

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Eric Harrold (“Plaintiff”) and defendant Spartan Education Group, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” collectively means: (1) the Plaintiff’s Class Action lawsuit alleging wage and hour violations against Defendant captioned *Eric Harrold v. Spartan Education Group, LLC*, Case No. CVRI2300320, initiated on January 19, 2023 and pending in Superior Court of the State of California, County of Riverside (“Harrold Class Action”); and (2) the Plaintiff’s Representative Action lawsuit alleging wage and hour violations against Defendant captioned *Eric Harrold v. Spartan Education Group, LLC*, Case No. CVRI2300285, initiated on January 19, 2023 and pending in Superior Court of the State of California (“Harrold PAGA Action”), which will be consolidated with the Harrold Class Action.
- 1.2. “Administrator” means Apex Class Action Administration, 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 Preliminary Approval.
- 1.4. “Allegedly Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period, excluding those employees who signed severance agreements.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as 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 by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice, Request for Exclusion Form, and Objection Form, to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from January 19, 2019 through the earlier of preliminary approval or January 5, 2024.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.

- 1.16. “Court” means the Superior Court of California, County of Riverside.
- 1.17. “Defendant” means Spartan Education Group, LLC.
- 1.18. “Defense Counsel” means Tracie Childs, Cameron J. Davila, and Katie M. Greenbaum Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Four Hundred Thousand Dollars (\$400,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “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.
- 1.24. “Individual PAGA Payment” means the Allegedly 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.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “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 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “Operative Complaint” means the operative amended Consolidated Class Action and Representative Action Complaint that consolidates the Harrold PAGA Action into the first-filed Harrold Class Action in state court.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from November 1, 2021 through the earlier of preliminary approval or January 5, 2024.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means the Plaintiff’s November 1, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Allegedly Aggrieved Employees (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiff” means Eric Harrold, the named plaintiff in the Action.

- 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.
- 1.40. "Released PAGA Claims" means a release from the LWDA, the State of California and Allegedly Aggrieved Employees all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release any Allegedly Aggrieved Employee's claim for individual wages or damages. The Released PAGA Claims do not include other PAGA claims, claims for wrongful termination, discrimination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 1.41. "Released Parties" means: the Defendant named in the Operative Complaint, together with their officers, directors, employees and agents.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

Plaintiff's Class Action

2.1. On January 19, 2023, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the "Class Action"). Plaintiff's Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
- (i) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. On March 24, 2023, Defendant filed an Answer to Plaintiff's Class Action Complaint, asserting fifty (50) affirmative defenses.

Plaintiff's PAGA Action

2.3. On January 19, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

2.4. On March 24, 2023, Defendant filed an Answer to Plaintiff's PAGA Action Complaint, asserting fifty-four (54) affirmative defenses.

Plaintiff's First Amendment Complaint

2.5. As part of this Agreement, the Parties stipulated to the filing of a First Amended Complaint in the Class Action that adds the claims and parties in the PAGA Action.

The First Amended Complaint shall be the operative complaint in the Action (the “Operative Complaint”), which was filed on December 7, 2023.

- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, the Released Class Claims, and the Released PAGA Claims.

Mediation and Settlement

- 2.7. On September 7, 2023, the Parties participated in an all-day mediation presided over by Louis Marlin, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.8. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.11. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$400,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to 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 Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000 (in addition to any Individual Class Payment, any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member, and any Individual Settlement/Severance Agreement separately memorialized). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments 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. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$133,333, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment 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 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees

Payment and Class Counsel Expenses 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 Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Allegedly Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Period Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's PAGA Period Pay Periods. Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. 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.
- (e) 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.
 - i. 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. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, 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. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- ii. 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.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 186 Class Members who collectively worked a total of 12,821 Workweeks, and 102 Aggrieved Employees who worked a total of 3,135 PAGA Pay Periods.
- 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Class Data shall not be shared with either Plaintiff or Class Counsel unless expressly approved by Defendant and Defense Counsel, or if a Class Member requests that their personal data be shared with Class Counsel. 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. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant 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 Expenses Payment, and the Class Representative Service Payment.
- 5.2. 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 "void date", which is 180 days

after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. 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 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.
- 5.4. 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, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Allegedly Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff's Release. In addition to the claims released under Sections 6.2 and 6.3 below, Plaintiff and his or her respective former and present spouses, representatives, agents,

attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) any and all claims which in any way relate to Plaintiff's employment with Defendant; (b) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (c) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to: Plaintiff's right to receive Severance Pay reached under a separate agreement, to any claims or actions to enforce this Agreement, or to any claims that by law cannot be waived and/or release, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- (a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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.

