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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

CHARLES CASTILLO and **DEIDRE
BEAN**, individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

HOLY NAMES UNIVERSITY, a California
Non-Profit Corporation,

Defendant.

CASE NO. HG21097245

**DECLARATION OF JULIAN HAMMOND IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 4, 2022
Time: 3:00 p.m.
Dept. 23; Hon. Brad Seligman
Reservation ID: 908281441192

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1 I, Julian Hammond, declare as follows:

2 **I. INTRODUCTION**

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

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

7 3. I am the principal of my own law firm HammondLaw, P.C. ("HammondLaw" or "Class
8 Counsel") and counsel for the named Plaintiffs Charles Castillo and Deidre Bean ("Plaintiffs") and three
9 settlement classes: (a) 377 "Part-time Faculty Class Members" who are current and former part-time
10 faculty employed by Holy Names University ("Defendant" or "HNU") in California at any time during
11 the period from April 16, 2017 through the date of preliminary approval (the "Class Period"); (b) 182
12 "Expense Reimbursement Class Members" who are current and former employees of Defendant in
13 California, other than Part-time Faculty Class Members, who were required to work from home at any
14 time during March 16, 2020 through the date of preliminary approval (the "Expense Reimbursement
15 Class Period") and allegedly did not receive proper expense reimbursement; and (c) 408 "General Class
16 Members" who are current and former employees of Defendant in California, , other than Part-time
17 Faculty Class Members, who received wage statements that allegedly did not include the beginning date
18 of each pay period from April 16, 2020 through the date of preliminary approval ("General Class
19 Period"). Part-time Faculty Class Members, Expense Reimbursement Class Members, and General Class
20 Members are collectively referred to as "Class Members" or "CMs."

21 4. Plaintiffs are committed to representing the interests of the Classes, do not have any
22 conflicts with any CM, and their interests are virtually coextensive with those of the CMs. The total
23 number of unique Class Members is 967.

24 5. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class
25 Action Settlement. A copy of the Class Action Settlement Agreement in this matter is attached as **Exhibit**
26 **1** hereto.

27 **II. ATTORNEY EXPERIENCE**

28 6. HammondLaw has been certified as Class Counsel or Co-Class Counsel in over 60 wage
and hour class actions, representing tens of thousands of employees, including in the Superior Courts for
the counties of Alameda, Los Angeles, Sacramento, San Diego, San Francisco, Solano, Santa Clara,
Monterey, San Joaquin, Placer, Orange, Contra Costa, San Bernardino, and in federal District Courts in
California in diversity jurisdiction cases based on state law, over the last ten years. Approximately half

1 of those cases (e.g. approximately 30) were brought on behalf of part-time faculty. Twenty-two of the
2 cases brought on behalf of part-time faculty have been finally approved. In addition, HammondLaw is
3 putative Class Counsel in at least 30 pending actions in California Superior Courts, and federal courts,
4 some of which have been tentatively settled and/or preliminarily approved by the Courts, and many of
5 which, like the present case, are brought on behalf of part-time instructors or adjunct professors. My
6 firm's resume is attached as **Exhibit 2**.

7 7. My firm's experience in the prosecution and resolution of wage and hour class actions,
8 and particularly wage and hour class actions on behalf of adjunct instructors, was a significant factor in
9 this case proceeding to early mediation and favorable settlement.

10 **III. OVERVIEW OF THE LITIGATION**

11 **A. Procedural History**

12 8. On April 16, 2021, Plaintiff Castillo filed this lawsuit in Alameda County Superior Court
13 alleging causes of action for Defendant's alleged (a) failure to issue accurate itemized wage statements
14 in violation of California Labor Code §§ 226(a), 226.2(a); (b) failure to reimburse business expenses in
15 violation of California Labor Code § 2802; and (c) unfair, unlawful, or fraudulent business practices in
16 violation of California Business & Professions Code §§ 17200 et seq. ("UCL"). Plaintiff Castillo
17 submitted a PAGA Notice to the LWDA and to Defendant on April 15, 2021, and Plaintiff Bean
18 submitted her PAGA Notice to the LWDA and to Defendant on June 7, 2021.

19 9. On August 6, 2021, Plaintiff Castillo filed a First Amended Complaint ("FAC") adding
20 Plaintiff Deidre Bean, and alleging additional causes of action against Defendant for (d) failure to pay
21 separately and hourly for nonproductive time and/or failure to pay wages for all hours worked in violation
22 of California Labor Code §§ 226.2, 1194, 1194.2 and IWC Wage Order No. 4-2001 ("Wage Order No.
23 4"), § 4; (e) failure to pay separately and hourly for rest breaks and/or failure to authorize and permit paid
24 rest breaks, and failure to pay missed rest break premium pay in violation of California Labor Code §§
25 226.2, 226.7, 1194 and Wage Order No. 4, §§ 4, 12; (f) failure to pay compensation due upon discharge
26 or separation from employment in violation of California Labor Code §§ 201-203; and (g) a claim for
27 Private Attorneys General Act, Labor Code § 2698 et seq. penalties based on the April 15 and June 7
28 PAGA Notices.

10. Specifically, Plaintiffs alleged that Part-time Faculty Class Members were non-exempt
employees because they were paid on a "piece-rate" basis i.e., a flat/ascertainable amount per course
taught, and also did not earn the minimum required to be exempt under Labor Code § 515(a) of two times
the state minimum wage for full time employment. Plaintiffs alleged that, as a result, HNU was required

1 to pay them separately from the course pay and hourly for non-productive time, including the time spent
2 working prior to the start of classes and the start of their contracts pursuant to Labor Code §§ 1194, 226.2
3 and Wage Order No. 4, § 4. Plaintiffs also alleged that as Part-time Faculty Class Members were non-
4 exempt piece rate employees, HNU was required pursuant to Labor Code §§ 226.2, 226.7 and Wage
5 Order No. 4, §§ 4, 12, but failed to pay separately and hourly for rest breaks and/or failed to authorize
6 and permit paid rest breaks, and failed to pay missed rest break premiums. As a result of unpaid
7 wage/premium pay violations, Plaintiffs asserted HNU owed them waiting time penalties under Labor
8 Code § 203 for failure to pay all wages due at the time of discharge, which occurs at the end of each
9 contract. Additionally, Plaintiffs asserted that HNU owed them waiting time penalties because they were
10 not paid on the date of discharge but only on the next regular scheduled payroll date. Finally, Plaintiffs
11 alleged that Defendant that required and/or expected them to work remotely from home during the Covid-
19 pandemic, and that they incurred home office business expected as a result, yet Defendant did not
reimburse them, in violation of California Labor Code § 2802.

12 11. In its Answer to the FAC, HNU generally denied all allegations, and raised affirmative
13 defenses, including that the claims were preempted by § 301 of the Labor Management Relations Act
14 and subject to arbitration; that Part-time Faculty CMs were exempt under Labor Code § 515.7; that Part-
15 time Faculty CMs were paid all wages due; that any violation was not knowing and willful as Defendant
16 acted in good faith and thus it was not liable for statutory penalties; that class members did not suffer
17 injury; that Part-time Faculty CMs were properly classified as exempt; and that any expenses incurred
18 were not necessary and/or exceeded reasonable and/or necessary amounts, and that Plaintiffs will not be
able to certify their classes.

19 **B. Discovery and Investigation**

20 12. After the parties agreed to mediate, Defendant produced key data and documents as part
21 of informal discovery including: (a) class sizes and number of aggrieved employees; (b) Plaintiffs'
22 personnel files; (c) course data for Fall 2016 through Fall 2021; (d) the Employee Handbook, Faculty
23 Handbook, and Faculty Guidebook; (e) academic calendars; (f) expense reimbursement policy; and (g)
an exemplar 2022 part-time faculty employment contract.

