

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/02/2021 at 01:58:00 PM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

**DELFIN MERLAN, JOCELYN TOMAKA,
DIONNE MAXWELL and JEROME
CRICHTON**, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

**ALLIANT INTERNATIONAL
UNIVERSITY**, a California Corporation,

Defendant.

Case No.: 37-2019-00064053-CU-OE-CTL

**REVISED [~~PROPOSED~~] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 29, 2021

Time: 1:30

Judge: Timothy B. Taylor

Dept.: C-72

1 This matter is before the Court on Plaintiffs' Motion for Order Granting Final Approval of Class
2 Action Settlement and for Approval of Attorneys' Fees and Costs and Class Representatives' Service
3 Award pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary
4 Approval of Class Action Settlement ("Preliminary Approval Order"). The motions and all evidence
5 submitted in support thereof, having been fully considered by the Court and good cause appearing
6 therefore, the Court finally rules that the settlement is fair, reasonable and adequate, grants the Motion
7 for Final Approval of Class Action Settlement and hereby orders as follows:

8 1. The Settlement Agreement, attached hereto as **Exhibit 1**, is fully and finally approved,
9 subject to the qualifications discussed below, and is hereby incorporated by reference and all defined
10 terms therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

11 2. Pursuant to California Rules of Court, Rule 3.769(d), this Court makes final the
12 conditional class certification contained in the Order Granting Preliminary Approval of Class Action
13 Settlement, defined as: all persons who worked for Defendant in California as adjunct instructors or part-
14 time lecturers during the Class Period, which is the period of time beginning December 2, 2015 and
15 December 31, 2019.

16 3. Plaintiffs Delfin Merlan, Jocelyn Tomaka, Dionne Maxwell, and Jerome Crichton are
17 appointed and designated, for all purposes, as the Class Representatives, and the law firms
18 HammondLaw, P.C., Ackermann & Tilajef, P.C., and Melmed Law Group, P.C. The Court finds that
19 attorneys for the Class are experienced class action litigators and have expressed the view that the
20 Settlement is fair, reasonable, and adequate, which further supports approval of the Settlement.

21 4. The Court appoints Simpluris as the Settlement Administrator.

22 5. The Court hereby finds that Class Notice has been sent to Class Members as previously
23 ordered by the Court, and that such Notice fairly and adequately described the terms of the proposed
24 Settlement Agreement, the manner in which Class Members could object to or opt-out of the settlement
25 and their rights; was the best notice practicable under the circumstances; and complied fully with this
26 Court's Preliminary Approval Order, California Code of Civil Procedure § 1781(e), California Rule of
27 Court 3.769, due process, and all other applicable laws. The Court further finds that a full and fair
28 opportunity has been afforded to Class Members to participate in the proceedings convened to determine
whether the proposed Settlement Agreement should be given final approval.

6. In response to the Notice, no Class Member requested to be excluded from the Settlement.
Thus, as of the Final Approval Date, all Class Members shall be deemed to have released the Released
Parties from all Released Claims.

1 7. The Court hereby finally and unconditionally approves the Settlement Agreement subject
2 to the qualifications discussed below, grants final approval of the settlement as set forth in the Settlement
3 Agreement as fair, reasonable, and adequate, the product of arms-lengths negotiations between the
4 Parties, and in the best interests of the Parties and the Settlement Class and directs the Parties to effectuate
the Settlement Agreement according to its terms, enters judgment, and specifically:

5 a. Approves as fair, reasonable and adequate the Gross Settlement of \$711,500;
6 b. Approves as fair, reasonable and adequate, Class Counsels' request for an award
7 of \$237,167, representing 1/3 of the Gross Settlement Amount, as reasonable attorneys' fees. This is not
8 out of line with class action fee awards calculated using the percentage-of-the-benefit method. See
9 *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 fn. 11.

