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14  
 15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 16 **FOR THE COUNTY OF LOS ANGELES**

17 CHARLOTTE DEARDORFF, individually,  
and on behalf of all others similarly situated,

18 *Plaintiff,*

19 vs.

20 TUTOR PARTNERS LLC, a Maryland  
21 limited liability company; DOES 1 through  
10, inclusive,

22 *Defendant.*

Case No.: 24STCV13693 (*lead* Class Action)  
24STCV21120 (PAGA)

*[Assigned for all purposes to: Hon. Laura A. Seigle, Dept. 17]*

**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

Class Action Filed: May 31, 2024  
PAGA Action Filed: August 19, 2024

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between  
2 Plaintiff Charlotte Deardorff (“Plaintiff”) and Defendant Tutor Partners LLC (“Defendant”). The  
3 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 1. **DEFINITIONS.**

5 1.1 “Actions” means Plaintiff’s class and PAGA lawsuits alleging wage and hour  
6 violations against Defendant captioned *Charlotte Deardorff v. Tutor Partners LLC*, Los Angeles  
7 County Superior Court, Case Nos. 24STCV13693, filed on May 31, 2024 (“Class Action”) and  
8 Case No. 24STCV21120, filed on August 19, 2024 (“PAGA Action”).

9 1.2 “Administrator” means Apex Class Action LLC, the neutral entity the Parties have  
10 agreed to appoint to administer the Settlement.

11 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross  
12 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the  
13 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary  
14 Approval of the Settlement.

15 1.4 “Aggrieved Employee” means all current and former non-exempt employees of  
16 Defendant in the State of California at any time during the PAGA Period.

17 1.5 “Class” means all current and former non-exempt employees of Defendant in the State  
18 of California during the Class Period.

19 1.6 “Class Counsel” means John G. Yslas, Eugene Zinovyev, John Brown and Gabriella  
20 Solé of Wilshire Law Firm, PLC.

21 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class  
22 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will  
23 request approval from the Court of up to one-third (1/3) of the GSA (currently \$55,000.00).

24 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class  
25 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,  
26 not to exceed \$20,000.00, and paid from the Gross Settlement Amount.

27 1.9 “Class Data” means Class Member identifying information in Defendant’s possession  
28 including the Class Member’s name, last-known mailing address, Social Security number, and

1 number of Workweeks and PAGA Pay Periods.

2 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either  
3 a Participating Class Member or Non-Participating Class Member (including a Non-Participating  
4 Class Member who qualifies as an Aggrieved Employee).

5 1.11 “Class Member Address Search” means the Administrator’s investigation and search for  
6 current Class Member mailing addresses using all reasonably available sources, methods, and  
7 means including, but not limited to, the National Change of Address database, skip traces, and  
8 direct contact by the Administrator with Class Members.

9 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final  
10 Approval, to be mailed to Class Members in English, attached as Exhibit A and incorporated by  
11 reference into this Agreement.

12 1.13 “Class Period” or “Class Settlement Period” means the period from January 1, 2023  
13 through June 12, 2025 (“Settlement Class Period”).

14 1.14 “Class Representative(s)” means the named Plaintiff Charlotte Deardorff in the Actions.

15 1.15 “Class Representative Service Payment(s)” or “Enhancement Award(s)” means the  
16 payment to the Class Representatives for initiating the Actions and providing services in support  
17 of the Action.

18 1.16 “Court” means the Superior Court of California, County of Los Angeles.

19 1.17 “Defendant” means named Defendant Tutor Partners LLC.

20 1.18 “Defense Counsel” means Dan M. Forma and Linda Wang of CDF Labor Law LLP.

21 1.19 “Effective Date” means the date by which both of the following have occurred: (a) the  
22 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
23 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no  
24 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if  
25 one or more Participating Class Members objects to the Settlement, the day after the deadline for  
26 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,  
27 the day after the appellate court affirms the Judgment and issues a remittitur.

28 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval  
2 of the Settlement.

3 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final  
4 Approval of the Settlement.

5 1.23 “Gross Settlement Amount” or “GSA” means \$165,000.00, which is the total amount  
6 Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

7 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of  
8 the Net Settlement Amount calculated according to the number of Workweeks worked during the  
9 Class Period.

10 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%  
11 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during  
12 the PAGA Period.

13 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

14 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency  
15 entitled, under Labor Code section 2699, subd. (i).

16 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA  
17 under Labor Code section 2699, subd. (i).

18 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following  
19 payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class  
20 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration  
21 Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class  
22 Payments.

23 1.30 “Non-Participating Class Member” means any Class Member who opts out of the  
24 Settlement by sending the Administrator a valid and timely Request for Exclusion.

25 1.31 “Operative Class Complaint” means the operative class action complaint filed in the  
26 Class Action.