24 13. Plaintiffs' counsel conducted their own investigation and gathered additional documents
25 and information, including the CBA applicable to part-time faculty instructions (effective January 2018
26 to June 30, 2020), pre-Fall 2021 Part-Time Faculty Contracts, sample of wage statements, and other
27 documents including academic calendars, course schedules, and communications regarding HNU's
28

1 directive to its employees to work from home during the COVID-19 pandemic. In addition, Plaintiffs’
2 counsel conducted a survey of and interviewed many of the Part-time Faculty Class Members.

3 **Part-time Faculty Members’ Contracts and Pre-Contract Work**

4 14. From informal discovery, Plaintiffs ascertained that HNU employed CMs on a term-by-
5 term basis pursuant to uniform employment contracts (“Part-Time Faculty Contracts” or “Contracts”).
6 Up until Fall 2021, the Contracts had a defined “Contract Period,” which typically corresponded to the
7 first day of classes and the last day of the exam period, listed the number of units assigned, and
8 “Compensation for contract,” which was based on the number of units assigned to teach. Pay could be
9 “pro-rated” based on low enrollment, and the Contracts “do not confer preference or entitled to renewal
10 of part-time appointment...” Furthermore, Plaintiffs alleged that the Contracts contained an unlawful
11 provision requiring CMs to expressly agree to work prior to and/or beyond the Contract Period without
12 pay.

13 15. From documents produced, Plaintiffs also ascertained that while the Contracts began on
14 specific dates (*i.e.*, the first day of classes), HNU required Part-time Faculty to perform work prior to the
15 start of classes, including to prepare syllabi and other course materials, plan lectures, assignments, and
16 assessments, and generally prepare to teach their class before the start of classes. Prior to Fall 2021,
17 HNU did not require Part-time Faculty to track their hours worked, and the exemplar wage statements
18 did not include any entries for hours actually worked by Part-time Faculty.

19 16. As discussed below, in fall 2021 HNU reclassified Part-time Faculty as hourly non-
20 exempt and began tracking their hours worked. In Spring 2022, however, HNU adopted a new CBA and
21 reverted to paying Part-time Faculty on a piece-rate basis.

22 17. Based on the information produced by Defendant, Plaintiffs’ Counsel also calculated data
23 points necessary to evaluate their Part-time Faculty Class claims, including the class size, the total
24 number of courses taught during the Class Period, number of wage statements issued, the average hourly
25 rate paid and average daily rate, number of classes taught that were over 3.5 hours, and the total number
26 of days that Part-time Faculty CMs were allegedly paid late (*i.e.*, the total number of days between the
27 end of the Contract and last paycheck) during the waiting times penalties statutory period. Plaintiffs’
28 Counsel also learned and calculated necessary data points for the Expense Reimbursement Class claims,
including the class size, the date from which members of the class were required to work remotely, and
HNU’s reimbursement policy implemented in October 2021.

Class Members' Data

18. Plaintiffs analyzed the spreadsheets and data that Defendant provided, met and conferred with Defendant, and determined that HNU employed 377 Part-time Faculty CMs during the Class Period, 182 Expense Reimbursement CMs (other than Part-time Faculty CMs) during the Expense Reimbursement Class Period, and 408 General CMs (other than Part-time Faculty CMs) during the General Class Period.

19. From informal discovery, Plaintiffs determined that prior to fall 2021, Part-time Faculty CMs taught during approximately 1,572 terms and, based on interviews of Part-time Faculty CMs, spent approximately 15 hours per term on unpaid pre-contract work, including preparing syllabi, course materials, grading, and 10 hours per year on unpaid training. Plaintiffs estimated that after fall 2021 (and until fall 2022, i.e. the estimated date of preliminary approval), Part-time Faculty CMs taught during approximately 200 terms.

20. Plaintiffs determined that between April 2017 and fall 2021, Part-time Faculty CMs taught 9,289 classes that were longer than 3.5 hours, and between fall 2021 and fall 2022, Part-time Faculty CMs taught 2,322 such classes, and that they earned an average of \$35 per hour.

21. Plaintiffs further calculated based on information provided by Defendant, that HNU issued approximately 9,402 unlawful wage statements from one year prior to the filing of the Complaint through to fall 2021, and 2,600 potentially unlawful wage statements from spring 2022 to fall 2022, to the 263 Part-time Faculty CMs who worked during that period. In addition, HNU issued approximately 1,044 wage statements between April 16, 2020 and May 10, 2020, to 408 General CMs, that did not contain the beginning pay period date.

Remotely Work and Expense Reimbursement Claims

22. As discussed above, Plaintiffs alleged that HNU required and/or expected Expense Reimbursement Class Members to work remotely during the Covid-19 pandemic and related shutdowns.

23. Based on prior experience litigating similar claims, Plaintiffs' Counsel estimated that as a result of working from home, Expense Reimbursement Class Members incurred approximately \$45 per month in business related expenses that included the cost of home internet and cellular phone service.

HNU Revised Its Compensation System to Hourly in Fall 2021, and Returned to Per Course Compensation under a CBA in Spring 2022, and Implemented an Expense Reimbursement Policy

24. In fall 2021, HNU revised its compensation system with respect to Part-time Faculty CMs. HNU reclassified CMs as hourly non-exempt employees and changed their compensation from per

1 course/per unit to hourly. HNU also began tracking part-time faculty instructors' hours and including
2 entries for total hours worked and hourly rates on their wage statements. HNU also rolled out a new rest
3 policy applicable to CMs. In Spring 2022, however, HNU adopted a new CBA that added that the union
4 and the University agree that Part-Time Faculty are professional employees exempt under § 515.7, and
reverted to paying Part-time Faculty CMs on a "per course" basis.

5 25. In October 2021, HNU implemented an expense reimbursement policy pursuant to which
6 it began reimbursing Expense Reimbursement CMs \$10/month for internet and \$10/month for cellphone,
7 which was less than the \$45/month Plaintiffs estimated was incurred by them for business-related
8 expenses. Plaintiffs therefore asserted that the amount of reimbursement offered was not sufficient.

9 26. Finally, HNU corrected the wage statements after May 10, 2020 and ensured that they
10 included beginning, as well as end, dates of each pay period.

11 **Mediation**

12 27. On January 27, 2022, the Parties participated in a mediation session with Louis Marlin,
13 an experienced mediator who has mediated numerous wage-hour class and PAGA actions. Prior to the
14 mediation, the parties submitted detailed mediation briefs supported by documents obtained in informal
15 discovery. The parties reached an agreement in principle only after the mediator made a mediator's
16 proposal. The parties subsequently reached a final agreement which is memorialized in a formal
17 settlement agreement that is presented to the Court for approval.

18 28. The parties arrived at this Settlement through arms-length negotiations, taking into
19 account all relevant factors, present and potential. The Settlement is fair, reasonable, and adequate.

20 **C. Defendant's Major Defenses**

21 **CBA Arbitration/ LMRA Preemption Defense**

22 29. Defendant contended that Plaintiffs' class claims subject to arbitration under the CBA's
23 arbitration provision and that based on *Stolt-Nielsen, S.A. v. AnimalFeeds Int'l Corp.*, 130 S. Ct. 1758
24 (2010) Plaintiffs would have to arbitrate on an individual basis. As a condition of mediation, Defendant
25 reserved the right to compel arbitration if the mediation failed.

26 30. Plaintiffs argued, however, that they did not allege that HNU has violated the CBA and
27 that their claims do not constitute a "grievance" as defined in the CBA. The CBA defines "[a]n adjunct
28 faculty grievance" as "a claim by the adjunct faculty that HNU has violated term(s) of the Agreement
with respect to employment." Accordingly, Plaintiffs contended that their claims were not subject to
arbitration.