- (b) Plaintiff's Other Claims. Plaintiff represents that he has claims against Defendant other than the Class claims and PAGA claims that were separately negotiated. Any sum paid to Plaintiff under this Individual/Severance Agreement is in addition to the Gross Settlement Amount memorialized in a confidential Individual Settlement/Severance Agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the Individual Settlement/Severance Agreement to obtain approval of this Settlement, the Parties agree that it will be submitted in camera or under seal to the Court.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. Plaintiff and the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration that states: (i) whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action and (ii) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties whose behalf the action is brought, and the procedural status of that case. In this Declaration, Defendant shall also state all facts relevant to any actual or potential conflicts of interest with the Administrator, but only if there is any actual or potential conflict of interest.

7.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense 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 that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff 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; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing 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.

- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, 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 resolve the disagreement. 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 Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration 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 Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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 the purposes of calculating payroll tax withholdings and providing reports to the 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") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 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 A. 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.
- (c) Not later than 7 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.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline 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.
- (e) If the Administrator, the Parties, Defense Counsel 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 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).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class

Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) 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.
- (c) 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 Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) 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 future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Allegedly Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 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 as to the challenges

8.7. Objections to Settlement.

- (a) 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 Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, 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 the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

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.

- (a) 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, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, 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.
- (b) Request 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 7 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).

- (c) 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.
- (d) 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 provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received, with personal identifying information other than names redacted.
- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the 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.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of 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 7 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. Should the qualifying workweeks worked by the Class Members during the Class Period as set forth in paragraph 4.1 above ultimately increase by more than 7% (i.e., if the workweeks exceed 13,719), Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 13,719 so as not to trigger the escalator, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 7% (i.e., if there was 8% increase in the number workdays during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).
- 10. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant 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, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff 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(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. 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 a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. 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 under C.C.P. section 664.6 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.

11.4. Waiver of the 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 Expenses 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.

11.5. 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 an equal basis, any additional Administration Expenses reasonably incurred at the time of 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.

12. 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.

13. ADDITIONAL PROVISIONS

13.1. 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant'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 Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant'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).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant 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; (2) counsel in a related matter; (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. Plaintiff, Class Counsel, Defendant 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.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and 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.
- 13.4. No Publicity. Plaintiff and Class Counsel will not contact the media about the settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendants liable. Plaintiff and their respective counsel also will not post any information about the settlement on social media or their firms' websites.
- 13.5. 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.

- 13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.7. 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 a mediator and/or the Court for resolution. If the Court believes the amount of Administration Expenses; Attorneys' Fees, Attorneys' Expenses; Service Award; or PAGA Payment should be modified, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. A reduction to the Attorneys' Fees, Attorneys' Expenses; Service Award; or PAGA Payment is not a ground for rescinding the settlement.
- 13.8. 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.9. Tax Advice. Neither Plaintiff, Class Counsel, Defendant 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.
- 13.10. 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.
- 13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12. 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.
- 13.13. 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.

- 13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.15. 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 Defendant 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. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.16. 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.
- 13.17. 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.
- 13.18. 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 Plaintiff and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Tracie Childs
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel.: (858) 652-3100
Fax: (858) 652-3101
E-mail: tracie.childs@ogletree.com
cameron.davila@ogletree.com

13.19. 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.

13.20. 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 a period of not less than one (1) year starting from the date of the signing of the Memorandum of Understanding by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

13.21. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Jan 25, 2024


Eric Harrold (Jan 25, 2024 06:20 PST)

Plaintiff Eric Harrold

Dated: _____

[name]

For Defendant Spartan Education Group, LLC

Dated: 1/25/24


Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel.: (858) 652-3100
Fax: (858) 652-3101
E-mail: tracie.childs@ogletree.com
cameron.davila@ogletree.com

13.19. 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.

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13.21. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Eric Harrold

Dated: 01/24/2024

keisha Sosias

68170300946648D...

keisha Sosias [name]

For Defendant Spartan Education Group, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: January 24, 2024



Tracie Childs
Cameron J. Davila
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

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

***Harrold v. Spartan Education Group, LLC, Superior Court of the
State of California, County of Riverside, Case No. CVRI2300320
(consolidated with Case No. CVRI2300285)***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS CLASS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Spartan Education Group, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Eric Harrold (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the California Class Period (January 19, 2019 through January 5, 2024) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period (November 1, 2021 through January 5, 2024) (“Allegedly Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Allegedly Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ _____>> (less withholding), and your share of the PAGA Penalties is estimated to be <<\$ _____>>**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendant’s records you are not eligible for a share of the PAGA Penalties under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked << _____>> workweeks** during the Class Period and **you worked << _____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Class Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Released Class Claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment; however, you will preserve your right to personally pursue Class Claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Receive a Payment	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims and Released PAGA claims).</p> <p>Additional information is set forth below.</p>
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is _____.	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice.</p> <p>However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.</p>
Participating Class Members Can Object to the Class Settlement but not	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the</p>

