

SEYFARTH SHAW LLP  
Andrew M. McNaught (SBN 209093)  
amcnaught@seyfarth.com  
560 Mission Street, 31st Floor  
San Francisco, California 94105  
Telephone: (415) 397-2823  
Facsimile: (415) 397-8549

SEYFARTH SHAW LLP  
Eric Suits (SBN 232762)  
esuits@seyfarth.com  
400 Capitol Mall, Suite 2350  
Sacramento, California 95814-4428  
Telephone: (916) 448-0159  
Facsimile: (916) 558-4839

Attorneys for Defendant  
UNIVERSITY OF REDLANDS

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
**COUNTY OF SAN BERNARDINO**

MONICA JACKSON, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

UNIVERSITY OF REDLANDS, a California Non-  
Profit Corporation,

Defendant.

Case No. CIV SB2133143

**CLASS AND REPRESENTATIVE  
ACTION SETTLEMENT AGREEMENT  
AND RELEASE OF CLAIMS**

1 This Class and Representative Action Settlement Agreement and Release of Claims  
2 (“Agreement”) is between (1) plaintiff MONICA JACKSON (“Plaintiff”), on the one hand; and (2)  
3 defendant UNIVERSITY OF REDLANDS (“Defendant”), and its affiliates and subsidiaries, on the other  
4 hand.

5 Subject to judicial approval, and as provided below, Plaintiff and Defendant, (collectively, the  
6 “Parties”) intend to settle the Action (defined below) and to fully, finally, and forever resolve, discharge,  
7 and settle the Released Claims (defined below). If this Agreement is not finally approved, or is otherwise  
8 nullified, then the Parties shall return to their positions preceding this Agreement and Defendant shall  
9 retain all rights to challenge the Plaintiff’s claims and the certification of any class.

## 10 **1. Definitions**

11 For the purposes of this Agreement, the Parties define the following terms. Each defined term  
12 appears throughout in initial capital letters.

13 **1.1. “Action”** refers to the following case: *Monica Jackson v. University of Redlands*,  
14 San Bernardino County Superior Court Case Number CIVSB2133143.

15 **1.2. “Adjunct Professor Class”** refers to all individuals employed by Defendant in  
16 California as Adjunct Professors during the Adjunct Professor Unpaid Wages Class Period.

17 **1.3. “Adjunct Professor Unpaid Wages Class Period”** refers to the time period from  
18 January 22, 2021 through January 24, 2023 or the date Court grants Plaintiff’s Motion for Preliminary  
19 Approval, whichever comes first.

20 **1.4. “Adjunct Professors Unpaid Wages Settlement Class”** refers to all Class  
21 Members employed as Adjunct Professors during the Adjunct Professor Unpaid Wages Settlement Class  
22 Period.

23 **1.5. “Adjunct Professor Unpaid Wages Eligible Workweek”** refers to a workweek  
24 in which an Adjunct Professor was employed by Defendant during the Adjunct Professor Unpaid Wage  
25 Period and received any regular pay (such as course teaching pay). Any workweek in which the Adjunct  
26 Professor did not receive any regular pay will not be an Adjunct Professor Unpaid Wages Eligible  
27 Workweek, even if the Adjunct Professor received other pay (such as Paid Time Off, for example). The  
28

Adjunct Professor Unpaid Wages Period includes no more than 8,400 Total Adjunct Professor Unpaid Wages Eligible Workweeks.

**1.6. “Administrative Costs”** refers to all costs associated with administration of the settlement contemplated by this Agreement. Administrative Costs include all fees and costs for, among other things, printing, copying, formatting, postage, envelopes, computer searches to locate addresses, calculation of payments to individual class members, calculation of applicable payroll withholdings and payroll taxes, preparation and filing of appropriate IRS Forms, any cost associated with the process for any uncashed settlement checks, provision of weekly reports, and any other expenses the Settlement Administrator incurs to complete the settlement process according to the terms of this Agreement. Administrative Costs are borne in the first instance by the Settlement Administrator. This cost will be paid out of the GSA, in an amount estimated to be not more than \$13,000.

**1.7. “Adjunct Aggrieved Employees”** refers to all Adjunct Professor Class Members who were employed by Defendant during the Adjunct PAGA Period.

**1.8. “Adjunct PAGA Period”** refers to the time period between January 22, 2021 through January 24, 2023 or the date Court grants Plaintiffs’ Motion for Preliminary Approval, whichever comes first.

**1.9. “Aggrieved Employees”** refers to all Reimbursement Class Members who were employed by Defendant during the PAGA Period.

**1.10. “Agreement”** refers to this Class and Representative Action Settlement Agreement and Release of Claims, which includes all its Recitals herein and all the attached Exhibits.

**1.11. “Class Action Complaint”** refers to the operative complaint containing all allegations in the Action.

**1.12. “Class Counsel”** refers to Hammond Law, P.C., 1201 Pacific Avenue, Suite 600, Tacoma, Washington 98402; Telephone: (310) 601-6766; Facsimile: (310) 295-2385; [jhammon@hammondlawpc.com](mailto:jhammon@hammondlawpc.com), [pbrandler@hammondlawpc.com](mailto:pbrandler@hammondlawpc.com), [acherniak@hammondlawpc.com](mailto:acherniak@hammondlawpc.com).

**1.13. “Class Counsel Payment”** refers to the amount of attorneys’ fees and costs that the Court awards to Class Counsel in connection with the resolution of the Action in accordance with this Agreement.

1                   **1.14. “Class Representative”** refers to Plaintiff Monica Jackson.

2                   **1.15. “Class Representative Service Award”** refers to any payment that the Court  
3 awards to the Class Representative for efforts in prosecuting the Action on behalf of the Settlement Class.

4                   **1.16. “Consideration Period”** refers to the 45 calendar days following the date when  
5 the Settlement Administrator mails the Notice of Class Action Settlement. The Consideration Period is  
6 the period in which a Settlement Class Member can submit an Objection or a Request for Exclusion.

7                   **1.17. “Court”** refers to the Judge presiding over the Action.

8                   **1.18. “Defendant”** refers to University of Redlands and each of its affiliates and  
9 subsidiaries.

10                  **1.19. “Defense Counsel”** refers to Seyfarth Shaw LLP. For purposes of providing any  
11 notices required under this Agreement, Defense Counsel shall refer to Andrew McNaught, Seyfarth Shaw  
12 LLP, 560 Mission Street, Suite 3100, San Francisco, California 94105.

13                  **1.20. “Effective Date”** means the date of an order granting final approval and entry of  
14 judgment, if no objections are filed to the settlement. If objections are filed and overruled, and no appeal  
15 is taken of the final approval order and judgment, then the Effective Date will be thirty (30) days after  
16 the trial court enters final approval and judgment. If an appeal is taken from the Court’s overruling of  
17 objections to the settlement, then the Effective Date will be twenty (20) days after the appeal is withdrawn  
18 or after an appellate decision affirming the final approval decision becomes final. No money will be  
19 distributed to the Settlement Administrator, and then from the Settlement Administrator to the Settlement  
20 Class, unless and until the Effective Date occurs.

21                  **1.21. “Fairness Hearing”** refers to the hearing at which the Court decides whether the  
22 terms of the Agreement are fair, reasonable, and adequate for the Settlement Class and meet all  
23 requirements for final approval.

24                  **1.22. “Final Approval Order”** refers to the final order by the Court approving the  
25 Settlement following the Fairness Hearing.

26                  **1.23. “Gross Settlement Amount”** refers to the payment Defendant are obligated to  
27 make in connection with the Agreement: Seven Hundred Thousand Dollars and Zero cents (\$700,000),  
28 plus any employer-side payroll taxes. In no event shall Defendant be obligated to pay more than this

1 amount, except as set forth in Section 5.5.4 below. This sum includes all Individual Settlement Payments  
2 (including any employee share of payroll taxes), any Class Representative Service Award, the PAGA  
3 Payment, Administrative Costs, and the Class Counsel Payment. Defendant shall be responsible for  
4 paying any appropriate and legally-required employer payroll taxes.

5 **1.24. “Individual Settlement Payments”** refers to the amount calculated by the  
6 Settlement Administrator to distribute to each Settlement Class Member. The Individual Settlement  
7 Payment shall be paid from the Net Settlement Amount.

8 **1.25. “Judgment”** refers to the final judgment entered by the Court in this Class Action  
9 following the Fairness Hearing.

10 **1.26. “LWDA”** refers to the California Labor & Workforce Development Agency,  
11 which helps to enforce the Private Attorney General Act (“PAGA”), and which will receive the LWDA  
12 portion of the PAGA Payment.

13 **1.27. “Net Settlement Amount”** refers to the portion of the Gross Settlement Amount  
14 that remains after subtracting the Class Representative Service Award, the PAGA Payment,  
15 Administrative Costs, and the Class Counsel Payment from the Gross Settlement Amount. The Net  
16 Settlement Amount shall include all Individual Settlement Payments, including each Class Member’s  
17 share of payroll taxes. 90% of the Net Settlement Amount shall be allocated to payment of  
18 Reimbursement Claim Eligible Workweeks, while 10% of the Net Settlement Amount shall be allocated  
19 to payment of Adjunct Professor Unpaid Wages Eligible Workweeks.

20 **1.28. “Notice of Class Action Settlement”** refers to the Notice of Class Action  
21 Settlement, substantially in the form attached as **Exhibit A**.

22 **1.29. “Objection”** refers to a written statement submitted timely by a Settlement Class  
23 Member to the Settlement Administrator that contains (1) the name and case number of the Action (or  
24 reasonable portion thereof), (2) the full name, last four digits of their social security number, and current  
25 address of the Settlement Class Member making the Objection, (3) the specific reason(s) for the  
26 Objection, and (4) all evidence and supporting papers (including, without limitation, all briefs, written  
27 evidence, and declarations) for the Court to consider.  
28

1                   **1.30. “Objector”** refers to a Settlement Class Member who has submitted an Objection  
2 or attends the Fairness Hearing to object without having submitted a written Objection.

3                   **1.31. “PAGA Payment”** refers to a Twenty Five Thousand Dollars And No Cents  
4 (\$25,000.00) payment that shall be set aside from the Gross Settlement Amount in settlement of claims  
5 for civil penalties under the Private Attorneys General Act of 2004. Of the PAGA Payment, Eighteen  
6 Thousand Seven Hundred and Fifty Dollars and No Cents (\$18,750.00), representing 75% of the PAGA  
7 Payment, shall be payable to the LWDA. The remaining Six Thousand Two Hundred Fifty Dollars and  
8 No Cents (\$6,250.00), representing 25% of the PAGA Payment, shall be distributed to the Aggrieved  
9 Employees and Adjunct Aggrieved Employees. Aggrieved Employees will receive their PAGA Payment  
10 on a pro-rata basis based on the number of Pay Periods they worked during the PAGA Period or Adjunct  
11 PAGA Period. Aggrieved Employees will receive their PAGA Payment regardless of whether or not  
12 they file a Request for Exclusion from the class portion of the Settlement.

