

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:

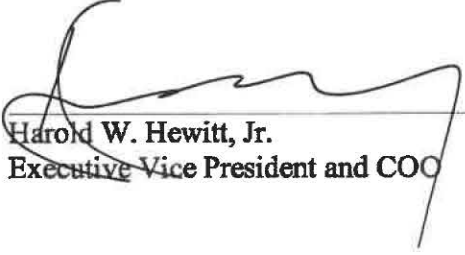
Plaintiff and Class Representatives

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

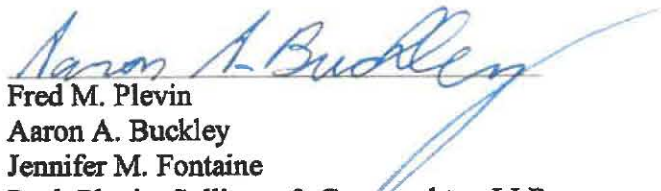
By: 
Fred M. Plevin
Aaron A. Buckley
Jennifer M. Fontaine
Paul, Plevin, Sullivan, & Connaughton LLP

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 [**SPRELMINARY 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