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18 [ADDITIONAL COUNSEL ON FOLLOWING PAGE]

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF ORANGE**

21 MAHOGANEE DAVIS, individually, and on
22 behalf of all others similarly situated,

23 *Plaintiff,*

24 v.

25 CAREER NETWORKS INSTITUTE, INC.,
26 a California corporation; and DOES 1 through
27 10, inclusive,

28 *Defendants.*

Case No. 30-2024-01389974-CU-OE-CXC

*[Assigned for All Purposes to the Hon. Layne
H. Melzer, Dept. CX-102]*

**AMENDED CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: March 28, 2024

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Attorneys for Defendant Career Networks Institute, Inc.

1 This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by
2 and between Plaintiff Mahoganee Davis (“Plaintiff”) and Defendant Career Networks Institute,
3 Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant captioned *Mahoganee Davis v. Career Networks Institute, Inc.*, Orange County
8 Superior Court, Case No. 30-2024-01389974-CU-OE-CXC, initiated on March 28, 2024, and
9 pending in the Court.

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

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

16 1.4 “Aggrieved Employee” means all current and former hourly, non-exempt employees
17 employed by Defendant in the State of California during the PAGA Period.

18 1.5 “Class” means all current and former hourly, non-exempt employees who were
19 employed by Defendant, either directly or through any predecessor, successor, assign, subsidiary,
20 staffing agency, or professional employer organization, in the State of California during the Class
21 Period.

22 1.6 “Class Counsel” means Wilshire Law Firm, PLC.

23 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
24 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
25 request approval from the Court of up to one-third (1/3) of the GSA (currently \$275,000.00).

26 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
27 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,
28 not to exceed \$30,000.00, and paid from the Gross Settlement Amount.

1 1.9 “Class Data” means Class Member identifying information in Defendant’s possession
2 including the Class Member’s name, last-known mailing address, Social Security number, and
3 number of Workweeks and PAGA Pay Periods.

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

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

11 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for
12 Final Approval, to be mailed to Class Members in English, without material variation, attached
13 as Exhibit A and incorporated by reference into this Agreement.

14 1.13 “Class Period” or “Class Settlement Period” means the period from October 2, 2019, to
15 March 11, 2025 (“Settlement Class Period”).

16 1.14 “Class Representative” means the named Plaintiff Mahoganee Davis in the Action.

17 1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment
18 to the Class Representative for initiating the Action and providing services in support of the
19 Action.

20 1.16 “Court” means the Superior Court of California, County of Orange.

21 1.17 “Defendant” means named Defendant Career Networks Institute, Inc.

22 1.18 “Defense Counsel” means Keven Steinberg of Steinberg Law.

23 1.19 “Effective Date” means the date by which both of the following have occurred: (a) the
24 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
25 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
26 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
27 one or more Participating Class Members objects to the Settlement, the day after the deadline for
28

1 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
2 the day after the appellate court affirms the Judgment and issues a remittitur.

3 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

4 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
5 of the Settlement.

6 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final
7 Approval of the Settlement.

8 1.23 “Gross Settlement Amount” or “GSA” means \$825,000.00, which is the total amount
9 Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

10 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of
11 the Net Settlement Amount calculated according to the number of Workweeks worked during the
12 Class Period.

13 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
14 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
15 the PAGA Period.

16 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

17 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency
18 entitled, under Labor Code section 2699, subd. (i).

19 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
20 under Labor Code section 2699, subd. (i).

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

26 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
27 Settlement by sending the Administrator a valid and timely Request for Exclusion.

28 1.31 “Operative Complaint” means the First Amended Complaint in the Action.

1 1.32 “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 1.33 “PAGA Period” means the period from March 29, 2023, to March 11, 2025.

4 1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

5 1.35 “PAGA Notice” means Plaintiff’s March 29, 2024 letter (LWDA-CM-1019309-24) to
6 the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

7 1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
8 Gross Settlement Amount (\$80,000.00), allocated 25% to the Aggrieved Employees (\$20,000.00)
9 and 75% to LWDA (\$60,000.00) in settlement of PAGA claims.

10 1.37 “Participating Class Member” means a Class Member who does not submit a valid and
11 timely Request for Exclusion from the Settlement.