13                   **1.32. “PAGA Period”** refers to the time period from August 4, 2020 through January  
14 24, 2023 or the date Court grants Plaintiff’s Motion for Preliminary Approval, whichever comes first.

15                   **1.33. “PAGA Settlement Shares”** refers to the portion of the PAGA Payment paid to  
16 each Aggrieved Employee and Adjunct Aggrieved Employees.

17                   **1.34. “Parties”** refers collectively to (1) Plaintiff Monica Jackson, individually and on  
18 behalf of the Class and Aggrieved Employees, and (2) the University of Redlands, and its affiliates and  
19 subsidiaries.

20                   **1.35. “Plaintiff”** refers to Class Representative Monica Jackson, individually and on  
21 behalf of the Settlement Class.

22                   **1.36. “Preliminary Approval Order”** refers to the order entered by the Court  
23 following a Motion for Preliminary Approval of the Agreement.

24                   **1.37. “Qualified Settlement Fund (QSF)”** refers to a Qualified Settlement Fund  
25 pursuant to U.S. Treasury Regulation Section 468B-1.

26                   **1.38. “Reimbursement Class Members”** refers to all current or former employees of  
27 Defendant in California (including but not limited to Adjunct Professors Class Members) during the  
28 Reimbursement Claim Period, including but not limited to Adjunct Professors.

1                   **1.39. “Reimbursement Claim Eligible Workweeks”** refers to a workweek in which a  
2 Reimbursement Class Member was employed by Defendant during the Reimbursement Claim Period and  
3 received any regular pay. Any workweek in which the Reimbursement Settlement Class Member did not  
4 receive any regular pay will not be a Reimbursement Claim Eligible Workweek, even if the Settlement  
5 Class Member received other pay (such as Paid Time Off, for example). The Reimbursement Claim  
6 Period includes no more than 52,000 Total Reimbursement Claim Eligible Workweeks.

7                   **1.40. “Reimbursement Claim Period”** refers to the time period from March 20, 2020  
8 through March 1, 2022. However, due to the preclusive effective of the prior settlement in *Moreira v.*  
9 *University of Redlands*, San Bernardino County Superior Court, Case No. CIV DS 1913813, Adjunct  
10 Professors have no Reimbursement Claim Eligible Workweeks between March 20, 2020 and January 21,  
11 2021.

12                   **1.41. “Released Claims”** refers to all claims that will be extinguished by operation of  
13 this Agreement and the events it provides for. The Released Claims shall apply to all members of the  
14 Settlement Class who do not timely file a Request for Exclusion. The Released Claims are defined in  
15 Section 6.1, below.

16                   **1.42. “Released Parties”** refers to Defendant, its affiliates and subsidiaries, and their  
17 predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and each  
18 and all of their current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, servants,  
19 employees, successors, assigns, officers, officials, directors, attorneys, personal representatives,  
20 registered representatives, executors, and shareholders, including their respective pension, profit sharing,  
21 savings, health, and other employee benefits plans of any nature, the successors of such plans, and those  
22 plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries, and  
23 any other persons acting by, through, under or in concert with any of them.

24                   **1.43. “Request for Exclusion”** refers to a timely, written, opt-out request signed by a  
25 Settlement Class Member who thereby elects to be excluded from this Agreement.

26                   **1.44. “Settlement Administrator”** refers to Phoenix Settlement Administrators, the  
27 third-party administrator the Parties have selected, subject to Court approval.  
28

1                   **1.45. “Settlement Class”** refers to all current or former employees of Defendant in  
2 California (including but not limited to Adjunct Professors Class Members) during the Settlement Class  
3 Period, including but not limited to Adjunct Professors, who do not file a timely and valid Request for  
4 Exclusion.

5                   **1.46. “Settlement Payment”** refers to payments made to the Settlement Class.

6                   **1.47. “Settlement Class Period”** refers to the period from March 20, 2020 through  
7 January 24, 2023, or the date the Court grants preliminary approval of the settlement, whichever comes  
8 first.

9                   **1.48. “Total Eligible Workweeks”** refers to the sum of Adjunct Professor Unpaid  
10 Wages Eligible Workweeks and Reimbursement Claim Eligible Workweeks.

## 11                   **2. Recitals and Procedural History**

12                   **2.1. Allegations in Class Action Complaint.** On December 1, 2021, Plaintiff Monica  
13 Jackson filed a class action alleging claims on behalf of the Settlement Classes including: (1) failure to  
14 pay for all hours worked under Cal. Lab. Code §§ 223, 1192, 1194.2 and Wage Order No. 4-2001, § 4;  
15 (2) failure to issue wage statements in violation of Cal. Lab. Code § 226(a), (e); (3) failure to reimburse  
16 expenses in violation of Cal. Lab. Code § 2802; and (4) unfair, unlawful, or fraudulent business practices  
17 under Cal. Bus. & Prof. Code § 17200 *et seq.* On February 4, 2022, Plaintiff filed a First Amended  
18 Complaint adding a claim for Civil Penalties under Labor Code § 2699 on behalf of Adjunct Aggrieved  
19 Employees and Reimbursement Aggrieved Employees.

20                   **2.2. Defendant’s Denials.** Defendant denies (1) all the material allegations in the  
21 Action, (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest,  
22 restitution, attorneys’ fees, or costs, or for any other compensation or remedy with respect to anyone on  
23 account of the claims asserted in the Action, and (4) that class certification or representative treatment is  
24 appropriate as to any claim in the Action. Defendant contends that its policies, procedures, and practices  
25 comply with all applicable laws asserted in the Action. Nonetheless, without admitting any liability or  
26 wrongdoing whatsoever and without admitting that class or representative treatment is appropriate for  
27 any purpose other than for settlement purposes alone, Defendant has agreed to settle the Action on the  
28



1 terms set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Any  
2 statements by Defendant in this Agreement are made for settlement purposes only.

3 **2.3. Class Counsel's Investigation.** Class Counsel represent that they have conducted  
4 a sufficiently thorough investigation into the claims of the Action. Based on their own independent  
5 investigation and evaluation and all known facts and circumstances, including the risk of significant  
6 defenses asserted by Defendant, Class Counsel are of the opinion that the Settlement is fair, reasonable,  
7 and adequate and is in the best interests of the Settlement Class.

8 **2.4. Negotiation of Settlement.** Class Counsel engaged in intensive negotiations with  
9 Defendant with a view toward achieving substantial benefits for the Settlement Class, while avoiding the  
10 cost, delay, and uncertainty of further litigation. The parties accepted the mediator's proposal, after  
11 mediating this case with an experienced wage/hour class and PAGA action mediator on September 29,  
12 2022, and after further ensuing discussions and negotiations. Plaintiff and Class Counsel advocate  
13 approval of this Agreement after considering (1) the factual and legal defenses to the claims asserted,  
14 which render uncertain the ultimate outcome of the Action and class certification, (2) the potential  
15 difficulties Plaintiff and the Settlement Class would encounter in establishing their claims and  
16 maintaining class or representative treatment, (3) the substantial benefits that the Settlement Class would  
17 receive under this Agreement, (4) that this Agreement provides the Settlement Class relief in an  
18 expeditious and efficient manner, compared to any manner of recovery possible after litigation and  
19 potential appeal, and (5) that this Agreement allows the Settlement Class to opt out of the settlement and  
20 individually pursue the claims alleged in the Action.

21 **2.5. Certification of Settlement Class.** This Agreement is contingent upon the  
22 Court's certification of the Settlement Class under California Code of Civil Procedure Section 382 for  
23 settlement purposes only. Defendant stipulates to certification of the Settlement Class for purposes of  
24 the Settlement only, but does not waive, and instead expressly reserves, the right to challenge the  
25 propriety of class certification, or representative treatment for any other purpose should the Court not  
26 approve the Settlement.

27 Now therefore, in consideration of the agreements set forth herein, and of the release of all  
28 Released Claims, the Parties agree to the terms of this Agreement, subject to the approval of the Court.

1                   **3.      Notice to Class Members**

2                   **3.1.      Content of Class Notice.** The Class Notice shall be substantially in the form  
3 attached as Exhibit A and include the amount of the Settlement, a calculation of the Class Members'  
4 anticipated share of the Net Settlement Amount and the Aggrieved Employees' anticipated share of the  
5 PAGA Payment and the full amounts of the Class Counsel Payment, Class Representative Service Award,  
6 and Administrative Costs to be awarded, the terms of the release, the procedure to opt out of the  
7 Settlement through a Request for Exclusion, notice that they may not opt out of the PAGA portion of the  
8 Settlement, the procedure to submit an Objection to the Settlement, and the date of the Fairness Hearing.  
9 No claim form will be required to participate in the Settlement.

10                  **3.2.      Settlement Administrator.** The Parties select Phoenix Settlement Administrators  
11 as the Settlement Administrator. The duties of the Settlement Administrator shall include, without  
12 limitation, mailing notices to Class Members, providing weekly updates to counsel for the Parties,  
13 establishing a QSF, obtaining appropriate tax identification number(s), calculating Individual Settlement  
14 Payments (including all required tax withholdings and payments), mailing Individual Settlement  
15 Payments and tax forms to the Settlement Class, remitting all tax payments and requisite reporting  
16 documentation to taxing authorities, and the other duties associated with settlement administration,  
17 including specified in this Agreement. Any dispute relating to the settlement administration will, after  
18 good-faith efforts by the Parties to resolve the dispute, be referred to the Court. Settlement Administration  
19 costs will be capped at \$13,000.

20                  **3.3.      Class Data for the Settlement Administrator.** Within 14 calendar days of the  
21 later of preliminary approval of this Settlement or Court approval of the Settlement notice to the Class,  
22 Defendant shall provide to the Settlement Administrator only a confidential class list containing: (1) the  
23 names; (2) employee ID numbers; (3) last known address and telephone number(s); (4) dates of active  
24 employment for the Settlement Class; (5) number of Adjunct Professor Unpaid Wages Eligible  
25 Workweeks and/or Reimbursement Claim Eligible Workweeks worked during the Settlement Class  
26 Period by the Settlement Class; and (6) last four digits of social security numbers. This information shall  
27 be used to facilitate the administration of this Agreement. The Settlement Administrator shall keep the  
28 class data provided by Defendant strictly confidential and shall use the class data only for the purposes

described in this Agreement, and shall return the class data to Defendant or confirm the destruction of same upon completing the settlement administration called for by this Agreement. Under no circumstances will the class data be provided to Class Counsel.

**3.4. Mailing Materials to Class Members.** Within seven (7) business days of the receipt of the class data discussed immediately above in Section 3.3, the Settlement Administrator shall send the Notice of Class Action Settlement to Class Members to their last known address via First Class U.S. Mail. Any mailing returned to the Settlement Administrator as undeliverable shall be sent within five calendar days via First Class U.S. Mail to any available forwarding address. If no forwarding address is available, then the Settlement Administrator shall attempt to determine the correct address by using a computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via First Class U.S. Mail within five (5) calendar days. If the last known address is not available for a Class Member, then the Notice of Class Action Settlement for that Class Member will be deemed undeliverable. Only one re-mailing is required. If a Class Member cannot be located within two attempts at mailing, then the Notice of Class Action Settlement for that Class Member will be deemed undeliverable. It is the intent of the Parties that reasonable means be used to locate Class Members.

