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12 *Attorneys for Plaintiff and the Putative Classes*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF ORANGE**

15 **FRANK CHINDAMO**, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 **CHAPMAN UNIVERSITY**, a California
20 Non-Profit Corporation,

21 Defendant.
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Case No.: 30-2020-01147814-CU-OE-CXC

**DECLARATION OF JULIAN
HAMMOND IN SUPPORT OF
PLAINTIFF'S MOTION FOR ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 2, 2021

Time: 2:00 p.m.

Judge: Hon. Peter Wilson

Dept.: CX102

1 I, Julian Hammond, declare as follows:

2 I. INTRODUCTION

3 1. I am over the age of 18 and have personal knowledge of the facts set forth in this
4 declaration and could and would testify competently to them.

5 2. I am a member in good standing of the Bar of the State of California. I am licensed to
6 practice before all courts in the State of California.¹

7 3. I am the founding shareholder of the law firm HammondLaw, P.C. ("HammondLaw")
8 and co-counsel, along with Ackerman & Tilajef, P.C., and Melmed Law Group, P.C. ("Class Counsel")
9 for the named Plaintiff Frank Chindamo ("Plaintiff") and 5,507 members of three classes: (a) 1,376
10 "Adjunct Class Members" who worked for Defendant as adjunct professors or part-time lecturers in
11 California and who earned less than two times minimum wage during each pay period of their
12 employment between July 10, 2016 and December 31, 2019 ("Adjunct Class Period"); (b) 4,738
13 "Working From Home Reimbursement Class Members" or "WFH Class Members" who were eligible to
14 work remotely for Defendant between March 19, 2020 and June 30, 2021 ("WFH Class Period"); and (3)
15 1,832 "Parking Reimbursement Class Members" or "PR Class Members" who purchased a parking
16 permit from Defendant between November 19, 2019 and March 26, 2020 ("PR Class Period")(Adjunct
17 CMs, WFH Class Members, and PR Class Members are collectively referred to as "Class Members" or
18 "CMs").

19 4. I have no knowledge of the existence of any conflicting interests between my firm and
20 any of its attorneys and our co-counsel, on the one hand, and Plaintiff or any Class Members, on the
21 other.

22 5. I submit this declaration in support of Plaintiff's Motion for preliminary Approval of Cass
23 Action Settlement. A copy of the Class Action Settlement Agreement in this matter is attached as **Exhibit**
24 **1.**

25 II. ATTORNEY EXPERIENCE

26 6. HammondLaw has been certified as Class Counsel or Co-Class Counsel in at least 50
27 wage and hour class actions, representing thousands of class members, in the Superior Courts for the
28 Counties and federal District Courts in California in diversity jurisdiction cases based on state law, over
the last ten years. My firm's resume is attached as **Exhibit 2**. Since 2016, HammondLaw has represented

¹ I am also an active member of the Bar of the State of New York and of the Washington State Bar Association. I am also admitted to practice as a Barrister-at-Law in both the New South Wales and Victorian Supreme Courts, located in Australia.

1 adjunct instructors and secured court-approved settlements in wage and hour class actions against Kaplan
2 Higher Education in *Hillman v. Kaplan Higher Education LLC*, No. 34-2017-00208078 (Sacramento
3 Cty. Super. Ct. December 7, 2017), Stanford University in *Pereltsvaig v. The Board of Trustees of the*
4 *Leland Stanford Jr. University*, No. 17-CV-311521 (Santa Clara Cty. Super. Ct. January 4, 2019), CSU
5 Fullerton in *Garcia v. CSU Fullerton*, No. 30-2017-00912195-CU-OE-CXC (Orange Cty. Super. Ct.
6 February 15, 2019), Concorde Career Colleges in *McCoy v. Concorde Career Colleges, Inc.*, No. 30-
7 2017-00936359-CU-OE-CXC (Orange Cty. Super. Ct. July 2, 2019); DeVry University in *Stempien v.*
8 *DeVry University, Inc.*, No. RG19002623 (Alameda Cty. Super. Ct. July 30, 2020); *Ott v. California*
9 *Baptist University*, No. RIC1904830 (Riverside Cty. Super. Ct. January 26, 2021); *Granberry v Azusa*
10 *Pacific University*, Case No. 19STCV28949 (Cal. Sup. Ct. Los Angeles Cnty., March 5, 2021); *Miner,*
11 *et al. v. ITT Educational Services, Inc.*, Case No. 3:16-cv-04827-VC (N.D. Cal. March 19, 2021); *Harris-*
12 *Foster v. University of Phoenix*, Case No. RG19019028 (Alameda County Superior Court, March 17,
13 2021) *Morse v Fresno Pacific University*, Case No. 19-CV-04350 (Merced County Superior Court, April
14 6, 2021) (approving fees of 33% in \$1,534,725 wage and hour class action); *Peng v The President and*
15 *Board of Trustees of Santa Clara College*, Case No. 19CV348190 (Cal. Super. Ct. Santa Clara Cnty.,
16 April 21, 2021) (approving fees of 33% in \$1,900,000 wage and hour class action); *Moore et al v Notre*
17 *Dame De Namur University*, Case No. 19-CIV-04765 (San Mateo County Superior Court, July 1, 2021)
18 (approving fees of 33% in \$882,880 wage and hour class action); and *Pillow et al. v. Pepperdine*
19 *University*, Case No. 19STCV33162 (Los Angeles Superior Court, July 28, 2021). HammondLaw has
20 also successfully negotiated class action settlements on behalf of adjunct instructors in ten other cases in
21 various stages of settlement approval, and recently litigated one such case—*Gola v. University of San*
22 *Francisco*, No. CGC-18-565018 (San Francisco Super. Cty. Ct.)—all the way through trial. These cases
23 challenged a long-standing, industry-wide practice of classifying adjunct instructors as non-exempt and
24 not paying them for all hours worked. The cases have led to an overhaul of the classification and
25 compensation practices in the industry.

26 7. I graduated from the University of South Wales with a Bachelor of Commerce in 1995,
27 from the University of Technology in Sydney with a Bachelor of Law *summa cum laude* in 1999, and
28 from New York University School of Law with a Masters of Law in 2001. I founded HammondLaw in
2010. Since the founding of HammondLaw, I have devoted a substantial percentage of my practice to
litigating cases involving wage and hour violations, the bulk of these being class actions. My firm has
represented tens of thousands of employees in wage and hour class actions under California law and in
California courts.

1 8. My two associates, Polina Brandler (formerly Polina Pecherskaya) and Ari Cherniak,
2 played an active role in this case. Ms. Brandler is a tenth-year associate. She received her B.A. in history
3 *cum laude* from the Macaulay Honors College at the City University of New York in 2005, and her J.D.
4 from the Benjamin N. Cardozo School of law in 2009. While in law school, Ms. Brandler was an intern
5 for the Honorable Sandra L. Townes of the Southern District of New York, and was a volunteer for
6 Sanctuary for Families advocating for abused partners and/or spouses seeking orders of protection and/or
7 uncontested divorces. After graduation, she clerked for the Honorable Anita H. Dymant of the Appellate
8 Division of the Los Angeles Superior Court from 2009 to 2012. During her time at HammondLaw, her
9 practice has focused on wage and hour and consumer class actions. Ms. Brandler is admitted to practice
10 law in California and New York.

11 9. Mr. Cherniak is a ninth-year associate. He received his B.S. in Philosophy *cum laude* from
12 Towson University in 2007, and his J.D. from Tulane Law School in 2011. While in law school, Mr.
13 Cherniak earned a citation for his extensive pro bono work in the Felony Trial Unit of Baltimore City
14 Office of the Public Defender. Since 2012, Mr. Cherniak’s practice has focused on wage and hour and
15 consumer class actions. Mr. Cherniak is admitted to practice law in California, Washington, and
16 Maryland.

17 10. My co-counsel in this case, Ackerman & Tilajef, P.C., and Melmed Law Group, P.C., are
18 submitting declarations herewith describing their extensive experience in handling class actions,
19 particularly representing adjunct instructors.

20 11. My experience and my firm’s experience in the prosecution and resolution of wage and
21 hour class actions, and particularly wage and hour class actions on behalf of adjunct instructors, was a
22 significant factor in this case proceeding to early mediation and favorable settlement.

23 **III. OVERVIEW OF THE LITIGATION**

24 **Procedural History**

25 12. On April 13, 2020, Plaintiff filed his PAGA Notice alleging that Adjunct CMs were non-
26 exempt employees because they did not meet the earn “a monthly salary equivalent to no less than two
27 (2) times the state minimum wage for full-time employment” required under the professional exemption,
28 Wage Order No. 4, § 1(A)(3)(a)-(d). As a result, Defendant failed to include “hours worked” on wage
statements in violation of Labor Code section 226(a) Plaintiff also alleged that Adjuncts were piece-rate
workers because Chapman compensated them a set amount of money for per Course, which is a form of
piece-rate compensation. Therefore, Chapman was required – but failed – to pay Adjuncts for the non-
teaching activities performed outside of their scheduled classroom hours separately from the piece under

1 Labor Code § 226.2 and under Labor Code § 1194; to pay Adjuncts for their rest breaks separately from
2 the piece under Labor Code § 226.2; to authorize and permit paid rest breaks, and pay premiums for
3 missed breaks under Labor Code § 226.7; and to provide off-duty meal breaks under Labor Code § 512.
4 Defendant also failed to pay all wages due and owing upon termination as required under Labor Code §

5 13. On July 10, 2020, after waiting the prescribed period to allow the LWDA to investigate
6 alleged violations, Plaintiff filed a PAGA-only action.

7 14. Defendant filed its Answer on August 20, 2020 including the following affirmative
8 defenses: (a) Plaintiff and Adjunct CMs qualify as exempt employees under one or more overtime
9 exemptions, including without limitation the exemptions for administrative, executive, or professional
10 employees; (b) that any decisions concerning Plaintiff's employment were made in good faith based
11 upon the facts as Defendant understood them; and (c) Plaintiff's claims are barred under the First
Amendment's ministerial exception.

12 15. On November 17, 2020, Plaintiff sent Defendant an amended PAGA letter alleging
13 violations of Labor Code § 204 on behalf of Adjunct CMs; violation of Labor Code § 450 on behalf of
14 PR Class Members; and a violation of Labor Code § 2802 on behalf of WFH Class Members. The parties
15 agreed to toll the additional PAGA claims while the parties focused on mediation.

16 16. On July 27, 2021, Plaintiff filed an Amended Complaint adding class causes of actions
17 for the violations alleged in the Complaint; and adding class causes of action for Defendant's alleged
18 violations of Labor Code § 204 on behalf of Adjunct CMs, and Labor Code § 450 and 2802 on behalf of
19 PR Class Members and WFH Class Members Wage Statement CMs; and revised the existing cause of
action for PAGA Penalties consistent with the Amended PAGA Notice.

20 **Informal Discovery**

21 17. Following the filing of Plaintiff's Complaint, the parties agreed to attend mediation and
22 engage in informal document and data exchange in preparation for the mediation. Chapman produced
23 extensive informal discovery, including (a) Plaintiff's personnel file; (b) exemplar wage statements and
contracts; (c) employee handbooks; (d) academic calendars; and (e) other policy documents.

24 18. Defendant also produced detailed course data for the Class Period including the title of
25 each course and number of credits in each course; detailed scheduling information for the PAGA Period
26 (defined as April 13, 2019 to December 31, 2019) including the start times and end time for each class
27 and the start date and end date for each course; and detailed pay data for the PAGA Period including the
28

1 date and amount of each paycheck. Plaintiff extrapolated the scheduling and pay data back to the Fall
2 2016 semester to calculate class-wide damages.

3 19. Defendant also produced relevant data including the size of each class; the number of
4 weeks worked by the Adjunct class and WFH Class during the relevant class periods; and the number,
5 type and amount of each parking permit purchased by PR Class Members.

6 20. Plaintiff also conducted his own investigation and gathered additional documents from
7 Chapman's website, including its Remote Work Policies and its University Parking Policy. Plaintiff also
8 conducted online surveys of Adjunct CMs regarding their unpaid wage claims, performed a detailed
9 analysis of the documents and data produced by Defendant, and researched Chapman's organizational
10 structure, policies, practices, financial statements, and other publicly available information about
11 Chapman.

12 **Relevant Facts**

13 21. Plaintiffs' counsel was able to determine the following facts based upon reliable
14 information we obtained through our own investigation or from Defendant in advance of mediation.

15 **Defendant's Organization**

16 22. Chapman is a private, non-profit university that offers both undergraduate and graduate
17 programs at its main campus in Orange, California and its health sciences campus in Irvine, California.
18 Defendant offers more than 100 undergraduate and graduate degrees. These programs are offered
19 throughout the year, mainly during the fall, spring, and summer semesters, with programs also offered
20 during the winter interterm semester. To teach these programs, Defendant employs Adjunct CMs.

21 **Class Member Data**

22 23. Plaintiff analyzed the spreadsheets and data that Defendant provided, and determined that
23 Chapman employed 1,374 Adjunct CMs during the Adjunct Class Period, including 828 Adjunct CMs
24 during adjunct PAGA Period.

25 24. According to data provide by Defendant, Adjunct CMs taught a total of 6,012 courses
26 between July 10, 2016 and December 31, 2019 (when Defendant reclassified Adjunct CMs as hourly
27 employees). Based on the scheduling data provided by Defendant, Adjunct CMs taught a total 10,638
28 classes that were 3.5 hours or longer and 1,216 classes that were 5 hours or longer. Adjunct CMs spent
an average of 2.57 hours teaching classes each day and 1.72 days teaching each week.

