

PAGA SETTLEMENT AGREEMENT AND RELEASE

This PAGA Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is made and entered into by and between, on the one hand, Plaintiffs RayChell Coleman (“Coleman”) and Yvette Savala (“Savala”) (collectively, “Plaintiffs”), as individuals and on behalf of all others similarly situated, and, on the other hand, Defendant San Joaquin Valley College, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”).

Plaintiffs, on behalf of themselves and the Aggrieved Employees, and Defendant agree as follows:

1. DEFINITIONS.

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

- 1.1. “Action” means *Raychell Coleman and Yvette Savala v. San Joaquin Valley College, Inc.* initiated on June 29, 2021, and pending in Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2117976.
- 1.2. “Aggrieved Employees” means all current and former non-exempt Safety Officers and part-time Instructors who were employed by Defendant San Joaquin Valley College, a division of San Joaquin Valley College, Inc. in the State of California during the PAGA Period.
- 1.3. “Aggrieved Employee List” means a complete list of all Aggrieved Employees that Defendant will diligently and in good faith compile from its records, formatted in Microsoft Office Excel and will include each Aggrieved Employee’s full name, last known mailing address, Social Security number, and the respective number of PAGA Pay Periods that each Aggrieved Employee worked during the PAGA Period.
- 1.4. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for PAGA Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by PAGA Counsel in the Action, including but not limited to fees and expenses of experts, investigation expenses, postage, telephone, and photocopying charges, costs associated with negotiating and documenting the Settlement, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with PAGA Counsel’s litigation and settlement of the Action.
- 1.5. “Court” means the Superior Court of California, County of San Bernardino.
- 1.6. “Defense Counsel” means Monte K. Grix and Casey N. Engstrom of Hirschfeld Kraemer LLP.
- 1.7. “Effective Date” means the later of: (i) the thirty-one (31) calendar days after the Court enters a Judgment on its Final Order approving the PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed, whether by a Party, an intervening Aggrieved

Employee or PAGA Counsel; or (ii) if such an appeal or motion to vacate is timely initiated, the date of final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.

- 1.8. “Final Order” means the order of the Court granting final approval of this Settlement Agreement on substantially the terms provided herein or as may be modified by subsequent agreement of the Parties and entry of Judgment.
- 1.9. “Funding Date” means fifteen (15) calendar days after the Effective Date.
- 1.10. “Gross Settlement Amount” means the gross settlement amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) which is the total amount Defendant agrees to pay under the Settlement in full satisfaction of all Released PAGA Claims and the Individual Release, less certain fees and costs described in this Settlement Agreement, including, without limitation, Individual PAGA Payments, LWDA Payment, Court-awarded Attorneys’ Fees and Costs, PAGA Representative Payment, and Court-awarded Settlement Administration Costs.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period as a percentage of the total Pay Periods during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon its Final Order approving the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency.
- 1.14. “LWDA Payment” means the 75% of the PAGA Penalties paid to the LWDA under California Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deducting the LWDA Payment, Attorneys’ Fees and Costs, and Settlement Administration Costs, which shall be fully distributed to Aggrieved Employees as Individual PAGA Payments without any reversion to Defendant.
- 1.16. “PAGA” means the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*
- 1.17. “PAGA Counsel” means Marcus J. Bradley and Kiley L. Grombacher of Bradley/Grombacher, LLP and Robert Drexler, Molly DeSario, and Jonathan Lee of Capstone Law APC, the attorneys representing Plaintiffs in the Action.
- 1.18. “PAGA Notice” means Plaintiffs’ June 16, 2021 letter to Defendant and the LWDA, including its attachments, providing notice pursuant to California Labor Code section 2699.3, subd.(a).