27 1.32 “Operative PAGA Complaint” means the operative PAGA complaint filed in the PAGA  
28 Action.

1 1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee  
2 worked for Defendant for at least one day during the PAGA Period.

3 1.34 “PAGA Period” means the period from June 14, 2023 through June 12, 2025.

4 1.35 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

5 1.36 “PAGA Notice” means Plaintiff’s June 14, 2024 letter (LWDA-CM-1034085-24) to the  
6 LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

7 1.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the  
8 Gross Settlement Amount (\$25,000.00), allocated 25% to the Aggrieved Employees (\$6,250.00)  
9 and 75% to LWDA (\$18,750.00) in settlement of PAGA claims.

10 1.38 “Participating Class Member” means a Class Member who does not submit a valid and  
11 timely Request for Exclusion from the Settlement.

12 1.39 “Plaintiff” means Charlotte Deardorff, the named plaintiff in the Actions.

13 1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
14 Settlement.

15 1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2  
16 below.

17 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph  
18 5.3 below.

19 1.43 “Released Parties” means Defendant and each of its subsidiaries, affiliates, shareholders,  
20 owners, members, agents, officers, predecessors, successors, and assigns.

21 1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be  
22 excluded from the Class Settlement signed by the Class Member.

23 1.45 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to  
24 Class Members and Aggrieved Employees and shall be the last date on which Class Members  
25 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail  
26 his or her Objection to the Settlement. Class Members to whom Notice packets are resent after  
27 having been returned undeliverable to the Administrator shall have an additional fourteen (14)  
28 calendar days beyond the Response Deadline has expired.

1 1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the  
2 Judgment.

3 1.47 “Workweek” means any week during which a Class Member worked for Defendant for  
4 at least one day, during the Class Period.

5 2. **RECITALS.**

6 2.1 On May 31, 2024, Plaintiff filed the Class Action alleging Defendant (1) failed to pay  
7 minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal  
8 periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at  
9 termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify  
10 employees for expenditures; (8) failed to produce requested employment records; and (9) violated  
11 California’s Unfair Competition Law, California Business and Professions Code section 17200,  
12 *et seq.*

13 2.2 On June 14, 2024, pursuant to Labor Code § 2699.3, subd. (a), Plaintiff gave notice to  
14 the LWDA and Defendant that Plaintiff intended to proceed with a representative action under  
15 PAGA (LWDA-CM-1034085-24). On August 19, 2024, after the 65-day statutory period passed,  
16 Plaintiff filed the Operative PAGA Complaint, alleging claims for penalties pursuant to Labor  
17 Code § 2699, *et seq.*

18 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the  
19 laws identified in the Actions, and denies any and all liability for the causes of action alleged in  
20 the Actions.

21 2.4 On March 4, 2025, the Parties participated in an all-day mediation presided over by  
22 mediator Daniel Turner. With the help of Mr. Turner, the Parties were able to reach an agreement  
23 on general settlement terms at mediation and executed a Memorandum of Understanding  
24 thereafter.

25 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts  
26 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a  
27 representative sampling of time and payroll data for Class Members and the necessary policy  
28 documents through informal discovery to properly evaluate the strengths and weakness of the

1 claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient  
 2 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48  
 3 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-  
 4 130 (2008) (“*Dunk/Kullar*”).

5 2.6 The Court has not granted class certification because the Parties engaged in mediation  
 6 before any class certification.

7 3. **MONETARY TERMS.**

8 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,  
 9 Defendant will pay \$165,000.00 to fully settle, resolve, and extinguish all claims asserted in the  
 10 Actions, including without limitation all claims asserted in the PAGA Notice. The Gross  
 11 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the  
 12 wage portions of the Individual Class Payments, which Defendant will pay separately.

13 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct  
 14 the following payments from the Gross Settlement Amount, in the amounts specified by the Court  
 15 in the Final Approval:

16 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than  
 17 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the  
 18 Class Representative is entitled to receive as a Participating Class Member. Defendant will not  
 19 oppose Plaintiff’s request for an Enhancement Award that does not exceed this amount. As part  
 20 of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek  
 21 Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the Final  
 22 Approval Hearing, or as otherwise ordered by the Court. If the Court approves an Enhancement  
 23 Award less than the amount requested, the Administrator will retain the remainder in the Net  
 24 Settlement Amount to be distributed to Participating Class Members. The Administrator will pay  
 25 the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability  
 26 for employee taxes owed on the Enhancement Award.

27 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)  
 28 of the GSA, which is currently estimated to be \$55,000.00 and a Class Counsel Litigation

1 Expenses Payment for actual costs. Defendant will not oppose requests for these payments.  
 2 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses  
 3 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise  
 4 ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel  
 5 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the  
 6 remainder to the Net Settlement Amount for distribution to Participating Class Members.  
 7 Released Parties shall have no liability to Class Counsel or any other Plaintiff’s counsel arising  
 8 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation  
 9 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class  
 10 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full  
 11 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class  
 12 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,  
 13 from any dispute or controversy regarding any division or sharing of any of these Payments.