29 25. From the informal discovery and investigation, Plaintiff ascertained that Defendant
employed Adjunct CMs pursuant to Contracts that all set out the course(s) which the Adjunct agreed to
teach, the semester, the "period of appointment" which started on the first day of the assigned course and

1 ended on the last day of exams. The Contract stated “*This Contract will expire on [last day of exams]... Faculty Member acknowledges that even if teaching currently or having taught a class or classes in the*
2 *past, Faculty Member has no right, expectation, or promise to teach at Chapman beyond the period of*
3 *time specified in this Contract. Chapman University is under no obligation to renew this contract or to*
4 *contract with Faculty Member to teach in the future.*”

5 26. The Contract also set out the lump sum payable to each Adjunct (“Course Rate”) and
6 provided that the Course rate was “contingent upon a minimum enrollment of ten (10) students in each
7 class taught during fall and spring and interterm, seven (7) in summer. Should enrollment fall below ten
8 (10) students in each class taught during fall and spring and interterm, seven (7) in summer, salary will
9 be prorated accordingly...” The Course Rate was paid out in equal monthly installments over the course
10 of a term.

11 27. Plaintiff alleged that the Course Rate was a form of a piece-rate because Adjunct CMs
12 actual pay per course could vary, i.e. Chapman reserved the right to reduce the rate based on the
13 enrollment. Plaintiffs therefore believe they would be able to establish that the form of compensation was
14 not a salary because a “salary” is a “*predetermined amount that is not subject to reduction* based upon
15 the quantity or quality of work.” *Negri v. Koning & Associates*, 216 Cal. App. 4th 392, 399 (2013), rather
16 it more closely resembled a piece rate.

17 28. The Contracts incorporated Chapman’s Lecturer Handbook which listed duties Adjuncts
18 were required to perform in addition to teaching that could not be completed during class hours such as
19 preparing a course syllabus for distribution on the first day of class; attending orientation; holding office
20 hours; grading papers, exams and assignments; and communicating with students via e-mail. Some of
21 these duties were not covered by the Contract because they were necessarily completed before the
22 beginning of the contractual period specified in the Contract (which corresponded to the first day of
23 classes).

24 29. From the wage statements provide by Chapman, Plaintiff confirmed that wage statements
25 issued to Adjunct CMs during the Adjunct Class Period did not list any information related to the piece-
26 rate, including hours of compensable rest time, rate of compensation for that time, and wages earned for
27 that time; and failed to include hours worked or applicable hourly rates. Based on the data provided by
28 Chapman, Plaintiff calculated that Chapman issued 1,681 wage statements during the Wage Statement
Class Period (defined as July 10, 2019 through December 21, 2019). Plaintiff further alleged that these
wage statements were issued only once per month in violation of Labor Code § 204 and Chapman should
have issued pay checks twice per month, or a total of 3,363 pay checks.

1 30. As stated above, the Contracts pursuant to which Chapman employed Adjunct CMs were
2 for a limited duration, ending on the date specified, which corresponded to the last day of the terms or
3 last day of exams. For settlement purposes, however, Plaintiff calculated Chapman's exposure by using
4 one discharge for each of the 311 unique Adjunct CMs who taught at least one course during the Waiting
5 Time Penalty Class Period (i.e., July 10, 2017 through to December 31, 2019) and had a gap in their
6 employment of at least two terms and thus were clearly "discharged" for purposes of Labor Code § 201.

7 31. Plaintiff also ascertained that beginning March 19, 2020, WFH Class Members were
8 required to work remotely as a result of the COVID-19 pandemic. Chapman implemented and maintained
9 policies and practices requiring and expecting WFH Class Members to have an internet connection and
10 maintain a mobile phone to stay connected with the University, and maintain a home office equipment
11 including printer ink/cartridges and paper. However, Plaintiff alleged that Chapman did not reimburse
12 WFH Class Members for any such expenses.

13 32. Additionally, Plaintiff also ascertained that from November 17, 2019 until March 26,
14 2020, Chapman enforced a University Parking Policy that required "anyone driving to campus...with a
15 vehicle ... to obtain a parking permit and park in university owned or operated parking areas..." The
16 University Parking Policy also forbade PR CMs from parking on residential streets. PR CMs were
17 therefore required to purchase parking permits from Defendant, in violation of Labor Code § 450(a).

18 **Chapman Overhauled its Pay Practices Prior to and After the Filing of Lawsuit**

19 33. Prior to the filing of this Action, in January 2020, Chapman overhauled its compensation
20 policies applicable to Adjuncts, reclassified them as hourly employees, and issued Contracts that
21 specified that preparation, grading, and office hours, were compensable time, and included a rest and
22 meal break policy. In addition, in March 2020, Chapman stopped requiring PR Class Members to
23 purchase parking permits for on-campus parking. Finally, following the filing of this lawsuit, Chapman
24 started drafting an expense reimbursement policy applicable to WFH Class Members that will be
25 retroactive to July 1, 2021, and that will operate in tandem with Chapman's current cell-phone
26 reimbursement policy to reimburse WFH CMs for their remote work expenses.

27 **Mediation**

28 34. On November 30, 2020, the parties attended a full-day mediation with Tripper Ortman, a
highly respected mediator. Prior to the mediation, the parties submitted detailed briefs, supported by the
documents obtained in informal discovery. The parties then spent several months reaching agreement on
the basic terms of the settlement. On July 28, 2021, the parties executed the formal settlement agreement
that is now submitted to the Court for approval.

1 35. At mediation, Plaintiffs were confronted with a number of significant hurdles. First,
2 Defendant vigorously contended that Plaintiff's class claims are barred by the class action waiver
3 included in the arbitration agreement it required each employee to agree to as part of their employment.

4 36. During the Class Period, each Adjunct CM contract contained the following clause:

5 Faculty Member and the University agree that, to the fullest extent permitted by law, (a) any
6 claim or dispute of any kind arising out of this contract or Faculty Members' employment with
7 the University will be resolved exclusively by binding arbitration... Neither Faculty Member
8 nor the University shall be entitled to join or consolidate in arbitration any claim by or against
9 other current or former University employees, nor bring in arbitration any claim as a
10 representative or member of a class, and the arbitrator shall not be authorized to preside over
11 any class, collective or representative claims.

12 37. During the PR Class and WFH Class Periods, each PR and WFH Class Member signed
13 an arbitration agreement that stated as follows:

14 The employee named below (the "Employee") and Chapman University (the "University")
15 agree that, to the fullest extent permitted by law, (a) any claim or dispute of any kind arising
16 out of Employee's employment with the University, which Employee could otherwise bring
17 in court, will be resolved exclusively by binding arbitration (b) to dismiss any civil action
18 brought by that party in contravention of this agreement to arbitrate and (c) THIS PROVISION
19 OPERATES AS A WAIVER TO CIVIL TRIAL BY JURY OF ALL SUCH CLAIMS...
20 Neither Employee nor the University shall be entitled to join or consolidate in arbitration any
21 claim by or against other current or former University employees, nor bring in arbitration any
22 claim as a representative or member of a class, and the arbitrator shall not be authorized to
23 preside over any class, collective or representative claims.

24 38. Defendant contended that the Court would find its arbitration agreement, including the
25 class action waiver, enforceable and that Plaintiff's class claims would be barred. Thus, Defendant
26 contended that Plaintiffs' class claims were worthless. While Plaintiff contended that he could file
27 mass arbitrations against Chapman, based on the survey responses received from the Class,
28 Chapman's contention that Plaintiff would not be able to litigate claims on behalf of the class
warranted a 50% discount in valuing the case for settlement.

39. Second, Defendant contended that Plaintiff's wage and hour claims as to certain class
members are barred by the First Amendment's "ministerial exception." The First Amendment protects
the "right of religious institutions to decide matters 'of faith and doctrine' without government intrusion."
Our Lady of Guadalupe School v. Morrissey-Berru, 140 S.Ct. 2049 (2020) (quoting *Hosanna-Tabor
Evangelical Lutheran Church and School v. EEOC*, 565 U.S. 171, 186 (2012))

40. In *Hosanna-Tabor Evangelical Lutheran Church & Sch. v. EEOC*, 2012 U.S. LEXIS 578
(2012), the Supreme Court case addressing the ministerial exception, the Supreme Court held that the

1 First Amendment's Establishment and Free Exercise clauses bar the government from interfering with
2 the decisions of a religious group in employment issues. The Supreme Court looked to numerous factors
3 in assessing the application of the ministerial exception. The Court discussed four "considerations" which
4 supported its conclusion that petitioner was barred from bringing an employment discrimination suit
5 against her church employer: "the formal title given [appellant] by the Church, the substance reflected in
6 that title, her own use of that title, and the important religious functions she performed for the Church."
7 The Court also noted that her "job duties reflected a role in conveying the Church's message and carrying
8 out its mission." Thus, the Supreme Court concluded that "the interest of religious groups in choosing
9 who will preach their beliefs, teach their faith, and carry out their mission" barred appellants lawsuit.

10 41. In a concurring opinion, Justice Alito, joined by Justice Kagan, expressed their views
11 regarding the expansive scope of the ministerial exception, noting that "courts should focus on the
12 function performed by persons who work for religious bodies." Specifically, the exception should apply
13 to any employee "who leads a religious organization, conducts worship services or important religious
14 ceremonies or rituals, or serves as a messenger or teacher of its faith."

15 42. On July 8, 2020, the Supreme Court issued *Our Lady of Guadalupe Sch. v. Morrissey-*
16 *Berru*, 140. S. Ct. 2049 (2020), reiterating that courts must look not just at an employee's title, but also
17 his or her duties, in deciding whether religious instruction is an important function of the job and thus
18 whether the "ministerial exception" applies.

19 43. Defendant contended that the Court would find that, at a minimum, Adjunct CMs were
20 ministers under *Hosana Tabor* and *Morissey-Berru* factors because Chapman University is affiliated with
21 the Christian Church (Disciples of Christ) and the United Church of Christ and stresses the importance
22 of the intentional integration of spirituality and reason into students' lives and into the life of the
23 University and necessarily relies on Adjuncts to support and model Chapman's Christian values.

24 44. Defendant also relied heavily on *Alcazar v. Corp. of the Catholic Archbishop*, 627 F.3d
25 1288, 1290 (9th Cir. 2010), an *en banc* opinion which held that the ministerial exception barred
26 application of Washington's minimum wage act, and argued that the ministerial exception would bar
27 California's state law wage and hour lawsuits as well, including Plaintiff's wage and hour claims. If
28 Defendant's contention prevailed, CMs would recover nothing at all.

45. Defendant also contended that even if the ministerial exception were not a complete
defense to Plaintiff's wage and hour claims it would still result in a denial of class certification. This
argument is based on the argument that the various factors the Supreme Court looks to when deciding

whether the exception applies raise a host of individual issues that would need to be resolved on an employee by employee basis, rendering this case unsuitable for prosecution on a class-wide basis.

IV. PLAINTIFFS' DAMAGES ANALYSIS

46. Plaintiffs calculated Chapman's maximum liability (before applying any discounts based on merits defenses and the risk of non-certification) as follows:

Adjunct Wage Statements Claims - Labor Code §§ 226(a), (e), 226.2, and 204

47. Plaintiff contends that Class Members are non-exempt piece-rate employees and, as such, were entitled to receive itemized wage statements listing their actual hour worked, applicable hourly rate, and piece rate information pursuant to Labor Code § 226(a)(2), (3), (9) and 226.2(a). However, Plaintiff contends that Chapman did not track Adjunct CMs' hours, and did not include on their wage statements any entries for hours worked or applicable hourly rates, or piece-rate information.

48. Plaintiff also contended that Chapman was required, under Labor Code § 226(a) and 204, to pay Adjunct CMs twice per month on regular pay days designated in advance by Defendant. However, Chapman paid Adjunct CMs only once per month.

49. Plaintiff alleged that Defendant's practice with respect to the information included (and omitted) on the wage statements was not a result of an unintentional payroll error, or clerical mistake, but rather a result of Defendant's regular compensation policies and its policy of misclassifying Adjuncts as exempt. As such, the violation of Labor Code § 226(a) was knowing and intentional. Plaintiff also alleged that Adjunct CMs suffered injury as a result, because they could not determine from the wage statements alone the number of actual hours worked, or an applicable hourly rate.

50. Plaintiff calculated Defendant's liability as follows: Defendant issued a total of 1,681 wage statements to the 611 Wage Statement Class Members, but should have issued twice that many wage statements (3,363 wage statements) because it was required (but failed) to pay Adjunct CMs bi-monthly. Plaintiff multiplied 611 initial pay periods by the \$50 penalty; 2,752 subsequent wage statements by the \$100 penalty, set forth in Labor Code § 226(e), for total statutory damages of **\$305,729**.

51. **Class Certification Discounts:** Plaintiff applied a minimal 10% discount for class certification because wage statement claims are particularly well-suited to class certification. This reduces Chapman's realistic exposure to \$275,156.

52. **Merits Discounts:** Defendant contended that that Adjunct CMs were exempt employees. From previous experience in litigating similar claims, Plaintiff believes that an argument that Adjuncts are exempt is based on the premise that the minimum monthly salary required to be exempt in California can be prorated for part-time employment. However, the clear guidance from the DLSE and a December

1 3, 1999 memorandum from the Chief Legal Counsel for the Labor Commissioner expressly provide that
2 this premise is incorrect. Indeed, Plaintiff's Counsel recently litigated this very issue at a bench trial and
3 won. (Final Statement of Decision in *Gola v. University of San Francisco*, No. CGC-18-565018 (San
4 Francisco Super. Cty. Ct.)).