<p>the PAGA Settlement</p> <p>Written Objections Must be Submitted by the Response Deadline (_____)</p>	<p>amounts requested by Class Counsel or Plaintiff if you think they are unreasonable.</p> <p>See Section 8 of this Class Notice.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court will hold a Final Approval Hearing at _____ on _____, 2024 at the Riverside County Superior Court, located at 4050 Main Street, Riverside, California, in Department 1 before Judge Harold Hopp. The hearing may be rescheduled by the Court without further notice to you.</p> <p>You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.</p>

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Riverside (the "Court") has been reached between Plaintiff Eric Harrold ("Plaintiff") and Defendant Spartan Education Group, LLC ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period, excluding those employees who signed severance agreements ("Class Members" or "Class").

The "Class Period" is January 19, 2019 through January 5, 2024.

2. What is this class action lawsuit about?

On January 19, 2023, Plaintiff initiated a class action against Defendant, entitled *Harrold v. Spartan Education Group, LLC*, Riverside Superior Court, Case No. CVRI2300320 ("Class Action"). The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal period, failure to provide rest periods, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, failure to pay wages timely at termination, and failure to pay sick pay wages. On March 24, 2023, Defendant filed an Answer to Plaintiff's Class Action

Complaint, asserting fifty (50) affirmative defenses.

On January 19, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted a representative claim seeking civil penalties for the violation of the Private Attorney General Act, California Labor Code section 2698 (“PAGA”). On March 24, 2023, Defendant filed an Answer to Plaintiff’s PAGA Action Complaint, asserting fifty-four (54) affirmative defenses.

On December 7, 2023, Plaintiff filed a First Amended Complaint which added the PAGA claims from the PAGA Action into the Class Action. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

Defendant denies and disputes all such claims. Specifically, Defendant contends Plaintiff and the Class Members were properly compensated for all wages under California law; Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; Defendant did not fail to provide required reimbursement of expenses; Defendant did not fail to timely pay Plaintiff or any Class Members any wages allegedly due at the time of their termination; Defendant complied with California wage statement requirements; Defendant did not engage in unlawful or unfair business practices; Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and the Action cannot be maintained as a class action or a PAGA action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Thousand Dollars (\$400,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Within twenty-one (21) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered by the Court, or if there are objections or any appeal of the Judgment, the

date when any appeal of the Judgment has been resolved (i.e. when the Judgment is no longer subject to appeal). Fourteen (14) days after the settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$10,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$133,333, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class and Allegedly Aggrieved Employees on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Plaintiff or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalties. A PAGA Penalties payment of \$10,000 to resolve the claim for civil penalties under PAGA, \$7,500 of which will be paid to the State of California’s Labor and Workforce Development Agency. The remaining \$2,500 will be distributed to the Allegedly Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is November 1, 2021 to January 5, 2024. “Allegedly Aggrieved Employees” are all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period. All Allegedly Aggrieved Employees will be sent their Individual PAGA Payment and be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Individual Class Payments to Class Members. After all of the payments of the court-approved Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Class Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be at least \$_____ . The Administrator

will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be 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. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below. A Class Member who worked only one Workweek is estimated to recover approximately \$16.11 for that single Workweek, minus applicable withholdings and deductions. A Class Member who worked every Workweek during the Class Period (259 weeks) could recover \$4,172, minus applicable withholdings and deductions. The average Individual Class Payment is estimated to be \$1,111.11. These amounts are subject to change, however, depending on the number of Class Members and Workweeks involved, among other factors. Your estimated Individual Class Payment is set forth in Section 5 below.

Calculation of Individual PAGA Payments to Allegedly Aggrieved Employees: The Individual PAGA Payment for each Allegedly Aggrieved Employee will be calculated by (a) dividing the amount of the Allegedly Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of PAGA Pay Periods will be based on Defendant's records, however, Allegedly Aggrieved Employees have the right to challenge the number of PAGA Pay Periods worked as explained below. Your estimated Individual PAGA Payment is set forth in Section 5 below. You will receive your Individual PAGA Payment (if any) even if you opt out or exclude yourself from the Class.

Tax Matters. Twenty percent (20%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Eighty percent (80%) of each Individual Class Payment is in settlement of claims non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. Your Individual PAGA Payment (if any) is also not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members and Allegedly Aggrieved Employees. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, any Allegedly Aggrieved Employees’ claim for individual wages or damages, claims for wrongful termination, discrimination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and Defendant’s officers, directors, employees, shareholders, and agents.