14       3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to  
 15 exceed \$6,690.00 except for a showing of good cause and as approved by the Court. To the extent  
 16 the Administration Costs are less or the Court approves payment of less than requested, the  
 17 Administrator will retain the remainder in the Net Settlement Amount to be distributed to  
 18 Participating Class Members.

19       3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by  
 20 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all  
 21 Participating Class Members during the Class Period, and (b) multiplying the result by each  
 22 individual Participating Class Member’s Workweeks.

23       3.2.4.1 Tax Allocation of Individual Class Payments.  
 24 Five percent (5%) of each Participating Class Member’s Individual Class Payment will be  
 25 allocated to the Settlement of wage claims (the “Wage Portion”). The Wage Portion is subject to  
 26 tax withholding and will be reported on an IRS W-2 Form. The remaining ninety-five percent  
 27 (95%) of each Participating Class Member’s Individual Class Payment will be allocated to the  
 28 settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions

1 are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class  
2 Members assume full responsibility and liability for any employee taxes owed on their Individual  
3 Class Payment.

4 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual  
5 Class Payments. Non-Participating Class Members will not receive any Individual Class  
6 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the  
7 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

8 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
9 \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the  
10 LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

11 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)  
12 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250.00) by  
13 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the  
14 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA  
15 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on  
16 their Individual PAGA Payment.

17 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,  
18 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to  
19 Participating Class Members. The Administrator will report the Individual PAGA Payments on  
20 IRS 1099 Forms.

21 4. **SETTLEMENT FUNDING AND PAYMENTS.**

22 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its  
23 records, Defendant represents there are approximately 267 Class Members who collectively  
24 worked a total of approximately 6,500 workweeks during the Class Period.

25 4.2 Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval  
26 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a  
27 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must  
28 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement

1 and for no other purpose, and restrict access to the Class Data to Administrator employees who  
 2 need access to the Class Data to effect and perform under this Agreement. The Administrator  
 3 will not share the Class Data with Plaintiff or Class Counsel. Defendant has a continuing duty to  
 4 immediately notify Class Counsel if it discovers that the Class Data omitted class member  
 5 identifying information and to provide corrected or updated Class Data as soon as reasonably  
 6 feasible. Without any extension of the deadline by which Defendant must send the Class Data to  
 7 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,  
 8 to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

9 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement  
 10 Amount and the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting  
 11 the funds to the Administrator in accordance with the following schedule:

- 12 a. \$41,250 shall be deposited no later than ninety (90) calendar days after the Effective  
 13 Date;
- 14 b. \$41,250 shall be deposited no later than one hundred and eighty (180) calendar days  
 15 after the Effective Date;
- 16 c. \$41,250 shall be deposited no later than two hundred and seventy (270) calendar days  
 17 after the Effective Date;
- 18 d. 41,250 shall be deposited no later than three hundred and sixty (360) calendar days  
 19 after the Effective Date.

20 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant  
 21 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all  
 22 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the  
 23 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the  
 24 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel  
 25 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of  
 26 Individual Class Payments and Individual PAGA Payments.

27 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or  
 28 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The

1 face of each check shall prominently state the date (180 days after the date of mailing) when the  
2 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the  
3 Void Date. The Administrator will send checks for Individual Settlement Payments to all  
4 Participating Class Members (including those for whom the Class Notice was returned  
5 undelivered). The Administrator will send checks for Individual PAGA Payments to all  
6 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved  
7 Employees (including those for whom Class Notice was returned undelivered). The Administrator  
8 may send Participating Class Members a single check combining the Individual Class Payment  
9 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator  
10 must update the recipients’ mailing addresses using the National Change of Address Database.

11 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class  
12 Members whose checks are returned undelivered without USPS forwarding address. Within seven  
13 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS  
14 forwarding address provided or to an address ascertained through the Class Member Address  
15 Search. The Administrator need not take further steps to deliver checks to Class Members whose  
16 re-mailed checks are returned as undelivered. The Administrator shall promptly send a  
17 replacement check to any Class Member whose original check was lost or misplaced, requested  
18 by the Class Member prior to the void date.

19 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA  
20 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the  
21 funds represented by such checks to the California Controller's Unclaimed Property Fund in the  
22 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of  
23 California Code of Civil Procedure Section 384, subd. (b).