5 53. Defendant also asserted that Adjunct CMs' compensation did not constitute a piece-rate,
6 but a salary. Chapman could have argued that Adjunct CMs were paid a set amount to teach each
7 scheduled course and received the full amount of pay in each paycheck regardless of the quantity or
8 quality of the work performed. Chapman also could have argued that CMs' pay lacked characteristics of
9 a piece-rate system where employees typically produced multiple units or piece per day and can increase
10 their pay by working harder or more efficiently. Therefore, Chapman argued that Adjuncts were salaried
11 employees, and thus did not need to issue wage statements that included a breakdown of their hours,
12 applicable hourly rates, or piece-rate information.

13 54. Defendant also contended that Labor Code § 204 provides that "salaries of executive,
14 administrative, and professional employees of employers covered by the Fair Labor Standards At...may
15 be paid once a month..." Therefore, Chapman contended that it properly issued Adjuncts only one pay
16 check per month.

17 55. Defendant also could have contended that the maximum applicable statutory penalty was
18 the initial penalty of \$50 per wage statement because Plaintiff had not established that Defendant ever
19 received notice from the labor commissioner or a court, and so there are arguably no "subsequent"
20 violations.

21 56. Plaintiff applied a modest 10% reduction for the risk of the Court finding that there was
22 no knowing and intentional violation or injury because Chapman had a good faith defense that Class
23 Members were exempt, for the risk that the wage statements were accurate, and for the risk that only a
24 \$50 penalty would apply. This reduced Chapman's realistic exposure on this claim to **\$247,641**

25 **Adjunct Unpaid Wages – Labor Code §§ 1194 and 226.2**

26 57. Plaintiff alleged that during the Class Period, Chapman paid Adjunct CMs a fixed amount
27 per course, which was based on the number of units taught, class size, and program and which were
28 "contingent upon a minimum enrollment" and would be prorated if enrollment fell below certain
numbers. Plaintiff therefore contended that Adjunct CMs were not salaried (which is defined as a
predetermined amount of money that is not subject to reductions based on quality or quantity of work)
but were rather paid on a piece rate basis, with the piece being the course. As a result, Adjunct CMs were
paid for the hours of course instruction only and were not paid hourly and separately for non-teaching

1 tasks, such as preparing for class prior to and during the semester, grading, office hours, and attending
2 meetings, in violation of Labor Code § 226.2.

3 58. During the discovery and investigation phase, Plaintiff concluded that the Contracts
4 incorporated the Lecturer Handbook, which in turn listed tasks that Adjunct CMs were expected to
5 complete in addition to teaching the course such as grading, responding to students emails and calls, and
6 holding office hours. Thus, Plaintiff concluded that the Contracts incorporated the duties instructors
7 performed during the duration of the Contracts, but not prior to the Contract start date, including
8 preparation of courses, preparation and distribution of course syllabi, course policy and procedure
9 information, and exams. Plaintiff believe that he would be able to show that Adjunct CMs performed
10 these duties, and that they spent on average approximately 10 hours prior to the beginning of each
semester (each contract) on these duties, but that they were not paid for this time worked before the
beginning of their contracts, in violation of Labor Code §§ 226.2 or 1194.

11 59. Plaintiff analyzed course data provided by Defendant and calculated that Adjunct CMs
12 taught 6,012 courses during the Class Period. The average minimum wage during the Class Period was
13 \$10.76. Plaintiff multiplied 6,012 courses by 10 hours per course to arrive at 60,120 hours of pre-Contract
14 work. At \$10.76 per hour, the total amount of unpaid wages is \$648,891.

15 60. **Class Certification Discount:** Defendant contended that this claim was not certifiable
16 because there would be variability in the amount of time actually spent, if any, in preparing to teach the
17 course. In addition, Defendant contended that Adjunct CMS compensation was a salary that incorporated
18 all duties, including prior to the first day of the course. Plaintiff countered that the variability in the
19 amount of time spent prior to the first day of courses is a matter of damages, and therefore does not
20 impact certification. As to the salary argument, Plaintiff argued that what the salary covers or does not
21 cover is a matter of contract interpretation, that is uniquely suitable for class certification. In order to
22 answer this question, a court would have to determine whether the fact that the Contracts provide that
23 each appointment to teach begins and ends on specific dates and provides compensation for the
24 responsibilities under the Contracts means that the compensation set out in the Contracts covers only
work performed between the beginning and end dates. Plaintiff believed these arguments only warranted
a 10% discount for the risk for non-certification. This reduced Defendant's liability to \$582,202.

25 61. **Merits Discount:** As to the merits, Defendant also contended that a court would find, as
26 a matter of law, that the salary covered pre-contract work. Plaintiff believed that there was only a slight
27 chance of Defendant's argument, that the salary and/or piece covered pre-contract work, being successful
28 because, as discussed in previous paragraph, Contracts provided specific beginning and end dates for

1 each appointment and set compensation for the responsibilities under each Contract. Thus, allowing for
2 the possibility that the salary and/or piece covers work performed before the beginning of the contract
3 would amount to averaging or borrowing compensation contractually due for some work hours to meet
4 the minimum wage requirement for other uncompensated hours is not allowed under California law.
5 Defendant also contended that Plaintiffs' estimate of 10 hours of pre-course work was wildly overstated,
6 and that little or no work was required because many Adjunct CMs were experienced instructors who
7 had taught the same course multiple times. Plaintiff recognized some risk from this argument, and applied
8 a 25% discount was warranted, which reduced Chapman's realistic exposure on the unpaid wage claim
9 is **\$436,652**.

Adjunct Rest Break Claims - Labor Code §§ 226.2, 226.7

10 62. As stated above, Plaintiff alleges that Defendant paid Plaintiff and Adjunct CM's a Course
11 Rate which was a form of a piece-rate. As discussed above, Plaintiff calculated that Adjunct CM's taught
12 approximately 10,638 class sessions that were 3.5 hours or longer, and that Defendant did not pay them
13 hourly and separately for these rest breaks, in violation of Labor Code § 226.2, entitling them to premium
14 for each unpaid rest break. Plaintiff calculated Defendant's maximum exposure on this claim, using the
15 hourly rate of \$40 paid to at least some Adjunct CMs as of Spring 2020, to be **\$425,520**.

16 63. **Class Certification:** Defendant contended that even if Plaintiff and Adjunct CMs were
17 paid on a piece-rate, that the piece-rate included time spent on rest breaks, and what was included in the
18 piece-rate would depend on each Adjunct CMs understanding of what the Course Rate covered, and
19 individualized issues would predominate. Plaintiff applied a nominal 10% discount for this argument, as
20 Plaintiff believed this defense to certification had little chance of success because California prohibits an
21 employer from building rest break pay into piece-rate; and compensation owed and/or what piece rate
22 includes is a matter of contract and/or interpretation of what the piece rate formula actually covers, not
23 individual understanding. This reduced Defendant's liability to \$319,140.

24 64. **Merits:** As to the merits, Defendant contended that Plaintiffs and Adjunct CMs were
25 either exempt employees, or salaried and were authorized and permitted their rest breaks. Plaintiff
26 believed that there was little chance of Defendant succeeding on the argument that Adjunct CMs were
27 exempt, but recognized some risk that Defendant could successfully argue that Adjunct CMs were
28 salaried because it appeared that Adjunct CMs did receive a set predetermined amount each pay period,
that was not subject to change based on the number of hours taught. Thus, Plaintiff believed this argument
warranted a 10% discount.

1 65. After applying discounts, Chapman's realistic exposure on the rest break claim was
2 reduced to **\$344,671.**

3 **Adjunct Meal Break Claim - Labor Code §§ 26.7, 512**

4 66. As discussed above, Plaintiff alleged that, as non-exempt employees, Adjunct CMs were
5 entitled to an off-duty 30-minute meal break before the end of the fifth hour of each shift pursuant to
6 Labor Code § 512. However, Plaintiff alleges that Defendant imposed uniform policies and/or practices
7 that impeded Adjunct CMs ability to take meal breaks, including the requirement and/or expectation for
8 Adjunct CMs to be available to students immediately before and after class, and to answer students'
9 questions during class breaks. Based on Defendant's course schedules, Adjunct CMs taught 1,216 classes
10 that were at least 5 hours long, and that Defendant did not pay them hourly and separately for these meal
11 breaks, in violation of Labor Code § 226.7, entitling them to premium pay. Plaintiff calculated
Chapman's maximum exposure on this claim, using the hourly rate of \$40 paid to at least some GCMs
as of Spring 2020, to be \$48,640.

12 67. **Class Certification:** Plaintiff discounted Defendant's maximum exposure for the risk of
13 non-certification given the individualized issues resulting from each Adjunct CM teaching different
14 courses on different days, with different class lengths. Further, Chapman argued that Adjunct CMs could
15 have taken a timely off-duty breaks had they chosen to. Plaintiff applied a 25% discount for Defendant's
16 arguments that Plaintiff would lose on class certification because this claim was based on the argument
17 that Class members were non-exempt (rather than piece-rate) and class certification would rely more on
18 Class Member testimony rather than an analysis of Chapman's pay practices. This reduced Chapman's
liability to \$36,480.

19 68. **Merits:** As to the merits, Defendant contended that Adjunct CM's were permitted to and
20 regularly did take compliant meal periods; Defendant further contended that Adjunct CM's were exempt
21 and not entitled to meal breaks; that Plaintiff's assumed violation rate of 100% was unrealistic and that
22 any meal breaks not taken were as a matter of Adjunct CM's choice. Plaintiff believed these arguments
23 warranted a further 50% discount. After applying discounts, SMC's realistic exposure on the rest break
claim was reduced to **\$18,240.**

24 **Adjunct Waiting Time Penalties - Labor Code § 203**

25 69. Plaintiff alleged that Defendant employed Adjunct CMs on a contract basis for limited
26 duration. The Contract provided the start and end date of the teaching appointment and stated "This
27 Contract will expire on [last day of exams]..." Plaintiff therefore contends that Adjunct CMs were
28 discharged at the end of every contract, for purposes of Labor Code § 201 and, as a result, are entitled to

1 be paid immediately on the day of discharge (i.e., the Contract end date). However, Chapman failed to
2 pay all unpaid wages including unpaid non-productive time at the end of the contract. Pursuant to Labor
3 Code § 203, formerly employed Adjunct CMs are entitled to 30 days of wages as waiting time penalties.
4 For settlement purposes, Plaintiff calculated Chapman's exposure by assuming that CMs who had a gap
5 of at least two terms in their employment, and thus did not have back-to-back contracts, were
"discharged" for purposes of Labor Code § 201.

6 70. Plaintiff calculated the average daily rate of Adjunct CMs to be \$236.59 as follows:
7 Plaintiff divided the total compensation paid to Adjunct CMs during the PAGA Period (\$7,387,271) by
8 the total number of hours taught (80,244) to arrive at \$92.06. Plaintiff then multiplied \$92.06 by the
9 average number of hours per day (2.57) to arrive at the average daily rate of \$236.59.
10 Then Plaintiff multiplied (\$236.59 daily rate * 30 days * 311 Adjunct CMs with a gap of at least two
terms in their employment) for a total penalty of **\$2,207,424**.

11 71. **Class Certification:** Defendant contended that Plaintiff would be unable to certify the
12 class arguing that the vast majority of Adjunct CMs knew that they would teach the same course each
13 term of each year. As such, the different experiences and expectations of Adjunct CMs would lead to
14 individual issues predominating and destroy class certification. Plaintiff assigned a minimal 10%
15 discount for this argument as he believed there was a small risk that this argument would be successful.
This reduced Chapman's exposure on the waiting time penalties claim to \$1,986,682.

16 72. **Merits:** First, Defendant contended that Adjunct CMs were not discharged at the end of
17 each semester, as a matter of law, because they were never terminated, enjoyed continuous employment,
18 and that as a matter of contractual interpretation there was no discharge. Second, Defendant contended
19 that even if Plaintiff could overcome this hurdle, Defendant would not be found liable because its actions
20 were not willful, and Defendant has a good faith argument that the wages were not due. Based on these
21 arguments, which Plaintiff believed had substantial merit, Plaintiff assigned a further 20% discount. After
applying discounts, SMC's exposure on the waiting time penalties claim is **\$1,589,345**.

22 **Adjunct CMs Maximum and Realistic Exposure**

23 73. Plaintiff calculated maximum damages (excluding PAGA penalties) as **\$3,623,354** and
24 realistic exposure (before any discount on the risk for arbitration) as \$2,627,760, as follows:

Labor Code Section	Maximum Damages	Realistic Exposure
Wage Statements (§ 226(e))	\$305,729	\$247,641
Unpaid Wages (§§ 226.2 / 1194)	\$646,891	\$436,652

Rest Breaks (§ 226.7)	\$425,520	\$344,671
Meal Breaks (§ 512 and 226.7)	\$48,640	\$18,240
Waiting Time Penalties (§ 203)	\$2,207,424	\$1,589,345
Total	\$3,634,204	\$2,636,548

74. Plaintiff then applied a further 50% discount to the realistic exposure for the major risk posed by Chapman's arbitration agreement that could have barred Plaintiff's class claims; which reduced Chapman's liability to **\$1,318,274**. The \$865,000 allocated to Adjunct CMs' claims represents **66%** of Defendant's realistic exposure and 24% of Defendant's maximum exposure.