10 c. In addition, upon performing a "cross-check" using the lodestar method, the court
11 finds that the requested attorneys' fees are eminently reasonable. According to the declaration of class
12 counsel, the three law firms expended a total of 358.4 hours prosecuting this action. (Hammond Decl., ¶
13 59.) This results in a blended hourly rate of approximately \$661.46 per hour (\$237,167.00 divided by
14 358.4). The blended hourly rate is on the high end, but still within the reasonable range for attorneys with
15 similar skills and experience in the San Diego community. Moreover, the requested fee award – which is
16 already \$2,300 less than counsel's theoretical lodestar of \$269,922.50 using their design hourly rates –
17 does not include "an additional 20-25 hours finalizing the final approval papers, appearing at the final
approval hearing, and seeing the Settlement through to its conclusion[.]" (Id. at ¶¶ 59-60.) Accepting for

18 d. Approves as fair, reasonable and adequate, Class Counsel's request for
19 reimbursement of litigation costs of \$20,000, for a case of this type that is almost two years old.
20 Moreover, the requested litigation costs are less than the total costs of \$20,533.80 that were actually
21 incurred (Hammond Decl., ¶ 81).

22 e. With respect to the class rep payment, the court declines to follow *Johnson v.*
23 *NPAS Solutions* (11th Cir. 2020) 975 F.3d 1244, as it has not been adopted by any reported California
24 decision, and fails to take into account the risks associated with agreeing to be named as a class
25 representative (and the consequent need for modest class rep incentive payments). However, a payment
26 of \$5,000.00 to plaintiffs Merlan, Tomaka, and Crichton is disproportionate when considering that the
27 average recovery for each settling class member is only \$511.62. While the Court understands the risks
28 associated with agreeing to be named as a class representative [see *Early v. Superior Court* (2000) 79
Cal.App.4th 1420, 1433 (cost burden falls on class reps, not absent class members)], the court concludes

1 that \$2,500 is a reasonable award for all of the named plaintiffs. The remainder (\$2,500 x 3 = \$7,500)
2 will be poured over into the net settlement sum fund for distribution to the class members.

3 f. Approves as fair, reasonable and adequate, payment to Simpluris, Inc., the
4 Settlement Administrator, of \$11,000 as costs of settlement administration. The requested claims
5 administration costs are \$2,000 less than the amount originally estimated in the preliminary approval
6 papers and are therefore approved.

7 g. Approves as fair, reasonable and adequate, payment of \$15,000 to the Labor and
8 Workforce Development Agency for its portion of the PAGA penalties;

9 h. Approves the payment from the Net Settlement of amounts determined by the
10 Settlement Administrator to be due to Settlement Class; and

11 i. Approves the Release contained in the Settlement Agreement.

12 j. The Court finds that given the absence of objections, and objections being a
13 prerequisite to appeal, that this Order shall be considered as final as of the date of notice of entry.

14 8. Pursuant to California Rule of Court 3.769(h), the Court retains exclusive and continuing
15 jurisdiction over the litigation to enforcing the terms of the judgment, and supervising, implementing,
16 interpreting, and enforcing this Final Approval Order and the Settlement Agreement.

17 **IT IS SO ORDERED.**

18 Date: _____ 11/2, 2021



19 Hon. Timothy Taylor
20 Judge of the Superior Court

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiffs Delfin Merlan, Jocelyn Tomaka, Dionne Maxwell and Jerome Crichton (“Plaintiffs” or “Class Representatives”), on behalf of the Settlement Class (as defined below); and Defendant Alliant International University, Inc. (“Defendant” or “Alliant”); subject to the approval of the Court, as provided below. Plaintiffs 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 *Merlan, et al. v. Alliant International University, Inc.*, Case No. 37-2019-00064053-CU-OE-CTL, in the Superior Court of California, County of San Diego.

1.2 “Class” or “Class Members” refers to all individuals who worked for Defendant as adjunct professors or part-time lecturers in California between December 2, 2015 and December 31, 2019.

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 “Class Period” means the period from December 2, 2015 through December 31, 2019.

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

1.7 “Court” refers to the Superior Court of California for the County of San Diego.

1.8 “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.

1.9 “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.

1.10 “Effective Date” refers to the date the Final Approval Order and Judgment is signed if no objections to the Settlement are filed. If objections are filed and overruled, then the Effective Date is 65 days following date the Final Approval Order and Judgment is signed. If an appeal is taken from the Final Approval Order and Judgment, 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.

1.11 “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum settlement payment of Seven Hundred Eleven Thousand Five Hundred Dollars (\$711,500) 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.

1.12 “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 Labor Code Private Attorneys’ General Act of 2004 (PAGA) Penalties. The NSA is the maximum amount that will be available for distribution to Settlement Class Members.