5. How much will my payment be?

Your Individual Class Payment: Defendant’s records reflect that you have << ____ >> Workweeks during the Class Period (January 19, 2019 through January 5, 2024). **Based on this information, your estimated Individual Class Payment is << _____ >>**, minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendant’s records reflect that you have << ____ >> PAGA Pay Periods during the PAGA Period (November 1, 2021 to January 5, 2024). **Based on this information, your estimated Individual PAGA Payment is << _____ >>**.

Your Individual Class Payment and Individual PAGA Payments may be paid together in a single check, at the discretion of the Administrator.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may

also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action Administration, _____, (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately two months after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement (800) _____). 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.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.** However, Allegedly Aggrieved Employees who opt out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Harrold v. Spartan Education Group* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendant, and the name and number of the case, which is *Harrold v. Spartan Education Group*, Case No. CVRI2300320. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is *Harrold v. Spartan Education Group* Administrator, c/o Apex Class Action Administration, _____. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or

unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Harrold v. Spartan Education Group*, in the Superior Court of the State of California, County of Riverside, Case No. CVRI2300320. An Objection form is included with this Class Notice.

All written objections must be mailed to the *Harrold v. Spartan Education Group* Administrator, c/o Apex Class Action Administration, _____, no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. At this time, all hearings will be held remotely. The hearing may also be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court's tentative ruling website for current information concerning appearances and how to attend Court proceedings remotely:

<https://www.riverside.courts.ca.gov/OnlineServices/TentativeRulings/tentative-rulings.php>

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Tracie Childs
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak &
Stewart, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: 858-652-3100 / Fax: 858-652-3101
Email: cameron.davila@ogletree.com
Website: www.ogletree.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department 1 of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside, CA 92501, before Judge Harold W. Hopp. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and service awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Administrator at _____ or write *Harrold v. Spartan Education Group*, c/o Apex Class Action Administration, _____; or contact Class Counsel.

This Class Notice summarizes the proposed settlement. More details are in the Class Action and PAGA Settlement Agreement ("Agreement"). You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to [ADMINISTRATOR WEBSITE]. You may also get more details by examining the Court's file via the Public Access site for the California Superior Court for the County of Riverside (<https://ecomm1.riverside.courts.ca.gov/>) and entering the Case No. CVRI2300320. The Agreement can be found in the Court file located at 4050 Main Street, Riverside, CA 92501 as Exhibit #1 to the Declaration of Kyle Nordrehaug, filed on _____, 2024.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

Harrold v. Spartan Education Group, LLC, Case No. CVRI2300320
California Superior Court for the County of Riverside

To exclude yourself or “opt out” from the Class, complete, sign, and date this form, and then mail it on or before -----, 2024 to the Administrator at the following address:

Harrold v. Spartan Education Group, LLC
c/o Apex Class Action Administration

INSTRUCTIONS

A. Only complete and return this form if you do **NOT** want to be included in the class action portion of the Settlement. You will **NOT** receive an Individual Class Payment Share if you return this form and you will not be bound by the release of Released Class Claims, as described in the settlement notice. However, Allegedly Aggrieved Employees who opt-out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion.

B. To exclude yourself or “opt out”, complete, sign, date and return this form. To be effective, this form should be filled out completely and postmarked on or before _____, 2024.

C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

I want to OPT-OUT of the Class in the lawsuit entitled *Harrold v. Spartan Education Group, LLC*, Superior Court of the State of California, County of Riverside, Case No. CVRI2300320. I understand that by requesting to be excluded from the Class, I will not receive an Individual Class Payment, as described in the accompanying Class Notice.

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Dates of Employment with Defendant Spartan Education Group, LLC:

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

(Sign your name here)

Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ERIC HARROLD, an individual, on behalf of himself, and on behalf of all persons similarly situated,

Plaintiffs,

v.

SPARTAN EDUCATION GROUP, LLC, a Limited Liability Corporation, and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **CVRI2300320**

OBJECTION FORM

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Harold W. Hopp
Dept.: 1

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection.

[] I OBJECT to the *Harrold v. Spartan Education Group, LLC* Settlement for the following reasons:

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN
_____, 2024:

Harrold v. Spartan Education Group, LLC Administrator
c/o Apex Class Action Administration

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ERIC HARROLD, an individual, on behalf of himself, and on behalf of all persons similarly situated,

Plaintiffs,

v.