75. **WFH Class Claims - Lab. Code § 2802**: Labor Code § 2802 requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...." Plaintiff alleged that, starting on March 12, 2020, as a result of COVID-19, Chapman started requiring and expecting WFH CMs to work remotely, to "[m]ake sure that your internet and wifi connectivity is strong enough and stable enough to support VPN and Microsoft Teams meetings" in order to stay connected with Chapman, and provided that "[a]ll office equipment and computer accessories such as: desk phones, usb mouse, keyboards, desktop computers, docking stations, monitors, etc. are to remain on Chapman University property at all times" and could not be taken home by WFH CMs. Plaintiff alleged that until May 31, 2021, Defendant had no policy of allowing WFH CMs to request reimbursement for these expenses and did not reimburse WFH CMs for such expenses, in violation of Labor Code § 2802.

76. Plaintiff calculated Defendant's potential liability for unreimbursed business expenses as follows: according to data provided by Defendant, the WFH class worked a total of 185,674.00 work weeks (including 37,135 weeks worked by Adjuncts). Plaintiff estimated that full-time WFH CMs incurred \$30 per month in home office expenses (or approximately \$7.00 per week), and part-time adjuncts incurred \$15 per month (or approximately \$3.50 per week) for a total of \$1,165,860 for all WFH CMs.

77. **Class Certification**: Defendant contended that individualized issues would predominate including whether any expenses were actually incurred by WFH CMs, whether those expenses were reasonable, and whether Chapman was aware that WFH CMs incurred such expenses —the answers to all of those questions will vary on a case-by-case basis. Plaintiff applied a 20% discount for class certification based on this argument which reduced Chapman's liability to \$932,688.

78. **Merits**: Chapman contended that during the WFH Class Period, its Working Remotely

1 policy provided that “[i]f you need to temporarily upgrade your internet at home to manage working
2 remotely, please submit a request for reimbursement for the additional cost via Concur, with receipts,
3 and have your supervisor approve the request” and provided WFH CMs with information on how to
4 obtain free internet. Chapman also contended that it provided WFH CMs with Microsoft software that
5 “allows you to make and receive calls from any computer, mobile, or web browser (Chrome), and from
6 any location”; and provided that “university-owned laptops and tablets are permitted for remote use.”
7 Finally, Chapman’s cell phone reimbursement applicable to at least some WFH CMs, provides that
8 “Chapman University will reimburse individuals for calls made on personal telephones provided the clear
9 business purpose of the call can be documented and an original bill showing the charge is provided. (If
10 the University is paying less than 50% of the bill, a copy of the bill is sufficient.)” Therefore, Chapman
11 contended that home internet or cell phone costs were incurred were voluntary. Plaintiff applied a further
discount of 20% for the merits’ argument. After applying discounts, Chapman’s exposure on this claim
is **\$746,150**.

12 79. Plaintiff then applied a further 50% discount to the realistic exposure for the major risk
13 posed by Chapman’s arbitration agreement that could have barred Plaintiff’s class claims, which reduced
14 Chapman’s liability to **\$373,075**. The \$250,000 allocated to WFH CMs’ claims represents 76% of
15 Defendant’s realistic exposure and 21% of Defendant’s maximum exposure.

16 80. **PR Class Claims - Lab. Code § 450:** Labor Code § 450 provides: “No employer, or agent
17 or officer thereof, or other person, may compel or coerce any employee, or applicant for employment, to
18 patronize his or her employer, or any other person, in the purchase of anything of value.”

19 81. Plaintiff alleged that during the PR Class Period, Chapman maintained a parking permit
20 policy requiring PR Class Members to park in university owned or operated parking areas and to purchase
21 an annual parking permit from Chapman, in violation of Labor Code § 450. Based on data provided by
22 Defendant, the total costs for all parking permits purchased by the 1,832 PR Class Members was
23 **\$189,912.50** down as follows: 1,209 PR Class Members purchased annual parking permits for \$139 (for
a total of \$158,321), 521 PR Class Members purchased parking permits that cost \$26.50 (for a total of
\$13,806.50), and 179 PR Class Members purchased permits that costs \$45 (for a total of \$7,703).²

24 82. **Class Certification Risks:** Defendant contended that individualized issues would
25 predominate including (1) whether Chapman requires employees to purchase parking permits; (2)
26 whether Chapman coerced or compelled employees to purchase permits; and (3) whether purchasing a

27 ² 77 PR Class Members purchased more than one permit during the PR Class Period so the total number
28 of permits sold was 1,909.

1 permit was a necessary expenditure. Plaintiff applied a 25% discount for the risk on class certification
2 which reduced Chapman's exposure to \$142,434.

3 83. **Merits Risk:** Plaintiff applied a further 25% for Defendant's contentions that there was
4 no written policy requiring PR Class Members to drive to campus and any PR Class Member who
5 purchased a parking permit did so voluntarily. Therefore, even if parking permit costs were incurred,
6 these were not "compelled or coerced" as required under Labor Code § 450. This reduced Chapman's
7 exposure to \$106,826.

8 84. Finally, Plaintiff applied a 50% discount to the realistic exposure for the major risk posed
9 by Chapman's arbitration agreement that could have barred Plaintiff's class claims, which reduced
10 Chapman's liability to **\$53,413**. The \$35,000 allocated to PR CMs' claims represents 66% of Defendant's
11 realistic exposure and 18% of Defendant's maximum exposure.

12 **The Allocations for each Class' Claim Is Reasonable**

13 85. The settlement amount compares favorably with Plaintiff's Counsel's estimated
14 maximum and realistic exposure listed on the chart below, and the allocations of the Gross Settlement to
15 each class' claims represent appropriate percentages of the maximum and realistic exposures:

Class	GSA Allocation	Max Exposure	% Max	Realistic Exposure	% Realistic
Adjunct	\$865,000	\$3,634,204	24%	\$1,318,274	66%
WFH	\$250,000	\$1,165,860	21%	\$373,075	76%
PR	\$35,000	\$189,913	18%	\$53,413	66%
Totals	\$1,150,000	\$4,989,976	23%	\$1,744,722	66%

18 **PAGA Allocation is Fair and Reasonable**

19 86. Plaintiff calculated PAGA penalties for Adjunct Class as follows: Based on data provided
20 by Defendant, Plaintiff calculated that Chapman issued 3,026 pay checks during the Adjunct PAGA
21 Period. Using a penalty of \$100 per pay period (because Defendant never received notice from the Labor
22 Commissioner or the Court so there are arguably no "subsequent" violations) Defendant's maximum
23 exposure in PAGA Penalties is **\$302,650** (assuming the Court would not allow "stacking" of PAGA
24 penalties for each separate Labor Code violations).

25 87. Plaintiff calculated the maximum Parking Reimbursement PAGA penalties by
26 multiplying the number of Parking Reimbursement Aggrieved Employees (1,832) by \$100 (assuming
27 there was one violation of Labor Code § 450 per Parking Reimbursement Class Member) for a maximum
28 PAGA exposure of **\$183,200**.

1 88. Finally, Plaintiff calculated the Working From Home PAGA Penalties as the same amount
2 of unreimbursed expenses allegedly incurred by the Working From Home Aggrieved Employees
3 (\$1,165,860) because it was highly unlikely that the Court would award PAGA penalties of more than
4 100% of the underlying damages especially where, as here, Defendant contended that it provided internet
and telephone service to CMs.

5 89. The \$50,000 allocated to PAGA penalties represents 3% of Defendant's total exposure to
6 PAGA penalties of \$1,651,620. This allocation is fair and reasonable for several reasons. First, Defendant
7 contended that the Court could and would drastically reduce penalties in the exercise of its discretion and
8 reduce any award of PAGA penalties as "unjust, arbitrary and oppressive, or confiscatory" under Labor
9 Code § 2699(i) because Chapman operated in good faith and reasonably believed it was in compliance
10 with the Labor Code, and in light of the fact that it changed its compensation practices to bring them into
11 compliance with the Labor Code, including reclassifying Adjunct CMs as hourly employees, and paying
12 them on an hourly basis starting in 2020; drafting a reimbursement policy that will be applied
retroactively to July 1, 2021; and ending its parking permit policy on March 26, 2020.

13 90. Second, the overall settlement resulted in significant relief for the Classes, which is what
14 courts look at when assessing amount attributed to PAGA penalties. In *Gola v. University of San*
15 *Francisco*, a recent case brought by HammondLaw on behalf of adjunct instructors, the court found that
16 substantial monetary relief in form of statutory penalties under § 226(e) (and fees and costs plaintiff
17 would seek) acted as a sufficient punishment and deterrent, and awarded only 15% of the full \$3,634,900
18 in PAGA penalties, in a case where defendant did not have a good faith defense and did not change its
practices to comply after the lawsuit was filed.

19 91. Third, although class certification requirements do not apply to PAGA claims, "such
20 claims can be stricken if they are found to be 'unmanageable,'" and because only Class Members who
21 actually incurred unpaid wages or unreimbursed expenses during a particular pay period could recover
22 PAGA penalties for those violations, Defendant could have disputed that there is a manageable way to
23 determine who was entitled to such penalties. Further, in order to recover any PAGA penalties, Plaintiff
24 would be required at trial to prove that each Aggrieved Employee suffered a violation for each pay period
25 the employee worked, which would be difficult in light of Defendant's contentions on the merits
discussed above.

26 92. Plaintiff's allocation of 3% of the maximum value of PAGA Penalties is comparable to
27 (or more than) PAGA allocations in similar cases that received final approval from California Superior
28 Courts including *Pillow et al. v. Pepperdine University*, Case No. 19STCV33162 (Los Angeles Superior

1 Court)(July 28, 2021)(finally approving a \$940,000 wage and hour class action settlement including a
2 PAGA allocation of \$15,000, representing 1% of the maximum \$1,619,200 in PAGA penalties); *Moore*
3 *et al v Notre Dame De Namur University*, Case No. 19-CIV-04765 (San Mateo County Superior Court)
4 (July 1, 2021)(finally approving a \$882,880 wage and hour class action settlement including a PAGA
5 allocation in the amount of \$12,000, representing 1.9% of the maximum \$631,300 in PAGA penalties);
6 *Mooiman et al. v Saint Mary's College of California*, Case No. C19-02092 (Contra Costa County
7 Superior Court) (June 10, 2021)(finally approving an \$1,700,000 wage and hour class action settlement
8 including a \$30,000 PAGA allocation representing 1% of the maximum \$649,200 in PAGA penalties,
9 and explaining that “the record indicates that defendant changed many of the policies at issue before the
10 action was brought, that there is a substantial monetary award which in part serves the deterrent function
11 of a penalty, and that defendant had some arguments of “good faith,” that would mitigate penalties”);
12 *Peng v The President and Board of Trustees of Santa Clara College*, Case No. 19CV348190 (Santa Clara
13 County Superior Court)(finally approving an \$1,900,000 wage and hour class action settlement including
14 a \$25,000 PAGA allocation, representing 3.5% of maximum \$709,700 PAGA penalties); and *Morse v*
15 *Fresno Pacific University*, Case No. 19-CV-04350 (Merced County Superior Court) (April 6, 2021)
16 finally approving an \$1,534,725 wage and hour class action settlement including a \$30,000 PAGA
17 allocation, representing 2% of maximum \$1,194,800 in PAGA penalties).

18 V. FAIRNESS, ADEQUACY, AND REASONABLENESS OF SETTLEMENT

19 93. Based on my experience with similar class actions and my investigation, research, and
20 knowledge of the specific facts and legal issues in this case, I believe that the Settlement is fair, adequate,
21 and reasonable. The settlement will result in average payments to Adjunct CMs of \$629.55 gross and
22 \$362.54 net; average payments to the WFH Class Members of \$52.76 gross and \$30.84 net; and average
23 payments to PR Class Members of \$19.12 gross and \$10.88 net. The 94% of PR Class Members³ who
24 also members of another class are entitled to payments of *at least* \$71.88 gross and \$41.72 net (if they
25 are also member of the WFH Class).⁴ The 425 Class Members who are members of all three classes are
26 entitled to payments of \$701.43 gross and \$404.26 net.

27 Fairness of Settlement of Adjunct Class Member Claims

28 94. As stated above, Plaintiff calculated Chapman’s maximum exposure on the Adjunct Class
claims (excluding PAGA) as \$3,634,204. After discounts, Plaintiffs estimated Defendant’s *realistic*

³ 1,727 of the 1,832 PR Class Members

⁴ In addition, 56% of the Adjunct Class (763 of the 1,374 Adjuncts) and 41% of WFH Class (1,963 of 4,738 WFH Class Members) overlap with one of other classes.

1 exposure as \$1,318,274. The amount of the gross settlement attributed to Adjunct CMs' claims -
2 \$865,000 - represents 66% of Defendant's realistic exposure and 24% of their maximum exposure.

3 95. Under the Settlement Agreement, if approved as submitted, \$498,125 of the Net
4 Settlement will be allocated among the Adjunct Class Members on a *pro rata* basis based on the number
5 of weeks he or she worked as an adjunct during the Adjunct Class Period. This formula relies upon
6 objective evidence of each Adjunct Class Member's employment history, which they can easily review
7 and confirm for themselves. This information is readily available from Defendant's records, and the
8 Settlement Administrator can apply the formula in a fair and transparent manner.