1 31. Defendant also contended that the Part-time Faculty Class claims were preempted by §
2 301 of the Labor Management Relations Act (“LMRA”) because their resolution would necessarily
3 dependent on the interpretation of the CBA and therefore are preempted under § 301 of the LMRA.
4 Plaintiffs, however, contended that resolution of their state-law claims does not require interpretation of
5 the CBA because the CBA makes no mention of wage statement requirements, expense reimbursement,
6 or payment upon discharge, or any other claim alleged in the Complaint, and therefore there is no
provision of the CBA that could be interpreted to resolve these claims.

7 32. If the parties litigated this point, however, the trial court would ultimately rule on whether
8 Plaintiffs’ claims were preempted, and the losing party would appeal to the appellate court, then to the
9 Supreme Court. This process would take years. In fact, a similar LMRA preemption issue is currently
10 on appeal in another class action filed on behalf of adjunct instructors in 2018, in which Plaintiffs’ counsel
is class counsel.

11 **Exemption Defense**

12 33. Defendant contends that Part-time Faculty are exempt under Labor Code § 515.7,
13 effective September 9, 2020, which requires that part-time adjuncts employees who meet the “duties test”
14 and the “salary test” are exempt from Labor Code §§ 226(a) and 1194. The “duties test” requires that
15 part-time adjuncts are primarily engaged in a profession requiring discretion and independent judgment.
16 IWC Wage Order 4-2001, § 1(c). The “salary test” is met under Labor Code § 515.7 if adjunct instructors
17 are paid “a salary” that is: (1) two times the state minimum wage for full time employment, or (2) a
18 minimum per classroom hour rate of \$117 per classroom hour in 2020, increasing to \$126 in 2021, \$135
19 in 2022, and for 2023 and thereafter, “a percentage increase to the rate” for 2022 pegged to the percentage
20 increase in the state minimum wage prescribed by statute (hereinafter the “classroom hour test”); or (2)
21 if employed under a CBA, the instructor is paid pursuant to a CBA and “the classification of employment
22 in a professional capacity is expressly included [in the CBA] in clear and unambiguous terms”
23 (hereinafter the “CBA test”). § 515.7(a)(2)(B), (C). The CBA, effective July 1, 2020 to June 30, 2024,
24 which covers “all Adjunct Faculty” provides that “all bargaining unit faculty employed and compensated
pursuant to the terms of this Agreement or its predecessor were and are classified as professional exempt
employees and were and are exempt under California Labor Code § 515.7.”

25 34. Plaintiffs argued that at no time have Part-time Faculty been paid a salary. Apart from Fall
26 2021 quarter, when Part-time Faculty were re-classified as exempt and paid hourly, HNU has paid its
27 adjunct instructors a flat, ascertainable amount per course taught, which is a form of a piece rate because
28 the more courses and credits an adjunct taught, the more s/he was paid. Additionally, Plaintiffs argued

1 that Part-time Faculty's piece rate compensation does not qualify as a salary because the term connotes
2 a "predetermined amount that is not subject to reduction based upon the quantity or quality of work."
3 *Negri v. Koning Assocs.*, 216 Cal. App. 4th 392, 399 (2013) (citing *Kettenring v. Los Angeles Unified*
4 *School Dist.*, 167 Cal. App. 4th 507, 513-14 (2008)). HNU, however, retains the right to cancel classes
5 if enrollment did not meet predetermined targets and adjunct instructors' compensation could be reduced
6 by HNU pursuant to its policy regarding compensation for adjunct faculty when courses are cancelled
7 and/or pro-rated due to low enrollment. These practices mean that adjunct instructors' pay is subject to
8 reduction based on quantity of work performed and, therefore, cannot be considered a salary. Thus,
9 because CMs are not paid a salary, they cannot meet the requirements of the professional exemption set
10 out in Labor Code § 515.7.

11 35. The issue of whether a compensation scheme like HNU's (i.e., per course pay where a
12 university reserves the right to reduce compensation based on low enrollment) constitutes a piece-rate or
13 a salary has never been decided by any California courts. While Plaintiffs believe that they have the
14 better position, they recognized some risk based on Defendant's defense in this case.

15 IV. PLAINTIFFS' DAMAGES ANALYSIS

16 36. Plaintiffs calculated HNU's maximum liability (before applying any discounts based on
17 merits defenses and the risk of non-certification) and potential realistic liability (after applying discounts)
18 as follows:

19 Inaccurate Wage Statements - Labor Code §§ 226(a), (e), 226.2

20 37. Plaintiffs contend that Part-time Faculty CMs, as non-exempt employees, were entitled to
21 wage statements that listed their total hours worked and applicable hourly rates pursuant to Labor Code
22 §§ 226(a)(2) and (a)(9). Moreover, as piece rate employees, Part-time Faculty CMs were entitled to wage
23 statements that included their piece rate, the number of pieces earned, and rest break and nonproductive
24 time information pursuant to Labor Code §§ 226(a) (3) and 226.2(a).

25 38. Prior to fall 2021, however, HNU did not track Part-time Faculty CMs' hours worked and
26 did not include on their wage statements any entries for hours actually worked or, accordingly, for
27 applicable hourly rates. Moreover, HNU did not provide any of the required piece rate information. In
28 the fall 2021, HNU briefly reclassified Part-time Faculty CMs as non-exempt hourly employees. After
fall 2021, HNU adopted a new CBA and reverted to paying Part-time Faculty CMs a flat sum of money
per course taught and no longer required Part-time Faculty CMs to track their hours worked.

39. Plaintiffs alleged that Defendant's practice with respect to the information included (and
omitted) on the wage statements was not a result of an unintentional payroll error, or clerical mistake,

1 but rather a result of Defendant's regular compensation policies and its policy of misclassifying Part-time
2 Faculty CMs as exempt. Indeed, HNU could not have met the § 226(a)(2) and (a)(9) requirements because
3 it did not track course-related time worked by Part-time Faculty CMs. As such, the violation of Labor
4 Code § 226(a) was knowing and intentional. *See Furry v. East Bay Publishing, LLC*, 30 Cal. App. 5th
5 1072, 1085 (2018). Plaintiffs also alleged that Part-time Faculty CMs suffered injury as a result within
6 the meaning of § 226(e)(2)(B), because they could not determine from the wage statements alone the
7 number of actual hours worked, or an applicable hourly rate.

8 40. Plaintiffs calculated Defendant's liability as follows: there are approximately 9,402 pay
9 periods from one year prior to the filing of the Complaint through to fall 2021, and approximately 2,600
10 pay periods after fall 2021 through the first few weeks of fall 2022. There were approximately 263 Part-
11 time Faculty CMs employed in that time-period, meaning that 263 of the violations were "initial" (\$50)
12 violations, and the remaining 11,739 violations were "subsequent" (\$100) violations. Thus, Plaintiffs
13 calculates statutory penalties as follows: $(263 \times \$50) + ((9,402 + 2,600 - 263) \times \$100) = \mathbf{\$1,187,050}$.