SPARTAN EDUCATION GROUP, LLC, a Limited Liability Corporation, and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **CVRI2300320**

[PROPOSED] PRELIMINARY APPROVAL ORDER

Hearing Date:
Hearing Time:

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed: January 19, 2023
Trial Date: Not set

1 This matter came on for a noticed motion hearing before the Honorable Harold Hopp of
2 the Superior Court of the State of California, in and for the County Riverside, on _____,
3 for the motion by Plaintiff Eric Harrold (“Plaintiff”) for preliminary approval of the Class and
4 PAGA Settlement with Defendant Spartan Education Group, LLC (“Defendant”). The Court,
5 having considered the briefs, argument of counsel and all matters presented to the Court and good
6 cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action
7 and PAGA Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) submitted as Exhibit #1 to Declaration of Kyle Nordrehaug in Support
11 of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement filed on
12 _____. This is based on the Court’s determination that the Settlement set
13 forth in the Agreement is within the range of possible final approval, pursuant to the provisions of
14 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount is Four Hundred Thousand Dollars (\$400,000.00).
18 It appears to the Court on a preliminary basis that the settlement amount and terms are fair,
19 adequate and reasonable as to all potential Class Members, when balanced against the probable
20 outcome of further litigation and the significant risks relating to certification, liability and damages
21 issues. It further appears that investigation and research have been conducted such that counsel
22 for the Parties are able to reasonably evaluate their respective positions and that settlement at this
23 time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
24 would be presented by the further prosecution of the Action. The Settlement appears to have been
25 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore
26 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the

1 probable outcome of further litigation and the significant risks relating to certification, liability,
2 and damages issues.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The
5 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class is fair,
7 adequate, and reasonable when balanced against the probable outcome of further litigation and the
8 significant risks relating to certification, liability, and damages issues.

9 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
10 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and
11 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
12 \$15,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
13 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
14 supporting these requests, including lodestar, prior to final approval.

15 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
16 certification of a class for settlement purposes only. This stipulation will not be deemed
17 admissible in this or any other proceeding should this Settlement not become final. For settlement
18 purposes only, the Court conditionally certifies the following Class: "all individuals who were
19 employed by Defendant in California and classified as a non-exempt employee at any time during
20 the Class Period, excluding those employees who signed severance agreements." The Class
21 Period is January 19, 2019 through January 5, 2024.

22 7. The Court concludes that, for settlement purposes only, the Class meets the
23 requirements for certification under section 382 of the California Code of Civil Procedure in that:
24 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
25 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
26 community of interest amongst the members of the Class with respect to the subject matter of the
27 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)

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1 the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class
2 action is superior to other available methods for the efficient resolution of this controversy; and (f)
3 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff are adequate
4 representatives of the Class.

5 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
6 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
7 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
8 Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

9 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
10 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development
11 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$2,500 to the Aggrieved Employees. “Aggrieved
13 Employees” are all individuals who were employed by Defendants in California and classified as a
14 nonexempt employee at any time during the PAGA Period (November 1, 2021 through January 5,
15 2024). Pursuant to Labor Code section 2699, subdivision (1)(2), the LWDA will be provided
16 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
17 reasonable.

18
19 10. The Court hereby approves, as to form and content, the Court Approved Notice of
20 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) along with
21 the Objection Form and Request for Exclusion Form, submitted as Exhibit A to the Agreement,
22 and attached to this Order as Exhibit #1. The Court finds that the Class Notice appears to fully
23 and accurately inform the Class Members of all material elements of the proposed Settlement, of
24 the Class Members’ right to be excluded from the Class by submitting a written opt-out request,
25 and of each member’s right and opportunity to object to the Settlement. The Court further finds
26 that the distribution of the Class Notice substantially in the manner and form set forth in the
27 Agreement and this Order meets the requirements of due process, is the best notice practicable

1 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
2 thereto. The Court orders the mailing of the Class Notice Packet by first class mail pursuant to the
3 terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
4 address, the Administrator will promptly search for a more current address and re-mail the Notice
5 Packet no later than fourteen days after the receipt of the undelivered Class Notice Packet. The
6 Administrator shall provide a declaration detailing the notice process and authenticating a copy of
7 every exclusion form received by the Administrator. Class Counsel shall file this declaration of
8 the Administrator concurrently with the filing of any motion for final approval.

9 11. The Court hereby appoints Apex Class Action Administration as Administrator.
10 No later than twenty-one (21) calendar days after preliminary approval of the Settlement by the
11 Court, Defendant shall provide to the Administrator an electronic spreadsheet with the Class Data
12 and the information for any Allegedly Aggrieved Employee. The Administrator will perform
13 address updates and verifications as necessary prior to the mailing of the Class Notice. Using best
14 efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class
15 information spreadsheet, the Administrator will mail the Class Notice to all Class Members via
16 first-class U.S. Mail.

