTICE OF SETTLEMENT OF CLASS ACTION AND FAIRNESS HEARING

Santos v. Galileo Learning, LLC

County of Alameda, California Superior Court Case No. 23CV047714

As a current or former non-exempt, hourly-paid California employee of Galileo Learning, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action and PAGA Action Settlement because the records of Galileo Learning, LLC (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all current or former non-exempt employees of Defendant in the State of California between October 16, 2019 through October 31, 2024 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Santos v. Galileo Learning, LLC*, pending in the Superior Court of California for the County of Alameda, Case Number 23CV047714 (the “Lawsuit”), alleging, among other things, claims for: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to pay split shift premiums; (4) meal period violations; (5) rest period violations; (6) failure to pay all sick time; (7) wage statement violations; (8) waiting time penalties; (9) unreimbursed business expenses; and (10) unfair competition. Based on the alleged Labor Code violations above-mentioned, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).
- On June 10, 2025, the Alameda County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from March 16, 2023 through the end of the Class Period (“PAGA Period”) as a non-exempt, hourly-paid employee of Defendant, as well, then you will be deemed a “PAGA Member” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, ILYM Group, Inc., about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Fairness Hearing scheduled for December 9, 2025, at 2:30 p.m. in Department 21 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612.

The Fairness Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at 2:30 p.m. on December 9, 2025, in the Rene C. Davidson Courthouse of the Alameda County Superior Court, located at 1225 Fallon Street, Alameda, CA 94612, in Department 21. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant's records show that you currently work, or previously worked, for Defendant as a non-exempt hourly-paid employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Alexandra Santos was a non-exempt, hourly-paid employee of Defendant. She is the "Plaintiff" in this case and is suing on behalf of herself and Class Members for Defendant's alleged violation of the failure to pay overtime wages, failure to pay minimum wages, failure to pay split shift premiums, failure to provide meal periods, failure to provide rest periods, waiting time penalties, wage statement violations, failure to reimburse business expenses, failure to pay all sick time, and unfair competition.

Based on the alleged Labor Code violations above-mentioned, Plaintiff also seeks penalties under the California Labor Code Private Attorneys' General Act ("PAGA").

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Fairness Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$1,985,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$27,000.00 (2) a service award of up to \$10,000.00 to Alexandra Santos for her time and effort in pursuing this case; (3) Attorneys' fees of up to \$754,300.00 unless escalated pursuant to the Settlement Agreement; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$100,000.00 of the Gross Settlement Amount toward PAGA penalties ("PAGA Amount"). Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$75,000.00, will be paid to the LWDA, and twenty-five percent (25%), or \$25,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$1,063,700.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there were approximately 50,890 Workweeks through October 31, 2024. If the actual number of Workweeks worked by Class Members during the Class Period is greater than ten percent (10%) of this estimate, it shall result in one of the following two options, at Defendant's sole discretion: (1) Defendant may elect to cut off the Class Period and the PAGA period as of the date that the total Workweeks equals ten percent more than 50,890 Workweeks (*i.e.* 55,979 Workweeks), or (2) the Gross Settlement Amount will be increased on a pro rata basis for all additional Workweeks over 10%.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of workweeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, individuals who were employed by Defendant between March 16, 2023 through the end of the Class Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$25,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each PAGA Member between March 16, 2023 through the end of the Class Period.

How and When Will Settlement Payments Be Made?

If the Court grants final approval of the Settlement and it becomes effective, the total settlement amount of \$1,985,000 will be paid in three equal installments of \$661,666.67.

The first installment will be distributed within 30 calendar days of receipt by the Settlement Administrator. From the first installment, the Settlement Administrator will distribute:

- Payments to Class Members who do not opt out of the Settlement (“Participating Class Members”), and
- A portion of the Settlement Administration costs.

The second installment will be distributed within 30 calendar days of receipt and will include:

- Additional payments to Participating Class Members who cashed their first checks,
- The Court-approved Service Payment to the Class Representative,
- The Court-approved payment to the California Labor and Workforce Development Agency (LWDA),
- Additional Settlement Administration costs (if any), and
- A portion of the Court-approved attorneys’ fees and litigation costs to Class Counsel.

The third and final installment will be distributed within 30 calendar days of receipt and will be used to pay the remainder of Court-approved attorneys’ fees and litigation costs to Class Counsel.

Please note: Class Members must cash their checks promptly. Any checks not cashed by the stated deadline will be void, and any uncashed amounts may be redistributed to eligible Class Members who cashed their initial checks, or otherwise handled as the Court directs.

Defendant’s records indicate that you worked <<MERGED_ClassWW>> Workweeks as a non-exempt employee in California during the Class Period and <<MERGED_PAGAWW>> Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be \$<<MERGED_ClassAward>> and your estimated payment as a PAGA Member would be \$<<MERGED_PAGAAward>>.

Workweeks Dispute

If you believe the number of Workweeks attributed to you is incorrect and wish to dispute it, you may fax, email, or mail a dispute to the Settlement Administrator no later than September 8, 2025. Please include any documentation you have that you contend supports your dispute. The Settlement Administrator will review any documentation provided by the disputing Class Member, as well as records for the Class Member provided by Defendant, to determine whether there was an error in the number of workweeks calculated, and adjust any payment to be allocated if necessary. In the absence of definitive documentation provided by the Class Member, Defendant’s time and pay records shall be determinative for purposes of calculating the number of Workweeks worked during the Class Period and during the PAGA Period.