- 1.19. “PAGA Pay Period” means any pay period during which an Aggrieved Employee actively worked for Defendant for at least one day during the PAGA Period (pay periods during which Aggrieved Employees were on leave and performed no work are not included in this definition).
- 1.20. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (Individual PAGA Payments) and 75% to LWDA (the LWDA Payment) in settlement of PAGA claims.
- 1.21. “PAGA Period” means the period from June 16, 2020 (one year prior to the submission of the PAGA Notice) through September 11, 2023.
- 1.22. “Release” means and refers to the release and discharge, as of the Effective Date, of the Released Claims by Plaintiffs and all of the Aggrieved Employees, as detailed in Section 5.1 below.
- 1.23. “Individual Release” refers to the general release of claims by Plaintiffs, which is in addition to the Release provided by all Aggrieved Employees and Plaintiffs, as detailed in Section 5.2 below.
- 1.24. “Released Claims” or “PAGA Claims” means and refers to any and all claims for civil penalties that could have been assessed upon and collected from the Released Parties on behalf of the Aggrieved Employees and State of California under California Labor Code §§ 2698 *et seq.* that were brought or could reasonably have been brought based on the facts alleged in Plaintiffs’ PAGA Notice and Operative Complaint during the PAGA Period, including but not limited to civil penalties recoverable for the alleged failure to pay for all hours worked, meal period violations, rest period violations, wage statement penalties, waiting time penalties, failure to reimburse necessary business expenses, and for the use of pay cards, which include claims for alleged violations of California Labor Code §§ 200, 201, 202, 203, 212, 213, 221, 223, 224, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, and 2802 and/or applicable sections of the California Industrial Welfare Commission Wage Orders to the extent that they arise out of the underlying allegations and claims against Defendant.
- 1.25. “Released Parties” means Defendant, its subsidiaries, affiliated entities, past or present officers, directors, shareholders, employees, agents, attorneys, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.
- 1.26. “Settlement Administrator” means ILYM Group, Inc. (“ILYM”), or any other third-party settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.
- 1.27. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations,

as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

2. **RECITALS.**

- 2.1. On or about June 16, 2021, Plaintiffs filed their PAGA Notice, including its attachments, with the LWDA – and gave written notice to Defendant of alleged violations of California Labor Code §§ 200, 201, 202, 203, 212, 213, 221, 223, 224, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, and 2802 and/or applicable sections of the California Industrial Welfare Commission Wage Orders for wage and hour penalty claims.
- 2.2. On or about June 29, 2021, Plaintiffs commenced this Action by filing a Representative Action Complaint (“Complaint”) alleging a representative cause of action against Defendant for civil penalties pursuant to PAGA for failure to pay for all hours worked, meal period violations, rest period violations, wage statement penalties, waiting time penalties, failure to reimburse necessary business expenses, and for the use of pay cards. On or about September 10, 2021, Plaintiffs filed a First Amended Complaint (the “Operative Complaint”), which is identical to the Complaint in all material aspects.
- 2.3. On September 11, 2023, the Parties engaged in an arm’s length mediation, the initial session of which lasted several hours, and continued informally and intermittently several months thereafter, before well-respected and experienced wage and hour and employment law mediator, Jeffrey P. Fuchsman Esq., which ultimately led to an agreement to settle the Action. The Settlement is the result of an informed and detailed evaluation of the potential liability of the total exposure in relation to the costs and risks associated with continued litigation of the Action.
- 2.4. Prior to the mediation, PAGA Counsel conducted informal discovery and investigation during the prosecution of the Action. The informal discovery investigation included, among other things: (1) inspection and analysis of employee documents and data, including Plaintiffs’ personnel files, timekeeping and payroll records for all Aggrieved Employees between May 17, 2020 through March 18, 2023, Defendant’s written policies and procedures applicable to Aggrieved Employees during the PAGA Period, and key data points regarding the total number of Aggrieved Employees and PAGA Pay Periods extrapolated through the date of mediation; (2) evaluation of legal positions taken by Defendant; (3) evaluation of potential representative-wide damages; and (4) review and research of applicable law with respect to the claims and potential defenses brought by Defendant. PAGA Counsel has vigorously prosecuted this Action, and Defendant has vigorously defended it. The Parties have engaged in sufficient discovery and investigation to assess the relative merits of the claims and contentions of the Parties.
- 2.5. Plaintiffs and PAGA Counsel recognize the length of continued proceedings necessary to litigate their disputes through approval, arbitration, trial, and any possible appeal. Plaintiffs and PAGA Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation, including, but not