17 12. The Court hereby preliminarily approves the proposed procedure for exclusion
18 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
19 from the Class as provided in the Class Notice by following the instructions for requesting
20 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
21 sent to the Administrator and postmarked by no later than the Response Deadline, which is sixty
22 (60) calendar days after the date of the mailing of the Class Notice Packet. If the Notice Packet is
23 re-mailed, the Response Deadline will be extended an additional 14 days. The Administrator will
24 then authenticate and provide any requests for exclusion to the Court. Any such person who
25 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the
26 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
27 thereon. Class Members who have not requested exclusion shall be bound by all determinations

1 of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that
2 particular individual, and any attempt to effect an opt out of a group, class, or subclass of
3 individuals is not permitted and will be deemed invalid.

4 13. Any Class Member who has not opted out may appear at the final approval hearing
5 and may object or express the Member's views regarding the Settlement and may present evidence
6 and file briefs or other papers that may be proper and relevant to the issues to be heard and
7 determined by the Court as provided in the Notice. Class Members will have until the Response
8 Deadline to submit their written objections to the Administrator in accordance with the
9 instructions in the Class Notice. If the Class Notice Packet is re-mailed, the Response Deadline
10 for written objections will be extended an additional 14 days. The Administrator will then
11 authenticate and provide any written objections to the Court. Alternatively, Class Members may
12 appear at the Final Approval Hearing to make an oral objection.

13 14. A Final Approval Hearing shall be held before this Court on _____ at
14 _____ a.m. in Department 1 at the Riverside Historic Courthouse of the Riverside County
15 Superior Court located at 4050 Main Street, Riverside, California, to determine all necessary
16 matters concerning the Settlement, including: whether the proposed settlement of the Action on
17 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
18 should be finally approved by the Court; whether the Final Approval Order and Judgment should
19 be entered herein; whether the plan of allocation contained in the Agreement should be approved
20 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
21 costs, the service award, and the expenses of the Administrator. All papers in support of the
22 motion for final approval and the motion for attorneys' fees, costs and service awards shall be
23 filed with the Court and served on all counsel no later than sixteen (16) court days before the Final
24 Approval Hearing and both motions shall be heard at the Final Approval Hearing. Class Counsel
25 shall provide service of these motions on any objecting party and notice to any objecting party of
26 any continuance of the hearing on the motion for final approval.

1 15. Neither the Settlement nor any exhibit, document, or instrument delivered
2 thereunder shall be construed as a concession or admission by Defendant in any way that the
3 claims asserted have any merit or that this Action was properly brought as a class or representative
4 action, and shall not be used as evidence of, or used against Defendant as, an admission or
5 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
6 omission by Defendant or with respect to the truth of any allegation asserted by any person.
7 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
8 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
9 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
10 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
11 evidence of a presumption, concession, indication or admission by Defendant of any liability,
12 fault, wrongdoing, omission, concession or damage.

13 16. In the event the Settlement does not become effective in accordance with the terms
14 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
15 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
16 and the Parties shall revert to their respective positions as of before entering into the Agreement,
17 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
18 including all available defenses and affirmative defenses, and arguments that any claim in the
19 Action could not be certified as a class action and/or managed as a representative action. In such
20 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
21 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
22 the Agreement with respect to the effect of the Agreement if it is not approved.

23 17. The Court reserves the right to adjourn or continue the date of the final approval
24 hearing and all dates provided for in the Agreement without further notice to Class Members and
25 retains jurisdiction to consider all further applications arising out of or connected with the
26 proposed Settlement.

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18. The Action is stayed and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

HON. HAROLD W. HOPP
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ERIC HARROLD, an individual, on behalf of himself, and on behalf of all persons similarly situated,

Plaintiffs,

v.

SPARTAN EDUCATION GROUP, LLC, a Limited Liability Corporation, and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CVRI2300320

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed: January 19, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiff Eric Harrold (“Plaintiff”) for an order finally approving
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Spartan
3 Education Group, LLC (“Defendant”), attorneys’ fees and costs, service payment, and the fees and
4 expenses of the Administrator duly came on for hearing on _____ before the
5 Honorable Harold Hopp. The Class Action and PAGA Settlement Agreement is attached as
6 Exhibit #2 to the Declaration of Norman Blumenthal filed on _____.

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8 **I.**
9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

- 12 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 13
14 2. This Court has jurisdiction over the subject matter of this litigation pending before
15 the California Superior Court for the County of Riverside, and over all Parties to this litigation,
16 including the Class.
- 17 3. Based on a review of the papers submitted by Plaintiff and a review of the
18 applicable law, the Court finds that the Gross Settlement Amount of \$400,000 and the terms set
19 forth in the Agreement are fair, reasonable, and adequate.
- 20 4. The Court further finds that the Settlement was the result of arm’s length
21 negotiations conducted after Class Counsel had adequately investigated the claims and became
22 familiar with the strengths and weaknesses of those claims. In particular, the amount the
23 Settlement, the significant risks relating to certification, liability, and damages issues, and the
24 assistance of an experienced mediator in the settlement process, among other factors, support the
25 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

- 27 5. On _____, the Court granted preliminary approval of the Settlement. At

1 this same time, the Court approved conditional certification of the Class for settlement purposes
2 only.