24 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall  
25 not obligate Defendant to confer any additional benefits or make any additional payments to Class  
26 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

27 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross  
28 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual

1 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all  
2 Released Parties as follows:

3       5.1 Plaintiff's Release. Plaintiff discharges Released Parties from all claims,  
4 transactions, or occurrences, that occurred during the Class Period, including all claims that were,  
5 or reasonably could have been, alleged, based on the facts contained in the Actions and the June  
6 14, 2024 PAGA Notice; and claims under the Fair Employment and Housing Act, Americans  
7 with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and  
8 all equivalent claims under federal law ("Plaintiff's Release"). Plaintiff's Release does not extend  
9 to any claims or actions to enforce this Agreement, or to any claims for vested benefits,  
10 unemployment benefits, disability benefits, social security benefits, workers' compensation  
11 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff  
12 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts  
13 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's  
14 Release shall be and remain effective in all respects, notwithstanding such different or additional  
15 facts or Plaintiff's discovery of them.

16       5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
17 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
18 and benefits, if any, of section 1542 of the California Civil Code, which reads:

19             A general release does not extend to claims that the creditor or releasing party does  
20             not know or suspect to exist in his or her favor at the time of executing the release,  
21             and that if known by him or her would have materially affected his or her settlement  
22             with the debtor or Released Party.

23       5.2 Released Class Claims: All Participating Class Members will release Defendant and the  
24 Released Parties from those claims alleged in the Operative Class Complaint as well as all claims  
25 that could have been pled arising out of the same operative facts irrespective of the theory of  
26 recovery during the Class Period (collectively the "Released Class Claims").

27       5.3 Released PAGA Claims: All Aggrieved Employees will release Defendant and the  
28 Released Parties from all claims alleged in Plaintiff's PAGA Notice as well as all claims that

1 could have been pled arising out of the same operative facts irrespective of the theory of recovery  
 2 during the PAGA Period (collectively the “Released PAGA Claims”).

3 **6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for  
 4 preliminary approval (“Motion for Preliminary Approval”).

5 6.1 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining  
 6 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the  
 7 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*  
 8 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));  
 9 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;  
 10 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness  
 11 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of  
 12 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class  
 13 Counsel firm attesting to its competency to represent the Class Members; its timely transmission  
 14 to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant  
 15 to any actual or potential conflict of interest with Class Members, and/or the Administrator. In  
 16 their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other  
 17 pending matter or action asserting claims that will be extinguished or adversely affected by the  
 18 Settlement.

19 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible  
 20 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a  
 21 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary  
 22 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the  
 23 Court, and deliver the Court’s Preliminary Approval Order to the Administrator. Class Counsel  
 24 shall provide drafts of all documents necessary for obtaining Preliminary Approval to Defense  
 25 Counsel not later than five (5) business days prior to filing the Motion for Preliminary Approval.  
 26 Class Counsel and Defense Counsel will expeditiously meet and confer via email or by telephone,  
 27 and in good faith, to resolve any disagreements concerning the Motion for Preliminary Approval.

28 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for

1 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
2 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person  
3 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant  
4 Preliminary Approval or conditions Preliminary Approval on any material change to this  
5 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of  
6 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and  
7 otherwise satisfy the Court's concerns.

8 **7. SETTLEMENT ADMINISTRATION.**

9 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to  
10 serve as the Administrator and verified that, as a condition of appointment, the Administrator  
11 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this  
12 Agreement in exchange for payment of Administration Costs. The Parties and their Counsel  
13 represent that they have no interest or relationship, financial or otherwise, with the Administrator  
14 other than a professional relationship arising out of prior experiences administering settlements.

15 7.2 Employer Identification Number. The Administrator shall have and use its own  
16 Employer Identification Number for purposes of calculating payroll tax withholdings and  
17 providing reports to state and federal tax authorities.

18 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that  
19 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation  
20 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into  
21 the QSF prior to distribution by the Administrator will become part of the NSA for distribution  
22 to Participating Class Members.

23 7.4 Notice to Class Members.

24 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator  
25 shall notify Class Counsel that the list has been received and state the number of Class Members,  
26 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

27 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days  
28 after receiving the Class Data, the Administrator will send to all Class Members identified in the

1 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with  
2 Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first  
3 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class  
4 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of  
5 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class  
6 Notices, the Administrator shall update Class Member addresses using the National Change of  
7 Address database.

8 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class  
9 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice  
10 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding  
11 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class  
12 Notice to the most current address obtained. The Administrator has no obligation to make further  
13 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the  
14 USPS a second time.

15 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks  
16 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond  
17 the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-  
18 mailed. The Administrator will inform the Class Member of the extended deadline with the re-  
19 mailed Class Notice.