limited to, the risks related to a contested motion regarding manageability, and the risks related to liability raised by the issues in this case. Plaintiffs and PAGA Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action and the difficulties in establishing damages for the Aggrieved Employees. Plaintiffs and PAGA Counsel have also taken into account Defendant's agreement to enter into a settlement that confers substantial relief upon Aggrieved Employees and the State of California. Based on the foregoing, Plaintiffs and PAGA Counsel have determined that this Settlement is fair, adequate, and reasonable, and is in the best interests of the Aggrieved Employees.

- 2.6. Defendant contends that the Aggrieved Employees were properly and timely paid all wages owed at the correct rates of pay, including, but not limited to, all minimum, straight time and overtime, were provided complaint meal and rest breaks as required under California law, were properly reimbursed for all business expenses, and were provided at all times with accurate wage statements. Defendant further maintains that Aggrieved Employees were timely paid all wages due upon termination, including through the optional use of negotiable pay cards after obtaining the required consent of Aggrieved Employees, and were not subject to any unlawful deductions. Defendant denied and continues to deny each and all of the allegations, claims, and contentions alleged by Plaintiffs in the Action. Defendant contends that it has complied in good faith with California and federal wage-and-hour laws and has dealt legally and fairly with Plaintiffs and Aggrieved Employees. Defendant further denies that, for any purpose other than settling the Action, these claims are appropriate for representative treatment. However, Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time, energy and resources of Defendant has been expended, and unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs and Aggrieved Employees. Defendant has also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Defendant has concluded that further proceedings in the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement in order to dispose of burdensome and protracted litigation, to permit the operation of Defendant's respective business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue in the Action. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as this Action. Defendant has therefore determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement. Although Defendant expressly denies that Plaintiffs' claims have any merit, Defendant represents and warrants that any alleged unlawful wage and hour practices alleged by Plaintiffs have been remediated in response to the Action.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Defendant will make a one-time deposit of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) and no more as the Gross Settlement Amount. Defendant shall deliver the Gross Settlement Amount to the Settlement Administrator as set forth in Section 4.3 below. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Order:
 - 3.2.1. PAGA Counsel's Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion made by PAGA Counsel for Attorneys' Fees and Costs of not more than 35% which is currently estimated to be \$61,250.00, plus the reimbursement of all out-of-pocket costs and expenses associated with PAGA Counsel's litigation and settlement of the Action (including expert/consultant fees, investigation costs, etc.), not to exceed \$20,000.00. Plaintiffs and/or PAGA Counsel will file an application or motion for their Attorneys' Fees and Costs. In the event the Court approves less than the amount of requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel for any portion of PAGA Counsel's claimed Attorneys' Fees and Costs, including but not limited to any reduction by the Court in such sought Attorneys' Fees and Costs. The Settlement Administrator will pay the Attorneys' Fees and Costs using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Costs and holds Released Parties harmless and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments.
 - 3.2.2. Settlement Administration Costs: Defendant will not oppose the Settlement Administrator's costs, which are currently estimated to be Seven Thousand Four Hundred Fifty Dollars (\$7,450.00). In the event the Court approves a payment of less than this amount, the Settlement Administrator will add the difference to the Net Settlement Amount.
 - 3.2.3. PAGA Representative Payments: Defendant will not oppose PAGA Representative Payments of Ten Thousand Dollars (\$10,000.00), as the net amounts, to each of the Plaintiffs, to be paid from the Gross Settlement Amount, with IRS 1099 Forms to be issued by the Settlement Administrator therefor. Plaintiffs assume full responsibility and liability for taxes owed on the PAGA Representative Payments and hold Released Parties harmless, and indemnify Released Parties from any dispute or controversy regarding tax liability or penalties arising from such payments.
 - 3.2.4. To the LWDA and Aggrieved Employees (Net Settlement Amount): After deducting the Attorneys' Fees and Costs, Settlement Administration Costs, and the PAGA Representative Payments from the Gross Settlement Amount, the balance remaining