1.13 “PAGA Penalties” refers to the Twenty Thousand Dollars (\$20,000.00) allocated to Plaintiffs’ 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 added to the NSA and distributed to the Settlement Class Members who worked during the PAGA Period as their share of the settlement of civil penalties for PAGA claims.

1.14 “PAGA Period” means the period from October 16, 2019 through October 31, 2020.

1.15 “Parties” are Plaintiffs and Defendant.

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

1.17 “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.

1.18 “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.

1.19 “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.

1.20 “Service Award” refers to the monetary award to each Plaintiff, in an amount not to exceed Five Thousand Dollars (\$5,000) each to Plaintiffs Merlan, Tomaka, and Crichton, and up to Two Thousand five Hundred Dollars (\$2,500) to Plaintiff Maxwell, or other amounts as approved by the Court, to be paid out of the Gross Settlement Amount, subject to approval by the Court, as described below.

1.21 “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.

1.22 “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 Thirteen Thousand Dollars (\$13,000).

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

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

1.25 “Wage Statement Class Period” means the period from October 16, 2019 through October 31, 2020.

2. Procedural History and Recitals.

On December 2, 2019, Plaintiff Merlan initiated the Action by filing a civil complaint in San Diego County Superior Court asserting the following causes of action against Defendant: (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 Reimburse Business Expenses (Labor Code §2802); (5) Waiting Time Penalties (Labor Code § 201-203); and (6) Unfair Competition Law (UCL) Violations (Bus. & Prof. Code §§ 17200-17204).

On October 16, 2020, Plaintiff Tomaka sent a Notice of Intent to Seek PAGA Penalties to the LWDA and to Defendant, alleging that Defendant failed to issue accurate itemized wage statements in violation

of Labor Code § 226(a), and failed to reimburse necessary business expenses in violation of Labor Code § 2802.

Within ten (10) business days after the Parties and counsel have signed this Agreement, Plaintiff Merlan will take all steps necessary to file a First Amended Complaint, adding Tomaka, Crichton, and Maxwell to the Action as named Plaintiffs and proposed Class Representatives, adding a cause of action for failure to issue accurate itemized wage statements in violation of Labor Code § 226(a), and adding PAGA claims for civil penalties under Labor Code § 2699 based on all the Labor Code violations alleged in the Action. Defendant will stipulate to the filing of the First Amended Complaint.

2.1 On February 24, 2021, the Parties participated in a mediation session with Lisa Klerman, 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, Plaintiffs, on behalf of themselves and the Class, 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. Calculation of the NSA and Distribution of Settlement Proceeds.

5.1.1 The NSA shall be paid pro rata to each Settlement Class Member based on the number of paychecks issued to him or her as a percentage of the paychecks issued to all Class Members during the Class Period. The paychecks will be weighted as follows: The paychecks issued to Class Members between January 1, 2020 and October 31, 2020 will be subject to a 0.5 multiplier (i.e. those paychecks will be divided by two). The paychecks issued during the Class Period will not be subject to any multiplier. The 25% of the PAGA Penalties allocated to the Class shall be paid pro rata to each Settlement Class Member based on the number of paychecks issued to them during the PAGA Period as a percentage of the paychecks issued to all Class Members during the same period. Class Members who were employed during the PAGA Period will not have the opportunity to opt out of the release of the PAGA claims and will be issued a check for their share of the PAGA penalties regardless of whether or not they opt out.

5.1.2 One-third of each Settlement Payment 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.

5.1.3 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.

5.2 Payments to 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., \$237,167) for attorneys' fees; and up to \$20,000 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 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 of up to \$5,000 each to Plaintiffs Merlan, Tomaka, and Crichton, and up to \$2,500 to Plaintiff Maxwell, for a total of \$17,500. Any unapproved amount will be added to the NSA and be distributed to the Settlement Class Members.

8. PAGA Penalties

Subject to Court approval, \$20,000 shall be attributed to Plaintiffs' claims under PAGA. The Settlement Administrator shall apportion and distribute the \$20,000 payment as follows: (a) \$15,000 shall be paid to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims; and (b) \$5,000 shall be added to the NSA and distributed to the Settlement Class Members who worked during the PAGA Period as their 25% share of the settlement of civil penalties for PAGA claims.

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 \$13,000. 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 fifteen 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 Class Member, the number of paychecks issued during the Class Period and the number of paychecks issued during the PAGA Period (if any).