20 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise  
21 discovers any persons who believe they should have been included in the Class Data and should  
22 have received Class Notice, the Parties will expeditiously meet and confer in person or by  
23 telephone, and in good faith in an effort to agree on whether to include them as Class Members.  
24 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class  
25 Members, and the Administrator will send, via email or overnight delivery, a Class Notice  
26 requiring them to exercise options under this Agreement not later than 14 days after receipt of  
27 Class Notice, or the deadline dates in the Class Notice, whichever are later.

28 7.5 Requests for Exclusion (Opt-Outs).

1           7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
2 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not  
3 later than 45 days after the Administrator mails the Class Notice (plus an additional 14) days for  
4 Class Members whose Class Notice is re-mailed. A Request for Exclusion is a letter from a Class  
5 Member or his/her representative that reasonably communicates the Class Member's election to  
6 be excluded from the Settlement and includes the Class Member's name, address and email  
7 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,  
8 or postmarked by the Response Deadline.

9           7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails  
10 to contain all the information specified in the Class Notice. The Administrator shall accept any  
11 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the  
12 person as a Class Member and the Class Member's desire to be excluded. The Administrator's  
13 determination shall be final and not appealable or otherwise susceptible to challenge. If the  
14 Administrator has reason to question the authenticity of a Request for Exclusion, the  
15 Administrator may demand additional proof of the Class Member's identity. The Administrator's  
16 determination of authenticity shall be final and not appealable or otherwise susceptible to  
17 challenge.

18           7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion  
19 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and  
20 bound by all terms and conditions of the Settlement, including the Participating Class Members'  
21 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating  
22 Class Member actually receives the Class Notice or objects to the Settlement.

23           7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a  
24 Non-Participating Class Member and shall not receive an Individual Class Payment or have the  
25 right to object to the class action components of the Settlement. Because future PAGA claims are  
26 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who  
27 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in  
28 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

1        7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)  
2 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for  
3 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks  
4 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member  
5 may challenge the allocation by communicating with the Administrator via fax, email or mail.  
6 The Administrator must encourage the challenging Class Member to submit supporting  
7 documentation. In the absence of any contrary documentation, the Administrator is entitled to  
8 presume that the Workweeks contained in the Class Notice are correct so long as they are  
9 consistent with the Class Data. The Administrator's determination of each Class Member's  
10 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise  
11 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the  
12 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the  
13 Administrator's determination of the challenges.

14        7.7 Objections to Settlement.

15            7.7.1 Only Participating Class Members may object to the class action components of the  
16 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or  
17 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses  
18 Payment and/or Enhancement Award.

19            7.7.2 Participating Class Members may send written objections to the Administrator, by  
20 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire  
21 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A  
22 Participating Class Member who elects to send a written objection to the Administrator must do  
23 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional  
24 14 days for Class Members whose Class Notice was re-mailed).

25            7.7.3 Non-Participating Class Members have no right to object to any of the class action  
26 components of the Settlement.

27        7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
28 performed or observed by the Administrator contained in this Agreement or otherwise.

1           7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,  
2 maintain and use an internet website to post information of interest to Class Members including  
3 the date, time and location for the Final Approval Hearing and copies of the Settlement  
4 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;  
5 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation  
6 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The  
7 Administrator will also maintain and monitor an email address and a toll-free telephone number  
8 to receive Class Member calls, faxes and emails.

9           7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
10 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later  
11 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the  
12 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names  
13 and other identifying information of Class Members who have timely submitted valid Requests  
14 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class  
15 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for  
16 Exclusion from Settlement submitted (whether valid or invalid).

17           7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports  
18 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices  
19 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid  
20 or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received  
21 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA  
22 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment  
23 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and  
24 objections received.

25           7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to  
26 address and make final decisions consistent with the terms of this Agreement on all Class Member  
27 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision  
28 shall be final and not appealable or otherwise susceptible to challenge.

1           7.8.5 Administrator's Declaration. Not later than 14 days before the date by which  
2 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will  
3 provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court  
4 attesting to its due diligence and compliance with all of its obligations under this Agreement,  
5 including, but not limited to, its mailing of Class Notice, the Class Notices returned as  
6 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number  
7 of Requests for Exclusion from Settlement it received (both valid or invalid), the number of  
8 written objections and attach the Exclusion List. The Administrator will supplement its  
9 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible  
10 for filing the Administrator's declaration(s) in Court.

11           7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator  
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel  
13 and Defense Counsel with a final report detailing its disbursements by employee identification  
14 number only of all payments made under this Agreement. At least 15 days before any deadline  
15 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense  
16 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all  
17 payments required under this Agreement. Class Counsel is responsible for filing the  
18 Administrator's declaration in Court.