9 96. The average net payment to Adjunct CMs will be \$362.54⁵ and the average gross recovery
10 is \$629.55.⁶ According to data provided by Defendant, there are approximately 65,741 work weeks in
11 the Adjunct Class period. The gross value of each work week is \$13.16⁷ and the net value of each work
12 week is \$7.58.⁸ An adjunct who worked during for the entire Class Period – approximately 30 weeks per
13 year for the 3.5-year Adjunct Class Period - can expect to receive \$796.⁹ 763 of the 1,374 Adjuncts (56%)
14 are also members of the WFH and/or PR Class and are entitled to receive payments from the amounts
15 allocated to one or both of those classes as well.

14 **Fairness of Settlement of the WFH Class Member Claims**

15 97. As stated above, Plaintiff calculated Chapman's maximum exposure on the WFH Class
16 claims (excluding PAGA) as \$1,165,860. After discounts, Plaintiff estimated Defendant's *realistic*
17 exposure as \$373,075. The amount of the gross settlement attributed to WFH CMs' claims - \$250,000 -
18 represents 67% of Defendant's realistic exposure and 22% of their maximum exposure.

19 98. Under the Settlement Agreement, if approved as submitted, \$146,117 of the Net
20 Settlement will be allocated among the WFH Class Members on a *pro rata* basis based on the number of
21 weeks he or she worked during the WFH Class Period. This formula relies upon objective evidence of
22 each WFH Class Member's employment history, which WFH Class Members can easily review and
23 confirm for themselves. This information is readily available from Defendant's records, and the
24 Settlement Administrator can apply the formula in a fair and transparent manner.

25 ⁵ \$498,125/ 1,374 Class Members.

26 ⁶ \$865,000/ 1,374 Class Members

27 ⁷ \$865,000 / 65,741 work weeks

28 ⁸ \$498,125/ 65,741 work weeks

⁹ (30 weeks per year * 3.5 years = 105 weeks). (105 weeks * \$7.58 per week = \$795.59).
(footnote continued)

1 99. The average gross payment per WFH CM is \$52.76¹⁰ and the average net payment is
2 \$30.84.¹¹ According to data provided by Defendant, there are approximately 185,674 work weeks in the
3 WFH Class Period or 43,180 months.¹² The gross value of each month (which is the frequency with
4 which WFH Class Members incurred unreimbursed expenses) is \$5.79¹³ and the net value of each month
5 is \$3.38.¹⁴ A WFH CM who worked for the entire 15-month WFH Class Period can expect to receive
6 approximately \$50.76.¹⁵ 1,963 of the 4,738 WFH Class Members (41%) are also members of the Adjunct
7 and/or PR Class and are entitled to receive payments from the amounts allocated to one or both of those
8 classes as well.

8 **Fairness of Settlement of the PR Class Member Claims**

9 100. As stated above, Plaintiff calculated Chapman's maximum exposure on the PR Class
10 claims (excluding PAGA) as \$189,912.50. After discounts, Plaintiff estimated Defendant's *realistic*
11 exposure as \$53,413. The amount of the gross settlement attributed to PR CMs' claims - \$35,000 -
12 represents 66% of Defendant's realistic exposure and 18% of their maximum exposure.

13 101. Under the Settlement Agreement, if approved as submitted, \$19,925 of the Net Settlement
14 will be allocated among the PR Class Members on a *per capita* basis, with a 0.25 multiplier applied to
15 those 692 PR Class Members who purchased Adjunct, Carpool, or Presbyterian/ West Campus permits
16 (which cost on average 75% of the price of a regular parking permit). This information is readily available
17 from Defendant's records, and the Settlement Administrator can apply the formula in a fair and
18 transparent manner.

19 102. The average gross payment per PR CM is \$19.10¹⁶ and the average net payment is
20 \$10.87.¹⁷ Further, 1,727 of the 1,832 PR Class Members (94%) are also members of the Adjunct and/or
21 WFH Class and are entitled to receive payments from the amounts allocated to one or both of those
22 classes as well, increasing their overall net share of the settlement to *at least* \$41.72¹⁸ and overall gross
23 share to \$71.88¹⁹ (assuming they are also members of the WFH Class).

24 ¹⁰ \$250,00/4,738 WFH Class Members

25 ¹¹ \$146,117 /4,738 WFH Class Members

26 ¹² 185,674 weeks / 4.3 weeks per month

27 ¹³ \$250,000 / 43,180 months

28 ¹⁴ \$146,117/ 43,180 months

¹⁵ 15 months * \$3.38 per month.

¹⁶ \$35,000/ 1,832 PR Class Members

¹⁷ \$19,925/ 1,832 PR Class Members

¹⁸ (\$30.84 net + \$10.88 net per PR Class Member).

¹⁹ (\$52.76 gross per WFH Class Member + \$19.12 gross per PR Class Member)

1 **VI. THE SETTLEMENT AVOID RISKS AND EXPENSE OF FURTHER LITIGATION**

2 103. Class Counsel considers this settlement to be a good result in light of the high degree of
3 risk posed by Defendant's arbitration agreement bars Plaintiff's class claims; Defendant's assertion that
4 the ministerial exception barred Plaintiff's wage and hour claims completely; the fact that Defendant
5 changed (or in the process of changing) the policies at issue in the lawsuit; and the time and expense
6 that the parties saved by successfully mediating the case at an early stage of the litigation. My firm has
7 been litigating a case on behalf of University of San Francisco's adjunct instructors for over three years,
8 which is still ongoing, and an appeal is pending. Instead, this settlement provides an early resolution of
9 a dispute, and Class Members will obtain a recovery in the relatively near future if the settlement is
10 finally approved. As such, Class Counsel believes the settlement is in the best interest of the Class.

11 **VII. ATTORNEYS' FEES AND COSTS**

12 104. The Settlement Agreement provides that Defendant will not oppose a request for
13 attorney's fees of up to one-third of the Gross Settlement (i.e., \$383,333). This is fair, reasonable and
14 adequate to compensate Class Counsel for the substantial work they have already done to prosecute this
15 Action, the risk they assumed to agree to take the case in the first place, the great expense spared to the
16 Class by Class Counsel having achieved a successful resolution, and the continued time and expense that
17 Class Counsel will incur by administering the fair distribution of the settlement fund should this Court
18 grant the settlement's approval.

19 105. Class Counsel agreed to represent Plaintiff on behalf of the putative Class on a
20 contingency basis, and further agreed to advance all litigation costs. Our significant financial outlays
21 would have been entirely lost if the case were not won, and the amount of Class Counsel's time that
22 would have remained uncompensated in that event would have been substantial. Class Counsel also took
23 on this case despite the known risks associated with Plaintiff's class allegations as described above and
24 the unpredictable risks that are common to most complex employment class actions that develop only
25 over the course of the litigation. Class Counsel was able to obtain a favorable settlement for the Class.

26 106. Our firm has spent significant time litigating this case, including interviewing Plaintiff
27 and putative Class Members, reviewing documents provided by Plaintiff prior to and after case initiation
28 and information obtained by our firm through our own research, filing a detailed PAGA Notice and two
complaints, engaging in discovery, analyzing data produced by Chapman, drafting a detailed mediation
brief, attending a full-day mediation, negotiating the settlement, drafting the preliminary approval papers;
and planning and strategizing throughout the case. Further, we will spend many additional hours
obtaining preliminary approval; overseeing the notice process; answering questions from Class Members;

1 preparing the final approval papers; attending the final approval hearing; and overseeing the distribution
2 of the settlement funds.

3 107. The Settlement Agreement's award of litigation costs of up to \$25,000 is intended for
4 commonly reimbursed out-of-pocket cost incurred by my firm, including filing and service fees, expenses
5 related to court appearances, copying, legal and other research charges, data analysis charges, and the
6 \$9,000 professional fees paid to Tripper Ortman for a full-day mediation session, which was essential in
7 reaching the Settlement.

8 108. If the Court grants Preliminary Approval and authorizes the dissemination of notice of the
9 settlement to the class, Class Counsel anticipates filing a Motion for Attorneys' Fees and Costs and
10 Enhancement Award for Class Representative that will be scheduled to be heard concurrently with the
11 Motion for Final Approval. If the Settlement is given preliminary approval by the Court, our firm will
12 need to expend additional hours and will incur additional costs preparing and filing the motion for final
13 approval and the motion for attorneys' fees and reimbursement of litigation costs, coordinating with the
14 settlement administrator, and answering calls and questions from Class Members.

15 109. Class Counsel will submit their lodestar and costs breakdown with their motion for
16 attorneys' fees and costs, which will be noticed to be heard at the same time as the final approval motion.

17 **VIII. PLAINTIFF'S ENHANCEMENT AWARD**

18 110. The request for an Enhancement Award of \$5,000 to named Plaintiff is reasonable and
19 fair. The Enhancement Award is intended to compensate Plaintiff for the critical role he played in this
20 case and the substantial time, effort, and risks he undertook in helping secure the result obtained on behalf
21 of the Settlement Classes. In agreeing to serve as class representative, Plaintiff formally agreed to accept
22 the responsibility of representing the interests of all Class Members. Plaintiff diligently assisted Class
23 Counsel in the investigation for the case and in seeking discovery. He assisted in preparing and evaluating
24 the case for mediation, and provided Class Counsel with guidance to evaluate and approve the proposed
25 settlement on behalf of the Classes. Plaintiff's participation and assistance were critical to the success of
26 this litigation and the enforcement of Labor Code protections. Without Plaintiff's willingness and
27 commitment to come forward and serve as Class Representative in this lawsuit, this litigation, which
28 enforces the protections of the California Labor Code, would not have been brought. Significantly, the
named Plaintiff is granting a general release of all claims, which is far broader than the release being
given by the members of the Classes on whose behalf settlement has been reached. Finally, none of the
Plaintiff's claims are antagonistic to the interests of the class. Defendant does not oppose this request.

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IX. SETTLEMENT ADMINISTRATOR

111. The parties have selected Simpluris, Inc. to administer this settlement. Simpluris has extensive experience in the settlement administration of wage and hour class actions like this one, having administered thousands of class action settlements, and my firm has retained them for the settlement administration of many other wage and hour cases.

X. CY PRES BENEFICIARY

112. Subject to Court approval, WISEPlace has been designated as the *cy pres* beneficiary for the uncashed checks. WISEPlace is an Orange County-based 501(c)(3) nonprofit organization that provides a support system for unaccompanied women experiencing homelessness. WISEPlace programs include providing safe shelter; counseling psychiatric support; Employment Assistance such as resume development, job coaching, interview preparation, and professional clothing; medical services; addiction recovery services; financial planning; and housing assistance.

113. I certify that I do not have any connection to or relationship with WISEPlace that could reasonably create the appearance of impropriety as between the selection of the recipient of the money or thing of value and the interests of the class, nor does my law firm.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on August 9, 2021.


Julian Hammond

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Frank Chindamo (“Plaintiff” or “Class Representative”), on behalf of the Settlement Class (as defined below); and Defendant Chapman University, Inc. (“Defendant” or “Chapman”); subject to the approval of the Court, as provided below. Plaintiff and Defendant intend for this Settlement Agreement to fully, finally, and forever resolve, discharge, and settle the Action (as defined below) and Released Claims (as defined below), upon and subject to the terms and conditions hereof, as follows:

1. Definitions.

As used herein, for the purposes of this Settlement Agreement only, the following terms will be defined as set forth below:

1.1 “Action” refers to the civil action entitled *Chindamo v. Chapman University*, Case No. 30-2020-01147814-CU-OE-CXC, in the Superior Court of California, County of Orange.

1.2 “Class Members” shall collectively refer to all members of the Adjunct Class, Working From Home Class, and Parking Reimbursement Class defined, as follows:

1.2.1 “Adjunct Class Members” refers to all individuals who worked for Defendant as adjunct (part-time) instructors in California at any time during the period between July 10, 2016 and December 31, 2019 (“Adjunct Class Period”).

1.2.2 “Working From Home Class Members” or “WFH Class Members” refers to all individuals who worked for Defendant in California at any time during the period between March 19, 2020 and June 30, 2021 and who were eligible to work remotely for Defendant (“Working From Home Reimbursement Class Period” or “WFH Class Period”).

1.2.3 “Parking Reimbursement Class Members” refers to all individuals who worked for Defendant in California at any time during the period between November 19, 2019 and March 26, 2020 and who purchased an employee parking permit from Defendant during that period (“Parking Reimbursement Class Period”).

1.3 “Class Counsel” refers to the attorneys of record for the Class Representatives, specifically Ackermann & Tilajef, P.C., Melmed Law Group P.C., and HammondLaw, P.C.

1.4 “Class Notice” refers to the form of direct-mail notice substantially in the form attached as “Exhibit A.” as may be modified by the Court.

1.5 “Complaint” refers to the operative Complaint in this Action.

1.6 “Court” refers to the Superior Court of California for the County of Orange.

1.7 “Final Approval Hearing” refers to the hearing at which the Court will make a final determination whether the terms of the Settlement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval.

1.8 “Final Approval Order and Judgement” refers to the final order by the Court approving the Settlement following the Final Approval Hearing and entering final judgment.

1.9 “Effective Date” refers to the date the Final Approval Order is signed if no objections to the Settlement are filed. If objections are filed and overruled, then the Effective Date is 60 days following date the Final Approval Order is signed. If an appeal is taken from the Final Approval Order, then the Effective Date will be ten business days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

1.10 “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum settlement payment of One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) Defendant will be obligated to make, except that Defendant shall bear, in addition, all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

1.11 “Net Settlement Amount” (also referred to herein as “NSA”) is the GSA minus Court-approved attorney’s fees and litigation costs, Settlement Administration Costs, Service Award, and the LWDA’s share of the amount of the GSA allocated to PAGA Penalties. The NSA is the maximum amount that will be available for distribution to Settlement Class Members.