Tax Reporting

10 percent of the Net Settlement Amount attributable to the Participating Class Member claims will be allocated to the settlement of disputed claims for wages, 90 percent of the Net Settlement Amount attributable to the Settlement Class claims will be allocated to the settlement of disputed non-wage claims – i.e. penalties and interest. The Settlement Administrator will issue to Participating Class Members a form W-2 for all amounts attributable disputed wage claims and a form 1099 for all amounts attributable to disputed non-wage claims. The Settlement Administrator will issue to the Aggrieved Employees a form 1099 for all amounts attributable to PAGA Member Payments. Participating Class Members and Aggrieved Employees shall assume full responsibility and liability for the payment of taxes due on such amounts. This notice is not intended to provide legal or tax advice on your Settlement Share.

The individual settlement awards will be paid in three equal installments. One hundred and eighty (180) days after the payment of the first installment, the Settlement Administrator will pay the second installment. One hundred and eighty (180) days after the payment of the second installment, the Settlement Administrator will pay the third installment.

Your checks will be valid for one hundred and twenty (120) days after issuance. After 120 calendar days from the date initially mailed by the Settlement Administrator, such funds shall be used to pay Defendant’s share of payroll taxes and the remaining funds will be transmitted to *cy pres* recipient Legal Aid at Work, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). In such event, release of Released Claims will remain binding upon the affected Participating Class Member. The face of each check shall prominently state the date (not less than 120 days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement,

you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also a PAGA Member. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release all claims asserted in the operative Complaint in the Lawsuit, or any and all claims that could have been asserted based on the factual allegations in the operative Complaint, as follows:

Class Claims: For the duration of the Class Period, all Participating Class Members release Galileo Learning, LLC, its current and former subsidiaries, affiliates, and joint ventures, and their shareholders, respective officers, directors, employees, and agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them (“Releasees”) from all claims asserted in the Action or claims that could have been asserted based on the same set of facts alleged in any version of the complaints filed in the Action, and irrespective of theory of recovery. The released claims means any and all claims arising during the Class Period that were pled or could have been pled based on the factual allegations in the Operative Complaint, including but not limited to any claims for unpaid or improperly calculated wages, including minimum wages and overtime and including but not limited to wages due based on alleged time rounding and/or off-the-clock work, failure to pay wages (including overtime wages) at the regular rate of pay, claims for failure to provide accurate wage statements, failure to timely pay wages, failure to timely pay wages at separation, failure to provide or properly compensate for meal and rest periods, failure to properly compensate meal or rest break premiums or sick pay at the regular rate of pay, recordkeeping violations, reimbursement of business expenses, and claims under California Business and Professions Code sections 17200 et seq. This release includes, but is not limited to, claims under Labor Code Sections 96, 98.6, 98.7, 200, 201, 202, 203, 204, 206, 210, 218.5, 221, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 232, 232.5, 245 et seq., 246, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1182, 1181.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802 and the IWC Wage Orders. This release is expressly limited to claims arising between October 16, 2019 through October 31, 2024 and does not include unrelated claims or claims outside the scope of the allegations in the Action. Excluded from this release are any workers’ compensation claims and claims that cannot be released as a matter of law. Participating Class Members shall further waive their right to pursue individual lawsuits as to any of the claims released herein against the Released Parties to the extent such claims accrued during the Class Period.

Plaintiff as proxy and agent of the LWDA releases and discharges the Releasees from any and all claims for civil penalties under the Private Attorneys General Act (PAGA) during the PAGA period that are based on or arise out of the facts and/or allegations asserted in the PAGA Notice irrespective of the underlying theory of recovery supporting the claim for PAGA penalties (the “PAGA Release”). This release is limited to claims for PAGA penalties and does not include individual claims for damages or other remedies unrelated to PAGA penalties. It is understood that Aggrieved Employees entitled to a share of the PAGA Penalties will receive payment for their allocated share and will not have the right to opt out of or object to the PAGA Release, consistent with applicable law.

“Released Parties” means Defendant Galileo Learning, LLC, and each of its predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of their owners, shareholders, members, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

Option 2 – Opt Out of the Settlement

In order to opt out of the Settlement, the Class Member must timely submit by fax, email, or mail, an opt-out request to the Settlement Administrator by the Response Deadline. The opt-out request should state the Class Member’s name, address, and email address or telephone number, signature, and any statement standing for the proposition that you do not wish to participate in the settlement, or the following statement: “Please exclude me from the Settlement Class in the *Santos v. Galileo Learning, LLC*, matter.” Sign, date and fax, email or mail your written request for exclusion to the address below.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

Your written request for exclusion must be faxed, emailed, or mailed to the Administrator not later than September 8, 2025.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are PAGA Member, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by fax, email, or mail, stating why you object to the Settlement. Your written objection must include the case name and number, your name, address, your signature, a statement of whether you plan to appear at the Fairness Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than September 8, 2025. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Fairness Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Fairness Hearing set for December 9, 2025 at 2:00 p.m. in the Department 21 of the Alameda County Superior Court, located at 1225 Fallon Street, Alameda, CA 94612, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at (888) 250-6810 or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at <https://ilymgroup.com/GalileoLearningLLC> to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Alameda County Superior Court, located at 1225 Fallon Street, Alameda, CA 94612, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.alameda.courts.ca.gov>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**