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-five 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 a 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. Class Members will not have the opportunity to opt out of the release of the PAGA claims and will be issued a check for their share of the PAGA penalties regardless of whether or not they opt 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, 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 Class Member timely disputes the number of paychecks listed on his or her Class Notice or the date(s) of issue, 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 paychecks 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 California Court-Appointed Special Advocates for Children 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 Class Member Payments separately and in addition to the GSA.

15.2 Tax Treatment of Service Award: Plaintiffs 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 Settlement Class Released Claims: Upon payment of the Settlement funds to the Class, each Settlement Class Member shall be deemed to have released the 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, and arising during the Class Period, including without limitation claims under Labor Code §§ 201, 202, 203, 204, 210, 226.2(a), 226.3, 226.7, 512, 1194, 1194.2, 1197, 2802, IWC Wage Order No. 4-2001 sections 4, 11, and 12; claims which are alleged, or could reasonably have been alleged based

on the facts and claims asserted in the operative Complaint under Labor Code §§ 226(a) and 226(e) and arising between October 16, 2019 and December 31, 2019; as well as any civil penalty claims under the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 *et seq.*) (“PAGA”) predicated on these claims and arising between October 16, 2019 and December 31, 2019. Settlement Class Members who received a paycheck after January 1, 2020 shall be deemed to have released all claims that were alleged, or could have been alleged in the operative Complaint under Labor Code § 226(a)(9) and arising between January 1, 2020 and October 31, 2020; as well as any civil penalty claims predicated on violations of Labor Code § 226(a)(9) alleged in the Complaint under PAGA and arising between January 1, 2020 and October 31, 2020.

16.2 Plaintiffs’ General Releases: Upon payment of the Enhancement Awards to the Plaintiffs, Each Plaintiff releases, acquits, discharges, and covenants not to sue any of the Released Parties for any claim, whether known or unknown, which s/he has ever had, or hereafter may claim to have, arising on or before the date s/he signs this Agreement, including without limitation to, any claims relating to or arising out of any aspect of her/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. Each Plaintiff acknowledges and agrees that the foregoing general release is given in exchange for the consideration Defendant shall provide to her/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 her/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, Plaintiffs 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 Service Awards to Class Representatives 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 Clause.

The class consist of 816 individuals. If the total number of Class Members exceeds 816 by 5% or more (i.e. more than 857), then the Gross Settlement Amount shall be increase by the same percentage by which the number of Class Members exceeds 816.

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 Plaintiffs shall be referred to Human Resources, who will confirm the Plaintiffs' dates of employment and position held. No other information concerning Plaintiffs' work histories will be provided by Human Resources without authorization from Plaintiffs.

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:

Plaintiffs and Class Representatives

Dated: _____, 2021 By: _____
Delfin Merlan

Dated: 5/21/2021, 2021 By: Jocelyn Tomaka
Jocelyn Tomaka

Dated: 5/21/2021, 2021 By: Dionne Maxwell
Dionne Maxwell

Dated: _____, 2021 By: _____
Jerome Crichton

Alliant International University, Inc.

Dated: _____, 2021 By: _____
Afshin Afrookhteh
General Counsel and Chief Compliance Officer

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.
1801 Century Park East, Suite 850
Los Angeles, California 90067
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

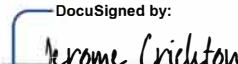
IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Plaintiffs and Class Representatives

Dated: May 21, 2021 By: 
Delfin Merlan

Dated: _____, 2021 By: _____
Jocelyn Tomaka

Dated: _____, 2021 By: _____
Dionne Maxwell

Dated: May 21, 2021 By: 
Jerome Crichton

Alliant International University, Inc.

Dated: _____, 2021 By: _____
Afshin Afrookhteh
General Counsel and Chief Compliance Officer

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

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11780 W Sample Rd, Suite 103
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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:

Plaintiffs and Class Representatives

Dated: _____, 2021 By: _____
Delfin Merlan

Dated: 5/21/2021, 2021 By: Jocelyn Tomaka
Jocelyn Tomaka

Dated: 5/21/2021, 2021 By: Dionne Maxwell
Dionne Maxwell

Dated: _____, 2021 By: _____
Jerome Crichton

Alliant International University, Inc.