12 1.38 “Plaintiff” means Mahoganee Davis, the named plaintiff in the Action.

13 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
14 Settlement.

15 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2
16 below.

17 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph
18 5.3 below.

19 1.42 “Released Parties” means Defendant and Defendant’s officers, directors, employees and
20 agents.

21 1.43 “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 1.44 “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 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the
2 Judgment.

3 1.46 “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 March 28, 2024, Plaintiff commenced this Action by filing a complaint alleging
7 causes of action against Defendant for (1) failure to pay minimum and straight time wages; (2)
8 failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and
9 permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide
10 accurate itemized wage statements; (7) failed to indemnify employees for expenditures; (8) failure
11 to produce requested employment records; and (9) violation of California’s Unfair Competition
12 Law, California Business and Professions Code section 17200, *et seq.* On March 29, 2024,
13 pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant that
14 Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1019309-
15 24). On June 3, 2024, after the 65-day statutory period passed, Plaintiff filed a separate PAGA
16 action against Defendant alleging claims for penalties pursuant to Labor Code § 2699, *et seq.* On
17 May 23, 2025, Plaintiff filed a First Amended Complaint in this Action adding a cause of action
18 for civil penalties under PAGA. On August 7, 2025, Plaintiff dismissed the separate PAGA action
19 without prejudice.

20 2.2 Defendant denies the allegations in the Action, denies any failure to comply with the
21 laws identified in the Action, and denies any and all liability for the causes of action alleged in
22 the Action.

23 2.3 On March 11, 2025, the Parties participated in an all-day mediation presided over by
24 mediator Deborah Crandall Saxe, Esq. With the help of Ms. Saxe, the Parties were able to reach
25 an agreement on general settlement terms at mediation and executed a Memorandum of
26 Understanding thereafter.

27 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
28 of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and analyzed a

1 representative sampling of time and payroll data for Class Members and the necessary policy
2 documents through informal discovery to properly evaluate the strengths and weakness of the
3 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
4 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
5 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
6 130 (2008) ("*Dunk/Kullar*").

7 2.5 The Court has not granted class certification because the Parties engaged in mediation
8 before any class certification.

9 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
10 other pending matter or action asserting claims that will be extinguished or affected by the
11 Settlement.

12 3. **MONETARY TERMS.**

13 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
14 Defendant will pay \$825,000.00 to fully settle, resolve, and extinguish all claims asserted in the
15 Action, including without limitation all claims asserted in the PAGA Notice. The Gross
16 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
17 wage portions of the Individual Class Payments, which Defendant will pay separately.

18 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
19 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
20 in the Final Approval:

21 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
22 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
23 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
24 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part
25 of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek
26 Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the
27 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
28 Enhancement Award less than the amount requested, the Administrator will retain the remainder

1 in the Net Settlement Amount to be distributed to Participating Class Members. The
2 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full
3 responsibility and liability for employee taxes owed on the Enhancement Award.

4 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
5 of the GSA, which is currently estimated to be \$275,000.00 and a Class Counsel Litigation
6 Expenses Payment for actual costs. Defendant will not oppose requests for these payments.
7 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses
8 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise
9 ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
10 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
11 remainder to the Net Settlement Amount for distribution to Participating Class Members.
12 Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising
13 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation
14 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
15 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
16 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
17 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
18 from any dispute or controversy regarding any division or sharing of any of these Payments.

19 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
20 exceed \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent
21 the Administration Costs are less or the Court approves payment of less than requested, the
22 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
23 Participating Class Members.

24 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
25 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
26 Participating Class Members during the Class Period, and (b) multiplying the result by each
27 individual Participating Class Member's Workweeks.
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1 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
2 each Participating Class Member’s Individual Class Payment will be allocated to the Settlement
3 of wage claims (the “Wage Portion”). The Wage Portion is subject to tax withholding and will be
4 reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class
5 Member’s Individual Class Payment will be allocated to the settlement of claims for interest and
6 penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage
7 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full
8 responsibility and liability for any employee taxes owed on their Individual Class Payment.

9 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
10 Class Payments. Non-Participating Class Members will not receive any Individual Class
11 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
12 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

13 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
14 \$80,000.00 to be paid from the Gross Settlement Amount, with 75% (\$60,000.00) allocated to the
15 LWDA PAGA Payment and 25% (\$20,000.00) allocated to the Individual PAGA Payments.