**3.5. Proof of Mailing.** At least thirty (30) calendar days prior to the Fairness Hearing, the Settlement Administrator shall provide a declaration of due diligence and proof of mailing with regard to mailing of the Notice of Class Action Settlement to Class Counsel and Defense Counsel, which they shall in turn provide to the Court.

#### **4. Class Members' Options to Respond**

##### **4.1. Consideration Period.**

**4.1.1. Submission of Objections and Requests for Exclusion.** Class Members will have forty-five (45) calendar days from the date of the mailing or fifteen (15) days from the date of re-mailing of the Notices to postmark their objections or written requests for exclusion to the Settlement Administrator. Requests for exclusion must state, in effect, that the Class Member does not wish to participate in the Settlement. In addition, any request must include the Class Member's first and last name, signature, address, phone number, and last four digits of the Class Member's Social Security number for verification purposes. A Class Member who excludes himself or herself from the Settlement

(1) will not be entitled to receive any compensation under the Settlement Agreement (other than PAGA Penalties), (2) will not be bound by the Settlement Agreement (other than the release of PAGA Penalties), and (3) shall lose standing to object. Except as specifically provided herein, no Class Member response of any kind that is postmarked after the Consideration Period shall be considered absent agreement of the Parties.

**4.1.2. Deficiency Notices.** Within five (5) calendar days after receipt by the Settlement Administrator of each timely-submitted request for exclusion, the Settlement Administrator will send a deficiency notice to the Class Members addressing any irregularities in the request for exclusion (such as failure to sign or include last four digits of Social Security Number). The deficiency notice will provide the Class Members ten (10) days from the mailing of the deficiency notice to postmark a written response to cure all deficiencies. The failure of a Class Member to cure all deficiencies in a timely manner shall invalidate a request for exclusion and will not be subject to cure.

**4.2. Requests for Exclusion and Opt Out Rights.** Class Members shall be given the opportunity to opt out of the Settlement.

**4.2.1. Opt Out Procedure.** Class Members may opt out of this Settlement by mailing the Settlement Administrator a Request for Exclusion. A Request for Exclusion, to be valid, must include the Class Member's name, current address, current telephone number, and the last four digits of the Class Member's Social Security number. Any Request for Exclusion that does not include all of the required information or that is not submitted in a timely manner will be deemed ineffective. If there is a dispute regarding the timeliness or validity of a Request for Exclusion, then the Settlement Administrator shall make the determination, after consultation with Class Counsel and Defense Counsel.

**4.2.2. Effect of Exclusion Through Opting Out.** Any Class Member who opts out of this Settlement may not submit an Objection and shall not receive any Individual Settlement Payment, and shall not be bound by the releases set forth in this Agreement, however, if the Class Member is also an Aggrieved Employee he/she shall still receive his/her portion of the PAGA Payment and will remain bound by the PAGA Release in this Agreement. If a Class Member submits both a Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the

1 Objection. Each Class Member who does not submit a timely, valid Request for Exclusion shall be  
2 bound by the releases for which this Agreement provides.

3 **4.2.3. Tolerance of Opt-Outs—Defendant’s Right to Withdraw.** If the  
4 number of Class Members who opt out by submitting Requests for Exclusion exceeds ten percent (10%)  
5 of the total number of Class Members, then Defendant may, in the exercise of its sole discretion, abrogate  
6 this Agreement. Defendant’s right expires 15 calendar days after the expiration of the Consideration  
7 Period. All signatories and their counsel agree not to encourage opt-outs. In the event Defendant  
8 exercises this option, the costs of administration shall be borne by Defendant.

9 **4.3. Objections.** Class Members who do not submit a Request for Exclusion shall be  
10 entitled to object to the terms of the Agreement.

11 **4.3.1. Objection Procedures.** Any written objection to this Agreement must  
12 contain (1) the name and case number of this Action (or reasonable portion thereof), (2) the full name,  
13 last four digits of their social security number, and current address of the Settlement Class member  
14 making the Objection, and (3) the specific reason(s) for the Objection. Settlement Class members who  
15 submit an Objection remain bound by this Agreement if it is approved by the Court. Class Counsel shall  
16 file any and all written Objections with the Court. Settlement Class members may also appear in Court  
17 at the Fairness Hearing to make their Objection orally, without submitting a written Objection.

18 **4.3.2. Waiver of Objection Rights.** Settlement Class members who fail to  
19 submit an Objection in the manner specified in the Notice of Class Action Settlement shall be deemed to  
20 have waived any objection and shall be foreclosed from objecting to this Agreement, whether by appeal  
21 or otherwise.

22 **4.4. Proof of Class Members’ Responses.** At least thirty (30) calendar days prior to  
23 the Fairness Hearing, the Settlement Administrator will prepare a declaration to submit to the Court  
24 regarding the mailing of the Notice of Class Action Settlement, the inability to deliver any mailing due  
25 to invalid addresses, the number of any Requests for Exclusion, and the number of any Objections and  
26 the contents of the Objections.

27 **4.5. Binding Effect of Settlement.** Although a Settlement Class member might not  
28 receive the Notice of Class Action Settlement, and might not timely submit an Objection or a Request

1 for Exclusion because of inability to locate the Settlement Class member's current address, that  
2 Settlement Class member shall nonetheless be bound by this Agreement.

3 **4.6. No Interference with Class Member Responses.** Each Party agrees not to  
4 encourage any Class Member to submit an Objection or a Request for Exclusion and agrees not to retaliate  
5 against any Class Member for participating or not participating in the settlement that this Agreement  
6 contemplates.

7 **5. Distribution of Settlement Proceeds**

8 **5.1. Administrative Costs.** The Parties agree to obtain a reasonable estimate of  
9 Administrative Costs of up to Thirteen Thousand Dollars and No Cents (\$13,000.00), and seek approval  
10 of Administrative Costs to be drawn from the Gross Settlement Amount. If the Court approves only a  
11 lesser amount, then the other terms of this Agreement shall still remain in effect. The amount of  
12 Administrative Costs is not a material term of this Agreement. If this Agreement is not finally  
13 effectuated, then any Administrative Costs incurred to date will be paid in equal parts by Defendant and  
14 Plaintiff, except if Defendant exercises its right to abrogate the Agreement under Section 4.2.3, Defendant  
15 shall be solely responsible for payment of all Administrative Costs incurred.

16 **5.2. Class Counsel Payment.** Class Counsel intend to request—and Defendant agrees  
17 not to oppose—that the Court award a Class Counsel Payment, to be drawn from the Gross Settlement  
18 Amount, for (a) attorneys' fees of 1/3 of the Gross Settlement Amount (currently Two Hundred Thirty  
19 Three Thousand, Three Hundred Thirty Three Dollars and Thirty Three Cents (\$233,333.33), and (b)  
20 litigation costs actually incurred in representing the interests of the Class Members, supported by  
21 adequate documentation, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00).  
22 Defendant shall have no liability for any other attorneys' fees or costs. To the extent that the Court  
23 approves less than the amount of Class Counsel Payment that Class Counsel request, the difference  
24 between the requested and awarded amounts will be distributed to the Settlement Class on a proportional  
25 basis relative to the size of their claims as set forth in Sections 5.5.1 and 5.5.2, below.

26 **5.2.1. Approval of Class Counsel Payment Not Material.** The Court's  
27 approval of the Class Counsel Payment in the amount requested is not a material term of this Agreement.  
28

1 If the Court approves only a lesser amount, then the other terms of this Agreement shall still remain in  
2 effect and the difference will remain part of the Net Settlement Amount.

3 **5.2.2. Timing of Class Counsel Payment.** The Settlement Administrator shall  
4 issue the Class Counsel Payment within twenty-five (25) calendar days after the Effective Date. Within  
5 five (5) calendar days after the Effective Date, Class Counsel shall transmit instructions to the Settlement  
6 Administrator as to how any approved attorneys' fees and costs shall be paid. The Settlement  
7 Administrator shall issue appropriate Internal Revenue Service Forms 1099 to Class Counsel. Class  
8 Counsel shall be solely responsible for paying all applicable taxes on any Class Counsel payment and  
9 shall indemnify and hold harmless Defendant and Released Parties from any claim or liability for taxes,  
10 penalties, or interest arising as a result of the Class Counsel payment.

11 **5.3. Class Representative Service Award.** Class Counsel intends to request—and  
12 Defendant agrees not to oppose—that the Court award a Class Representative Service Award to the Class  
13 Representative Monica Jackson in an amount of Seven Thousand, Five Hundred Dollars And No Cents  
14 (\$7,500.00), to be drawn from the Gross Settlement Amount. Any Class Representative Service Award  
15 shall be in addition to the Class Representative's Individual Settlement Payment. To the extent that the  
16 Court approves less than the amount of Class Representative Service Award that Class Counsel request,  
17 the difference between the requested and awarded amounts will be distributed to the Settlement Class on  
18 a proportional basis relative to the size of their claims as set forth in Sections 5.5.1 and 5.5.2, below.

19 **5.3.1. Class Representative Service Awards Not Material.** The Court's  
20 approval of the Class Representative Service Award is not a material term of this Agreement. If the  
21 Court does not approve or approves only a lesser amount than that requested for a Class Representative  
22 Service Award, then the other terms of this Agreement shall still remain in effect.

23 **5.3.2. Timing of Class Representative Service Awards.** The Settlement  
24 Administrator shall pay any Class Representative Service Award within twenty-five (25) calendar days  
25 after the Effective Date, and shall issue an IRS Form 1099 to the Class Representatives. The Class  
26 Representative shall be solely responsible for paying all applicable taxes on any Class Representative  
27 Service Award and shall indemnify and hold harmless Defendant and Released Parties from any claim  
28 or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award.

1                   **5.4. PAGA Payment.** The Parties will seek approval for PAGA Payment of Twenty  
2 Five Thousand Dollars And No Cents (\$25,000.00). Eighteen Thousand Seven Hundred and Fifty  
3 Dollars and No Cents (\$18,750.00), representing 75% of the PAGA Payment, will be drawn from the  
4 Gross Settlement Amount and paid to the LWDA. The remaining Six Thousand, Two Hundred Fifty  
5 Dollars And No Cents (\$6,250.00), representing 25% of the PAGA Payment, will be allocated to the  
6 Aggrieved Employees and Adjunct Aggrieved Employees on a pro-rata basis based on the number of  
7 Pay Periods they worked during the PAGA Period and Adjunct PAGA Period compared to the total  
8 number of Pay Periods all of the Aggrieved Employees worked during the PAGA Period.

9                   **5.4.1. Amount of PAGA Payment Not Material.** Any change in the requested  
10 PAGA Payment is not a material term of this Agreement. If the Court approves a lesser or greater amount  
11 than that requested, the other terms of this Agreement shall still remain in effect. However, some  
12 approval of a PAGA Payment is a material term of the Settlement and this Agreement. If the Court does  
13 not approve a PAGA Payment, then the entire Agreement will be, at Defendant's sole discretion, void  
14 and unenforceable. In the event Defendant exercises this option, the costs of administration shall be  
15 borne by Defendant.