3 **Notice to the Class**

4 6. In compliance with the Preliminary Approval Order, the Court-approved Class
5 Notice was mailed by first class mail to members of the Class at their last known addresses on or
6 about _____. Mailing of the Class Notice to their last known addresses was the best
7 notice practicable under the circumstances and was reasonably calculated to communicate actual
8 notice of the litigation and the proposed settlement to the Class. The Class Notice fully and
9 accurately informed the Class Members of all material elements of the proposed Settlement and of
10 their opportunity to object to or comment thereon or to seek exclusion from the Class; was valid,
11 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
12 California, the United States Constitution, due process and other applicable law. The Class Notice
13 fairly and adequately described the Settlement and provided adequate instructions and a variety of
14 means to obtain additional information.

15 7. The deadline for opting out of the Class or submitting written objections to the
16 Settlement was _____, which for re-mailings was extended by 14 days. There was an
17 adequate interval between notice and the deadline to permit Class Members to choose what to do
18 and act on their decision. A full opportunity has been afforded to the Class Members to
19 participate in this hearing, and all Class Members and other persons wishing to be heard have been
20 heard. Class Members also have had a full and fair opportunity to exclude themselves from the
21 Class. Accordingly, the Court determines that all Class Members who did not timely and properly
22 submit a request for exclusion are bound by the Settlement and this Final Approval Order and
23 Judgment.

24 **Fairness Of Settlement**

25 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
26 48 Cal.App.4th 1794, 1801 (1996).

27 a. The settlement was reached through arm's-length bargaining between the
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1 parties during an all-day mediation before Louis Marlin, a respected and experienced mediator of
2 wage and hour class actions. There has been no collusion between the parties in reaching the
3 proposed settlement.

4 b. Plaintiff and his counsel's investigation and discovery have been sufficient
5 to allow the Court and counsel to act intelligently.

6 c. Counsel for both parties are experienced in similar employment class action
7 litigation. All counsel recommended approval of the Agreement.

8 d. The percentage of objectors and requests for exclusion is small. _____
9 objections were received. _____ requests for exclusion were received.

10 e. The participation rate was high. _____ Class Members will be mailed a
11 settlement payment, representing _____% of the overall Class.

12 9. The consideration to be given to the Class Members under the terms of the
13 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
14 asserted in this action and is fair, reasonable and adequate compensation for the release of the
15 Released Class Claims, given the uncertainties and significant risks of the litigation and the delays
16 which would ensue from continued prosecution of the Action.

17 10. The Agreement is approved as fair, adequate and reasonable and in the best
18 interests of the Class Members.

19 **Attorneys' Fees and Costs**

20 11. An award of \$133,333 for attorneys' fees, representing one-third (1/3) of the Gross
21 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in
22 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
23 results achieved by Class Counsel. The requested award has been supported by Class Counsel's
24 lodestar and billing statement.

25 **Class Representative Service Payment**

26 12. The Agreement provides for Class Representative Service Payment of not more
27 than \$15,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
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1 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light
2 of the risks and burdens undertaken by the Plaintiff in the litigation and for the time and effort in
3 bringing and prosecuting this matter on behalf of the Class.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payments to be made to the
6 Class Members and Allegedly Aggrieved Employees, transmit payment for attorneys’ fees and
7 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff,
8 distribute the LWDA PAGA Payment, issue any required tax reporting forms, calculate
9 withholdings and perform the other remaining duties set forth in the Agreement. The
10 Administrator has documented \$_____ in fees and expenses, and this amount is reasonable in
11 light of the work performed by the Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for a PAGA Penalties payment out of the Gross
14 Settlement Amount of \$10,000, which shall be allocated \$7,500 to the LWDA as the LWDA’s
15 75% share of the settlement of civil penalties paid pursuant to the PAGA and \$2,500 to be
16 distributed to the Allegedly Aggrieved Employees based on their respective PAGA Pay Periods
17 worked during the PAGA Period. The Court finds this PAGA Penalties payment to be reasonable.
18 All Allegedly Aggrieved Employees will be sent their Individual PAGA Payment and will be
19 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
20 of the Settlement. “Aggrieved Employees” are all individuals who were employed by Defendants
21 in California and classified as a non-exempt employee at any time during the PAGA Period
22 (November 1, 2021 through January 5, 2024). Pursuant to Labor Code section 2699, subdivision
23 (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has
24 indicated no objection thereto. The Court finds the PAGA Penalties to be reasonable.