19 8. **ESCALATOR CLAUSE**. Based on the records provided in discovery, there are  
20 approximately 267 Class Members who collectively worked a total of approximately 6,500  
21 Workweeks during the Class Period. Should the Workweeks increase more than 10% (i.e. more  
22 than 7,150 workweeks), Defendant will have the option to either: (1) increase the Gross  
23 Settlement Amount on a proportional basis equal to the percentage increase in the number of  
24 Workweeks worked by the Class Members above the 10% (for example, if the final number of  
25 total workweeks increases by 11%, the GSA will increase 1%); or (2) shorten the Class Period to  
26 an earlier date at which only the represented number of workweeks plus 10% are covered by the  
27 Class Period.

28 9. **MOTION FOR FINAL APPROVAL**. Not later than 16 (sixteen) court days before the  
c

1 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in  
2 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the  
3 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;  
4 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts  
5 of these documents to Defense Counsel prior to filing the Motion for Final Approval not later  
6 than five (5) business days prior to filing the Motion for Final Approval. Class Counsel and  
7 Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith,  
8 to resolve any disagreements concerning the Motion for Final Approval.

9 9.1 Response to Objections. Each Party retains the right to respond to any objection raised  
10 by a Participating Class Member, including the right to file responsive documents in Court no  
11 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or  
12 accepted by the Court.

13 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
14 Approval on any material change to the Settlement (including, but not limited to, the scope of  
15 release to be granted by Class Members), the Parties will expeditiously work together in good  
16 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final  
17 Approval. The Court’s decision to award less than the amounts requested for the Enhancement  
18 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or  
19 Administrator Costs Payment shall not constitute a material modification to the Agreement within  
20 the meaning of this paragraph.

21 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
22 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes  
23 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration  
24 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

25 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
26 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
27 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective  
28 counsel, and all Participating Class Members who did not object to the Settlement as provided in

1 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-  
2 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new  
3 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the  
4 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'  
5 obligations to perform under this Agreement will be suspended until such time as the appeal is  
6 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount  
7 of the Net Settlement Amount.

8 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
9 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material  
10 modification of this Agreement (including, but not limited to, the scope of release to be granted  
11 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
12 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
13 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
14 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the  
15 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute  
16 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross  
17 Settlement Amount remains unchanged.

18 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil  
19 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended  
20 judgment.

21 11. **ADDITIONAL PROVISIONS.**

22 11.1 No Admission of Liability, Class Certification or Representative Manageability for  
23 Other Purposes. This Agreement represents a compromise and settlement of highly disputed  
24 claims. Nothing in this Agreement is intended or should be construed as an admission by  
25 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has  
26 any liability for any claims asserted; nor should it be intended or construed as an admission by  
27 Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class  
28 certification and representative treatment is for purposes of this Settlement only. If, for any reason,

1 the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant  
2 reserves the right to contest certification of any class for any reason, Defendant reserves all  
3 available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class  
4 certification on any grounds available and to contest Defendant's defenses. The Settlement, this  
5 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be  
6 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
7 Settlement and this Agreement).

8 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and  
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement  
10 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit  
11 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly  
12 or indirectly, specifically or generally, to any person, corporation, association, government  
13 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom  
14 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the  
15 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order  
16 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government  
17 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,  
18 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense  
19 Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
20 communication, before the filing of the Motion for Preliminary Approval, with any third party  
21 regarding this Agreement or the matters giving rise to this Agreement except to respond only that  
22 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's  
23 communications with Class Members in accordance with Class Counsel's ethical obligations  
24 owed to Class Members.

25 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and  
26 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
27 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability  
28 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's

1 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

2 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
3 together with its attached exhibits shall constitute the entire agreement between the Parties  
4 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or  
5 inducements made to or by any Party.

6 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
7 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate  
8 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate  
9 its terms, and to execute any other documents reasonably required to effectuate the terms of this  
10 Agreement including any amendments to this Agreement.

11 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their  
12 best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
13 Settlement Agreement, submitting supplemental evidence and supplementing points and  
14 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
15 or content of any document necessary to implement the Settlement, or on any modification of the  
16 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
17 assistance of a mediator and/or the Court for resolution.

18 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not  
19 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
20 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
21 action, or right released and discharged by the Party in this Settlement.

22 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
23 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
24 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR  
25 Part 10, as amended) or otherwise.

26 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,  
27 modified, changed, or waived only by an express written instrument signed by all Parties or their  
28 representatives, and approved by the Court.

1 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure  
2 to the benefit of, the successors of each of the Parties.

3 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
4 governed by and interpreted according to the internal laws of the state of California, without  
5 regard to conflict of law principles.

6 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation  
7 of this Agreement. This Agreement will not be construed against any Party on the basis that the  
8 Party was the drafter or participated in the drafting.

9 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders  
10 entered during Action and in this Agreement relating to the confidentiality of information shall  
11 survive the execution of this Agreement.

12 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is  
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement  
15 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
16 weekend or federal legal holiday, such date or deadline shall be on the first business day  
17 thereafter.