16                   **5.4.2. Timing of PAGA Payment.** The Settlement Administrator shall pay 75  
17 percent of any approved PAGA Payment to the LWDA and 25 percent of any approved PAGA Payment  
18 to the Aggrieved Employees within twenty-five (25) calendar days after the Effective Date.

19                   **5.5. Individual Settlement Payments.** The Net Settlement Amount shall be allocated  
20 between the claims as follows: 10% of the NSA shall be allocated to the claims for unpaid wages alleged  
21 on behalf of the Adjunct Professor Class, and 90% of the NSA shall be allocated to the unreimbursed  
22 expense claims alleged on behalf of the Reimbursement Class (inclusive of Adjunct Professor Class).  
23 Each Settlement Class Member shall be entitled to an Individual Settlement Payment consisting of a  
24 share of the Net Settlement Amount, as set forth below.

25                   **5.5.1. Calculation of Individual Settlement Shares for Adjunct Professor**  
26 **Unpaid Wages Claims.** Each Adjunct Professor Unpaid Wages Settlement Class Member will be  
27 eligible to receive a portion of the Net Settlement Amount based on the following formula:  
28



The individual Settlement Share payment to an individual Adjunct Professor for his/her Adjunct Professor Unpaid Wages Claim will be calculated by dividing the number of Adjunct Professor Unpaid Wages Eligible Workweeks attributed to the individual by the Total Unpaid Wages Eligible Workweeks, multiplied by the percentage of the Net Settlement Amount allocated to the Unpaid Wages Claim. Otherwise stated, the formula for an individual's Adjunct Professor Unpaid Wages Claim is: (individual's Adjunct Professor Unpaid Wages Eligible Workweeks ÷ Total Adjunct Professor Unpaid Wages Eligible Workweeks) x ten percent (10%) of the Net Settlement Amount.

#### **5.5.2. Calculation of Individual Settlement Shares For Reimbursement Claim Settlement Class**

The individual Settlement Share payment to an individual Reimbursement Claim Settlement Class Member will be calculated by dividing the number of Reimbursement Claim Eligible Workweeks attributed to the individual by the total Reimbursement Claim Eligible Workweeks, multiplied by the Net Settlement Amount allocated to the Business Reimbursement Expense Claim. Otherwise stated, the formula for an individual's Reimbursement Claim is: (individual's Reimbursement Claims Eligible Workweeks ÷ Total Reimbursement Claim Eligible Workweeks) x ninety percent (90%) of the Net Settlement Amount.

#### **5.5.3 Information about Individual Settlement Shares and Disputes**

Defendant's time records regarding the number of Adjunct Professor Unpaid Wages Eligible Workweeks and/or Reimbursement Claim Eligible Workweeks worked for each Adjunct Professor Unpaid Wages Class Member and/or Reimbursement Claim Class Member shall be used for purposes of calculating Individual Settlement Payments. The Class Notice will include information for each Adjunct Professor Unpaid Wages Settlement Class Member and/or Reimbursement Claim Settlement Class Member showing how much the individual Adjunct Professor Unpaid Wages Settlement Class Member and/or Reimbursement Claim Settlement Class Member is expected to receive based on this formula and their number of Adjunct Professor Unpaid Wages Eligible Workweeks and/or Reimbursement Claim Eligible Workweeks. The Class Notice will also provide the Settlement Class an opportunity to dispute the number of Adjunct Professor Unpaid Wages Eligible Workweeks and/or Reimbursement Claim Eligible Workweeks indicated on the Class Notice. Such dispute must be made no later than thirty (30)

1 calendar days from the date of the mailing or ten (10) calendar days after re-mailing of the Class Notices.  
2 Defendant and/or the Settlement Administrator shall review any documentation provided by the Adjunct  
3 Professor Unpaid Wages Settlement Class Member and/or Reimbursement Claim Settlement Class  
4 Member to determine whether there was an error in the number of Adjunct Professor Unpaid Wages  
5 Eligible Workweeks and/or Reimbursement Claim Eligible Workweeks calculated, and adjust any  
6 payment to be allocated if necessary.

7 It is estimated that there are approximately 314 Adjunct Professor Unpaid Wages Settlement  
8 Class Members who worked approximately 8,400 Adjunct Professor Unpaid Wages Eligible Workweeks  
9 during the Adjunct Professor Unpaid Wage Claim Period. It is estimated that there are approximately  
10 1,109 Reimbursement Claim Settlement Class Members (inclusive of Adjunct Professors) who worked  
11 approximately 52,000 Reimbursement Claim Eligible Workweeks during the Reimbursement Claim  
12 Period. It is estimated that there are approximately 60,400 Total Eligible Workweeks. Defendant will  
13 provide a declaration under penalty of perjury confirming the number of applicable Adjunct Professor  
14 Unpaid Wages Settlement Class Members and Reimbursement Claim Settlement Class Members and  
15 Adjunct Professor Unpaid Wages Eligible Workweeks and Reimbursement Claim Eligible Workweeks.

#### 16 **5.5.4 Escalator Clause**

17 If the total number of Settlement Class Members increases by more  
18 than 10% of the estimate stated, the Gross Settlement Amount will increase proportionally for the number  
19 of Settlement Class Members over 110% of 1,109 (1,220). Class Counsel shall be permitted to request  
20 and recover attorney's fees equal to 1/3 of the increased Gross Settlement Amount.

21 **5.5.3. Timing of Individual Settlement Payments.** The Settlement  
22 Administrator shall issue Individual Settlement Payments no later than twenty-five (25) calendar days  
23 after the Effective Date. Any checks from this distribution that are not cashed within one-hundred-eighty  
24 (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation  
25 shall not affect the validity of the Release of claims provided for herein and the Settlement Class member  
26 shall be deemed to, nevertheless, be bound by the Release of claims provided herein. As soon as  
27 practicable after the 180-day check cashing period, the Settlement Administrator shall prepare for the  
28 Parties a Final Report—a document summarizing relevant events to date and advising the total dollar

1 amount paid to the Settlement Class, the status of any uncashed checks, and any amount remaining in the  
2 QSF. The Parties will request the Court to order that all funds represented by uncashed settlement checks,  
3 plus any accrued interest, be tendered to The Interdisciplinary Center for Healthy Workplaces, as a *cy*  
4 *pres* recipient.

5 **5.5.4. Tax Allocation of Individual Settlement Payments.** Each individual  
6 Settlement Share Payment based on Adjunct Professor Unpaid Wages Eligible Workweeks will be  
7 allocated as fifty percent (50%) to wages stemming from the Adjunct Professor unpaid wages claims,  
8 and fifty percent (50%) to interest and penalties stemming from Adjunct Professor unpaid wages claim  
9 and inaccurate wage statement, which represents the Parties' good faith allocation based on the claims  
10 asserted and potential damages related to wages and interest and penalties. Each individual Settlement  
11 Share payment based on Reimbursement Claim Eligible Workweeks will be allocated 100% to non-  
12 wages and interest stemming from the Settlement Class business expense reimbursement claim, which  
13 represents the Parties' good faith allocation based on the claims asserted and interest. In accordance with  
14 law, the Settlement Administrator will make required tax withholdings from each individual Settlement  
15 Payment on the portion designated as wages and will remit the withholding to the appropriate taxing  
16 authorities. The Settlement Administrator shall issue any necessary Form W-2 and 1099 statements to  
17 the Settlement Class for their respective individual Settlement Payments. The Settlement Class shall be  
18 solely responsible for paying all other applicable taxes on their respective individual Settlement Payments  
19 and shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability for  
20 taxes, penalties, or interest arising as a result of individual Settlement Payments. PAGA Payments to the  
21 Aggrieved Employees shall be allocated 100% to penalties, and the Settlement Administrator shall issue  
22 any necessary 1099 statement to the Aggrieved Employees for their respective PAGA Payments.

23 **5.5.5. Tax Allocations of Individual Settlement Payments Not Material.** The  
24 Court's approval of the allocation of Individual Settlement Payments set forth above is not a material  
25 term of this Agreement. If the Court does not approve or approves a different allocation of the Individual  
26 Settlement Payments, then the other terms of this Agreement shall still remain in effect.

1                   **5.6. Funding of Gross Settlement Amount.** By fifteen (15) days after the Effective  
2 Date, Defendant will deposit all of the Gross Settlement Amount, into the QSF established by the  
3 Settlement Administrator, as well as any employer side payroll taxes.

4                   **6. Releases**

5                   **6.1. Release by the Settlement Class.** Upon the Court's entry of the Final Approval  
6 Order and Judgment, and upon funding of the Gross Settlement Amount, and except as to rights this  
7 Agreement creates, Plaintiff and each individual member of the Settlement Class shall, on behalf of  
8 themselves and their assigns, successors, release the Released Parties from any and all claims, debts,  
9 liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees,  
10 damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent  
11 or accrued, under any legal theory under federal and state law during the Settlement Class Period for any  
12 claims alleged or that could reasonably have been alleged based on the facts and claims asserted in the  
13 operative first amended complaint, including: *as to Adjunct Professor Class Members*, alleged failure to  
14 pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked  
15 (including off-the clock and on-call work and including on an exempt misclassification theory), failure  
16 to timely pay wages and final wages, failure to pay wages and final wages, failure to furnish accurate  
17 wage statements including claims derivative and/or related to these claims, liquidated damages, and  
18 conversion of wages; and *as to Reimbursement Class Members*, alleged failure to reimburse business  
19 expenses (including but not limited to the cost of Internet service, cellular phone charges, software,  
20 ink/toner cartridges and paper and other expenses working from home, and all business expenses during  
21 the Settlement Class Period, whether incurred as a result of remote work during the COVID-19 pandemic  
22 or otherwise) and/or related claims. This Release shall include all claims and theories arising under the  
23 applicable regulations, Wage Orders and Labor Code, as well as claims under Business and Professions  
24 Code section 17200 *et seq.*, based on violations of the above Labor Code provisions. This Release shall  
25 apply to all claims, as described above, arising at any point during the Settlement Class Period.

26                   **6.2. Release by the Aggrieved Employees.** Upon the Court's entry of Final Approval  
27 Order and Judgement, and funding of the Gross Settlement Amount, the Defendant shall receive a release  
28 from the Aggrieved Employees of all PAGA claims alleged in the Class Action Complaint, or that could

1 have been pled, based on, or which arise out of the facts alleged in the Class Action Complaint and/or  
2 PAGA notice filed with the LWDA which occurred during the PAGA Period.

3 **6.3. Class Representative's Individual Release.** In addition to the release given by  
4 each member of the Settlement Class, Class Representative Monica Jackson also generally releases  
5 claims against each Released Party. This general release includes any and all claims arising from  
6 Plaintiff's relationship with Defendant. This general release by the Class Representative also includes a  
7 waiver of rights under California Civil Code Section 1542, which states:

8 **A general release does not extend to claims that the creditor or releasing party does**  
9 **not know or suspect to exist in his or her favor at the time of executing the release**  
10 **and that, if known by him or her, would have materially affected his or her**  
11 **settlement with the debtor or released party.**

12 This general release from the Class Representative is effective only upon the Court granting final  
13 approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement  
14 Administrator and applies only to claims that may be released as a matter of law.