14 41. **Class Certification Discounts:** Plaintiffs applied a minimal 15% discount for class
15 certification because wage statement claims are particularly well-suited to class certification. *See Lubin*
16 *v. The Wackenhut Corp.*, 5 Cal. App. 5th 926 (2016); *see also Torres v. Air to Ground Services, Inc.*, 300
17 F.R.D. 386, 403 (C.D. Cal. 2014). Here, between April 2017 and fall 2021, Defendant issued uniform
18 wage statements to Part-time Faculty CMs that all failed to include the same information – hours and
19 hourly rates, which was a result of Defendant's common policy and practice of misclassifying Part-time
20 Faculty CMs as exempt and not tracking their hours worked. Defendant remedied its violation in fall
21 2021, but in Spring 2022 reverted to paying per course pursuant to its CBA and stopped tracking Part-
22 time Faculty CMs' hours. On the theory that the per course pay system does not constitute a salary,
23 Defendant's violation continued in Spring 2022. The 15% discount for the risk of non-certification
24 reduces Defendant's exposure to \$1,008,993.

25 42. **Merits Discounts:** Defendant contended that that Part-time Faculty CMs were properly
26 classified as exempt employees pursuant to Labor Code § 515.7, effective September 9, 2020. If
27 successful, this would reduce HNU's exposure significantly as Plaintiffs could only claim statutory
28 penalties from April 16, 2020 through September 9, 2020 i.e., less than 5 months, instead of the
approximately two-year period from April 16, 2020 to Fall 2021 and Spring 2022 to Fall 2022 based on
which Plaintiffs calculated statutory penalties of \$1,187,050. Plaintiffs also faced a small risk that a court
would find that only the initial \$50 penalty applied to each violation because HNU did not receive notice
that its wage statements were noncompliant. *Robinson v. Open Top Sightseeing San Francisco, LLC*, No.

1 14-cv-00852, 2018 U.S. Dist. LEXIS 24556, at *52-58 (N.D. Cal. Feb 14, 2018) (finding that only the
2 initial \$50 Labor Code § 226(e) penalty applied because nothing in the recorded showed defendant as
3 previously notified that its wage statements were noncompliant). In addition, Defendant in its Answer
4 asserted the defense that it acted in good faith and thus did not “knowingly and intentionally” fail to
5 provide compliant wage statements.¹ Plaintiffs applied a 50% reduction for these risks, thus reducing
6 Defendant’s exposure on this claim to **\$504,496**.

7 **Unpaid Wages Claim – Labor Code §§ 1194 and 226.2**

8 43. Plaintiffs alleged in their operative Complaint that Part-time Faculty CMs were employed
9 on a contract-by-contract basis between specific dates, as set out in their Contracts. Plaintiffs alleges that
10 the compensation set out in the contracts therefore only covered work performed during the specified
11 period. Those dates typically corresponded to the first and last day of classes, yet Part-time Faculty Class
12 Members performed work before and after classes, including to prepare course syllabi and submit final
13 grades. Plaintiffs also alleged that mandatory training that took place outside the contractual periods of
14 employment, was also unpaid.

15 44. Based on interviews of Part-time Faculty CMs, Plaintiffs estimate that Part-time Faculty
16 CMs spent on average 15 hours on work outside the Contract, and approximately 10 hours each year on
17 unpaid trainings (or approximately 0.83 hours per month). Based on the data provided by Defendant, we
18 calculated that Part-time Faculty Class Members taught during a total of approximately 1,572 terms (or
19 5,478 months) prior to fall 2021, and during approximately 200 terms (or 696 months) after fall 2021.
20 Accordingly, Plaintiffs calculated Defendant’s exposure on this claim as follows: $(15 \times \$14 \text{ (min wage)}) \times (1,572 + 200) + (0.83 \times \$14 \times (5,478 + 696)) = \mathbf{\$443,862}$ (excluding interest).

21 45. **Class Certification and Merits Discount:** Plaintiffs applied a 15% discount for the risk
22 of non-certification on the theory that the course compensation included activities performed before and
23 after the dates listed in the contract, on the theory that the amount of time each Part-time Faculty spent
24 on pre-Contract work and training would lead to individualized issues, and on the theory that
25 compensation after fall 2021 and including in spring 2022 and thereafter covered pre work. As to the
26 merits, Plaintiffs applied a further 40% discount for the risk that the Court would find that Plaintiffs’
27 calculation of exposure is overstated and that Part-time Faculty CMs were exempt as of September 9,
28

¹ Although this argument has been recognized by the federal district courts, it has been rejected by California state courts. *See, e.g., Kao v. Holiday*, 12 Cal. App. 5th 947, 962 (2017); *Furry v. East Bay Publishing, LLC*, 30 Cal. App. 5th 1072, 1085 (2018).

2020 pursuant to Labor Code § 515.7. Applying the certification and merits discount, for settlement purposes, HNU's realistic exposure on the unpaid wage claim is reduced to **\$226,370**.

Rest Break Claim – Labor Code §§ 226.2, 226.7

46. Plaintiffs allege that Defendant compensated Part-time Faculty on a piece-rate basis, and as such was required, but failed, to pay Part-time Faculty hourly and separately from the piece for the time spent on rest breaks pursuant to Labor Code § 226.2 (a)(1). Thus, Part-time Faculty who worked 3.5 hours or more (Lab. Code § 226.7) were entitled to hourly and separate pay for rest breaks. Even if not piece-rate, Plaintiffs allege Part-time Faculty were entitled to off-duty rest breaks because they were non-exempt. Plaintiffs believed that they could establish that Defendant did not pay hourly and separately for rest breaks in violation of Labor Code § 226.2, entitling Part-time Faculty to premium pay (at one hour of their average pay) for each unpaid rest break. *See Amaro v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB, 2016 U.S. Dist. LEXIS 112540, at *5 (E.D. Cal. Aug. 23, 2016).

47. As stated above, based on the course schedule provided by Defendant, Plaintiffs calculated that Part-time Faculty CMs taught approximately 9,200 class sessions between April 16, 2017 and fall 2021 that were 3.5 hours or longer, and an additional 2,784 class sessions² between fall 2021 and fall 2022. To calculate premium pay owed, Plaintiffs used an average hourly rate of \$35 based on average estimated pay over the course of the Class Period. Thus, Plaintiffs calculated exposure on this claim as **\$422,555**.

48. **Class Certification and Merits Discounts:** Plaintiffs applied a 10% discount for the risk of non-certification on the theory that even if Part-time Faculty were paid on a piece-rate basis before and after fall 2021, what was included in the piece-rate would depend on each Part-time Faculty CM's understanding of what the course rate covered, and individualized issues would predominate. As to Plaintiffs' claim that Part-time Faculty CMs were entitled to rest breaks as non-exempt employees but the nature of CMs employment and policies and/or practices of HNU impeded CMs from taking rest breaks, Defendant could have argued Plaintiffs would be unable to certify a class because individualized issues would predominate among putative class members, which would lead to individualized issues of why some CMs took rest breaks while others did not. Plaintiffs applied a 30% discount for this argument. Thus, Plaintiffs applied an overall discount of 20% for the risk of non-certification.

² 9,289/ 40 (months between April 2017 and fall 2021) = 230 classes of 3.5 or longer per month. Thus, during the approximately 10 months of classes between fall 2021 and fall 2022 (i.e., preliminary approval), Part-time Faculty CMs taught an additional 2,784 such classes.

49. As to the merits, Defendant contended Plaintiffs would lose on the merits because Part-time Faculty were properly classified as salaried non-exempt employees after September 9, 2020, and were not entitled to separate and hourly pay. Defendant could have also argued that on the theory that compensation was not a piece rate, that most Part-time Faculty CMs could have taken rest breaks if they wanted to because for each hour of classroom instruction students are given a 10-minute break. Plaintiffs applied a 30% discount based on these arguments. After applying discounts, for settlement purposes, Plaintiffs determined HNU's exposure on the rest break claim is **\$236,631**.