16 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
17 dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$20,000.00)
18 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
19 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee’s PAGA
20 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
21 their Individual PAGA Payment.

22 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
23 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
24 Participating Class Members. The Administrator will report the Individual PAGA Payments on
25 IRS 1099 Forms.

26
27 **4. SETTLEMENT FUNDING AND PAYMENTS.**
28

1 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
2 records, Defendant represents there are 348 Class Members who collectively worked a total of
3 16,778 workweeks during the Class Period and 166 Aggrieved Employees who collectively
4 worked a total of 3,045 PAGA Pay Periods.

5 4.2 Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of
6 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
7 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
8 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
9 and for no other purpose, and restrict access to the Class Data to Administrator employees who
10 need access to the Class Data to effect and perform under this Agreement. Defendant has a
11 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
12 class member identifying information and to provide corrected or updated Class Data as soon as
13 reasonably feasible. Without any extension of the deadline by which Defendant must send the
14 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
15 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
16 Data.

17 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
18 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
19 the funds to the Administrator no later than 30 (thirty) calendar days 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 Action; and claims
6 under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the
7 Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law
8 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
9 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
10 social security benefits, workers' compensation benefits that arose at any time, or based on
11 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or
12 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
13 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
14 notwithstanding such different or additional facts or Plaintiff's discovery of them.

15 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
16 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
17 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

22 5.2 Released Class Claims: All Participating Class Members will waive and release all
23 claims asserted in the complaint filed in the Class Action or that could have been based on the
24 factual allegations asserted in the complaint filed in the Class Action during the Class Period
25 (collectively the "Released Class Claims").

26 5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-
27 Participating Class Members who are Aggrieved Employees, are all claims for civil penalties
28 under PAGA arising during the PAGA Period that were alleged in Plaintiff's PAGA Notice to the

1 LWDA and the Operative Complaint, or that could have been based on the facts asserted in the
2 PAGA Notice and the Operative Complaint against Released Parties (collectively the “Released
3 PAGA Claims”).

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

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

20 6.2 **Responsibilities of Counsel**. Class Counsel and Defense Counsel are jointly responsible
21 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
22 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
23 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the
24 Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

25 6.3 **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed Motion for
26 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
27 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
28 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant

1 Preliminary Approval or conditions Preliminary Approval on any material change to this
2 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
3 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
4 otherwise satisfy the Court's concerns.

5 **7. SETTLEMENT ADMINISTRATION.**

6 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action
7 Administration to serve as the Administrator and verified that, as a condition of appointment, the
8 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
9 specified in this Agreement in exchange for payment of Administration Costs. The Parties and
10 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
11 Administrator other than a professional relationship arising out of prior experiences administering
12 settlements.

13 7.2 Employer Identification Number. The Administrator shall have and use its own
14 Employer Identification Number for purposes of calculating payroll tax withholdings and
15 providing reports to state and federal tax authorities.

16 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
17 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
18 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
19 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
20 to Participating Class Members.

21 7.4 Notice to Class Members.

22 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
23 shall notify Class Counsel that the list has been received and state the number of Class Members,
24 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

25 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
26 after receiving the Class Data, the Administrator will send to all Class Members identified in the
27 Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice
28 substantially in the form attached to this Agreement as Exhibit A. The first page of the Class

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

6 7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class
7 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
8 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
9 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
10 Notice to the most current address obtained. The Administrator has no obligation to make further
11 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
12 USPS a second time.

13 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
14 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond
15 the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-
16 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
17 mailed Class Notice.

18 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
19 discovers any persons who believe they should have been included in the Class Data and should
20 have received Class Notice, the Parties will expeditiously meet and confer in person or by
21 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
22 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
23 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
24 requiring them to exercise options under this Agreement not later than 14 days after receipt of
25 Class Notice, or the deadline dates in the Class Notice, whichever are later.

26 7.5 Requests for Exclusion (Opt-Outs).

27 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
28 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not

1 later than 45 days after the Administrator mails the Class Notice (plus an additional 14) days for
2 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
3 Member or his/her representative that reasonably communicates the Class Member's election to
4 be excluded from the Settlement and includes the Class Member's name, address and email
5 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
6 or postmarked by the Response Deadline.