15 **6.4. Settlement is Contingent Upon Release of Claims.** This Agreement is  
16 conditioned upon the releases by the Settlement Class and Class Representative as described herein, and  
17 upon covenants by the Settlement Class, Aggrieved Parties and Class Representative that they will not  
18 participate in any action, lawsuits, proceedings, complaints, or charges in any court or before any  
19 administrative body related to any claims they have released under this Settlement.

20 **6.5. Inadmissibility of Settlement Documents.** The Parties agree that this Agreement  
21 and all exhibits thereto shall be inadmissible in any proceeding, except an action or proceeding to  
22 approve, interpret, or enforce this Agreement. The Parties agree that, to the extent permitted by law, this  
23 Agreement will operate as a complete defense to—and may be used as the basis for an injunction  
24 against—any action, suit, or other proceeding attempted in breach of this Agreement.

## 25 **7. Settlement Approval Procedure**

26 **7.1. Preliminary Approval.** Plaintiff shall submit to the Court a Motion for  
27 Preliminary Approval of Class Action Settlement. This motion shall seek an order to preliminarily  
28 approve this Agreement according to the terms in this Agreement and provide for the Notice of Class  
Action Settlement to be sent to Class Members as specified in this Agreement, substantially in the form

1 attached hereto as Exhibit A. This motion shall include the bases for demonstrating that settlement  
2 amounts are reasonable in light of the facts and controlling authorities pertaining to the claims alleged.  
3 The motion shall also be accompanied by a declaration of Class Counsel discussing the risks of continued  
4 litigation and the decision that the best interests of the Class Members are served by the terms of this  
5 Agreement. Defense Counsel shall have the opportunity to review and comment on a draft of the motion  
6 before it is filed.

7 **7.2. Final Approval.** Plaintiff shall submit to the Court a Motion for Final Approval  
8 Order, which shall include findings and orders (a) approving the Agreement, (b) adjudging the terms to  
9 be fair, reasonable, and adequate, (c) reciting the Released Claims in full, (d) directing that the terms of  
10 the Agreement be carried out, and (e) retaining jurisdiction to oversee enforcement of this Agreement  
11 and the Court's orders. Defense Counsel shall have the opportunity to review and comment on a draft of  
12 the motion before it is filed.

13 **7.3. Motion for Class Counsel Payment.** Along with the Motion for Final Approval,  
14 Class Counsel may file a motion for Court approval of an attorneys' fees and costs award in the amount  
15 of (a) attorneys' fees of 1/3 of the Gross Settlement Amount (currently Two Hundred Thirty Three  
16 Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$233,333.33)), and (b) litigation  
17 costs actually incurred in representing the interests of the Class Members, supported by adequate  
18 documentation, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00).

19 **7.4. Motion for Class Representative Service Award.** Along with the Motion for  
20 Final Approval, Class Counsel may file a motion for Court approval of a Class Representative Service  
21 Award in the amount of Seven Thousand Five Hundred Dollars (\$7,500) to Class Representative Monica  
22 Jackson.

23 **7.5. Timing of Judgment.** After the Final Approval Order, Plaintiff shall request that  
24 the Court enter Judgment in accordance with this Agreement, without further fees or costs.

25 **7.6. Appeal Rights.** Only an Objector has the right to appeal the Judgment, if the  
26 Judgment is in accord with this Agreement. Each Class Representative and Class Counsel hereby waive  
27 any right to appeal any judgment, ruling, or order in this Action, including, without limitation, any Final  
28 Approval Order and any Judgment in the Action. This waiver includes all rights to any post-judgment

proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.

**7.7. Schedule of contemplated events.** By way of review, the events contemplated by the settlement approval procedure are as follows:

Deadline for Defendant to provide list of current Adjunct Professors Unpaid Wages Settlement Class Members, Reimbursement Claim Settlement Class Members and Aggrieved Employees to Settlement Administrator	Within 14 calendar days of the later of preliminary approval of this Settlement or court approval of Settlement notice to the class
Deadline for Settlement Administrator to mail Notice of Class Action Settlement	Within 7 business days of receipt of the class data from Defendant
Settlement Administrator to report to Defense and Class Counsel on Requests for Exclusion, Objections and other results of class notice	30 calendar days from date that Notice of Class Action Settlement is mailed
Last day for the Settlement Class to dispute their number of Adjunct Professors Unpaid Wages Eligible Workweeks, Reimbursement Claim Eligible Workweeks and PAGA Pay Periods	30 calendar days from date that Notice of Class Action Settlement is mailed
Last day for the Settlement Class to submit Requests for Exclusion or Objections	45 calendar days from date that Notice of Class Action Settlement is mailed or re-mailed
Deadline for Class Counsel to move for Final Approval, attorneys' fees and costs, and Class Representative Service Awards	To be set by the Court
Hearing on Final Approval and on motion for Class Counsel Payment and Class Representative Service Award	To be set by the Court [the Parties request a date to be set that is 120 days after the Court grants preliminary approval of this Settlement or court approval of Settlement notice to the class]

## **8. Miscellaneous**

**8.1. Materiality of Terms.** Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If the Court does not approve any substantive term, or if the Court effects a material change to the

1 Agreement—such as increasing any amount that Defendant must pay—then the entire Agreement will  
2 be, at Defendant’s sole discretion, void and unenforceable. Where this Agreement states that a term is  
3 not material, then the Court’s refusal to approve that term leaves all the other terms of the Agreement in  
4 effect, and does not give Class Counsel or any Class Member any basis to abrogate this Agreement.

5 **8.2. No Tax Advice.** Neither Class Counsel nor Defense Counsel intend anything  
6 contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this  
7 Agreement be relied upon as such within the meaning of United States Treasury Department Circular  
8 230 (31 C.F.R. Part 10, as amended) or otherwise.

9 **8.3. No Impact on Employee Benefits.** No payment made under this Agreement shall  
10 be considered as compensation or hours worked or hours paid for purposes of determining eligibility,  
11 vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this  
12 Agreement, the term “benefit plan” means every ERISA “employee benefit plan,” as defined in the  
13 Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. section 1002(3). The term  
14 also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare,  
15 profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred  
16 compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any  
17 such plan is considered an ERISA employee benefit plan.

18 **8.4. Language of Settlement Documents.** All Settlement-related documents to be  
19 filed with the Court or sent to Class Members must be approved by all Parties before being filed or sent.

20 **8.5. Parties’ Authority.** The signatories hereto represent that they are fully authorized  
21 to bind the Parties to all the terms of this Agreement. The Parties agree that Class Members are so  
22 numerous that it is impossible or impractical to have each Class Member execute this Agreement. This  
23 Agreement may be executed on behalf of Class Members by the proposed Class Representatives and by  
24 Class Counsel.

25 **8.6. Entire Agreement.** This Agreement, which includes its Definitions, Recitals, and  
26 all Exhibits attached hereto, constitutes the complete and exclusive statement of the terms of the  
27 Agreement on its subject matter, and supersedes all prior and contemporaneous negotiations and  
28 understandings between the Parties.



1           **8.7. Counterparts.** This Agreement may be executed in counterparts, and each  
2 counterpart signed and delivered shall be deemed an original, and when taken together with other signed  
3 counterparts, signed and delivered shall constitute one signed Agreement, which shall be binding upon  
4 and effective as to all Parties.

5           **8.8. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement  
6 by signing on the designated signature block and transmitting that signature page via facsimile or as an  
7 attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for  
8 purposes of this Agreement and shall be binding upon the Party who transmits the signature page.

9           **8.9. Waivers and Modifications to Be in Writing.** No waiver, modification, or  
10 amendment of this Agreement—whether purportedly made before or after the Court’s approval of this  
11 Agreement—shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then  
12 shall be valid subject to any required Court approval. Any failure by any Party to insist upon the strict  
13 performance by the other Party of any provision of this Agreement shall not be deemed a waiver of future  
14 performance of the same provisions or of any other provision of this Agreement, and such Party,  
15 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any  
16 provision of this Agreement. The time periods and dates provided in this Agreement with respect to  
17 giving of notices and hearings are subject to Court approval and modification by the Court or by written  
18 stipulation of Class Counsel and Defense Counsel.

19           **8.10. Construction.** Each Party participated jointly in the drafting of this Agreement,  
20 and its terms are not intended to be, and shall not be, construed against any party by virtue of  
21 draftsmanship.

22           **8.10.1. Exhibits Incorporated by Reference.** This Agreement includes the terms  
23 set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

24           **8.10.2. Headings.** The headings within this Agreement appear for convenience of  
25 reference only and shall have no effect upon the construction or interpretation of any part of this  
26 Agreement.

1                   **8.10.3. Invalidity of Any Provision.** Before declaring any provision of this  
2 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent  
3 possible so as to render all provisions of this Agreement enforceable.

4                   **8.11. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform  
5 such acts and to execute and to deliver such documents as are reasonably necessary to carry out this  
6 Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary  
7 Administrative Costs.

8                   **8.12. No Prior Assignments or Undisclosed Liens.** The Class Representative and  
9 Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any  
10 Released Claim or claim to attorneys' fees and costs award to be paid under this Agreement. The Class  
11 Representative and Class Counsel further represent and warrant that there are not any liens or claims  
12 against any amount that Defendant is to pay under this Agreement. The Class Representative and Class  
13 Counsel agree to defend, to indemnify, and to hold Defendant and Released Parties harmless from any  
14 liability, losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from  
15 a breach of these representations or from any lien or assignment.

16                   **8.13. Waiver of Right to Request Exclusion by Class Representatives.** The Class  
17 Representative, by signing this Agreement, agrees not to request exclusion from the Settlement. The  
18 Class Representative, by signing this Agreement, further represent that she has no objection to the terms  
19 of the Agreement and believes the terms to be fair, reasonable and adequate.

20                   **8.14. Confidential Information.** Class Counsel will destroy all confidential Adjunct  
21 Professor contracts and exemplars of same provided by Defendant within 60 calendar days after the  
22 completion of the administration of this Agreement. Class Counsel further agrees that none of the  
23 information provided by Defendant shall be used for any purpose other than prosecution of this Action.

24                   **8.15. Publicity.** Neither Plaintiff nor Class Counsel will publicize the Settlement in any  
25 way that identifies Defendant, except as follows: Nothing in this Agreement shall preclude Class Counsel  
26 from communicating with members of the Settlement Class after preliminary approval, and after  
27 preliminary approval Class Counsel is permitted to post Court-filed documents on their website(s) for  
28 viewing by the Settlement Class. Further, Class Counsel shall be permitted to disclose their approval as

1 Class Counsel in this Settlement in declarations filed with any court in support of Class Counsel's  
2 adequacy.

3 **8.16. Neutral Employment Reference.** Released Parties agree that all inquiries about  
4 Plaintiff shall be referred to Human Resources, who will confirm the Plaintiff's dates of employment and  
5 position held. No other information concerning Plaintiff's work history will be provided by Human  
6 Resources without authorization from Plaintiff.