18 11.16 Notice. All notices, demands, or other communications between the Parties in  
19 connection with this Agreement will be in writing and deemed to have been duly given as of the  
20 third business day after mailing by United States mail, or the day sent by email or messenger,  
21 addressed as follows:

22 To Plaintiff:

23 John G. Yslas (SBN 187324)  
24 john.yslas@wilshirelawfirm.com  
25 Eugene Zinovyev (SBN 267245)  
eugene.zinovyev@wilshirelawfirm.com  
26 John Brown (SBN 233605)  
john.brown@wilshirelawfirm.com  
27 Gabriella Solé (SBN 346164)  
gabriella.sole@wilshirelawfirm.com  
28 **WILSHIRE LAW FIRM**  
3055 Wilshire Blvd., 12th Floor

To Defendant:

**CDF LABOR LAW LLP**  
Dan M. Forman, (SBN 155811)  
dforman@cdflaborlaw.com  
Linda Wang, (SBN 317984)  
lwang@cdflaborlaw.com  
707 Wilshire Boulevard, Suite 5150  
Los Angeles, CA 90017  
Telephone: (213) 612-6300

1 Los Angeles, California 90010  
2 Telephone: (213) 381-9988  
3 Facsimile: (213) 381-9989

4 11.17 Execution in Counterparts. This Agreement may be executed in one or more  
5 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this  
6 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
7 deemed to be one and the same instrument if counsel for the Parties will exchange between  
8 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove  
9 the existence and contents of this Agreement.

10 11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
11 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
12 agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date  
13 to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

14 11.19 Binding Agreement. The Parties intend that this Agreement shall be fully  
15 enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that  
16 it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to  
17 Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that  
18 otherwise might apply under federal or state law. The Parties further agree and intend that the Los  
19 Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure  
20 § 664.6.

21 **IT IS SO AGREED.**

22 By the Parties:

23 DATED: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Charlotte Deardorff

25 DATED: 10/9/2025  
26 \_\_\_\_\_

DocuSigned by:  
  
4B6DDAE9E081427...  
Defendant Tutor Partners LLC  
By: Karima Davis  
Position: CEO and Founder

1 Approved as to form by counsel:

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DATED:

**WILSHIRE LAW FIRM**

BY: \_\_\_\_\_  
Eugene Zinovyev  
Counsel for Plaintiff Charlotte Deardorff

DATED: October 10, 2025

**CDF LABOR LAW LLP**

BY:  \_\_\_\_\_  
Dan M. Forman | Linda Wang  
Counsel for Tutor Partners LLC

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
2 deemed to be one and the same instrument if counsel for the Parties will exchange between  
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove  
4 the existence and contents of this Agreement.

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6 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
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11 admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid.  
12 Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise  
13 might apply under federal or state law. The Parties further agree and intend that the Los Angeles  
14 County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

15 **IT IS SO AGREED.**

16 By the Parties:

17 DATED: 10/2/2025

Signed by:  
  
A1DBADF498DF412...  
Plaintiff Charlotte Deardorff

18  
19 DATED: \_\_\_\_\_

Defendant Tutor Partners LLC  
By: \_\_\_\_\_  
Position: \_\_\_\_\_

22 Approved as to form by counsel:

23 DATED: October 2, 2025

**WILSHIRE LAW FIRM**  
BY:   
Eugene Zinovyev  
Counsel for Plaintiff Charlotte Deardorff

26 DATED: \_\_\_\_\_

**CDF LABOR LAW LLP**  
BY: \_\_\_\_\_  
Dan M. Forman | Linda Wang  
Counsel for Tutor Partners LLC

# **EXHIBIT A**

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

*Deardorff v. Tutor Partners LLC*

Los Angeles County Superior Court Case No. 24STCV13693

***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.***

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Tutor Partners LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Charlotte Deardorff (“Plaintiff”), and seeks payment of (1) unpaid wages and other relief for a class of individuals who worked for Defendant in California as non-exempt employees (“Class Members”) at any time during the period from January 1, 2023, through June 12, 2025 (“Class Period”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all individuals who worked for Defendant in California as non-exempt employees (“Aggrieved Employees”) at any time during the period from June 14, 2023, through June 12, 2025 (“PAGA Period”).

The proposed settlement has two main parts: (1) a class settlement requiring Defendant to fund individual class payments, and (2) a PAGA settlement requiring Defendant to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the parties’ current assumptions, **your individual class payment is estimated to be \$ [REDACTED] (less withholdings) and your individual PAGA payment is estimated to be \$ [REDACTED]**. 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 individual PAGA payment, then according to Defendant’s records you are not eligible for an individual PAGA payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period**. If you believe that you worked more workweeks during the Class Period or pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this 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 requires Class Members and Aggrieved Employees 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 an individual PAGA payment. As a participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
- (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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed settlement.