1.12 “Adjunct PAGA Period” means the period from April 13, 2019 through December 31, 2019.

1.13 “WFH PAGA Period” means the period from March 19, 2020 through June 30, 2021.

1.14 “Parking Reimbursement PAGA Period” means the period from November 19, 2019 through March 26, 2020.

1.15 “PAGA Payment” refers to the Fifty Thousand Dollars (\$50,000.00) allocated to Plaintiff’s PAGA claims which shall be paid as follows: 75% of the PAGA Penalties shall be paid to the LWDA as

its share of the of civil penalties for PAGA claims; and 25% shall to be distributed to the Class Members who worked during the PAGA Period as their share of the settlement of civil penalties for PAGA claims.

1.16 “Parties” are Plaintiff and Defendant.

1.17 “Released Claims” are those claims defined in Section 16.

1.18 “Released Parties” include Defendant and all of its predecessors, successors, affiliates, subsidiaries, and related entities, and its and their respective regents, officers, directors, employees, administrators, fiduciaries, trustees, agents, and benefit plans.

1.19 “Request for Exclusion” refers to a request to be excluded from the Settlement, which must be made in writing in conformity with the requirements set forth in the Class Notice, as well as the Court’s order granting preliminary approval, and mailed to the Administrator and postmarked on or before the Response Deadline.

1.20 “Response Deadline” is sixty (60) calendar days after the date the Class Notice is mailed to Class Members and is the deadline by which Class Members’ Requests for Exclusion, disputes regarding Settlement Payments, and/or objections must be postmarked in order to be timely.

1.21 “Service Award” refers to the monetary award to Plaintiff, in an amount not to exceed Five Thousand Dollars (\$5,000.00), or other amount approved by the Court, to be paid out of the Gross Settlement Amount, subject to approval by the Court, as described below.

1.22 “Settlement Administrator” refers to Simpluris, Inc. the third-party administrator mutually agreed upon by the Parties, subject to approval by the Court, to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement.

1.23 “Settlement Administration Costs” refers to the cost of paying the Settlement Administrator. This cost will be paid out of the GSA, in an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00)

1.24 “Settlement Class” or “Settlement Class Member” refers to Class Members who do not request exclusion from the Settlement.

1.25 “Settlement Payment” refers to the amount paid to each Settlement Class Member.

2. Procedural History and Recitals.

On July 10, 2020, Plaintiff initiated the Action by filing a civil complaint in Orange County Superior Court asserting a claim for civil penalties under Labor Code § 2699 on behalf of himself and Adjunct

Class Members based on the following labor code violations: (1) Failure to Pay all Minimum Wages (Labor Code §§ 226.2, 1194, 1194.2, 1197); (2) Failure to Provide Compliant Rest Periods and/or Pay Missed Rest Period Premiums (Labor Code § 226.2, 226.7; IWC Wage Order No. 4-2001); (3) Failure to Provide Compliant Meal Periods and/or Pay Missed Meal Period Premiums (Labor Code § 226.7, 512; IWC Wage Order No. 4-2001); (4) Failure to issue Accurate Itemized Wage Statements (Labor Code § 226(a) and 226.2(a); and (5) Waiting Time Penalties (Labor Code § 201-203).

2.1 On November 30, 2020, the Parties participated in a mediation session with Tripper Ortman, an experienced mediator. Following the mediation, the Parties reached the basic terms of a settlement which are memorialized in this Settlement Agreement, subject to approval by the Court. The Parties jointly represent that this is a fair, reasonable, and adequate settlement and have arrived at this Settlement through arms-length negotiations, considering all relevant factors, present and potential.

2.2 This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle Released Claims.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of the release of all Released Claims, Plaintiff, on behalf of himself and the Classes, and Defendant agree to the terms and provisions of this Settlement Agreement, subject to the approval of the Court.

3. Limitation on Effect of Settlement.

The Parties agree that certification of a class is appropriate for settlement purposes only. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated, and any class and representative action, which was certified for settlement purposes only, shall be vacated, and shall be of no force or effect whatsoever and shall not be admissible nor construed as an admission or concession

of any kind by the Parties, in whole or part, and Defendant expressly reserves all rights to challenge certification of a class on all available grounds.

4. Establishment of the GSA.

Within 10 business days after the Effective Date, Defendant shall transmit the GSA to the Settlement Administrator, in addition to an amount equal to employer-side payroll taxes due on the wage component of the NSA. This Settlement is non-reversionary and under no circumstances will any part of the GSA revert to Defendant.

5. Distribution of Settlement Proceeds.

5.1 The Settlement shall be allocated between the Classes as follow:

5.1.1 75% of the NSA (approximately \$498,125) shall be allocated to the Adjunct Class and shall be paid to Adjunct Class Members on a *pro rata* basis based on the number of weeks he or she worked as an Adjunct Class Member during the Adjunct Class Period. In addition, Adjunct Class Members who worked at least one work week during the Adjunct PAGA Period shall be entitled to the share of the NSA allocated to Adjunct PAGA Penalties, as described below (paragraph 8). Adjunct Class Members will receive their portion of the Adjunct PAGA Penalties, whether or not the Adjunct Class Member opts out.

5.1.2 22% of the NSA (approximately \$146,116) shall be allocated to the WFH Class Member shall be paid *pro rata* based on the number of weeks he or she worked as an WFH Class Member during the WFH Class Period. In addition, WFH Class Members who worked at least one work week during the WFH PAGA Period shall be entitled to the share of the NSA allocated to WFH PAGA Penalties, as described below (paragraph 8). WFH Class Members will receive their portion of the WFH PAGA Penalties, whether or not the WFH Class Member opts out.

5.1.3 3% of the NSA (approximately \$19,925) shall be allocated to the Parking Reimbursement Class and shall paid *per capita* to each Parking Reimbursement Class Member. Parking Reimbursement Class Members who purchased Adjunct Faculty Permits, Carpool Permits, or Presbyterian Lot/West Campus Structure Permits shall have their *per capita* payment reduced by 75% (i.e., multiplied by 0.25). In addition, Parking Reimbursement Class Members who worked at least one work week during the Parking Reimbursement PAGA Period shall be entitled to the share of the NSA allocated to Parking Reimbursement PAGA Penalties, as described below (paragraph 8). Parking

Reimbursement Class Members will receive their portion of the Parking Reimbursement PAGA Penalties, whether or not the Parking Reimbursement Class Member opts out.

5.2 Settlement Payments shall be allocated between wages, interest and penalties, as follows:

5.2.1 100% of the Settlement Payments to WFH Class Members and Parking Reimbursement Class Members shall be allocated as non-wage and hour claims and be reported to the extent required.

5.2.2 One-third of each Settlement Payment to Adjunct Class Members will be allocated as wages and reported on an IRS Form W-2; and the remaining two-thirds of each Settlement Payment will be allocated as penalties and interest and reported on an IRS Form 1099 where required by law.

5.3 If a Class Member timely and validly submits a Request for Exclusion, as set forth herein, her/his share will return to the NSA and will be distributed to the remaining Settlement Class Members.

5.4 Payments to Settlement Class Members pursuant to this Settlement Agreement will not be construed as compensation for purposes of determining eligibility for or benefit calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, including, without limitation, all plans, subject to Employee Retirement Income Security Act ("ERISA"). The Parties agree these payments do not represent any modification of any employee's previously-credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

6. Attorneys' Fees and Costs.

Class Counsel shall request attorneys' fees up to one-third of the GSA (i.e., \$383,333.33) for attorneys' fees; and up to \$25,000 for reimbursement of litigation costs. Defendant agrees to not oppose Class Counsel's request for attorneys' fees and costs in these amounts. If the GSA increases pursuant to the escalator clause, Class Counsel shall request attorneys' fees in the amount of one-third of the increased GSA. The terms of this Settlement Agreement will not be abrogated and will continue in full force even if the Court awards a lower amount of attorneys' fees or costs than requested by Class Counsel. However, Class Counsel retains the right to appeal any such reductions, but such an appeal will not delay Defendant's obligation to make all payments set forth in this Settlement Agreement. Any unapproved

amounts of attorneys' fees and litigation costs will be added to the NSA and will be distributed to the Settlement Class Members.

7. Service Awards.

Class Counsel shall request a Service Award to Plaintiff of up to \$5,000. Any unapproved amount will be added to the NSA and be distributed to the Settlement Class Members.

8. PAGA Penalties

Subject to Court approval, \$50,000 shall be attributed to Plaintiff's PAGA claims and shall apportion and distributed as follows: (a) \$37,500 shall be paid to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims; and (b) \$12,500 shall be added to the NSA and distributed to the Settlement Class Members who worked during the PAGA Periods as their 25% share of the settlement of civil penalties for PAGA claims. The PAGA penalties shall be allocated and distributed to each Class in the same proportion and manner as the GSA (i.e., 75% of the PAGA penalties shall be allocated to Adjunct Class members who worked during the Adjunct PAGA Period and paid to them on a pro rata basis based on their number of weeks worked as an Adjunct Class Member during the Adjunct PAGA Period as a percentage of the total weeks worked by all Adjunct Class Members during the Adjunct PAGA Period; 22% of the of the PAGA Penalties shall be allocated to WFH Class members who worked during the WFH PAGA Period and paid to them on a pro rata basis based on their number of weeks worked as a WFH Class Member during the WFH PAGA Period as a percentage of the total weeks worked by all WFH Class Members during the WFH PAGA Period; and 3% of the PAGA Penalties shall be allocated to the Parking Reimbursement Class Members and paid to them on a *per capita* basis).

9. Costs of Settlement Administration.

The Parties have mutually agreed to the selection of Simpluris, Inc. the third-party administrators ("Settlement Administrator"), to undertake the administration of the Settlement in this Action. The administration duties include, without limitation, the following: establishing and maintaining a qualified settlement account for the NSA, obtaining tax identification number(s) for Defendant applicable to the Settlement, calculating the Class Member Payments, performing an initial National Change of Address (NCOA) search upon receipt of the Class Member mailing addresses, mailing the Class Notices, performing one skip trace on Class Notices which are returned as undeliverable, reviewing and processing Requests for Exclusion, disputes, and objections, setting up a toll-free number, mailing the Class Members

Payments and tax forms to the Settlement Class Members, and setting up a static website regarding the Settlement. The Settlement Administrator will report payment of the individual Class Member Payments to all required taxing and other authorities, take appropriate withholdings, forward payments for withholdings and issue Internal Revenue Service Forms W-2 and 1099. The Parties estimate that the costs and expenses of administration of the settlement will not exceed \$35,000. Any amounts allocated but not paid to the Settlement Administrator will be added to the NSA and distributed to the class *pro rata*.

10. Notice Administration.

10.1.1 Within ten business days of the order granting preliminary approval of the Settlement (“Preliminary Approval Order”) Defendant shall provide the Settlement Administrator with the following information (“Class Data List”):

(a) the names, employment identification numbers, last known addresses, last known telephone numbers, and Social Security numbers of each Class Member; and

(b) for each Adjunct Class Member, the number of weeks worked during the Adjunct Class Period and the number of weeks worked during the Adjunct PAGA Period (if any); and

(c) for each WHF Class Member, the number of weeks he or she was authorized to work remotely during the WFH Class Period; and

(d) for each Parking Reimbursement Class Member, the type of Parking Permit(s) he or she purchased during the Parking Reimbursement Class Period (i.e., Adjunct, Carpool, Presbyterian/West Campus, Faculty, or Staff).

10.1.2 Upon its receipt of the Class Data List, the Settlement Administrator shall access the National Change of Address (“NCOA”) Database, and update the addresses contained therein.

10.1.3 Within twenty business days of the Preliminary Approval Order, the Settlement Administrator shall provide the Class Notice by bulk first class mail, forwarding requested, to the Class Members at the addresses identified through the process described above.

10.1.4 As to any Class Notices that are returned as undeliverable, or where the NCOA Database indicates that the last known address of any Class Member is invalid or otherwise undeliverable, the Settlement Administrator will perform a skip trace procedure and re-mail all returned, undelivered

mail within five calendar days of the date on which the Settlement Administrator is informed that a Class Notice is undeliverable or otherwise invalid.

10.1.5 The Settlement Administrator and all those working through, in concert with, or on behalf of the Settlement Administrator, shall be obligated to take all reasonable steps to maintain the confidentiality of Class Member information and to carry out the other duties enumerated in the Settlement Agreement, including calculating each Class Member's potential share of the Settlement.

10.1.6 The Settlement Administrator shall provide Defendant's counsel and Class Counsel with weekly summary reports, including the total number of Class Notices that were returned as undeliverable, the total number of objections, disputes, and/or Requests for Exclusion. The Settlement Administrator shall maintain records of its work, which will be available for inspection upon request by Defendant's counsel or Class Counsel.