7 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
8 to contain all the information specified in the Class Notice. The Administrator shall accept any
9 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
10 person as a Class Member and the Class Member's desire to be excluded. If the Administrator
11 has reason to question the authenticity of a Request for Exclusion, the Administrator may demand
12 additional proof of the Class Member's identity. The Administrator shall determine the
13 authenticity and/or validity of any Requests for Exclusion. However, the Court will ultimately
14 decide any unresolved dispute regarding the authenticity and/or validity of any Requests for
15 Exclusion.

16 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
17 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
18 bound by all terms and conditions of the Settlement, including the Participating Class Members'
19 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
20 Class Member actually receives the Class Notice or objects to the Settlement.

21 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
22 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
23 right to object to the class action components of the Settlement. Because future PAGA claims are
24 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
25 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
26 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

27 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)
28 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for

1 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
2 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
3 may challenge the allocation by communicating with the Administrator via fax, email or mail.
4 The Administrator must encourage the challenging Class Member to submit supporting
5 documentation. In the absence of any contrary documentation, the Administrator is entitled to
6 presume that the Workweeks contained in the Class Notice are correct so long as they are
7 consistent with the Class Data. The Administrator shall promptly provide copies of all challenges
8 to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and
9 the Administrator's determination of the challenges. The Administrator shall make the initial
10 decision regarding any challenges to the calculation of Workweeks and/or Pay Periods. However,
11 the Court may review any decision made by the Administrator regarding such disputes.

12 7.7 Objections to Settlement.

13 7.7.1 Only Participating Class Members may object to the class action components of the
14 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
15 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
16 Payment and/or Enhancement Award.

17 7.7.2 Participating Class Members may send written objections to the Administrator, by
18 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
19 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
20 Participating Class Member who elects to send a written objection to the Administrator must do
21 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
22 14 days for Class Members whose Class Notice was re-mailed).

23 7.7.3 Non-Participating Class Members have no right to object to any of the class action
24 components of the Settlement.

25 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
26 performed or observed by the Administrator contained in this Agreement or otherwise.

27 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
28 maintain and use an internet website to post information of interest to Class Members including

1 the date, time and location for the Final Approval Hearing and copies of the Settlement
2 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
3 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
5 Administrator will also maintain and monitor an email address and a toll-free telephone number
6 to receive Class Member calls, faxes and emails.

7 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
9 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
10 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
11 and other identifying information of Class Members who have timely submitted valid Requests
12 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
13 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
14 Exclusion from Settlement submitted (whether valid or invalid).

15 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
16 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
17 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
18 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
19 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
20 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
21 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
22 objections received.

23 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
24 address and make decisions consistent with the terms of this Agreement on all Class Member
25 challenges over the calculation of Workweeks and/or Pay Periods. However, the Court may
26 review any decision made by the Administrator regarding such disputes.

27 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
28 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator

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

9 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
10 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
11 and Defense Counsel with a final report detailing its disbursements by employee identification
12 number only of all payments made under this Agreement. At least 15 days before any deadline
13 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
14 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
15 payments required under this Agreement. Class Counsel is responsible for filing the
16 Administrator's declaration in Court.

17 8. **ESCALATOR CLAUSE**. Based on its records, Defendant represents there are 348 Class
18 Members who collectively worked a total of 16,778 Workweeks during the Class Period. Should
19 the Workweeks increase more than 10% (i.e. more than 1,677.8 workweeks), the GSA will
20 increase on a proportional basis equal to the percentage increase in the number of Workweeks
21 worked by the Class Members above the 10% (for example, if the final number of total
22 workweeks increases by 15%, the GSA will increase 5%).

23 9. **MOTION FOR FINAL APPROVAL**. Not later than 16 (sixteen) court days before the
24 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
25 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
26 PAGA settlement under Labor Code section 2699, subd. (1); a Proposed Final Approval Order;
27 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts
28 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class

1 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
2 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

3 9.1 Response to Objections. Each Party retains the right to respond to any objection raised
4 by a Participating Class Member, including the right to file responsive documents in Court no
5 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
6 accepted by the Court.