Dated: _____, 2021 By: _____
Afshin Afrookhteh
General Counsel and Chief Compliance Officer

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

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Julian Hammond
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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:

Plaintiffs and Class Representatives

Dated: _____, 2021 By: _____
Delfin Merlan

Dated: _____, 2021 By: _____
Jocelyn Tomaka

Dated: _____, 2021 By: _____
Dionne Maxwell

Dated: _____, 2021 By: _____
Jerome Crichton

Alliant International University, Inc.

Dated: May 21, 2021 By: 
Afshin Afrookhteh
General Counsel and Chief Compliance Officer

APPROVED AS TO FORM:

Counsel for Plaintiffs and Class Counsel

Dated: May 21, 2021

By:



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

Dated: May 24, 2021

By:



Jonathan Melmed
Melmed Law Group P.C.

Dated: May 24, 2021

By:



Julian Hammond
HammondLaw, P.C.

Counsel for Defendant

Dated: _____, 2021

By:

E. Joseph Connaughton
Aaron A. Buckley
Jennifer M. Fontaine
Paul, Plevin, Sullivan, & Connaughton LLP

APPROVED AS TO FORM:

Counsel for Plaintiffs and Class Counsel

Dated: _____, 2021 By: _____
Craig J. Ackermann
Ackermann & Tilajef, P.C.

Dated: _____, 2021 By: _____
Jonathan Melmed
Melmed Law Group P.C.

Dated: _____, 2021 By: _____
Julian Hammond
HammondLaw, P.C.

Counsel for Defendant

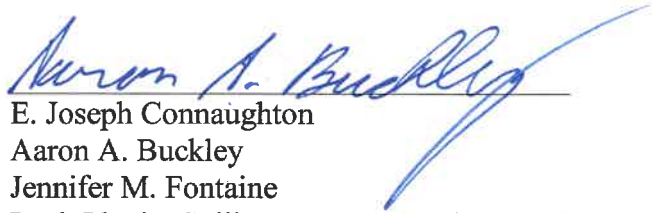
Dated: MAY 21, 2021 By: 
E. Joseph Connaughton
Aaron A. Buckley
Jennifer M. Fontaine
Paul, Plevin, Sullivan, & Connaughton LLP

EXHIBIT A

Merlan, et al. v. Alliant International University, Inc.
Case No. 37-2019-00064053-CU-OE-CTL
Superior Court of California, County of San Diego

If you worked for Alliant International University, Inc. as an adjunct instructor or part-time lecturer in California at any time between December 2, 2015 and December 31, 2019, you are entitled to receive money from a class action settlement.

*The Superior Court of California, County of San Diego, authorized this Class Notice.
This is not a solicitation from a lawyer.*

PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

- The settlement resolves a class-action lawsuit, *Merlan, et al. v. Alliant International University, Inc.* (the “Lawsuit”), which alleges Alliant International University, Inc. (“Defendant”): (1) failed to pay Class Members minimum wages for all hours worked, (2) failed to provide Class Members legally-compliant rest periods and/or pay missed rest period premiums, (3) failed to provide Class Members legally-compliant meal periods and/or pay missed meal period premiums, (4) failed to reimburse Class Members for necessary business expenses, (5) failed to pay Class Members waiting time penalties, (6) engaged in unfair competition, and (7) failed to issue Class Members legally-compliant itemized wage statements.
- The court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

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, retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit, except that you will receive payment for the release of your PAGA Penalties whether or not you exclude yourself
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Simpluris, Inc. 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. If you timely object, you or your attorney may also address the court during the Final Approval hearing scheduled for DATE AND TIME in Department C-72 of the San Diego County Superior Court.

- The Settlement Fund will be used to settle claims of all Class Members. The amount of Class Members' individual settlements will be determined by the number of paychecks issued between December 2, 2015 and October 31, 2020. Class Members who receive individual settlement payments will release certain claims arising during the Class Period (defined as December 2, 2015 to December 31, 2019); the Wage Statement Class Period (defined as October 16, 2019 to October 31, 2020) and the PAGA Period (which is coextensive with the Wage Statement Class Period).
- The court has preliminarily approved this settlement. A Final Approval Hearing addressing the fairness, adequacy, and reasonableness of the settlement will be held on [FINAL APPROVAL HEARING DATE] to determine whether the settlement should receive the court's final approval.
- Lawyers for the Class Members will be asking the court to approve a settlement in the total amount of \$711,500. They will also ask the court to award one-third of that amount (\$237,167) to be paid out of the settlement as attorneys' fees for investigating the facts, litigating the case, and negotiating the settlement, as well as reasonable costs not to exceed \$20,000 incurred during the case. They will also ask the court to approve incentive payments of up to \$5,000 for three named Plaintiffs and up to \$2,500 for the fourth named Plaintiff (a total of \$17,500 for all four Plaintiffs) who assisted in litigating this case for the benefit of all Class Members and for also providing a general release of claims.
- Any questions? Read on or visit www. .com.