10.1.7 The Class Notice will be pre-printed, in substantially the form attached hereto as Exhibit A and to be approved by the Court. In addition to other information contained on the Class Notice, the Class Notice will include an explanation of the *pro rata* distribution formula used to determine the share of the Net Settlement Amount that he or she may be entitled to receive under the Settlement

11. Requests for Exclusion.

11.1 Any Class Member may elect to opt out of the Settlement by submitting a written Request for Exclusion to the Settlement Administrator, postmarked no later than the Response Deadline. The Request for Exclusion must contain the following: full name, signature, address and last four digits of his or her social security number; name and case number, and a clear statement that he or she seeks to be excluded from the Settlement. The Settlement Administrator shall immediately send all Requests for Exclusion to Defendant's counsel and Class Counsel. A Class Member who fails to comply with the opt out procedure set forth herein on or before the Response Deadline will not be excluded and will instead be bound by all provisions of the Settlement Agreement and all orders issued pursuant thereto.

11.2 Any Class Member who elects to opt out of the Class in the manner and within the time limits specified above (1) will not have any rights under the Settlement Agreement; (2) will not be entitled to receive any compensation under the Settlement Agreement; (3) will not have standing to submit any objection to the Settlement Agreement; and (4) will not be bound by the Settlement Agreement, subject

to the following exception: Class Members who worked during the PAGA Periods will receive their portion of the PAGA settlement, whether or not the Class Member opts out.

11.3 Except for persons who elect to opt out of the Settlement in the manner and within the time limits specified above, in the Preliminary Approval Order, and in the Class Notice, all Class Members, will be deemed to be within the Class for all purposes under this Settlement Agreement, will be bound by the terms and conditions of this Settlement Agreement (including the release provisions in Section 16 and its subparts), including all orders issued pursuant thereto, and will be deemed to have waived all unstated objections and opposition to the fairness, reasonableness, and adequacy of this Settlement Agreement, and any of its terms.

12. Objections.

Any Class Member who does not request exclusion from the Settlement may object to the Settlement by sending the Settlement Administrator, not later than the Response Deadline, a written statement objecting to the Settlement. The written objection must contain: full name, signature, address, last four digits of his or her social security number, the case name and number, and a clear statement of the basis for his or her objection. The Settlement Administrator shall immediately send all objections to counsel for Defendant and Class Counsel.

Counsel for the Parties shall file any responses to any objections at the time the Motion for Final Approval is filed. Class Members may, prior to the Final Approval Hearing, withdraw their objections or opt out requests in a writing to the Settlement Administrator, which may then be filed with the Court.

13. Resolution of Disputes.

If any Adjunct Class Member or WFH Class Member timely disputes the number of work weeks listed on his or her Class Notice, the dispute will be submitted to the Settlement Administrator, who will examine the records and either verify the calculation or provide a corrected calculation. Disputes must be in a writing that is submitted to the Settlement Administrator, postmarked on or before the Response Deadline. The dispute must contain: Class Member's full name, address, signature, and last four digits of his or her Social Security number; and any facts supporting the Class Member's dispute, along with any supporting materials confirming that the work weeks attributed to him or her are incorrect. The Settlement Administrator's determination of disputes will be final and non-appealable.

14. Payment Procedure.

14.1 Payments to Settlement Class Members, Class Counsel, Class Representative, Taxing Authorities and LWDA: Within 10 business days of receipt of the GSA, the Settlement Administrator will distribute, subject to approval by the Court: (a) Settlement Payments to Class Members; (b) attorneys' fees and costs to Class Counsel; (c) Settlement Administration Costs to the Settlement Administrator; (d) Service Award to the Class Representative; (e) applicable tax withholdings and employer's portion of payroll tax to the appropriate taxing authorities and (f) the LWDA's share of the PAGA Penalties.

14.2 Uncashed Checks: Settlement Checks that are not cashed within ninety days from the date of issuance by the Settlement Administrator will be voided and the funds will be tendered to WISEPlace, a non-profit that serves unaccompanied homeless women, as the *cy pres* in accordance with California Code of Civil Procedure § 384. The settlement and their release of Released Claims will remain binding upon all Class Members whether or not they cashed their settlement checks.

15. Taxes.

15.1 Employer's Portion of Payroll Taxes: Defendant shall pay the employer's portion of payroll taxes with respect to the wage portion of Settlement Payments separately and in addition to the GSA.

15.2 Tax Treatment of Service Award: Plaintiff will receive an IRS Form 1099 for his or her individual Service Award and will be responsible for payment of any taxes owing on said amount.

15.3 Tax Treatment of Attorneys' Fees and Cost Award: Class Counsel will receive an IRS Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs and will be responsible for payment of any taxes owing on said amount.

15.4 No Tax Advice: The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to this settlement including, but not limited to, within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended). The Parties do not assume any liability for taxes, fees, costs, or assessments resulting from any Settlement Class Members' failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

16. Release.

16.1 Adjunct Class Released Claims: Upon the Court's final approval of the class settlement and entry of final judgment, each Adjunct Class Member shall be deemed to have released Parties from any and all claims which are alleged, or could reasonably have been alleged based on the facts and claims

asserted in the operative Complaint on their behalves, and arising during the Adjunct Class Period, including claims under Labor Code §§ 201, 202, 203, 204, 226(a), 226(e), 226.2(a), 226.7, 512, 1194, IWC Wage Order No. 4-2001 §§ 4, 11, and 12. In exchange for receiving their share of the PAGA settlement, Adjunct Class Members who worked during the Adjunct PAGA Period will release claims for PAGA civil penalties under Labor Code §§ 201, 202, 203, 204, 226(a), 226(e), 226.2(a), 226.7, 512, and 1194 and arising during the Adjunct PAGA Period.

16.2 WFH Class Released Claims: Upon the Court's final approval of the class settlement and entry of final judgment, each WFH Class Member shall be deemed to have released Parties from any and all claims under Labor Code § 2802 which are alleged, or could reasonably have been alleged based on the facts and claims asserted in the operative Complaint on their behalves, and arising during the WFH Class Period. In exchange for receiving their share of the PAGA settlement, WFH Class Members who worked during the WFH PAGA Period will release claims for PAGA civil penalties under Labor Code § 2802 and arising during the WFH PAGA Period.

16.3 Parking Reimbursement Class Released Claims: Upon the Court's final approval of the class settlement and entry of final judgment, each Parking Reimbursement Class Member shall be deemed to have released Parties from any and all claims under Labor Code § 450, which are alleged, or could reasonably have been alleged based on the facts and claims asserted in the operative Complaint on their behalves, and arising during the Parking Reimbursement Class Period. In exchange for receiving their share of the PAGA settlement, Parking Reimbursement Class Members who worked during the Parking Reimbursement PAGA Period will release claims for PAGA civil penalties under Labor Code § 450 and arising during the Parking Reimbursement PAGA Period.

16.4 Plaintiff's General Release: Plaintiff releases, acquits, discharges, and covenants not to sue any of the Released Parties for any claim, whether known or unknown, which he has ever had, or hereafter may claim to have, arising on or before the date he signs this Agreement, including without limitation to, any claims relating to or arising out of any aspect of his relationship with Defendant, or the termination of that relationship, any claims for unpaid compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, et seq., or any state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, including

without limitation, any claims under the Employee Retirement Income Security Act of 1974; any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county or city law or ordinance regarding employment discrimination. Plaintiff acknowledges and agrees that the foregoing general release is given in exchange for the consideration Defendant shall provide to him under this Agreement. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released. Each Plaintiff expressly waives any rights or benefits available to him under the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

17. Application for Preliminary Approval Order.

17.1 After the Parties' execution of this Settlement Agreement, Plaintiff shall file a motion for preliminary approval of the Settlement, requesting a Preliminary Approval Order that contains the following provisions:

- 17.1.1** preliminarily approving the Settlement Agreement;
- 17.1.2** preliminarily approving and certifying the Class for settlement purposes only;
- 17.1.3** approving the form of the Class Notice, and finding that the proposed method of disseminating the Class Notice meet the requirements of due process and is the best notice practicable under the circumstances;
- 17.1.4** establishing the procedures and the deadline by which Class Members may assert objections to the Settlement, seek exclusion from the Settlement, and/or dispute their Settlement Shares;
- 17.1.5** establishing a deadline for the Parties to submit papers/briefing in response to any objections and in support of final approval of the Settlement Agreement; and

17.1.6 setting a date for the Final Approval Hearing.

18. Final Approval Order and Judgment.

18.1 If the Settlement is preliminarily approved by the Court, the Parties shall thereafter request that the Court enter an order granting final approval of the Settlement and judgment based thereon ("Final Approval Order and Judgment"), which includes the following provisions:

18.1.1 confirming certification of the Class for settlement purposes only;

18.1.2 finding that the dissemination of the Class Notice in the form and manner ordered by the Court was accomplished as directed and met the requirements of due process; and

18.1.3 finally approving the Settlement Agreement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions;

18.1.4 directing the Parties to implement the terms of the Settlement Agreement;

18.1.5 releasing and discharging the Released Parties from any and all liability with respect to the Released Claims;

18.1.6 awarding reasonable attorneys' fees and litigation costs to Class Counsel as determined by the Court;

18.1.7 awarding a Service Award to Class Representative as determined by the Court;

18.1.8 awarding Settlement Administration Costs to the Settlement Administrator as determined by the Court;

18.1.9 approving the allocation of PAGA Penalties to the LWDA;

18.1.10 entering final judgment on the operative Complaint; and

18.1.11 preserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and enforcement of the Judgment.

19. Escalator Clauses.

19.1 The Adjunct Class consists of 1,374 individuals. If the total number of Adjunct Class Members exceeds 1,374 by 5% or more (i.e. more than 1,443), then the Gross Settlement Amount allocated to the Adjunct Class shall be increase by the same percentage by which the number of Adjunct Class Members exceeds 1,374.

19.2 The WFH Class consists of 4,738 individuals. If the total number of WFH Class Members exceeds 4,738 by 5% or more (i.e. more than 4,975), then the Gross Settlement Amount allocated to the

WFH Class shall be increase by the same percentage by which the number of WFH Class Members exceeds 4,738.

19.3 The Parking Reimbursement Class consist of 1,832 individuals. If the total number of Parking Reimbursement Class Members exceeds 1,832 by 5% or more (i.e. more than 1,924), then the Gross Settlement Amount allocated to the Parking Reimbursement Class shall be increase by the same percentage by which the number of Parking Reimbursement Class Members exceeds 1,832.

20. No Admissions.

The Parties understand and agree that this Settlement Agreement is the result of a good faith compromise and settlement of disputed claims, and no part of this Settlement Agreement, or the negotiations leading thereto, or any document filed in support thereof, whether or not the Settlement is finally approved and/or consummated, may be offered or should be construed as an admission of any wrongdoing by Defendant or the Released Parties.

21. Avoidance of Undue Publicity.

The Parties and their counsel agree that they will not issue any press releases, communicate to the press, media or to the public, through social media or otherwise, the settlement terms or amount unless and until Plaintiffs have filed their motion for preliminary approval of the Settlement. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

22. Non-Disparagement

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

23. Construction.

This Settlement Agreement was entered into after substantial good faith, arm's-length negotiations between the Parties. This Settlement Agreement has been entered into without any coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it will not be deemed to have been prepared or drafted by one party or another.

24. Due Authority of Attorneys.

Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties hereto warrants and represents that he or she has been duly authorized and empowered to execute this Settlement Agreement on behalf of each such respective Party and to bind them to the terms hereof. The parties also warrant that this Agreement is entered into knowingly and willingly and there is no fraud, duress, or undue influence.

25. Entire Agreement.

This Settlement Agreement (including Exhibits hereto) sets forth the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral, or otherwise, have been made by any of the Parties that are not embodied or incorporated by reference herein. Except as otherwise set forth in this Agreement, any notice, order, judgment, or other exhibit that requires approval of the Court must be approved without material alteration that substantially changes or increases the cost of compliance with this Settlement Agreement in order for this Settlement Agreement to become effective. Before invoking this provision to challenge the effectiveness of this Settlement Agreement, the invoking party shall consult with, and if necessary mediate in good faith with, the other party in an effort to resolve any such challenge.

26. Modification or Amendment.

This Settlement Agreement may not be modified or amended except in a writing signed by all signatories hereto or their attorneys or their successors in interest.

27. Successors.

This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns, and upon any corporation, partnership, or other entity into or with which any Party hereto may merge, combine, or consolidate.

28. Counterparts.

This Agreement may be executed in one or more counterparts by facsimile or electronic signature which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each

of them will be deemed to be one and the same instrument. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

29. Waivers.

The waiver by any Party of any breach of this Settlement Agreement will not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

30. Governing Law.

This Settlement Agreement will be governed by and construed, enforced, and administered in accordance with the internal laws of the State of California. The parties intend for this Agreement to be admissible and binding under Code of Civil Procedure section 664.6.

31. Headings.

The headings contained in this Settlement Agreement are for convenience and reference purposes only, and will not be given weight in its construction.

32. Notices.

Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than the contemplated Class Notice to the Class Members, must be in writing and mailed as follows:

32.1 To Class Representatives, the Class and Class Counsel to the attention of:

Craig J. Ackermann
Ackermann & Tilajef, P.C.
1180 S Beverly Dr, Suite 610
Los Angeles, California 90035
Telephone: (310) 277-0614

Jonathan Melmed
Melmed Law Group P.C.
1180 S Beverly Dr, Suite 610
Los Angeles, California 90035
Telephone: (310) 824-3828

Julian Hammond
HammondLaw, P.C.
11780 W Sample Rd, Suite 103
Coral Springs, Florida 33065-3141
Telephone: (310) 601-6766

32.2 To Defendant, to the attention of:

Aaron A. Buckley
Paul, Plevin, Sullivan, & Connaughton LLP
101 West Broadway, Ninth Floor
San Diego, California 92101
Telephone: (619) 237-5200

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Plaintiff and Class Representatives

7/19/2021

Dated: July _____, 2021

By: Frank Chindamo
Frank Chindamo

Chapman University

Dated: July _____, 2021

By: _____
Harold W. Hewitt, Jr.
Executive Vice President and COO

APPROVED AS TO FORM:

Counsel for Plaintiff and Class Counsel

7/19/2021

Dated: July _____, 2021

By: Craig Ackermann
Craig J. Ackermann
Ackermann & Tilajef, P.C.