7 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
8 Approval on any material change to the Settlement (including, but not limited to, the scope of
9 release to be granted by Class Members), the Parties will expeditiously work together in good
10 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
11 Approval. The Court's decision to award less than the amounts requested for the Enhancement
12 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
13 Administrator Costs Payment shall not constitute a material modification to the Agreement within
14 the meaning of this paragraph.

15 9.3 Continuing Jurisdiction of the Court. Pursuant to California Code of Civil Procedure
16 section 664.6 and California Rules of Court, rule 3.769(h), the Parties agree that, after entry of
17 Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely
18 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
19 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

20 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
21 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
22 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
23 counsel, and all Participating Class Members who did not object to the Settlement as provided in
24 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
25 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
26 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
27 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
28 obligations to perform under this Agreement will be suspended until such time as the appeal is

1 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
2 of the Net Settlement Amount.

3 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
5 modification of this Agreement (including, but not limited to, the scope of release to be granted
6 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain
8 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
9 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
10 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
11 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
12 Settlement Amount remains unchanged.

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

16 11. **ADDITIONAL PROVISIONS.**

17 11.1 No Admission of Liability, Class Certification or Representative Manageability for
18 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
19 claims. Nothing in this Agreement is intended or should be construed as an admission by
20 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
21 any liability for any claims asserted; nor should it be intended or construed as an admission by
22 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
23 certification and representative treatment is for purposes of this Settlement only. If, for any
24 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
25 reserves the right to contest certification of any class for any reason, Defendant reserves all
26 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
27 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
28 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be

1 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
2 Settlement and this Agreement).

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

20 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
21 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
22 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
23 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
24 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

25 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
26 together with its attached exhibits shall constitute the entire agreement between the Parties
27 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
28 inducements made to or by any Party.

1 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
4 its terms, and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.

6 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
7 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
8 Settlement Agreement, submitting supplemental evidence and supplementing points and
9 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
10 or content of any document necessary to implement the Settlement, or on any modification of the
11 Agreement that may become necessary to implement the Settlement, the Parties will seek the
12 assistance of a mediator and/or the Court for resolution.

13 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
16 action, or right released and discharged by the Party in this Settlement.

17 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
20 Part 10, as amended) or otherwise.

21 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed by all Parties or their
23 representatives, and approved by the Court.

24 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
25 to the benefit of, the successors of each of the Parties.

26 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the state of California, without
28 regard to conflict of law principles.

1 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting.

4 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement.

7 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
10 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
11 weekend or federal legal holiday, such date or deadline shall be on the first business day
12 thereafter.

13 11.16 Notice. All notices, demands, or other communications between the Parties in
14 connection with this Agreement will be in writing and deemed to have been duly given as of the
15 third business day after mailing by United States mail, or the day sent by email or messenger,
16 addressed as follows:

17 To Plaintiff:

18 John G. Yslas
19 john.yslas@wilshirelawfirm.com
20 Samantha A. Smith
21 Samantha.smith@wilshirelawfirm.com
22 Eugene Zinovyev
23 Eugene.zinovyev@wilshirelawfirm.com
24 John Brown
25 John.brown@wilshirelawfirm.com
26 Gabriella Solé
27 gabriella.sole@wilshirelawfirm.com
28 **WILSHIRE LAW FIRM**
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

Keven Steinberg
keven@kevensteinberglaw.com

STEINBERG LAW

16133 Ventura Boulevard, 7th Floor
Encino, California 91436
Telephone: (818) 855-1103

11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

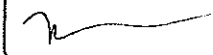
11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case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

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

IT IS SO AGREED.

By the Parties:

DATED: 5/12/2026

DocuSigned by:

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Plaintiff Mahoganee Davis

DATED: 5/14/20

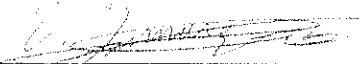

Defendant Career Networks Institute, Inc.

By: Jim Burrington
Position: President and CEO

1 Approved by counsel:

2 DATED: 5/12/2026

WILSHIRE LAW FIRM, PLC

3
4 BY: 
5 John G. Yslas
6 Eugene Zinovyev
7 Counsel for Plaintiff Mahoganee Davis

8 DATED: May 14, 2026

STEINBERG LAW

9
10 BY: Keven Steinberg
11 Keven Steinberg
12 Counsel for Defendant Career Networks Institute, Inc.