Waiting Time Penalties – Labor Code §§ 201-203

50. Plaintiffs allege that because Part-time Faculty were discharged on the last day of each term, upon completion of their Contract, yet were not issued final paycheck until after the end of the Contract because HNU followed its regular payroll practices. Plaintiffs estimate that the regular payroll date generally fell on average 3 days after the end of Contract date. Thus, Plaintiffs alleged that Part-time Faculty CMs were entitled to waiting time penalties under Labor Code § 203. As an alternative theory, Plaintiffs alleges that as a derivate result of HNU's failure to pay all wages owed, including rest break premiums, resulted in 30 days of waiting time penalties for Part-time Faculty CM who ceased teaching for Defendant.

51. Plaintiffs calculated Part-time Faculty CMs' average daily rate as \$305 by taking the average of Plaintiffs' course compensation divided by the number of days classes met in a given term. Plaintiffs estimate that Part-time Faculty CMs worked a total of 1,411 terms during the relevant period (i.e., three years prior to the filing of the Complaint) and that final wages were paid an average of 3 days late. Accordingly, on the theory that Part-time Faculty CMs were discharged at the end of each Contract, Plaintiffs calculated that waiting time penalties as **\$1,293,012** (1,411 contracts x \$305 daily rate x 3 days). On the alternative theory, Plaintiffs estimated that there were approximately 216 Part-time Faculty CMs whose employment terminated because they did not come back to teach for HNU during the relevant period. On this alternatively theory, Plaintiffs calculated exposure as **\$1,976,400** (216 former CMs x 30 days x \$305 daily rate). Taking the greater of the two exposures, Plaintiffs applied the following discounts.

52. **Class Certification Discount:** Plaintiffs applied a minimal 10% discount for the risk on class certification because their theory of liability rests on common legal and factual questions of what constitutes a discharge within the meaning of § 201, whether Contracts are agreements for a definitive period of time, what is the end date of the Contract, and whether late payment was willful. *See Rodman v. Safeway, Inc.*, No. 11-cv-03003-JST, 2014 U.S. Dist. LEXIS 314438, at *25 (N.D. Cal. Mar. 9, 2014)

1 (holding that “claims arising from interpretations of a form contract appear to present the classic case
2 for treatment as a class action”) (citing cases).

3 53. **Merits Discount:** Plaintiffs applied a further 50% discount on the merits because
4 Plaintiffs faced the following arguments: (1) there was no “discharge” at the end of each contract under
5 *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp. 2d 1169, 1176-77 (C.D. Cal. 2008)
6 , because the employment of the majority of Part-time Faculty continued from term to term; (2) on the
7 alternative theory, HNU had a good faith dispute that Class Members were properly classified as exempt
8 at least as of July 1, 2020, and were not owed any wages for non-teaching time or rest breaks, and (3)
9 HNU had a good faith dispute that there was not a discharge and/or no wages were due. The good faith
10 defenses could negate the willfulness requirement of Labor Code § 203. *See Barnhill v. Roberts Saunders*
11 *& Co.*, 125 Cal. App. 3d 1, 8-9 (1981) (an employer’s failure to pay wages is not “willful,” if the legal
12 duty to pay them was unclear at the time of the violation.); *see also* Cal. Code Regs., tit. 8, § 13520.

13 54. After applying discounts, for settlement purposes, Plaintiffs determined that HNU’s
14 exposure on the waiting time penalties claim is **\$889,380**.

15 **Part-time Faculty Unreimbursed Expenses Claim - Labor Code § 2802**

16 55. Plaintiffs alleged that from March 16, 2020 and continuing through most of 2021 and into
17 2022, HNU moved classes online and required all Part-time Faculty to work from home, but did not
18 reimburse their necessarily incurred home office expenses. As of October 9, 2021, HNU began
19 reimbursing CMs \$20 per month, but Plaintiffs conservatively estimate that they spent \$45 per month.
20 In addition, HNU retroactively reimbursed all current employees on October 9, 2021. According to the
21 information provided by Defendant, there were approximately 337 Part-time Faculty CMs who worked
22 7,270 months between March 16, 2020 and January 27, 2022. Plaintiffs estimates that of the 7,270
23 months, approximately 1,264 total months were after October 9, 2021, and 6,006 were before October 9,
24 2021. Thus, Plaintiffs calculated the unreimbursed expenses of Part-time Faculty CMs as 6,006 months
25 x \$45 + 1,264 x \$25 = **\$341,621**.

26 56. **Class Certification and Merits Discount:** Plaintiffs applied a 15% discount for class
27 certification based on the fact that there were varying practices with regard to expenses incurred by Part-
28 time Faculty CMs and whether those expenses were reasonable and whether Part-time Faculty CMs
requested any such reimbursements pursuant to HNU’s policies would lead to individualized issues. As
to the merits, Plaintiffs applied a further 40% discount based on the risk that the assumption that \$45 per
month as “reasonable” estimate of unreimbursed expenses might be reduced. For example, Defendant
could have argued that given the part-time nature of instructor’s employment, a much smaller percentage

of their home office expenses should be reimbursed, and that some of the expenses claimed were not necessary. This reduced realistic damages to **\$174,227**.

Part-time Faculty CMs' Maximum and Realistic Exposure

57. Plaintiffs calculated maximum damages (excluding interest and PAGA penalties) for the Part-time Faculty Class as **\$4,371,488** and realistic exposure, before applying a discount based on the arbitration and federal preemption defense, as \$2,031,103.

58. Plaintiffs applied a final 50% discount to the realistic exposure for the risk that if the case did not settle, Plaintiffs' claims would be found to be preempted by the LMRA and/or must be arbitrated per the terms of the CBA, which reduced Defendant's *realistic* exposure to **\$1,015,552**. The \$713,125 of the Gross Settlement Amount allocated to the Part-time Faculty CMs represents approximately 16% of HNU's maximum exposure, and 70% of HNU's realistic exposure (excluding interest and PAGA penalties). The average recovery per Part-time Faculty CMs is \$1,892 gross,³ and \$1,057 net.⁴ This is an excellent result given that Part-time Faculty CMs worked part-time and taught only a few hours each week, Defendant remedied most of its violations in fall 2021, and had strong defenses that could bar recovery both before and after September 2020. A summary of Plaintiffs' calculations of maximum damages and realistic exposure is as follows:

Labor Code Section	Maximum Damages	Realistic Exposure
Wage Statements (§§ 226(a), (e))	\$1,173,900	\$504,496
Unpaid Wages (§§ 226.2 / 1194)	\$422,555	\$236,631
Rest Breaks (§ 226.7)	\$422,555	\$236,631
Waiting Time Penalties (§ 203)	\$1,976,400	\$889,380
Unreimbursed Expenses (§ 2802)	\$341,621	\$174,227
Total	\$4,371,488	\$2,031,103
50% arbitration/federal arbitration defense		\$1,015,552

Expense Reimbursement Class Claims (Lab. Code § 2802):

59. Plaintiffs alleged that, as a result of the COVID-19 pandemic and the state of emergency

³ \$712,125/ 377 Class Members

⁴ \$488,750/ 377 Class Members

declared in California, on or about March 16, 2020, HNU moved classes online and required all other (non-faculty) employees to work from home. Starting October 9, 2021, Defendant began reimbursing Expense Reimbursement CMs \$20/month for business-related expenses. Additionally, HNU retroactively reimbursed all current employees on October 9, 2021.

60. Plaintiffs calculated Defendant's potential liability for unreimbursed business expenses as follows: According to the information provided by Defendant, Plaintiff estimates that approximately 182 Expense Reimbursement CMs (i.e., employees other than Part-time Faculty CMs) worked remotely after March 16, 2020. They worked approximately 5,038 total months between March 16, 2020 and January 27, 2022. Plaintiffs estimate that approximately 4,162 of those months were worked before October 9, 2020 and the rest (876) were worked after. Thus, Plaintiffs calculated exposure to Labor Code § 2802 claim of Expense Reimbursement CMs as follows: $(4,162 \times \$45) + (876 \times \$25) = \text{\$209,190}$.