7/19/2021

Dated: July _____, 2021

By: Jonathan Melmed
Jonathan Melmed
Melmed Law Group P.C.

Dated: July 19, 2021

By: Julian Hammond
Julian Hammond
HammondLaw, P.C.

Counsel for Defendant

Dated: July _____, 2021

By: _____
Fred M. Plevin
Aaron A. Buckley
Jennifer M. Fontaine
Paul, Plevin, Sullivan, & Connaughton LLP

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

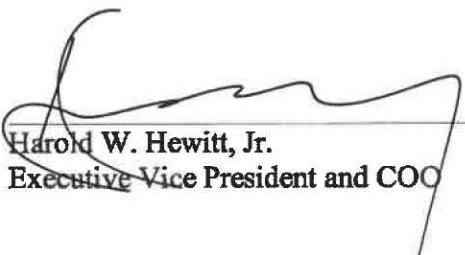
Plaintiff and Class Representatives

Dated: July _____, 2021

By: _____
Frank Chindamo

Chapman University

Dated: July 20, 2021

By: 
Harold W. Hewitt, Jr.
Executive Vice President and COO

APPROVED AS TO FORM:

Counsel for Plaintiff and Class Counsel

Dated: July _____, 2021

By: _____
Craig J. Ackermann
Ackermann & Tilajef, P.C.

Dated: July _____, 2021

By: _____
Jonathan Melmed
Melmed Law Group P.C.

Dated: July _____, 2021

By: _____
Julian Hammond
HammondLaw, P.C.

Counsel for Defendant

Dated: July 19, 2021

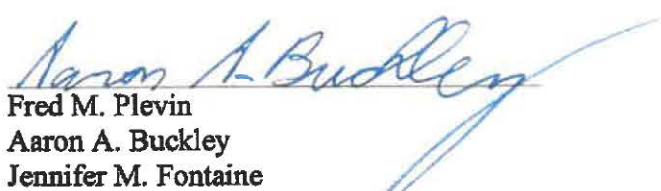
By: 
Fred M. Plevin
Aaron A. Buckley
Jennifer M. Fontaine
Paul, Plevin, Sullivan, & Connaughton LLP

EXHIBIT A

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

Chindamo v Chapman University; (Orange County Superior Court, Case No. 30-2020-01147814-CU-OE-CXC)

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

You have received this Notice of Settlement because Chapman University (“Defendant” or “Chapman”) records show you are an “Adjunct Class Member”, a “Work From Home Class member”, and /or a “Parking Reimbursement Class Member” and therefore entitled to a payment from this class action Settlement. Each Class is defined as follows:

- “Adjunct Class Members” refers to all current or former employees who worked for Defendant as adjunct (part-time) instructors in California at any time during the period between July 10, 2016 and December 31, 2019 (“Adjunct Class Period”).
- “Parking Reimbursement Class Member” refers to all individuals who worked for Defendant in California and purchased an employee parking permit from Chapman at any time during the period between November 19, 2019 and March 26, 2020 (“Parking Reimbursement Class Period”).
- “Working From Home Class Members” or “WFH Class Members” refers to all individuals who worked for Defendant in California and were eligible to work remotely for Chapman at any time during the period between March 19, 2020 and June 30, 2021 (“Working From Home Reimbursement Class Period”).

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, Simpluris., about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval hearing scheduled for [DATE AND TIME] in Dept CX102 of the Orange County Superior Court.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant in California as an [“Adjunct Class Member”/ “Work From Home Class Member” and / or a “Parking Reimbursement Class Member”]. You were sent this Class Notice because you have a right to know about a proposed settlement of a

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

class action 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?

Frank Chindamo worked for Chapman in California and is suing on behalf of himself and Adjunct Class Members for Chapman's alleged failure to pay all wages due for all hours worked, failing to provide them with legally-compliant rest and meal breaks, failing to pay all wages owed upon separation from employment, and failing to furnish timely and accurate wage statements, in violation of Labor Code § 1194, 226.2, 226.7, 512, 201-203, 204, and 226(a). Plaintiff also alleges that Chapman failed to reimburse Work From Home Class Members and Parking Reimbursement Class Members for their necessarily incurred business expenses in violation of Labor Code § 2802; and that Parking Reimbursement Class Members patronized Chapman by purchasing annual parking permits in violation of Labor Code § 450.

Chapman denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved a Class Action Settlement Agreement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Chapman have agreed to settle this case on behalf of themselves and the Class Members for the Gross Settlement Amount of \$1,150,000. The Gross Settlement includes: (1) Administration Costs up to \$35,000; (2) a service payment of up to \$5,000 to Plaintiff for his time and efforts in pursuing this case and in exchange for a general release of claims against Chapman; (3) fees of up to 1/3 of the Settlement Amount (\$383,333.33) and up to \$25,000.00 in litigation costs to Class Counsel; and (4) payment allocated to PAGA penalties in the amount of \$50,000 of which 75% will be paid to the LWDA and 25% shall be paid pro rata to those Class Members who worked during their respective PAGA Periods (defined as April 13, 2019 through December 31, 2019 for Adjuncts; March 19, 2020 through June 30, 2021 for the WFH Class; and November 19, 2019 through March 26, 2020 for the Parking Reimbursement Class). After deducting these sums, a total of approximately **\$664,166.67** will be available for distribution to Class Members ("Net Settlement Amount"). In addition to the Gross Settlement, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

Distribution to Class Members

The Settlement will be distributed as followed:

- 75% of the Net Settlement Amount (approximately \$498,125) shall be allocated to the Adjunct Class and shall be paid *pro-rata* based on the number of work weeks worked by an Adjunct Class Member during the Adjunct Class Period in proportion to the weeks worked by all Adjunct Class Members.
- 3% of the Net Settlement Amount (approximately \$19,125) shall be allocated to the Parking Reimbursement Class and shall be paid on a *per capita* basis. Parking Reimbursement Class Members who purchased Adjunct Faculty Permits or Presbyterian Lot/West Campus Structure Permits shall have

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

their per capita payment reduced by 75% (i.e., multiplied by 0.25) to account for the fact that these permits cost, on average, 25% of the other types of permits.

- 22% of the Net Settlement Amount (approximately \$146,116) shall be allocated to Work From Home Class and shall be paid *pro rata* based on the number of work weeks he or she worked as a Work From Home Class Member during the Work From Home Class Period in proportion to the weeks worked by all Work From Home Class Members.

Your Estimated Settlement Award

Your estimated Settlement Award is [**SPRELIMINARY AMOUNT**] and was calculated as follows:

1. Your Share of the Adjunct Settlement: Defendant's records show that you worked <<**NUMBER OF WORK WEEKS**>> as an adjunct instructor during the Adjunct Class Period. Your pro rata share of the portion of the Settlement allocated to the Adjunct Class is [**\$XX**]. In addition, Defendant's records show that you worked <<**NUMBER OF WORK WEEKS**>> as an adjunct instructor during the Adjunct PAGA Period. Your pro rata share of the portion of the Settlement allocated to the PAGA penalties is [**\$XX**].

2. Your Share of the Parking Reimbursement Settlement: Defendant's records show that you [were/were not] employed as a Parking Reimbursement Class Member who [did/did not purchase an Adjunct Faculty Permits or Presbyterian Lot/West Campus Structure Permit] are and are therefore entitled to [**\$XX**] as your share of the portion of the Settlement allocated to the Parking Reimbursement Class. In addition, Defendant's records show that you worked as a Parking Reimbursement Class Member during the Parking Reimbursement PAGA Period. Your per capita share of the portion of the Settlement allocated to the PAGA penalties is [**\$XX**].

3. Your Share of the Work From Home Settlement: Defendant's records show that you worked <<**NUMBER OF WORK WEEKS**>> during the Work From Home Class Period. Your pro rata share of the portion of the Settlement allocated to the Work From Home Class is [**\$XX**]. In addition, Defendant's records show that you worked <<**NUMBER OF WORK WEEKS**>> as a WFH Class Member during the WFH PAGA Period. Your *pro rata* share of the portion of the Settlement allocated to the PAGA penalties is [**\$XX**].

If you believe the number of weeks worked included 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, payout to the Parking Reimbursement Class and Work From Home will be allotted 100% to penalties. Payments to the Adjunct Class will be allotted 1/3 to wages and 2/3 to penalties and interest. 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.

Claims That You Are Releasing Under the Settlement

Adjunct Released Claims: If finally approved by the Court, each Adjunct Class Member who does not opt out shall be deemed to have released Chapman from any and all claims which are alleged, or could reasonably have been alleged based on the facts and claims asserted in the operative Complaint on their behalves, and arising

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

during the Adjunct Class Period, including claims under Labor Code §§ 201, 202, 203, 204, 226(a), 226(e), 226.2(a), 226.7, 512, 1194, IWC Wage Order No. 4-2001 §§ 4, 11, and 12. All Adjuncts who worked during the Adjunct PAGA Period (i.e., April 13, 2019 through December 31, 2019) will release their claims for PAGA civil penalties predicated on the Adjunct Class Released Claims and arising during the Adjunct PAGA Period whether or not they opt out.

Parking Reimbursement Released Claims: If finally approved by the Court, each Parking Reimbursement Class Member shall be deemed to have released Chapman from all claims under Labor Code § 450 which are alleged, or could have been alleged based on the facts and claims asserted in the operative Complaint on their behalves, and arising during the Parking Reimbursement Class Period. All Parking Reimbursement Class Member who worked during the Parking Reimbursement PAGA Period (i.e., November 19, 2019 through March 26, 2020) will release their claims for PAGA civil penalties predicated on the Parking Reimbursement Released Claims and arising during the Parking Reimbursement PAGA Period whether or not they opt out.

WFH Class Released Claims: If finally approved by the Court, each WFH Class Member shall be deemed to have released Chapman from any and all claims under Labor Code § 2802 which are alleged, or could reasonably have been alleged based on the facts and claims asserted in the operative Complaint on their behalves, and arising during the WFH Class Period. All WFH Class Member who worked during the WFH PAGA Period (i.e., March 19, 2020 through June 30, 2021) will release their claims for PAGA civil penalties predicated on the Parking Reimbursement Released Claims arising during the WFH PAGA Period whether or not they opt out.

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 and you will be bound by the settlement. **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, signature, address, telephone number, case name and number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

Simpluris, Inc.

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, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit, subject to the following exception: PAGA claims will be released as set forth in the settlement and if you worked during one of the PAGA Periods, you will receive a portion of the PAGA settlement, whether or not you opt out.

Option 3 – Submit 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, signature, address and telephone number, 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 Settlement Share.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED].m. in the Civil Complex Center, located at 751 West Santa Ana Blvd. Santa Ana, CA 92701, 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.

You can appear telephonically via Court Call by visiting: www.courtcall.com and following the instructions on that website.

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), call the Settlement Administrator at **[PHONE NUMBER]**, or Class Counsel at:

HAMMONDLAW, P.C. Julian Hammond jhammond@hammondlawpc.com 11780 W Sample Rd Suite 103 Coral Springs, FL 33065 Telephone: (310) 601-6766 Facsimile: (310) 295-2385 (Fax)	ACKERMANN & TILAJEF, P.C. Craig J. Ackermann cja@ackermanntilajef.com 1180 South Beverly Drive Suite 610 Los Angeles, California 90035 Telephone: (310) 277-0614 Facsimile: (310) 277-0635	MELMED LAW GROUP P.C. Jonathan Melmed, jm@melmedlaw.com 1180 South Beverly Drive Suite 610 Los Angeles, California 90035 Telephone: (310) 824-3828 Facsimile: (310) 862-6851
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The pleadings and other records in this litigation, including the Settlement Agreement, may be also obtained on the Orange County Superior Court's Case Access website available here:
<https://ocapps.occourts.org/civilwebShoppingNS/Login.do>.

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 CLERK OF THE COURT, THE JUDGE, CHAPMAN, OR
CHAPMAN'S ATTORNEYS WITH INQUIRIES.**

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

EXHIBIT 2

Approved California Wage and Hour Cases

- ***Pillow et al. v. Pepperdine University***, Case No. 19STCV33162 (Los Angeles 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 approximately 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 approximately 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 approximately 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 approximately 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 approximately 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 approximately 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 approximately 3,447 adjunct instructors);
- ***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 approximately 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 approximately 958 adjunct instructors);

**JULIAN A. HAMMOND
HAMMONDLAW. P.C.**

11780 W Sample Rd. Suite 103, Coral Springs, FL 33065
jhammond@hammondlawpc.com 310-610-6766

- ***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 and Amazon***, 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 approximately 309 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 approximately 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 approximately 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 approximately 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 approximately 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 approximately 398 adjunct instructors);
- ***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 approximately 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 approximately 101 fitness instructors);

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- ***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 approximately 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 approximately 500 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 approximately 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 approximately 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);

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- ***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);
- ***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 19, 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);

Settled California Consumer Cases

- ***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.

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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).