**Defendant will not retaliate against you for any actions you take or do not take with respect to the proposed settlement.**

### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this settlement ("Released Claims").</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is [45 days from mailing]</b></p>	<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. 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 VI of this notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed settlement. Defendant must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by [45 days from mailing]</b></p>	<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 are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or</p>

	Plaintiff if you think they are unreasonable. See Section VII of this notice.
<b>You Can Participate in the [REDACTED] Final Approval Hearing</b>	The Court’s final approval hearing is scheduled to take place on [REDACTED]. 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 VIII of this notice.
<b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b>  <b>Written Challenges Must be Submitted by [45 days from mailing]</b>	The amount of your individual class payment and individual PAGA payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by [45 days from mailing]. See Section IV of this notice.

**I. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum and straight time wages, failing to pay overtime wages, failing to provide meal periods, failing to provide rest periods, failing to timely pay final wages upon separation of employment, failing to provide accurate itemized wage statements, failing to indemnify employees for expenditures, and failing to timely produce requested employment records. Based on the same claims, Plaintiff has also asserted a claim for unfair business practices and for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.).

Plaintiff is represented by attorneys in the Action: John G. Yslas, Eugene Zinovyev, John Brown, Gabriella Solé, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC.

Defendant strongly denies violating any laws or failing to pay any wages and contends it fully complied with all applicable laws.

**II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired a mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and Defendant have negotiated a proposed settlement that is subject to the Court’s final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to

settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

### III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$165,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, a class representative service payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Defendant will fund the Gross Settlement not more than 370 days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:
  - A. Up to one third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$55,000.00, to Class Counsel for attorneys’ fees and up to \$20,00.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000.00 to Plaintiff as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff’s individual class payment and any individual PAGA payment.
  - C. Up to \$6,690.00 to the Administrator for services administering the settlement.
  - D. Up to \$25,000.00 for PAGA penalties, allocated 75% to the LWDA (\$18,750.00) and 25% to individual PAGA payments to Aggrieved Employees (\$6,250.00) based on their pay periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making individual class payments to Participating

Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of five percent (5%) of each individual class payment to taxable wages (“Wage Portion”) and ninety-five percent (95%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The individual PAGA payments are counted as penalties rather than wages for tax purposes. The Administrator will report the individual PAGA payments and the Non-Wage Portions of the individual class payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than [45 days from mailing], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the [45 days from mailing] response deadline. The request for exclusion should be a letter from the Class Member or Class Member’s representative setting forth the Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the settlement will be void, Defendant will not pay any money, and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ requests for exclusion. The Administrator will also decide Class Member challenges over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator’s contact information is contained in Section IX of this notice.
9. Participating Class Members’ Release. After the judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members will release Defendant and the Released Parties from those claims alleged in the Operative Class Complaint as well as all claims that could have been pled arising out of the same operative facts irrespective of the theory of recovery during the Class Period

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the class settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

The Aggrieved Employees’ Release is as follows:

All Aggrieved Employees will release Defendant and the Released Parties from all claims alleged in Plaintiff’s PAGA Notice as well as all claims that could have been pled arising out of the same operative facts irrespective of the theory of recovery during the PAGA Period.

#### **IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing \$6,250.00 by the total number of PAGA Period pay periods worked by all

Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of workweeks you worked during the Class Period, as recorded in Defendant's records, is stated in the first page of this notice. You have until [45 days from mailing] to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the individual class payment and the individual PAGA payment (if any).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA payment check to every Aggrieved Employee who opts out of the class settlement.

**Your check will be sent to the same address as this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this notice has the Administrator's contact information.**

## VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Deardorff v. Tutor Partners LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You must send your request to be excluded to the Administrator by [45 days from mailing], or it will be invalid. Section IX of the notice has the Administrator's contact information.

## VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the final approval hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website [URL] or the Court's website <https://www.lacourt.ca.gov/paos/v2web3/DocumentImages>.

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [45 days from mailing]. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action, *Deardorff v. Tutor Partners LLC*, and include your name, current address, telephone number and approximate dates of employment for Defendant and sign the objection. Section IX of this notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this notice (immediately below) for specifics regarding the final approval hearing.

### **VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the final approval hearing on [redacted] at [redacted] in Department 17 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website [URL] beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

### **IX. HOW CAN I GET MORE INFORMATION?**

The settlement agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to Apex Class Action's website at [URL]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information

listed below, or consult the Superior Court website by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and entering the Case Number for the Action, Case No. 23STCV23416. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

Class Counsel:

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Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

Settlement Administrator:

Apex Class Action  
[Email Address]  
[Mailing Address]  
[Telephone]  
[Fax Number]

**X. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

**XI. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or

otherwise change your mailing address.