25
26 **II.**
27 **ORDERS**
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1 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

2 1. The certification of the Class for the purposes of settlement is confirmed. The
3 Class is defined as follows:

4 All individuals who were employed by Defendant in California and classified as a
5 non-exempt employee at any time during the Class Period, excluding those
6 employees who signed severance agreements (January 19, 2019 through January 5,
2024).

7 2. All persons who meet the foregoing definition are members of the Class, except for
8 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
9 REFERENCE TO IDENTIFY ANY OPT OUTS].

10 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class.

12 4. The envelopes containing the settlement distributions to Class Member shall bear
13 the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” The
14 settlement distribution checks shall be valid for 180 from the date of mailing. The Settlement
15 Administrator shall mail a reminder postcard to any Class Member whose check has not been
16 negotiated within 60 days after the date of mailing. If (i) any of the Class Members are current
17 employees of the Defendant, (ii) the distribution mailed to those Class Members is returned to the
18 Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid
19 mailing address, the Administrator shall arrange with the Defendant to have those distributions
20 delivered to the Class Members at their place of employment. ~~The settlement distribution shall
21 include notification of the entry of judgment in the envelope which shall read as follows: “Please
22 be advised that on _____, 2024, the Court entered judgment in this action, *Harrold v.*
23 *Spartan Education Group*, Case No. CVRI2300320, and a copy of the Judgment can be found by
24 going to the Administrator’s website at <<_____>>.~~

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1 5. Class Counsel are awarded attorneys' fees in the amount of \$ _____ and
2 costs in the amount of \$ _____. Class Counsel shall not seek or obtain any other
3 compensation or reimbursement from Defendant, Plaintiff or members of the Class.

4 6. The payment of the Class Representative Service Payment in the amount of \$
5 _____ to the Plaintiff is approved.

6 7. The payment of \$ _____ to the Administrator for their fees and expenses
7 is approved.

8 8. The PAGA Penalties payment of \$10,000 is approved and shall be allocated in
9 accordance with the Agreement.

10 9. Neither the Agreement nor this Settlement are not an admission by Defendant, nor
11 is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or
12 of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than
13 for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor
14 any document referred to herein, nor any action taken to carry out the Agreement is, may be
15 construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or
16 liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
17 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
18 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
19 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
20 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
21 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
22 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or
23 Released PAGA Claims.

24 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
25 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
26 and Judgment shall be posted on ~~Administrator's Class Counsel's~~ website as set forth in the Class
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1 Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order
2 and Judgment to individual Class Members.

3 11. If the Agreement does not become final and effective in accordance with the terms
4 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
5 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
6 revert to their respective positions as of before entering into the Agreement, and expressly reserve
7 their respective rights regarding the prosecution and defense of this Action, including all available
8 defenses and affirmative defenses, and arguments that any claim in the Action could not be
9 certified as a class action and/or managed as a representative action.

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11 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

12 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
13 Plaintiff, Class Members, and Allegedly Aggrieved Employees, shall take nothing in the Action.

14 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
15 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
16 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
17 arising from or in connection with the distribution of settlement benefits.

18 3. Each party shall bear its own attorneys' fees and costs, except as otherwise
19 provided in the Agreement and in this Final Approval Order and Judgment.

20 4. Effective on the date when Defendant fully funds the entire Gross Settlement
21 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
22 Payments, all Participating Class Members, on behalf of themselves and their respective former
23 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
24 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
25 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
26 Operative Complaint which occurred during the Class Period. Participating Class Members do not
27 release any other claims, including claims for vested benefits, wrongful termination, violation of
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1 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
2 workers' compensation, or claims based on facts occurring outside the Class Period.

3 5. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, Plaintiff and the LWDA are deemed to release, on behalf of themselves and their
6 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
7 and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA
8 Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been
9 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which
10 occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
11 claims, any Allegedly Aggrieved Employees' claim for individual wages or damages, claims for
12 wrongful termination, discrimination, unemployment insurance, disability, social security,
13 workers' compensation, and PAGA claims outside of the PAGA Period.

14 6. As used herein, the "Released Parties" are: Defendant and Defendant's officers,
15 directors, employees, shareholders, and agents.

16 7. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, Plaintiff and his or her respective former and present spouses, representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
20 Parties from all claims, transactions, or occurrences that occurred during the Class Period as set
21 forth fully in the Agreement ("Plaintiff's Release").

22 8. A non-appearance compliance hearing is set for _____ at
23 _____, with the report from the Administrator to be filed no later than
24 _____.

25 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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27 Dated: _____

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HON. HAROLD W. HOPP
JUDGE, SUPERIOR COURT OF CALIFORNIA

FINAL APPROVAL ORDER AND JUDGMENT