61. **Class Certification/Merits Discounts:** Plaintiffs applied a 15% discount for class certification based on the fact that there were varying practices with regard to expenses incurred by Expense Reimbursement CMs and whether those expenses were reasonable would lead to individualized issues. As to the merits, Plaintiffs applied a further 20% discount based on the risk that the assumption that \$45 per month as "reasonable" estimate of unreimbursed expenses might be reduced. For example, Defendant could have argued that some of the expenses claimed were not necessary. This reduced realistic damages to **\\$142,249**.

Labor Code Section	Maximum Damages	Realistic Exposure
ER Class (§ 2802)	\$209,190	\$142,249

62. The \$135,625 of the GSA (approximately 15.5% of the GSA) allocated to the Expense Reimbursement CMs represents 65% of HNU's maximum exposure, and 95% of HNU's realistic exposure (excluding interest and PAGA penalties). The average recovery per Expense Reimbursement CM also worked out to be approximately \$745.19 gross⁵ and \$416.24 net,⁶ which is an excellent result for the Expense Reimbursement CMs who as of October 2021 began receiving \$20/month in expense reimbursement and returned to work in person in 2022.

⁵ \$135,625 / 182 employees

⁶ \$75,756.25 / 182 employees

General Class Claims: Inaccurate Wage Statements – Labor Code § 226(a)(6):

63. Labor Code § 226(a)(6) requires an employer to include on each wage statement “the inclusive dates of the period for which the employee is paid.” From April 16, 2020 to May 10, 2020, HNU issued wage statements to 408 General CMs that did not contain the beginning pay period date.

64. Plaintiffs calculated Defendant’s liability as follows: there are 2 pay periods with wage statements that did not contain the required information during the General Class Period. There were approximately 408 CMs employed in that time-period, meaning that 408 of the violations were “initial” (\$50) violations, and 408 violations were “subsequent” (\$100). Thus, Plaintiffs calculates statutory penalties as follows: $(408 \times \$50) + (408 \times \$100) = \$61,200$.

65. **Class Certification and Merits Discount:** Plaintiffs applied a minimal 10% discount for class certification because wage statement claims are particularly well-suited to class certification. *See Lubin v. The Wackenhut Corp.*, 5 Cal. App. 5th 926 (2016); *see also Torres v. Air to Ground Services, Inc.*, 300 F.R.D. 386, 403 (C.D. Cal. 2014). As to the merits, Defendant could have claimed that Plaintiffs could only be entitled to an initial \$50 penalty per violation as HNU was not on notice of its violation. HNU could have also argued that the violation was technical and inadvertent and thus was not “knowing and intentional.” Plaintiffs, on the other hand, believe that they would only need to show that HNU knew that it provided wage statements that did not have the beginning pay periods dates to be entitled to statutory penalties. *Furry*, 30 Cal. App. 5th at 1085. Based on Defendant’s actual and potential arguments, Plaintiffs applied a 25% discount on the merits. Accordingly, Plaintiffs calculated Defendant’s realistic exposure as **\$41,310**.

Labor Code Section	Maximum Damages	Realistic Exposure
General Class (§ 226(a)(6))	\$61,200	\$41,310

66. The \$26,250 of the GSA (approximately 3% of the GSA), allocated to the General Class represents approximately 43% of HNU’s maximum exposure, and 64% of HNU’s realistic exposure (excluding interest and PAGA penalties). Each General CM will receive approximately \$64.34 gross⁷ and \$35.94 net.⁸ This is a robust result for the General CMs who suffered a technical violation that HNU has since rectified.

⁷ \$26,250/ 408 employees

⁸ \$14,662 / 408 employees

PAGA Allocation is Fair and Reasonable

67. Plaintiffs calculate that 263 Part-time Faculty CMs worked 9,402 pay periods during the PAGA Period until fall 2021 and 2,600 pay periods after fall 2021; 182 Expense Reimbursement CMs worked 5,038 pay periods through to January 27, 2022; and 408 General CMs worked 816 pay periods with a violation. Thus, there were a total of 15,256 (9,402+5,038, + 816) pay periods with violations during the PAGA Period. Calculated at the initial \$100 penalty, the total potential PAGA penalties are **\$1,525,600**.

68. The \$30,000 allocated to PAGA penalties represents approximately 2% of Defendant's exposure to PAGA penalties, which is fair and reasonable. First, HNU revised its policies at issue in this lawsuit to bring them into compliance with the Labor Code. HNU revised its compensation policy at issue in this lawsuit by reclassifying its part-time faculty as hourly non-exempt, and then by adopting a new CBA and paying its adjunct faculty pursuant to the CBA, a system which Defendant vigorously argued is in compliance with Labor Code § 515.7 requirements – a position which Plaintiffs recognize has potential merit. HNU also began reimbursing at least some business expenses and retroactively reimbursed all current employees on October 9, 2021, and fixed its wage statements to make them compliant, thus fulfilling the purpose of PAGA which is to 'remediate present violations and deter future ones,' not to redress employees' injuries." *Kim v. Reins International California, Inc.*, 9 Cal. 5th 73, 86 (2020); *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (2016) (significant reduction to PAGA penalties appropriate because the law was not clear and there was thus no deliberate violation). Indeed, in an *Amicus Curiae* Brief filed June 16, 2017 in *Steven Price v. Uber Technologies*, No. BC554512 (Los Angeles Cnty. Super. Ct.), the Labor Commissioner stated that the main purpose of PAGA penalties is "in helping the Labor Commissioner discharge her mandate to: vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions or for employers that have not secured the payment of compensation, and to protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards. Cal. Labor Code §90.5(a)." In light of these changes, the Court would likely reduce any award of PAGA penalties as "unjust, arbitrary and oppressive, or confiscatory" under Labor Code § 2699(i).

69. Second, the overall settlement resulted in robust relief of \$1,892 gross, and \$1,057 net per CM, \$745 gross and \$416 net per Expense Reimbursement CM, and \$64 gross and \$36 net per General CM, which is what courts look at when assessing amount attributed to PAGA penalties. *See O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. Aug. 18, 2016) (where settlement for the

1 class claims is robust, the purpose of PAGA may be fulfilled because by providing fair compensation to
2 class members, the settlement has a deterrent effect on defendant and other employers, thus fulfilling the
3 purpose of PAGA). In *Gola v. University of San Francisco*, a recent case brought by Plaintiffs' Counsel
4 on behalf of adjunct instructors, the court found that substantial monetary relief in form of statutory
5 penalties under § 226(e) (and fees and costs plaintiff would seek) acted as a sufficient punishment and
6 deterrent, and awarded only 15% of the full PAGA penalties, in a case where defendant did not have a
7 good faith defense and did not change its practices to comply after the lawsuit was filed.

8 70. Third, Defendant contended that Plaintiffs' claims for PAGA Penalties would fail for the
9 same reasons the underlying Labor Code claims would fail.

10 71. Fourth, although class certification requirements do not apply to PAGA claims, "such
11 claims can be stricken if they are found to be 'unmanageable,'" and because only CMs who actually
12 incurred unpaid wages, unpaid premium pay, or unreimbursed expenses during a particular pay period
13 could recover PAGA penalties for those violations, Defendant could have disputed that there is a
14 manageable way to determine who was entitled to such penalties. *See, e.g., Raphael v. Tesoro Ref &*
15 *Mktg. Co.*, No. 2:15-cv-02862-ODW, 2015 U.S. Dist. LEXIS 130532, at *5 (C.D. Cal. Sept. 25, 2015).