7 **8.17. Continuing Jurisdiction.** The Court shall retain jurisdiction over the  
8 implementation of this Agreement as well as any matter arising out of, or related to, the implementation  
9 of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without  
10 the consent of all Parties.

11 **8.18. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall  
12 first attempt to resolve the dispute informally through good faith negotiations and with the help of the  
13 mediator (Louis Marlin) if necessary, and, if those efforts are unsuccessful, they agree to mediate any  
14 such dispute. The Parties will split the costs of the mediator, and all parties will bear their own fees and  
15 costs.

16 **8.19. Enforcement Action.** In the event that any Party institutes any legal action or  
17 other proceeding against another Party or Parties to enforce the provisions of this Settlement or to declare  
18 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover  
19 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees,  
20 incurred in connection with any enforcement action.

21 **8.20. Governing Law.** All terms of this Agreement shall be governed by and interpreted  
22 according to California law.

1 SO AGREED:

2  
3  
4 **MONICA JACKSON**  
5 Plaintiff

6 Monica Jackson

12/8/2022

7  
8  
9 Date

10 **UNIVERSITY OF REDLANDS**

11 By: \_\_\_\_\_

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28 Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

1 SO AGREED:  
2  
3

4 **MONICA JACKSON**  
5 Plaintiff

6 \_\_\_\_\_  
Date

7 **UNIVERSITY OF REDLANDS**

8  
9 By: 

10 \_\_\_\_\_  
Date

11 Name: KRISTA NEWKIRK

12 Title: PRESIDENT  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT A

## NOTICE OF CLASS ACTION SETTLEMENT

*Jackson v. University of Redlands*

(San Bernardino County Superior Court, Case No. CIV SB2133143)

TO: (1) All individuals employed by Defendant at any time from March 20, 2020 through March 1, 2022 (“Reimbursement Class Members”), and (2) All Adjunct Professors employed by the University of Redlands (“Defendant”) at any time from January 22, 2021 through January 24, 2023 [or Date of Preliminary Approval] (“Adjunct Professor Class Members”).

**THIS NOTICE MAY AFFECT YOUR RIGHTS.**

**PLEASE READ THIS NOTICE CAREFULLY.**

You have received this Notice of Class Action Settlement because Defendant’s records show you are or were employed as a Reimbursement Class Member or Adjunct Professor Class Member and are therefore entitled to a payment from this Class Action Settlement. Reimbursement Class Members and Adjunct Professor Class Members are referred to collectively as “Class Members.”

This settlement resolves a class-action lawsuit, *Jackson v. University of Redlands* (the “Lawsuit”), which alleges that Defendant (1) failed to reimburse necessary business expenses incurred by Reimbursement Class Members, which includes Adjunct Professor Class Members, as a result of working remotely or otherwise, (2) failed to pay Adjunct Professor Class Members for all hours worked, and (3) failed to issue to Adjunct Professor Class Members accurate, itemized wage statements.

Class Counsel in this matter are Julian Hammond, Polina Brandler and Ari Cherniak of HammondLaw, P.C.

On [REDACTED], the San Bernardino County Superior Court granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

**The Court has not made any determination of the validity of the claims in the Lawsuit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant.** Defendant expressly denies that it did anything wrong or that it has violated the law, and Defendant further denies any liability whatsoever to Plaintiff or to the Class Members.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment other than your share of PAGA civil penalties as described below, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator about why you object to the settlement and they will forward your concerns to counsel, which will then be

**Questions? Contact the Settlement Claims Administrator toll free at XXX-XXX-XXXX**

	provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval hearing scheduled for <b>[DATE AND TIME]</b> in Dept. S26, San Bernardino Justice Center, 247 West Third Street San Bernardino, CA 92415. You are not required to attend the Hearing, but you are welcome to do so.
--	--

### **Why Am I Receiving This Notice?**

You were sent this Notice because you have a right to know about the proposed settlement of the Lawsuit, and about all of your options before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

### **What Is This Case About?**

Monica Jackson worked as an Adjunct Professor at the University of Redlands. She is the “Plaintiff” in this case and is suing University of Redlands on behalf of herself and the Reimbursement Class and Adjunct Professor Class for alleged violations of California’s wage and hour and reimbursement laws. As stated above, as it pertains to the **Reimbursement Class**, which includes the Adjunct Professor Class, the claims are failure to reimburse business expenses. As it pertains to the **Adjunct Professor Class** the claims are failure to pay for mandatory training time, and failure to issue accurate, itemized wage statements. In the Lawsuit, the Plaintiff also seeks penalties under the California Private Attorneys General Act of 2004 (“PAGA”) for members of both classes employed between August 4, 2020 and January 24, 2023 [or PRELIMINARY APPROVAL DATE], as well as fees and costs. Defendant denies all of the allegations made by Plaintiff.

Plaintiff and Defendant have tentatively settled this Lawsuit. The Settlement has received preliminary approval of the Court, subject to notice being provided to Class Members and final approval by the Court after a public hearing. The proposed Settlement is described in the next section.

As one of the Class Members, you will receive money from the proposed Settlement if the Court grants final approval. If the proposed Settlement is not approved, then the offer of settlement will be deemed withdrawn, and the case will proceed in Court as if no settlement had ever been made.

### **Summary of the Settlement Terms**

Plaintiff and Defendant have agreed to settle this case on behalf of the Reimbursement Class and Adjunct Professor Class for the Gross Settlement Amount of \$700,000 (“Gross Settlement Amount”). The Gross Settlement Amount includes: (1) Administration Costs up to \$13,000; (2) a service payment to Plaintiff Jackson of \$7,500 for her time and efforts in pursuing this case and in exchange for a general release of claims she will enter into as part of the settlement with Defendant; (3) attorneys’ fees of up to one-third of the Gross Settlement Amount (\$233,333.33) and up to \$25,000 in litigation costs to Class Counsel; and (4) payment allocated to the PAGA penalties in the amount of \$25,000 (with \$18,750 to be paid to the Labor and Workforce Development Agency (“LWDA”)) and \$6,250 paid to the Expense Reimbursement Class Members who worked during the PAGA Period (defined as April 30, 2020 to January 24, 2023 [the Date of Preliminary Approval]) and Adjunct Professor Class Members who worked during the Adjunct PAGA Period (defined as January 22, 2021 to January

**Questions? Contact the Settlement Claims Administrator toll free at **XXX-XXX-XXXX****



24, 2023 [or Date of Preliminary Approval]. After deducting these sums, a total of approximately \$391,166.67 will be available for distribution to Class Members (“Net Settlement Amount” or “NSA”).

### **Distribution to Class Members**

The Net Settlement Amount will be distributed as follows: [\$356,550.00] (approximately 90% of the NSA) shall be allocated to the Reimbursement Class Members and shall be paid *pro-rata* based on the number of eligible workweeks worked by a Reimbursement Class Member during the Reimbursement Claim Period (March 20, 2020 through March 1, 2022) in proportion to the eligible workweeks worked by all Reimbursement Class Members. [\$39,616.67] (approximately 10% of the NSA) shall be allocated to the Adjunct Professor Class Members and shall be paid *pro-rata* based on the number of workweeks worked by an Adjunct Professor Class Member during the Adjunct Professor Unpaid Wages Class Period (January 22, 2021 to January 24, 2023) in proportion to the workweeks worked by all Adjunct Professor Class Members. In addition, as stated above, the \$6,250 of the PAGA penalties shall be paid *pro-rata* based on the number of pay periods worked by the Class Member during the PAGA Period and Adjunct PAGA Period in proportion to the pay periods worked by all Class Members who worked during the PAGA Period and Adjunct PAGA Period.

### **Your Estimated Settlement Award**

Defendant’s records show that you are a member of the Expense Reimbursement Class and worked a total of: << WORKWEEKS >> eligible workweeks during the Settlement Class Period. *Please note if you are an Adjunct Professor Class Member:* due to a prior settlement in *Moreira v. University of Redlands*, San Bernardino County Superior Court, Case No. CIV DS 1913813, which resolved reimbursement claims of Adjunct Professors, Adjunct Professor Class Members in this case have no eligible workweeks for purposes of the reimbursement claim between March 20, 2020 and January 21, 2021. Your share of the Settlement allocated to the Reimbursement Class is [\$XX.]

Defendant’s records also show that you [ARE/ ARE NOT] a member of the {Adjunct Professor} Class and worked a total of: << WORKWEEKS >> during the Adjunct Professor Unpaid Wages Class Period. Your share of the Settlement allocated to the Adjunct Professor Unpaid Wages Class Period Class is [\$XX.]

Defendant’s records show that [ARE/ ARE NOT] a member of the PAGA Class and worked a total of << PAY PERIODS >> during the [PAGA Period or Adjunct PAGA Period]. Your share of the PAGA Payment is [\$XX].

If you believe that the number of eligible workweeks or pay periods listed above is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than RESPONSE DEADLINE. Please include any documentation you have that you contend supports your dispute.

### **Tax Reporting**

For tax reporting purposes, the monies paid to the Reimbursement Class will be allotted 100% to non-wages and interest. Payments to the Adjunct Professor Class will be allocated as 50% wages, and 50% as penalties and interest. PAGA payments will be allocated 100% as penalties.

Please consult a tax advisor regarding the tax consequences of your Settlement Award. This notice is not intended to provide legal or tax advice on your Settlement Share.

**Questions? Contact the Settlement Claims Administrator toll free at XXX-XXX-XXXX**

## **Claims That You Are Releasing Under the Settlement**

**Reimbursement Class Released Claims:** If finally approved by the Court, each Reimbursement Class Member who does not request exclusion from the Settlement will be bound by all of the terms of the Settlement, and will release the University of Redlands from any and all claims that are alleged, or could reasonably have been alleged based on the facts and claims asserted in the First Amended Complaint on their behalf and arising during the Settlement Class Period (March 20, 2020 through January 24, 2023), including alleged failure to reimburse business expenses (including but not limited to the cost of Internet service, cellular phone charges, software, ink/toner cartridges, and paper and other expenses) incurred as a result of remote work or otherwise, and the claims for PAGA civil penalties based on the Reimbursement Class Released Claims.

**Adjunct Professor Class Released Claims:** If finally approved by the Court, each Adjunct Professor Class Member who does not request exclusion from the Settlement will also release all claims that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the First Amended Complaint on their behalf and arising during the Settlement Class Period (March 20, 2020 through January 24, 2023), including claims for the alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock and on-call work and including on an exempt misclassification theory), failure to timely pay wages and final wages, failure to pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages and conversation of wages; and the claims for PAGA civil penalties based on the Adjunct Professor Class Released Claims.