13 *Keven Steinberg*
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**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Davis v. Career Networks Institute, Inc.
Orange County Superior Court, Case No. 30-2024-01389974-CU-OE-CXC

***The Orange County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.***

***Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be
deemed to have carefully read and understood it.***

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against Career Networks Institute, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Mahoganee Davis, and seeks (1) payment of unpaid wages and other relief for a class of hourly-paid non-exempt employees (“Class Members”) who worked for Defendant during the Class Period (October 2, 2019, to March 11, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (March 29, 2023, to March 11, 2025) (“Aggrieved Employees”).

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 PAGA 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 \$_____ (less withholding) and your Individual PAGA Payment 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 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 _____ Workweeks during the Class Period and you worked _____ Pay Periods during the PAGA Period.** If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. **Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have 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. The judgment, whether favorable or not, will be binding on all Class Members who do not request exclusion.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class Settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court that you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant’s records indicate that you worked for Defendant Career Networks Institute, Inc. at some point(s) between October 2, 2019, to March 11, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is March 29, 2023, to March 11, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12 below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Orange County Superior Court. The case is titled *Mahogane Davis v. Career Networks Institute, Inc.*, Case No. 30-2024-01389974-CU-OE-CXC. The person who sued, Mahogane Davis is the Plaintiff, and the company sued, Career Networks Institute, Inc., is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuits alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay miss rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) failure to produce requested employment records; and (9) unfair business practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff’s claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes she would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all current and former hourly non-exempt employees who were employed by Defendant, either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization, in State of California at any time from October 2, 2019, to March 11, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$825,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one third (1/3) of the GSA or \$275,000.00 and reimbursement for actual costs up to \$30,000.00; Class Representative Service Payment of \$10,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$80,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration (“Apex”), not to exceed \$7,500.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval Hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$422,500.00**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$80,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA to be paid out of the GSA. As required under PAGA, 75% of the PAGA Penalties payment, or \$60,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$20,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (October 2, 2019, to March 11, 2025). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from March 29, 2023, to March 11, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not

be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Approval Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when an appeal can be resolved and an appellate proceeding can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 40 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the claims described below against Defendant and Defendant's officers, directors, employees, and agents ("Released Parties"). The releases become effective once Defendant fully funds the GSA and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments.

Released Class Claims: All Participating Class Members will waive and release all claims asserted in the complaint filed in the Class Action or that could have been based on the factual allegations asserted in the complaint filed in the Class Action during the Class Period.

Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiff's PAGA Notice to the LWDA and the complaint filed in the PAGA Action, or that could have been based on the facts asserted in the PAGA Notice and the complaint filed in the PAGA Action against Released Parties.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, by no later than [45 days after Class Notice is Mailed], you must send the Settlement Administrator a letter stating your name and a statement that you request exclusion from the Class and do not wish to participate in the Settlement. In your letter requesting exclusion from the Class, be sure to identify the Action as the "Career Networks Institute, Inc. Settlement." You may mail, email, or fax your request for exclusion to the Settlement Administrator as follows:

Apex Class Action Administration
Career Networks Institute, Inc. Settlement

[Mailing Address]

[Email Address]

[Fax Number]

The Settlement Administrator must be sent your request to be excluded by [45 days after Class Notice is Mailed], or it will be invalid. If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Class, you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (March 29, 2023, to March 11, 2025). If you timely exclude yourself from the Settlement, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

Maybe. If you exclude yourself from the Class Settlement, you will not receive an Individual Class Payment from this Settlement. However, if you were an hourly non-exempt employee employed by

Defendant in California during the PAGA Period, you will receive an Individual PAGA Payment from the PAGA settlement and be bound by it.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through counsel.

John G. Yslas
John.yslas@wilshirelawfirm.com
Eugene Zinovyev
Eugene.zinovyev@wilshirelawfirm.com
John Brown
John.brown@wilshirelawfirm.com
Gabriella Solé
gabriella.sole@wilshirelawfirm.com
Emily Borman
emily.borman@wilshirelawfirm.com
Courtney M. Miller
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to one third (1/3) of the GSA, currently \$275,000.00, for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court approval of up to \$30,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Mahoganee Davis in the amount of \$10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing and/or you can submit a written objection to the Settlement Administrator by the deadline. Written objections must be sent to the Settlement Administrator by [45 days after Class Notice is Mailed], being sure to identify the Action as the "Career Networks Institute, Inc. Settlement."