16 72. Finally, Plaintiffs' allocation of 2% of the maximum value of PAGA Penalties is
17 comparable to PAGA allocations in similar cases that received final approval including *Mooiman et al.*
18 *v. Saint Mary's College of California*, No. C19-02092 (Contra Costa Cnty. Super. Ct. June 10, 2021)
19 (finally approving \$30,000 carve out for PAGA Penalties, representing 1% of the maximum \$649,200 in
20 PAGA penalties, where "the record indicates that defendant changed many of the policies at issue before
21 the action was brought, that there is a substantial monetary award which in part serves the deterrent
22 function of a penalty, and that defendant had some arguments of "good faith," that would mitigate
23 penalties"); *Parsons v. La Sierra University*, Case No. CVRI2000104 (Riverside County Superior Court)
24 (May 19, 2022) (finally approving \$15,000 allocated to PAGA penalties representing 2% of Defendant's
25 total exposure to PAGA penalties of \$737,000); *Sweetland-Gil v University of the Pacific*, Case No. STK-
26 CV-UOE-2019-0014682 (San Joaquin County Superior Court) (March 4, 2022) (finally approving
27 \$30,000 allocated to PAGA penalties representing 1.6% of Defendant's total exposure to PAGA penalties
28 of \$1,517,700); *Solis et al. v Concordia University Irvine*, Case No. 30-2019- 01114998-CU-OE-CXC
(Orange County Superior Court) (February 3, 2022) (finally approving a PAGA allocation of \$20,000,
representing 2% of the maximum \$972,700 in PAGA penalties); *Pillow et al. v. Pepperdine University*,
Case No. 19STCV33162 (Los Angeles Superior Court)(July 28, 2021) (finally approving PAGA
allocation of \$15,000, representing 1% of the maximum \$1,619,200 in PAGA penalties); *Moore et al v*

1 *Notre Dame De Namur University*, Case No. 19-CIV-04765 (San Mateo County Superior Court) (July 1,
2 2021) (finally approving PAGA allocation in the amount of \$12,000, representing 1.9% of the maximum
3 \$631,300 in PAGA penalties); *Morse v Fresno Pacific University*, Case No. 19-CV-04350 (Merced
4 County Superior Court) (April 6, 2021)(finally approving \$30,000 PAGA allocation, representing 2% of
5 maximum \$1,194,800 in PAGA penalties); and *Harris-Foster v. University of Phoenix*, Case No.
6 RG19019028 (Alameda County Superior Court) (March 17, 2021) (finally approving \$50,000 PAGA
allocation, representing 1.5% of maximum \$3,173,200 in PAGA penalties).

7 **V. FAIRNESS, ADEQUACY, AND REASONABLENESS OF SETTLEMENT**

8 73. Based on my experience with similar class actions and my investigation, research, and
9 knowledge of the specific facts and legal issues in this case, I believe that the Settlement is fair, adequate,
10 reasonable, and appropriate. This conclusion is based on my knowledge of the strength and weaknesses
11 of the claims asserted by Plaintiffs, Defendant's defenses including federal preemption and arbitration,
and the typical risks associated with class action litigation.

12 74. Plaintiffs' attorneys calculated Defendant's maximum exposure on all Class claims as
13 \$4,641,878 (excluding interest and PAGA penalties). Before discounts, the Gross Settlement of \$875,000
14 represents 19% of the maximum exposure (excluding interest and PAGA). The Gross Settlement
15 represents 73% of the realistic exposure. This is, in my experience, an excellent percentage for a
settlement in light of the risks posed by continued litigation.⁹

16 75. As set out above in paragraphs 58, 62, 66, the allocations of the Gross Settlement to each
17 class's claims represent appropriate percentages of the maximum and realistic exposures, as follows:

18

	GSA Allocation	Max Exposure	% Max	Realistic Exposure	% Realistic
19 Faculty CMs	\$713,125	\$4,371,488	16%	\$1,015,552	70%
20 Expense CMs	\$135,625	\$209,190	65%	\$142,249	95%
21 General CMs	\$26,250	\$61,200	43%	\$43,110	61%
22 Totals	\$875,000	\$4,641,878	19%	\$1,200,911	73%

23 76. Given the substantial relief obtained for the Class, and the certainty of receiving a
24 settlement payment now rather than years of uncertainty, the Settlement clearly meets the criteria for
25 preliminary approval, in my opinion.

26
27
28 ⁹ The Net Settlement Amount will total approximately \$488,750.

1 **VI. THE RISKS, EXPENSE, COMPLEXITY AND LIKELY DURATION SETTLEMENT**
2 **AVOID RISKS AND EXPENSE OF FURTHER LITIGATION, INCLUDING APPEALS**

3 77. If the parties continued to litigate this case, Plaintiffs would have to clear hurdles including
4 a motion to compel arbitration and a motion on the issue of LMRA preemption, other pre-trial dispositive
5 motions, and class certification. Whichever claims cleared that hurdle would potentially face pre-trial
6 dispositive motions, and whichever claims cleared that hurdle would face trial. Regardless of the outcome
7 at trial, the losing party would likely appeal, given that some of the central legal issues in this case have
8 not been conclusively addressed by an appellate court. This process would take years to resolve.
9 Plaintiffs' Counsel has been litigating a case on behalf of University of San Francisco's adjunct
10 instructors for over four years, which is still ongoing, and an appeal on the issues of statutory penalties
11 pursuant to Labor Code § 226(e) and LMRA preemptions – similar to the issues involved in this case –
is pending. Instead, this settlement provides an early resolution of a dispute, and CMs will recover in the
relatively near future if the settlement is finally approved.

12 78. The settlement avoids these risks associated with the complexities of this litigation.
13 Instead, this settlement provides an early resolution of a dispute, and all Class Members will obtain a
14 recovery in the relatively near future if the settlement is finally approved. Based on the foregoing, I
15 consider this settlement to be fair, reasonable and adequate, and an overall excellent result.

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

17 79. The Settlement Agreement provides that Defendant will not oppose a request for
18 attorney's fees of up to 35% of the Gross Settlement (i.e., \$306,250). This is fair, reasonable and adequate
19 to compensate Class Counsel for the substantial work they have already done to prosecute this Action,
20 the risk they assumed to agree to take the case in the first place, the great expense spared to the Class by
21 Class Counsel having achieved a successful resolution, and the continued time and expense that Class
Counsel will incur by administering the fair distribution of the settlement fund should this Court grant
the settlement's approval.

22 80. Class Counsel agreed to represent Plaintiffs on behalf of the putative Class on a
23 contingency basis, and further agreed to advance all litigation costs. Our significant financial outlays
24 would have been entirely lost if the case were not won, and the amount of Class Counsel's time that
25 would have remained uncompensated in that event would have been substantial. Class Counsel also took
26 on this case despite the known risks associated with Plaintiffs' class allegations as described above,
27 particular the risk of the case being compelled to individual arbitration and/or barred by federal
28 preemption, and the unpredictable risks that are common to most complex employment class actions that

1 develop only over the course of the litigation. Class Counsel was able to obtain a very favorable
2 settlement for the Class.

3 81. Our firm has spent significant time litigating this case, including interviewing the named
4 Plaintiffs, conducting a survey of and interviewing other putative Class Members, reviewing documents
5 provided by Plaintiffs prior to and after case initiation and information obtained by our firm through our
6 own research, filing a detailed complaint, engaging in extensive informal discovery, analyzing
7 voluminous data produced by HNU, drafting a detailed mediation brief, attending a full-day mediation,
8 engaging in settlement negotiations for nearly two months following the mediation and negotiating the
9 settlement, drafting the preliminary approval papers; and planning and strategizing throughout the case.
10 Further, we will spend many additional hours obtaining preliminary approval; overseeing the notice
11 process; answering calls and questions from Class Members; preparing the final approval papers;
12 attending the final approval hearing; and overseeing the distribution of the settlement funds.