(\$66,300) will form the Net Settlement Amount and shall be paid as PAGA Penalties, with 75% (\$49,725.00) allocated to the LWDA Payment and 25% (\$16,575.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$16,575.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment and shall indemnify and hold harmless Released Parties from any dispute or controversy regarding tax liability or penalties arising from such payments.

3.2.4.2. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.3. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Aggrieved Employees, and PAGA Counsel any IRS Form 1099-MISC or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all penalties to the appropriate government authorities.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 804 Aggrieved Employees who worked a total of 21,912 PAGA Pay Periods.

4.2. Aggrieved Employee List. Within twenty (20) calendar days of the Court's Final Approval of this Settlement Agreement, Defendant will deliver the Aggrieved Employee List to the Settlement Administrator. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee List in confidence, use the Aggrieved Employee List only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee List to Settlement Administrator employees who need access to the Aggrieved Employee List to effect and perform under this Settlement Agreement. Without any extension of the deadline by which Defendant must send the Aggrieved Employee List to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee List.

4.3. Funding of Gross Settlement Amount. Defendant shall deposit the full amount of the Gross Settlement Amount into an account to be established by the Settlement Administrator on or before the Funding Date by way of bank wire. Defendant shall for the Gross Settlement Amount issue the wire to: [insert wiring instructions].

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days of the Funding Date, the Settlement Administrator shall issue payments, in the form of checks,

to the Aggrieved Employees, the LWDA, and PAGA Counsel. Other than such checks, no notice regarding the Settlement shall be provided by the Settlement Administrator to the Aggrieved Employees. The Settlement Administrator shall follow all applicable laws regarding consumer/employee privacy in the form and delivery of such checks, including but not limited to omission of Sensitive Personal Information, as that term is defined under the California Consumer Privacy Act, as modified by the California Privacy Rights Act (together “CCPA”). The Settlement Administrator will also issue a payment to itself for Court-approved serves performed in connection with the Settlement.

4.4.1. The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee as their Individual PAGA Payments and send each Aggrieved Employee a check for their Individual PAGA Payment via First Class U.S. Mail, postage prepaid. Checks will remain negotiable for 180 days, and the face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes.

4.4.2. Any Individual PAGA Payments returned to the Settlement Administrator as non-deliverable on or before the check cashing deadline will be sent via regular First-Class U.S. Mail to the forwarding address affixed thereto within seven (7) calendar days of receipt. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address, or Social Security Number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located within seven (7) calendar days of receipt of the returned check. The Settlement Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, if the total amount represented by such checks is less than \$10,000, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund with the names and last known identifying information for each Aggrieved Employee, along with the corresponding monies designated for each such employees. If the total amount represented by such checks is \$10,000 or more, the Settlement Administrator shall transmit the funds represented by such checks to the cy pres entity agreed upon the Parties, Kaweah Health Foundation.

4.5. No Credit Toward Benefit Plans. The payment of Individual PAGA Payments to Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit

plans to which any Aggrieved Employees may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employees may be entitled under any benefit plans.