Apex Class Action Administration
Career Networks Institute, Inc. Settlement
[Address]
[Email Address]
[Fax Number]

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval Hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a timely written objection, you may still appear at the Final Approval Hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

19. HOW WILL OBJECTIONS, OPT-OUTS, AND DISPUTES BE ADDRESSED?

For objections, opt-outs, and disputes regarding your number of Workweeks or Pay Periods listed in this Notice, the Settlement administrator may make the initial decision regarding claim disputes, but the Court may review any decision made by the Settlement Administrator regarding a claim dispute at the Final Approval Hearing.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

20. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on [redacted] at [redacted] in Department CX-102 of the Orange County Superior Court (Civil Complex Center) located at 751 W. Santa Ana Blvd., Santa Ana, California 92701.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. You may also confirm the date set for the Final Approval Hearing via the Superior Court website by going to <https://courtindex.occourts.org/disclaimer.jsp> and entering the Case Number for the Action, Case No. 30-2024-01389974-CU-OE-CXC.

21. DO I HAVE TO COME TO THE HEARING?

No, but you are welcome to attend. 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 by selecting Department CX-102's link for civil remote hearings at <https://www.occourts.org/civil-remote-hearings>. Check the Court's website for the most current information.

If you send an objection to the settlement administrator, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator, the Court will consider it. Generally, the Court will hear from any Class Members who attend the Final Approval Hearing and ask to speak regarding an objection, irrespective of whether the Class Member submitted a written objection in advance.

IF YOU DO NOTHING

22. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

23. 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 key Settlement documents is to go to the [ADMINISTRATOR] website at [REDACTED]. You can also telephone or send an email to Class Counsel at the contact information listed above in Section 15 or the Administrator using the contact information listed below, or consult the Superior Court website by going to the following URL and entering the Case Number for the Action, Case No. 30-2024-01389974-CU-OE-CXC:

<https://civilwebshopping.occourts.org/Login.do;jsessionid=E6E62E7EB6B2DD6C6BAAE1EF42B97ADD>.

You may also contact the Court-appointed Settlement Administrator, Apex Class Action Administration, by calling toll free 1-800-[REDACTED], or writing to the Settlement Administrator using the following contact information:

QUESTIONS? CALL 1-800-[REDACTED] TOLL FREE

Apex Class Action Administration
Career Networks Institute, Inc. Settlement

[Mailing Address]

[Email Address]

[Fax Number]

PLEASE DO NOT TELEPHONE THE COURT OR CAREER NETWORK INSTITUTE, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

REQUEST FOR EXCLUSION FORM

Davis v. Career Networks Institute, Inc.
Orange County Superior Court, Case No. 30-2024-01389974-CU-OE-CXC

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE AN INDIVIDUAL CLASS SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

If you do not want to be included in this class action settlement, and do not want to receive an individual class settlement payment, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than [45 days after Class Notice is Mailed]. You can send this form to the Settlement Administrator at:

[ADMINISTRATOR NAME]

Davis v. Career Networks Institute, Inc.

[ADDRESS]

[EMAIL]

[FAX NUMBER]

If you submit this Request for Exclusion form, you will *not* receive an individual class settlement payment under the class action portion of the Settlement, and you will not be bound by the release set forth in the Settlement if the Court grants final approval of the Settlement. You will be excluded from the class action portion of the Settlement and will not be a Class Member.

If you are entitled to receive a share of the PAGA Payment, you will receive your individual PAGA settlement payment even if you elect to exclude yourself from the class action portion of the Settlement. The employees who are entitled to receive a share of the PAGA Payment are those who meet the following definition: all current and former hourly, non-exempt employees employed by Defendant in the State of California during the PAGA Period (March 29, 2023, to March 11, 2025).