## **Your Options Under the Settlement**

### ***Option 1 – Do Nothing and Receive Your Payment***

If you do not opt out, you are automatically entitled to your payment because you are a Class Member. If you do not dispute your weeks worked or pay periods calculation and do not opt out of the Settlement, you will be bound by the Settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the Settlement payment set forth above.**

### ***Option 2 – Opt Out of the Settlement***

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, telephone number, the case name and number, and the last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to:

### **Phoenix Settlement Administrators**

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **[RESPONSE DEADLINE]**. If you exclude yourself from the Settlement then you will get no payment, other than your share of PAGA penalties, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit, other than your claim for PAGA civil penalties.

### ***Option 3 – File an Objection to the Settlement***

**Questions? Contact the Settlement Claims Administrator toll free at **XXX-XXX-XXXX****

If you wish to object to the Settlement you may file an objection in writing stating why you object to the Settlement. Your objection must provide your full name, address and telephone number, the case name and number, the last four digits of your Social Security Number, and your reasons why you think the Court should not approve the Settlement. Your objection must be mailed the Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your share of the Settlement.

### **Final Fairness Hearing**

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED].m. in Dept S26, San Bernardino Justice Center, located at 247 West Third Street San Bernardino, CA 92415, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit [www.\[REDACTED\].com](http://www.[REDACTED].com) or call the Settlement Administrator at **[PHONE NUMBER]**.

The pleadings and other records in this Lawsuit may be examined online on the San Bernardino County Superior Court's Website, known as 'Court Access Portal,' at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>. After arriving at the website, click the 'Accept' tab at the top of the page, then select "Case Search" and Register in order to search by case number (CIV SB2133143). Images of documents filed in the case may be viewed at a minimal charge. You may also view images of documents filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

**PLEASE DO NOT CONTACT THE COURT OR CLERK OF THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.**

**Questions? Contact the Settlement Claims Administrator toll free at **[XXX-XXX-XXXX]****

## EXHIBIT 2

**Approved California Wage and Hour Cases**

- ***Burleigh v. Walden University, LLC et al.***, Case No. RG21106062 (Alameda County Superior Court) (December 9, 2022) (certifying HammondLaw as co-class counsel for \$815,000 settlement for Labor Code §§ 226.2, 1194, 226.7, 201-203, 2802 claims on behalf of 235 instructors);
- ***Burleigh v. National University***, Case No. MSC21-00939 (Contra Costa County Superior Court) (August 26, 2022) (certifying HammondLaw as co-class counsel for \$925,000 settlement of Labor Code § 2802 claim on behalf of 1,802 instructors);
- ***Costa v University of Antelope Valley***, Case No. 21STCV18531 (Los Angeles County Superior Court) (August 23, 2022) (Labor Code § 2699 et seq. representative action settlement for \$150,000 for violation of Labor Code §§ 1194, 226(a), 226.2, 226.7, 510, 512, 203, and 2802 on behalf of 55 instructors and Labor Code § 2802 claims on behalf of 54 other employees);
- ***Parson v. La Sierra University***, Case No. CVRI2000104 (Riverside County Superior Court) (May 19, 2022) (certifying HammondLaw as class counsel for \$578,220 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 381 adjunct instructors and Labor Code § 2802 claims on behalf of 739 other employees);
- ***Chindamo v Chapman University***, Case No. 30-2020-01147814-CU-OE-CXC (Orange County Superior Court) (April 15, 2022) (certifying HammondLaw as co-class counsel for \$1,150,00 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 1,374 adjunct instructors and Labor Code § 2802 claims on behalf of 4,120 other employees);
- ***Sweetland-Gil v University of the Pacific***, Case No. STK-CV-UOE-2019-0014682 (San Joaquin County Superior Court) (March 4, 2022) (certifying HammondLaw as class counsel for \$1,800,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,100 adjunct instructors);
- ***Senese v. University of San Diego***, Case No. 37-2019-00047124-CU-OE-CTL (San Diego County Superior Court) (February 8, 2022) (certifying HammondLaw as co-class counsel for \$3,892,750 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 2,071 adjunct instructors);
- ***Solis et al. v Concordia University Irvine***, Case No. 30-2019-01114998-CU-OE-CXC (Orange County Superior Court) (February 3, 2022) (certifying HammondLaw as class counsel for \$890,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, and 2802 claims on behalf of 778 adjunct instructors);
- ***McCoy et v Legacy Education LLC***, Case No. 19STCV2792 (Los Angeles County Superior Court) (November 15, 2021) (Labor Code § 2698 et seq. representative action settlement for \$76,000 for violation of Labor Code §§ 1194, 226(a), 226.7, 512, 203, and 2802 on behalf of 31 instructors);
- ***Merlan v Alliant International University***, Case No. 37-2019-00064053-CU- OE-CTL (San Diego County Superior Court) (November 2, 2021) (certifying

HAMMONDLAW. P.C.

1201 Pacific Ave, Suite 600, Tacoma, WA, 98402

310-610-6766

HammondLaw as co-class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 803 adjunct instructors);

- ***Stupar et al. v University of La Verne***, Case No. 19STCV33363 (Los Angeles County Superior Court) (October 14, 2021) (certifying HammondLaw as class counsel for \$2,450,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, and 203 claims on behalf of 1,364 adjunct instructors);
- ***Normand et al. v Loyola Marymount University***, Case No. 19STCV17953 (Los Angeles County Superior Court) (September 9, 2021) (certifying HammondLaw as class counsel for \$3,400,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,655 adjunct instructors);
- ***Veal v Point Loma Nazarene University***, Case No. 37-2019-00064165-CU-OE-CTL (San Diego County Superior Court) (August 27, 2021) (certifying HammondLaw as class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 670 adjunct instructors);
- ***Pillow et al. v Pepperdine University***, Case No. 19STCV33162 (Los Angeles County Superior Court) (July 28, 2021) (certifying HammondLaw as class counsel for \$940,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,547 adjunct instructors);
- ***Moore et al v Notre Dame De Namur University***, Case No. 19-CIV-04765 (San Mateo County Superior Court) (July 1, 2021) (certifying HammondLaw as class counsel for \$882,880 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 397 adjunct instructors);
- ***Mooiman et al. v Saint Mary's College of California***, Case No. C19-02092 (Contra Costa County Superior Court) (June 10, 2021) (certifying HammondLaw as class counsel for \$1,700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 760 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 2,212 other employees);
- ***Peng v The President and Board of Trustees of Santa Clara College***, Case No. 19CV348190 (Santa Clara County Superior Court) (April 21, 2021) (certifying HammondLaw as class counsel for \$1,900,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,017 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 5,102 other employees);
- ***Morse v Fresno Pacific University***, Case No. 19-CV-04350 (Merced County Superior Court) (April 6, 2021) (certifying HammondLaw as class counsel for \$1,534,725 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 203 claims on behalf of 861 adjunct instructors);
- ***Miner, et al. v ITT Educational Services, Inc.***, Case No. 3:16-cv-04827-VC (N.D. Cal.) (March 19, 2021) (certifying HammondLaw as class counsel for \$5.2 million settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 2802 claims on behalf of 1,154 adjunct instructors);
- ***Harris-Foster v. University of Phoenix***, Case No. RG19019028 (Alameda County Superior Court, March 17, 2021) (certifying HammondLaw as class counsel for \$2,863,106 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 putative class action on behalf of 3,447 adjunct instructors);

HAMMONDLAW. P.C.

1201 Pacific Ave, Suite 600, Tacoma, WA, 98402

310-610-6766

- ***Granberry v. Azusa Pacific University***, Case No. 19STCV28949 (Los Angeles County Superior Court, March 5, 2021) (certifying HammondLaw as class counsel for \$1,112,100 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 claims on behalf of 1,962 adjunct instructors);
- ***Ott v. California Baptist University***, Case No. RIC1904830 (Riverside County Superior Court, January 26, 2021) (certifying HammondLaw as co-class counsel for \$700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 512 claims on behalf of 958 adjunct instructors);
- ***Pereltsvaig v. Cartus Corporation***, Case No. 19CV348335 (Santa Clara County Superior Court, January 13, 2021) (certifying HammondLaw as class counsel in \$300,000 settlement of Labor Code §§ 226.8(a), 1194, 226(a), 226.7, 510, 512, and 2802 claims on behalf of 126 instructors);
- ***Morrison v. American National Red Cross***, Case No. 19-cv-02855-HSG (N.D. Cal., January 8, 2021) (certifying HammondLaw as class counsel in a \$377,000 Settlement of Labor Code §§ 1194, 226(a), 226.7, 510, 512 and 2802 claims on behalf of 377 instructors who taught training courses);
- ***Brown v. Cernx***, Case No. JCCP004971 (Cal. Sup. Ct. Alameda Cty. July 14, 2020) (certifying HammondLaw as co-class counsel in \$350,000 settlement of Labor Code §§ 1194, 226, 226.7, 510, 512, and 2802 claims on behalf of 309 amazon couriers);
- ***Stempien v. DeVry University***, Case No. RG19002623 (Cal. Sup. Ct. Alameda Cty. June 30, 2020) (certifying HammondLaw as class counsel for \$1,364,880 settlement Labor Code §§ 1194, 226, 226.2, 226.7, and 2802 claims on behalf of 498 adjunct instructors);
- ***McCoy v. Concorde***, Case No. 30-2017-00936359-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. July 2, 2019) (certifying HammondLaw as class counsel for \$2,500,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 putative claims on behalf of 636 adjunct instructors);
- ***Hogue v. YRC***, Case No. 5:16-cv-01338 (C.D. Cal. June 24, 2019) (certifying HammondLaw and A&T as co-class counsel for \$700,000 settlement of Labor Code §§ 1194, 226.2, 226.7, and 2802 claims on behalf of 225 truck drivers);
- ***Sands v. Gold's Gym***, Case No. BC660124 (Cal. Sup. Ct. Los Angeles Cty. March 20, 2019) (Labor Code § 2698 *et seq.* representative action settlement for \$125,000 for violation of Labor Code § 1194, 2802 and 246 *et seq.* claims on behalf of 106 fitness instructors);
- ***Garcia v. CSU Fullerton***, Case No. 30-2017-00912195-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. February 15, 2019) (certifying HammondLaw as class counsel for \$330,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 claims on behalf of 127 adjunct instructors);
- ***Pereltsvaig v. Stanford***, Case No. 17-CV-311521 (Cal. Sup. Ct. Santa Clara Cty. January 4, 2019) (certifying HammondLaw as class counsel for \$886,890 settlement of Labor Code §§ 1194, 226, 226.7, 512, 2802 and 2699 claims on behalf of 398 adjunct instructors);

HAMMONDLAW. P.C.