BASIC INFORMATION

1. Why did I get this Class Notice package?

Defendant's records show that you worked for Defendant in as an adjunct professor or part-time lecturer in California at some point between December 2, 2015 and December 31, 2019. You were sent this Class Notice because you have a right to know about a proposed settlement of a 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.

2. What is this Lawsuit about?

Plaintiffs in this Lawsuit, Delfin Merlan, Jocelyn Tomaka, Dionne Maxwell and Jerome Crichton, alleged that during the Class Period, Defendant violated California law by failing to pay Class Members for all hours worked, failed to provide Class Members legally-compliant rest periods and/or pay missed rest period premiums, failed to provide Class Members legally-compliant meal periods and/or pay missed meal period premiums, failed to reimburse Class Members for necessary business expenses, failed to pay Class Members waiting time penalties, engaged in unfair competition, and failed to issue Class Members legally-compliant itemized wage statements. Plaintiffs also allege that during the Wage Statement Class Period, Defendant failed to issue Class Members accurate wage statements. Defendant denies all these allegations and contends that Plaintiffs' claims have no merit whatsoever. A copy of the most recent version of the Complaint may be found at www. .com.

3. Why is this a class action?

In a class action, one or more people called Class Representatives make allegations on behalf of other people whom they allege have similar claims. All these people comprise a Class and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

4. Why is there a settlement?

The Parties disagree on the probable outcome of the case with respect to liability and damages. Plaintiffs believe the claims asserted against Defendant are valid and could be proven if the case went to trial. Defendant believes Plaintiffs' claims have no merit and that they would not prevail if the case went to trial. Defendant further contends that, other than in the context of this settlement, the case is not suitable for class treatment. The court has not decided in favor of Plaintiffs or Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption that are associated with continued litigation, and they have therefore chosen to resolve their differences by entering into a settlement. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. Plaintiffs and the lawyers who represent them ("Class Counsel") believe that this settlement is fair and reasonable and is in the best interests of all Class Members.

5. What is a class action settlement?

The court must approve the terms of the settlement described below as fair and reasonable to the class. Once approved, the settlement will affect all Class Members except those who choose to opt out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may get. Please read this entire Class Notice carefully.

6. How do I know if I am a Class Member?

If you fit the following description then you are a Class Member: Individuals who worked for Alliant International University, Inc. as adjunct professors or part-time lecturers in California at any time between December 2, 2015 and December 31, 2019.

7. Are there exceptions to being included?

You are not a Class Member if you were not employed by Defendant as an adjunct professor or part-time lecturer in California during the Class Period. Even if you fit that description, you can choose to be excluded from the settlement by opting out of the settlement, in which case you will not be a Class Member.

8. I'm still not sure if I am a Class Member. What should I do?

You may contact the Settlement Administrator for further information, or you may also contact Class Counsel at the phone numbers provided in Section 22 of this Notice. Or, you can do nothing, and if you are entitled to a payment you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you should contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

9. What does the settlement provide?

The Parties have agreed to settle the Lawsuit for a "Gross Settlement Amount" of Seven Hundred Eleven Thousand Five Hundred Dollars (\$711,500) on a non-reversionary basis. This means that the entire Gross Settlement Amount will be paid out, subject to various court-approved deductions listed below in this Section. In addition to the Gross Settlement Amount, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of the settlement. The Gross Settlement Amount shall be deemed in satisfaction of claims for: (1) unpaid wages, rest period premiums, meal period premiums, unreimbursed business expenses, penalties, interest,

CLASS NOTICE

PAGE 3 OF 7

QUESTIONS? VISIT WWW.CLASSNOTICE.COM OR CALL <<SETTLEMENT ADMINISTRATOR>> AT

and/or other amounts to be paid to Class Members; (2) attorneys' fees not to exceed one-third of the Gross Settlement Amount (\$237,167) and costs of Class Counsel not to exceed \$20,000; (3) service payments to Plaintiffs not to exceed \$5,000 total to Plaintiffs Merlan, Tomaka, and Crichton, and \$2,500 to Plaintiff Maxwell; (4) all costs of third-party settlement administration not expected to exceed \$13,000; and (5) payment to the California Labor and Workforce Development Agency (LWDA) of \$15,000 as its share of the PAGA Penalties.