- 4.6. Tax Liability. The Parties understand and agree that Defendant makes no representations or warranties with respect to the tax consequences of any payment under this Settlement Agreement. Further, neither Plaintiffs, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

5. **RELEASES OF CLAIMS**. Plaintiffs agree that upon entry of the Final Order, and upon the Funding Date, Plaintiffs and all Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1. Aggrieved Employees' Release. Upon the Effective Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Aggrieved Employee, together and individually, on their behalf and on behalf of their respective spouses/registered domestic partners, heirs, executors, administrators, agents, and attorneys, shall be deemed to have fully and forever released and discharged all of the Released Parties, or any of them, from each of the Released Claims during the PAGA Period.
- 5.2. Individual Release by Plaintiffs. Upon the Effective Date, in addition to the claims being released by all Aggrieved Employees, Plaintiffs, in consideration for the payment(s) to them contemplated by this Settlement Agreement, the sufficiency of which is agreed to by the Parties, provide this Individual Release: Plaintiffs will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this Settlement Agreement. This release includes, but is not limited to, any and all statutory or common law claims under local, state or federal law, including but not limited to any claims under the California Labor Code, the California Fair Employment and Housing Act, the federal Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Civil Rights Act of 1991, the Equal Pay Act of 1866, as amended, 29 U.S.C. § 206(d), Executive Order 11246, Executive Order 11141, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act (ADEA), as modified by the Older Workers Benefit Protection Act (OWBPA), the Americans with Disabilities Act, as modified, the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq. (excluding COBRA), the Family and Medical Leave Act or California Family Rights Act, the Vietnam Era Veterans Readjustment Assistance Act, the Occupational Safety and Health Act, the Sarbanes-Oxley Act of 2002, the Fair Credit Reporting Act, any state or federal "whistleblower" statute or regulation, California Business and Professions Code section 17200 et seq., any California Penal Code or U.S. Criminal Code section/statutes that refer or relate to grand theft and/or human trafficking, including but not limited to California Penal Code Section 236.1 and 18 U.S.C. section 1589 et seq., and any other laws, statutes and regulations relating to employment, employment discrimination, wage and hour

matters and claims, and employment termination. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

A general release does not extend to claims that 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 Released Party.

Plaintiffs understand and agree that the monies, benefits and any other consideration set forth in this Settlement Agreement to be paid to Plaintiffs include consideration (1) that Plaintiffs would not receive but for Plaintiffs' execution of this Agreement and the promises set forth herein and (2) to which Plaintiffs otherwise would not be, and are not, entitled and is in excess of any amounts owed for all services/work performed, any wages (disputed or otherwise), all accrued paid time off and/or any other benefits or payments. The Parties further acknowledge and agree that California Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.

This release does not apply to claims that cannot be released under this Settlement Agreement as a matter of law, including claims for unemployment insurance, workers' compensation claims, or administrative claims brought before any government body or agency. However, Plaintiffs understand and agree that they waive the right to any monetary award that may arise out of any such proceeding.

5.2.1. ADEA: Consideration/Rescission

Without limiting the scope of this Agreement in any way, Plaintiffs, to the extent they are age 40 or over, certify that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that Plaintiffs, or either of them, have or may claim to have under the Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act (29 USC Section 621, et seq.). Plaintiffs acknowledge that (a) the consideration provided pursuant to this Agreement is in addition to any consideration that they would otherwise be entitled to receive, that (b) that they have been and are hereby advised in writing to consult with an attorney prior to signing this Agreement, that (c) they have been provided a full and ample opportunity to study this Agreement, including a period of at least twenty-one (21) days within which to consider it, that (d) to the extent Plaintiffs, or either of them, take less than twenty-one (21) days to consider this Agreement prior to execution, Plaintiffs acknowledge that they have had sufficient time to consider this Agreement with their counsel, and that they expressly, voluntarily and knowingly waive any additional time, and that (e) they are aware of their right to revoke this Agreement at any time within a seven (7) day period following the date each of them execute the Agreement with respect to claims arising under the ADEA as amended by the Older Workers Benefit

Protection Act only. To be effective, rescission must be in writing and delivered to Defendant via registered mail, addressed to Defendant's counsel, Monte Grix, in the care of Hirschfeld Kraemer LLP, 233 Wilshire Boulevard, Suite 600, Santa Monica, CA 90401, within the applicable rescission period. If Plaintiffs or either of them revoke this Agreement, Defendant retains the right to revoke this Agreement, in its entirety, within ten (10) days of receipt via registered mail of notice of such revocation. Defendant further retains the right to the reimbursement and return of any and all monies paid under this Agreement upon any such revocation notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiffs agree to prepare and file an application or motion for approval of this Settlement. Plaintiffs shall provide a copy of the motion for approval of this Settlement to Defendant at least five (5) calendar days prior to filing for review and comment.