By completing, signing, and returning this form, you are confirming your agreement with the following statement:

I have received notice of the proposed Settlement in this class action lawsuit, and I wish to be excluded from the class settlement. I understand by requesting exclusion from the class settlement, I will not receive any money from the class settlement, but I will retain whatever individual rights I may have, if any, to pursue a claim against the Defendant with respect to the class claims raised in the above-referenced lawsuit.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

Signature: _____

OBJECTION FORM

Davis v. Career Networks Institute, Inc.
Orange County Superior Court, Case No. 30-2024-01389974-CU-OE-CXC

If you want to object to the Class Settlement, complete, date, and sign this form and send it back to the Settlement Administrator. For the written objection to be considered timely, it must be faxed, emailed, or postmarked to the Administrator no later than [45 days after Class Notice is Mailed]. You can send this form to the Settlement Administrator at:

[ADMINISTRATOR NAME]

Davis v. Career Networks Institute, Inc.

[ADDRESS]

[EMAIL]

[FAX NUMBER]

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval of the Settlement. By objecting, you are requesting that the Court *not* grant final approval of Settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court’s review. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your individual settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Approval Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by sending it to the Settlement Administrator no later than [45 days after Class Notice is Mailed].

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

Signature: _____

WORKWEEK/ PAY PERIOD DISPUTE FORM

Davis v. Career Networks Institute, Inc.
Orange County Superior Court, Case No. 30-2024-01389974-CU-OE-CXC

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _____

INSTRUCTIONS

If you were employed by Career Networks Institute, Inc. (“Defendant”) as an hourly, non-exempt employee, either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization, in the State of California during the period from October 2, 2019, to March 11, 2025 (“Class Period”), then you are a Class Member. If you were employed by Defendant as an hourly, non-exempt employee in the State of California during the period from March 29, 2023, to March 11, 2025 (“PAGA Period”), then you are an Aggrieved Employee.

The amount of your estimated Settlement Payment is based upon the workweeks and/or pay periods you worked for Defendant in California during the respective time periods reflected above.

“Workweek” is defined as any week during which a Class Member worked for Defendant for at least one (1) day, during the Class Period. “PAGA Pay Period” is defined as any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of workweeks and/or PAGA pay periods applicable to your claim is set forth in Section I below. If you believe that the number of workweeks and/or PAGA pay periods stated is incorrect, you may dispute the number of workweeks and/or PAGA pay periods by submitting this completed Workweek/Pay Period Dispute Form with any supporting documents on or before **[45 days after Class Notice is Mailed]**. **If you believe that the number of workweeks and/or PAGA pay periods stated below is correct, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at **<<ADDRESS>>**; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORKWEEKS AND/OR PAY PERIODS

You worked as an hourly, non-exempt employee for Defendant in the State California during the Class Period, which qualifies you as a Class Member and/or Aggrieved Employee, and your total number of workweeks is: **<<NUMBER OF WORKWEEKS>>**. Your total number of PAGA pay periods is: **<<NUMBER OF PAY PERIODS>>**.

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the number of workweeks and/or PAGA pay periods stated above, your estimated pre-tax Settlement Payment is **<<INSERT>>**.

QUESTIONS? CALL 1-800-**XXX-XXXX** TOLL FREE

III. CHALLENGE TO WORKWEEKS AND/OR PAY PERIODS

If you wish to dispute the workweeks and/or pay period data listed, you must postmark your dispute and provide all supporting information and/or documentation, if any, to the Settlement Administrator by **[45 days after Class Notice is Mailed]**.

Check the box below **ONLY** if you wish to dispute the data listed in Section I:

I wish to dispute the number of **workweeks** listed in Section I. I believe the correct amount of my workweeks is _____. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendant’s records and make an initial determination as to the validity of my dispute based upon Defendant’s records as well as the records and information that I submit to the Settlement Administrator.

I wish to dispute the number of **pay periods** listed in Section I. I believe the correct amount of my PAGA pay periods is _____. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendant’s records and make an initial determination as to the validity of my dispute based upon Defendant’s records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

<p>SEND TO:</p> <p>[ADMINISTRATOR NAME]</p> <p><i>Davis v. Career Networks Institute, Inc.</i></p> <p>[ADDRESS]</p> <p>[EMAIL]</p> <p>[FAX NUMBER]</p>

IF YOU ARE CONTESTING THE AMOUNT OF YOUR WORKWEEKS AND/OR PAGA PAY PERIODS, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE **[45 days after Class Notice is Mailed].**