10. How was payment calculated?

The funds payable to Class Members will be divided up pro rata using the following formula:

From the Gross Settlement Amount, payments will be made to the Class Counsel, the Class Representatives, the Settlement Administrator, and the LWDA. What remains after these payments are made is called the "Net Settlement Amount," depending on the final court-approved deductions as discussed above. The Net Settlement Amount shall be paid pro rata to each Class Member based on the number of paychecks issued to them during the period from December 2, 2015 through December 31, 2019. The paychecks issued to Class Members between January 1, 2020 and October 31, 2020 will be given half of the value of paychecks issued prior to January 1, 2020. The reason for this is that as of January 1, 2020, Defendant changed its classification policies and practices that Plaintiffs challenged in this case including reclassifying part-time adjunct instructors as non-exempt and paying them hourly. Therefore, the only claims that you are releasing between January 1, 2020 and October 31, 2020 are claims for inaccurate wage statements, and claims for PAGA civil penalties based on that alleged violation.

In addition, the \$5,000 of the PAGA Penalties allocated to the Class shall be paid pro rata to each Settlement Class Member based on the number of paychecks issued to them during the period from October 16, 2019 through October 31, 2020, as a percentage of the paychecks issued to all Class Members during the same period. You will receive this payment whether or not you exclude yourself from the Settlement.

11. How Much will I get from the settlement?

Defendant's records indicate that you had << >> paychecks issued to you as an adjunct professor or part-time lecturer during the period from December 2, 2015 through December 31, 2019, and << >> paychecks were issued during the period from January 1, 2020 through October 31, 2020. Based on these records, your estimated payment as a Class Member is \$<<EstimatedAward>>. Defendant's records also indicate that during the period from October 16, 2019 through October 31, 2020 << >> paychecks were issued to you. Based on these records, your estimated share of the PAGA Penalties is \$<<Estimated PAGA Award>>.

Class Members who do not opt-out will be paid out of the Net Settlement Amount except for your share of PAGA Penalties which you will receive whether or not you exclude yourself from the Settlement. One-third of each Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued. Two-thirds of each Individual Settlement Payment will be designated for interest and penalties for which portions an IRS Form 1099 shall be issued where required by law.

If you believe you had a different number of paychecks issued to you than the number referenced above, you may dispute your calculation by providing written documentation to the Settlement Administrator supporting your position on or before [RESPONSE DEADLINE]. Your dispute must contain: your full name, address, signature, and last four digits of your Social Security number; and any facts supporting your dispute, along with any supporting materials confirming that the paychecks attributed to you are incorrect. If you do not dispute your paychecks calculation and do not opt out of the settlement, you will be bound by the settlement and will receive a settlement payment. The Settlement Administrator's determination of disputes will be final and non-appealable. **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.**

12. When will I get my payment?

As set forth in Section 18, below, the court will hold a hearing on [DATE OF FINAL APPROVAL] to decide whether to approve the settlement. If the court approves the settlement, after that there may be appeals if anyone has filed a timely objection. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, you may call the Settlement Administrator at XXX-XXX-XXXX, or contact Class Counsel (see Question 22 for contact info.). *Please be patient.*

13. What claims am I releasing?

Class Members who participate in the Settlement will release 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 ("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, and arising during the Class Period (defined as December 2, 2015 through December 31, 2019) including without limitation claims under Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(e), 226.2(a), 226.3, 226.7, 512, 1194, 1194.2, 1197, 2802, IWC Wage Order No. 4-2001 sections 4, 11, and 12, as well as any PAGA civil penalty claims predicated on the claims alleged in the Complaint under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 *et seq.*) arising during the period from October 16, 2019 through December 31, 2019. If you worked between January 1, 2020 and October 31, 2020, then you are also releasing all claims under Labor Code §§ 226(a)(9) that were alleged, or could have been alleged based on the facts included in the operative Complaint and arising between January 1, 2020 and October 31, 2020; and claims for PAGA Penalties based on these claims and arising between and January 1, 2020 and October 31, 2020.