- 6.1. **Plaintiffs' Responsibilities.** Plaintiffs and PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)). PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement after the full execution of this Settlement Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Final Approval to the Settlement Administrator.

- 6.2. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Settlement Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

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

- 7.2 **Employer Identification Number.** The Settlement Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

- 7.3 **Qualified Settlement Fund.** The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury

Regulation section 468B-1.

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

8. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Settlement Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Costs amount, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9. **ADDITIONAL PROVISIONS.**

9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the original and Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action. The Settlement, this Settlement Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Complete Agreement. The Parties acknowledge and represent that this Settlement Agreement contains the complete and entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all

appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Settlement Agreement including any amendments to this Settlement Agreement.

- 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement to the extent the Court does not approve this Settlement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 9.5 No Prior Assignments. The Plaintiffs separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by them and each of them in this Settlement.
- 9.6 Modification of Agreement. This Settlement Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.7 Agreement Binding on Successors. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.8 Applicable Law. All terms and conditions of this Settlement Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.9 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Settlement Agreement relating to the confidentiality of information shall survive the execution of this Settlement Agreement.
- 9.10 Headings. The descriptive heading of any section or paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement Agreement.
- 9.11 Execution in Counterparts. This Settlement Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement.

- 9.12 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties arising out of that other Party's or Parties' breach of this Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
- 9.13 Severability and Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable. If any term or provision of this Settlement Agreement is thereafter held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.
- 9.14 Arm's Length Negotiations. The Parties have arrived at this Settlement Agreement after arm's length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the terms of this Settlement Agreement. This Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.
- 9.15 Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's length negotiations between the Parties, the Parties have contributed to the preparation of this Settlement Agreement. Accordingly, neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.
- 9.16 Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.
- 9.17 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on the Parties, subject to the terms and conditions hereof and the Court's approval, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF

Dated: 9/10/2024

Signed by:
Coleman, RayChell
RayChell Coleman

PLAINTIFF

Dated:

Yvette Savala

DEFENDANT

Dated:

San Joaquin Valley College, Inc.
By: Russell Lebo
Its: Chief Financial Officer

APPROVED AS TO FORM AND CONTENT

BRADLEY/GROMBACHER LLP

Dated:

By: Marcus J. Bradley
Attorneys for Plaintiffs RayChell Coleman and Yvette Savala

HIRSCHFELD KRAEMER LLP

Dated:

By: Monte K. Grix
Attorneys for Defendant San Joaquin Valley College, Inc.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

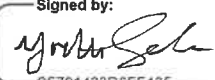
PLAINTIFF

Dated: _____

RayChell Coleman

PLAINTIFF

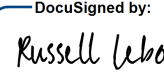
Dated: 9/9/2024 _____

Signed by:


Yvette Savala

DEFENDANT

Dated: 9/16/2024 | 3:04 PM PDT _____

DocuSigned by:


San Joaquin Valley College, Inc.
By: Russell Lebo
Its: Chief Financial Officer

APPROVED AS TO FORM AND CONTENT

BRADLEY/GROMBACHER LLP

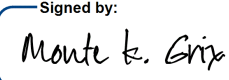
Dated: 9/13/24 _____

By: 

Marcus J. Bradley
Attorneys for Plaintiffs RayChell Coleman and Yvette Savala

HIRSCHFELD KRAEMER LLP

Dated: 9/16/2024 | 2:46 PM PDT _____

Signed by:


By: Monte K. Grix
Attorneys for Defendant San Joaquin Valley College, Inc.