1201 Pacific Ave, Suite 600, Tacoma, WA, 98402

310-610-6766

- ***Moss et al. v. USF Reddaway, Inc.***, Case No. 5:15-cv-01541 (C.D. Cal. July 25, 2018) (certifying HammondLaw and A&T as co-class counsel for \$2,950,000 settlement of Labor Code §§ 1194, 226, 226.7, and 201-203 claims on behalf of 538 truck drivers);
- ***Beckman v. YMCA of Greater Long***, Case No. BC655840 (Cal. Sup. Ct. Los Angeles Cty. June 26, 2018) (Labor Code § 2698 *et seq.* representative action settlement for \$92,500 for violation of Labor Code § 1194 and 226(a) claims on behalf of 101 fitness instructors);
- ***Maldonado v. Heavy Weight Transport, Inc.***, Case No. 2:16-cv-08838 (C.D. Cal. December 11, 2017) (certifying HammondLaw and A&T as co-class counsel for \$340,000 settlement of Labor Code §§ 1194, 226, 226.2, 226.7, 226, 201-203, and 2699 claims on behalf of 160 truck drivers);
- ***Hillman v. Kaplan***, Case No. 34-2017-00208078 (Cal. Sup. Ct. Sacramento Cty. December 7, 2017) (certifying HammondLaw as class counsel for \$1,500,000 settlement of Labor Code §§ 1194, 226, 226.7, 201-203 and 2802 claims on behalf of 506 instructors);
- ***Bender et al. v. Mr. Copy, Inc.***, Case No. 30-2015-00824068-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. October 13, 2017) (certifying HammondLaw and A&T as co-class counsel for \$695,000 settlement of Labor Code §2802 claims on behalf of approximately 250 outside sales representatives);
- ***Rios v. SoCal Office Technologies***, Case No. CIVDS1703071 (Cal. Sup. Ct. San Bernardino Cty. September 6, 2017) (certifying HammondLaw and A&T as co-class counsel for \$495,000 settlement of Labor Code §2802 claims on behalf of approximately 180 outside sales representatives);
- ***Russell v. Young's Commercial Transfer, Inc.***, Case No. PCU265656 (Cal. Sup. Ct. Tulare Cty. June 19, 2017) (certifying HammondLaw and A&T as co-class counsel for \$561,304 settlement of Labor Code §§ 1194, 226, 226.2, and 201-203 claims on behalf of 962 truck drivers);
- ***Keyes v. Valley Farm Transport, Inc.***, Case No. FCS046361 (Cal. Sup. Ct. Solano Cty. May 23, 2017) (certifying HammondLaw and A&T as co-class counsel for \$497,000 settlement of Labor Code § 226, 1194, 512 and 2698 *et seq.* claims on behalf of 316 truck drivers);
- ***Numi v. Interstate Distributor Co.***, Case No. RG15778541 (Cal. Sup. Ct. Alameda Cty. March 6, 2017) (certifying HammondLaw and A&T as co-class counsel for \$1,300,000 settlement of Labor Code §§ 1194, 226.2 and 2802 claims on behalf of approximately 1,000 truck drivers);
- ***Keyes v. Vitek, Inc.***, Case No. 2016-00189609 (Cal. Sup. Ct. Sacramento Cty. February 17, 2017) (\$102,000 settlement of PAGA representative action for violation of Labor Code § 226.8 on behalf of 90 truck drivers);
- ***Martinez v. Estes West dba G.I. Trucking, Inc.***, Case. BC587052 (Cal. Sup. Ct. L.A. Cty., April 4, 2017) (certifying HammondLaw and A&T as co-class counsel for \$425,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 156 truck drivers);



- ***Sansinena v. Gazelle Transport Inc.***, Case No. S1500-CV- No 283400 (Cal. Sup. Ct. Kern Cty. December 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$264,966 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 314 truck drivers);
- ***Cruz v. Blackbelt Enterprises, Inc.***, Case No. 39-2015-00327914-CU-OE-STK (Cal. Sup. Ct. San Joaquin Cty. September 22, 2016) (certifying HammondLaw and A&T as co-class counsel for \$250,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 79 truck drivers);
- ***Araiza et al. v. The Scotts Company, L.L.C.***, Case No. BC570350 (Cal. Sup. Ct. L.A. Cty. September 19, 2016) (certifying HammondLaw and A&T as co-class counsel for \$925,000 settlement of Labor Code §226, 510, 512 and 2802 claims on behalf of approximately 570 merchandisers; and Labor Code 226(a) claims on behalf of approximately 120 other employees);
- ***Dixon v. Hearst Television, Inc.***, Case No. 15CV000127 (Cal. Sup. Ct. Monterey Cty. September 15, 2016) (certifying HammondLaw as class counsel for a \$432,000 settlement of Labor Code § 2802 claims on behalf of approximately 55 outside sales representatives);
- ***Garcia et al. v. Zoom Imaging Solutions, Inc.*** SCV0035770 (Cal. Sup. Ct. Placer Cty. September 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$750,000 settlement of Labor Code § 510, 512, 1194 and 2802 claims on behalf of approximately 160 sales representatives and service technicians);
- ***O'Beirne et al. v. Copier Source, Inc. dba Image Source***, Case No. 30-2015-00801066-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. September 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$393,300 settlement of Labor Code §2802 claims on behalf of approximately 132 outside sales representatives);
- ***Mead v. Pan-Pacific Petroleum Company, Inc.***, Case No. BC555887 (Cal. Sup. Ct. L.A. Cty. August 30, 2016) (certifying HammondLaw and A&T as co-class counsel for \$450,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 172 truck drivers);
- ***Lange v. Ricoh Americas Corporation***, Case No. RG136812710 (Cal. Sup. Ct. Alameda Cty. August 5, 2016) (certifying HammondLaw as co-class counsel for \$1,887,060 settlement of Labor Code § 2802 claims on behalf of approximately 550 sales representatives);
- ***Alcazar v. US Foods, Inc. dba US Foodservice***, Case No. BC567664 (Cal. Sup. Ct. L.A. Cty. March 18, 2016) (certifying HammondLaw and A&T as co-class counsel for a \$475,000 settlement on behalf of approximately 634 truck drivers);
- ***Harris v. Toyota Logistics***, Case No. C 15-00217 (Cal. Sup. Ct. Contra Costa Cty. February 9, 2016) (certifying HammondLaw and A&T as co-class counsel for \$550,000 settlement reached on behalf of approximately truck 125 drivers);

**HAMMONDLAW. P.C.**

1201 Pacific Ave, Suite 600, Tacoma, WA, 98402

310-610-6766

- ***Albanez v. Premium Retail Services Inc.***, Case No. RG1577982 (Cal. Sup. Ct. Alameda Cty. January 29, 2016) (Private Attorney General Act Settlement for \$275,000 on behalf of approximately 38 employees);
- ***Garcia et al v. Sysco Los Angeles, et al.***, Case No. BC560274 (Cal. Sup. Ct. L.A. Cty. November 12, 2015) (certifying HammondLaw and A&T as co-class counsel for a \$325,000 settlement on behalf of approximately 500 truck drivers);
- ***Cooper et al. v. Savage Services Corporation, Inc.***, Case No. BC578990 (Cal. Sup. Ct. L.A. Cty. October 19, 2015) (certifying HammondLaw and A&T as co-class counsel for \$295,000 settlement on behalf of approximately 115 truck drivers);
- ***Gallardo et al. v. Canon Solutions America, Inc.***, Case No. CIVDSS1500375 (Cal. Sup. Ct. San Bernardino Cty. August 5, 2015) (certifying HammondLaw and A&T as co-class counsel for \$750,000 settlement on behalf for approximately 320 outside sales representatives);
- ***Glover v. 20/20 Companies, Inc.***, Case No. RG14748879 (Cal. Sup. Ct. Alameda Cty. August 3, 2015) (Private Attorney General Act Settlement for \$475,000 on behalf of approximately 273 independent contractors);
- ***Mayton et al v. Konica Minolta Business Solutions USA, Inc.***, Case No. RG12657116 (Cal. Sup. Ct. Alameda Cty. June 22, 2015) (certifying HammondLaw as co-class counsel for \$1,225,000 settlement on behalf for approximately 620 outside sales representatives);
- ***Garza, et al. v. Regal Wine Company, Inc. & Regal III, LLC***, Case No. RG12657199 (Cal. Sup. Ct. Alameda Cty. February 21, 2014) (certifying HammondLaw as class counsel for \$1.7 million settlement on behalf of approximately 317 employees);
- ***Moy, et al. v. Young's Market Co., Inc.***, Case No. 30-2011-00467109-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. November 8, 2013) (certifying HammondLaw as co-class counsel for \$2.3 million settlement on behalf of approximately 575 sales representatives);
- ***Gagner v. Southern Wine & Spirits of America, Inc.***, Case No. 3:10-cv-10-04405 JSW (N.D. Cal. December 11, 2012) (certifying HammondLaw as co-class counsel for \$3.5 million settlement reached on behalf of approximately 870 sales representatives);
- ***Downs, et al. v. US Foods, Inc. dba US Foodservice***, Case No. 3:10-cv-02163 EMC (N.D. Cal. September 12, 2012) (certifying HammondLaw as co-class counsel for \$3 million settlement reached on behalf of approximately 950 truck drivers)

**Approved California Consumer Cases**

- ***Rodriguez v River City Bank***, Case No. 1-13-cv-257676 (Cal. Sup. Ct. Sacramento Cty., October 26, 2022) (approving \$140,000 settlement of Cal. Bus.

**HAMMONDLAW. P.C.**

1201 Pacific Ave, Suite 600, Tacoma, WA, 98402

310-610-6766

Prof. Code §§ 17200, Civil Code § 1798.80 and 1798.100 claims on behalf of 16,417 River City Bank customers);

- ***Siciliano et al. v. Apple***, Case No. 1-13-cv-257676 (Cal. Sup. Ct. Santa Clara Cty. November 2, 2018) (approving \$16,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 3.9 million California subscribers to Apple InApp subscriptions);
- ***In re Ashley Madison Customer Data Security Breach Litigation***, Case No. 4:15-cv- 02669 JAR (E.D. Mis. November 20, 2017) (HammondLaw appointed to the executive committee in \$11.2 million settlement on behalf of 39 million subscribers to ashleymadison.com whose information was compromised in the Ashley Madison data breach);
- ***Gargir v. SeaWorld Inc.***, Case No. 37-2015-00008175-CU-MC-CTL (Cal. Sup. Ct. San Diego Cty. October 21, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims class action on behalf of 88,000 subscribers to SeaWorld's annual park passes);
- ***Davis v. Birchbox, Inc.***, Case No. 3:15-cv-00498-BEN-BGS (S.D. Cal. October 14, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$1,572,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 149,000 subscribers to Birchbox's memberships);
- ***Goldman v. LifeLock, Inc.*** Case No. 1-15-cv-276235 (Cal. Sup. Ct. Santa Clara Cty. February 5, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$2,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 300,000 California subscribers to Lifelock's identity protection programs); and
- ***Kruger v. Kiwi Crate, Inc.*** Case No. 1-13-cv-254550 (Cal. Sup. Ct. Santa Clara Cty. July 2, 2015) (certifying HammondLaw as class counsel in \$108,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 5,400 California subscribers to Kiwi Crate's subscriptions).

## EXHIBIT 3

---

## Thank you for your Proposed Settlement Submission

---

**DIR PAGA Unit** <lwdadonotreply@dir.ca.gov>  
To: pbrandler@hammondlawpc.com

Tue, Dec 27, 2022 at 12:12 PM

12/27/2022 09:12:04 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)