14. Do I have a lawyer in this case?

The court has appointed Class Counsel to represent you and all the other Class Members in this action. Class Counsel will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the court to approve payment of \$237,167 (i.e., one-third of the Gross Settlement Amount) to them for attorneys' fees, as well as costs in an amount not to exceed \$20,000. The fees will pay Class Counsel for investigating the facts, litigating the case, and negotiating and finalizing the settlement. Defendant has agreed not to oppose Class Counsel's application for these fees and expenses. The court may choose to award less than the amount requested by Class Counsel. All other payments to the Plaintiffs, to the Settlement Administrator, and to the LWDA also come from the balance of the Gross Settlement.

16. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must prepare and submit in writing your signed and dated statement that you want to be excluded from the settlement. You must include your full name, signature, address and last four digits of your social security number; the name of the case and the case number, and a clear statement that you seek to be excluded from the Settlement. Your written statement must be mailed to the Settlement Administrator, Simpluris, Inc. and be postmarked no later than [RESPONSE DEADLINE], or it will not be considered and you will still remain a Settlement Class Member, and be bound by the settlement. Simpluris, Inc.'s address is listed in section 23, below.

The release of PAGA claims is binding on you whether or not you opt-out and you will receive your share of the PAGA penalties regardless of whether or not you opt out.

17. How do I tell the court that I do not agree with the settlement?

If you do not opt out, you can object to the settlement if you do not agree with it. You should give reasons why you think the court should not approve the settlement and the court will consider your views. To object, and to have the court hear your views, you should send a letter saying that you object to the settlement and give your reasons. Be sure to include your name, address and last four digits of your social security number, case name and number, and provide both the legal and the factual reasons you object to the settlement, and indicate whether you intend to appear at the Final Approval Hearing. Your objection is to be mailed to the Settlement Administrator, Simpluris, Inc. and must be postmarked no later than **[RESPONSE DEADLINE]**. Simpluris, Inc.'s address is listed in section 23, below.

The court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you are not required to attend the hearing.

18. When and where will the court decide whether to approve the settlement?

The court will hold a Final Approval Hearing on **[DATE OF FINAL APPROVAL HEARING]** in Department C-72 of the San Diego County Superior Court. At this hearing the court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the court will consider them. The judge will listen to people who attend the hearing and who do not opt out. The court may also decide how much to pay to Class Counsel. At or after the hearing, the court will decide whether to approve the settlement. We do not know how long this decision will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the judge may have. But, you are welcome to come at your own expense. If you sent an objection, you do not have to come to the hearing to talk about it. As long as you mailed your written objection on time, the court will consider it. You may also pay your own lawyer to attend, but that is not required.

20. May I speak at the hearing?

If you wish to speak at the Final Approval Hearing you may attend. You cannot speak at the hearing if you have excluded yourself from the settlement.

Due to the COVID-19 pandemic, hearings are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. Class members who wish to appear at the final fairness hearing should arrange a telephonic appearance through CourtCall, at least three days before the hearing if possible.

21. What happens if I do nothing at all?

You will be a member of the settlement class. You will be bound by the release as set forth under question 13. Once the Settlement is finally approved by the court, and the necessary deadlines have passed, you will be mailed your settlement check.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This Class Notice summarizes the proposed settlement. You may call or contact the Settlement Administrator or Class Counsel if you would like more information about the case. The pleadings and other records in this litigation, including the Settlement Agreement, may be also obtained on the settlement website here: [url.com](#). The pleadings and other records in this litigation may be examined online on the San Diego County Superior Court's website, at <https://roa.sdcourt.ca.gov/roa/>. After arriving at the website, enter the case year (2019) and the case number (64053) as the case number and click 'SEARCH.' Images of every document filed in the case may be purchased at a minimal charge. Class Counsel may be reached at:

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23. How do I get more information?

You may visit [www. .com/Case-information](#), call the Settlement Administrator at , call Class Counsel above, or write to the Settlement Administrator at .

PLEASE DO NOT CONTACT THE COURT OR ALLIANT INTERNATIONAL UNIVERSITY WITH INQUIRIES.