13 82. The Settlement Agreement's award of litigation costs of up to \$20,000 is intended for
14 commonly reimbursed out-of-pocket cost incurred by my firm, including filing and process-serving fees,
15 expenses related to court appearances, copying, legal and other research charges, and the professional
16 fees paid to Louis Marlin for a full-day mediation session, which was instrumental to reaching the
17 Settlement.

18 83. If the Court grants Preliminary Approval and authorizes the dissemination of notice of the
19 settlement to the class, Class Counsel anticipates filing a Motion for Attorneys' Fees and Costs and
20 Service Awards for Class Representatives that will be scheduled to be heard concurrently with the Motion
21 for Final Approval.

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

24 **VIII. PLAINTIFFS' SERVICE AWARDS**

25 85. The request for a Service Award of \$5,000 to each Plaintiff is reasonable and fair. The
26 Service Awards are intended to compensate Plaintiffs for their critical roles in this case and the substantial
27 time, effort, and risks they undertook in helping secure the result obtained on behalf of the Settlement
28 Classes. In agreeing to serve as class representatives, Plaintiffs formally agreed to accept the
responsibility of representing the interests of all Class Members. They collected and provided documents
and diligently assisted Class Counsel in the investigation for the case and in seeking informal discovery.
Plaintiffs' participation and assistance were critical to the success of this litigation and the enforcement
of Labor Code protections. Without Plaintiffs' commitment to come forward and serve as Class

1 Representatives in prosecuting this lawsuit, this litigation, which enforces the protections of the Labor
2 Code, would not have been brought. Significantly, the named Plaintiffs are granting Defendant a general
3 release of all claims, which is far broader than the release being given by the members of the Class.
4 Finally, none of the Plaintiffs' claims are antagonistic to the interests of the class. Defendant does not
5 oppose this request.

6 **IX. CY PRES BENEFICIARY**

7 86. Subject to Court approval, Bay Area Legal Aid ("BALA") as the *cy pres* beneficiary and
8 recipient of funds associated with any uncashed checks. SA § 14.2. BALA is a non-profit organization
9 that provides access to the civil justice system to clients that are low-income, non-English speaking,
10 and/or disabled.

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

14 **X. SETTLEMENT ADMINISTRATOR**

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

19 I declare under penalty of perjury under the laws of the United States and the State of California
20 that the foregoing is true and correct. Executed on September 9, 2022.

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Julian Hammond

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

This Class and Representative Action Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into between, on the one hand, Plaintiffs Charles Castillo and Deidre Bean (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class (as defined below), by and through HammondLaw, P.C. (“Class Counsel”), and, on the other hand, Defendant Holy Names University (“Defendant” or “HNU”) subject to the approval of the Court, as provided below. This Settlement Agreement is intended by Plaintiffs and Defendant 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: *Charles Castillo and Deidre Bean v. Holy Name University*, Case No. HG21097245, in the Superior Court of California, Alameda County.

1.2. “Adjunct Aggrieved Employees” means all current and former part-time faculty members employed by Defendant in California at any time during the period from April 15, 2020 through the date of Preliminary Approval of the settlement.

1.3. “Aggrieved Employees” means all current and former non-exempt employees employed by Defendant in California at any time during the period from April 15, 2020 through the date of Preliminary Approval of the settlement.

1.4. “Class” or “Class Member(s)” refers collectively to all Part-time Faculty Class Members, General Class Members, and Expense Reimbursement Class Members, defined as follows:

1.4.1. “General Class Members” refers to all current and former individuals, other than Part-time Faculty Class Members, employed by Defendant in California during the General Class Period who received wage statement(s) that did not include the beginning date of each pay period.

1.4.2. “Part-time Faculty Class Members” refers to all current and former part-time faculty employed by Defendant in California during the Class Period.

1.4.3. “Expense Reimbursement Class Members” refers to all current and former

1 individuals employed by Defendant in California, except for Part-time Faculty Class Members, who
2 were required to work from home during the COVID-19 pandemic and related declared state of
3 emergency and allegedly did not receive proper expense reimbursement during the Expense
4 Reimbursement Class Period.

5 1.5. "Class Counsel" refers to the attorneys of record for the Class Representatives, *i.e.*,
6 HammondLaw, P.C.

7 1.6. "Class Notice" refers to the form of direct-mail notice to Class Members pursuant to
8 California Rules of Court Rule 3.769(f) substantially in the form attached as "**Exhibit A**," as may be
9 modified by the Court.

10 1.7. "Class Representatives" refers to Plaintiffs Charles Castillo and Deidre Bean.

11 1.8. "Complaint" refers to the First Amended Complaint filed in this Action on or about
12 August 6, 2021 entitled: *Charles Castillo and Deidre Bean v. Holy Name University*, Case No.
13 HG21097245, in the Superior Court of California, Alameda County.

14 1.9. "Court" refers to the Superior Court of California for Alameda County.

15 1.10. "Defendant's Counsel" shall mean Fisher & Phillips LLP, One Embarcadero Center,
16 Suite 2050, San Francisco, California, 94111, and the attorneys in such firm including Jason A. Geller
17 and Andrew E. Saxon.

18 1.11. "Final Approval Hearing" refers to the hearing at which the Court will make a final
19 determination whether the terms of the Settlement are fair, reasonable, and adequate for the Class and
20 meet all applicable requirements for approval, pursuant to California Rules of Court Rule 3.769.

21 1.12. "Final Approval Order and Judgment" refers to the final order by the Court approving
22 the Settlement following the Final Approval Hearing and entering final judgment pursuant to
23 California Rules of Court Rule 3.769.

24 1.13. "Effective Date" refers to the date the Final Approval Order and Judgment is signed if
25 no objections to the Settlement are filed. If objections are filed and overruled, then the Effective Date
26 is 65 days following date the Final Approval Order and Judgment is signed. If an appeal is taken from
27 the Final Approval Order and Judgment, then the Effective Date will be ten (10) business days after the
28 appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

1.14. "Gross Settlement Amount" (also referred to herein as "GSA") refers to the maximum settlement payment Defendant shall pay as a consequence of this Settlement, which is Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00). The GSA includes Class Counsel's attorneys' fees, Class Counsel's litigation costs, Service Award to the Class Representatives, Settlement Administration Costs, the PAGA Penalties payment to the LWDA and to the Adjunct Aggrieved Employees and Aggrieved Employees, and the Net Settlement Amount from which payments to the Settlement Class will be made. This Settlement is non-reversionary and none of the GSA shall revert to Defendant. The GSA does not include employer-side payroll taxes on the amounts paid to Settlement Class Members as wages, which Defendant shall be responsible for paying separately to the Settlement Administrator. The Settlement Administrator shall advise Defendant as to any amounts Defendant will be required to pay for its respective portion of any payroll taxes, deductions, contributions and other amounts required to be paid to government agencies and/or tax authorities as a result of this Settlement, if any exist.

1.15. "Net Settlement Amount" (also referred to herein as "NSA") is the GSA minus Court-approved attorneys' fees and litigation costs, Settlement Administration Costs, Service Awards to the Class Representatives, and PAGA Penalties. The NSA is the maximum amount that will be available for distribution to Settlement Class Members.

1.16. "PAGA Penalties" refers to the Thirty Thousand Dollars (\$30,000.00) allocated to Plaintiffs' PAGA claims to be paid as follows: 75% of the PAGA Penalties shall be paid to the LWDA; and 25% shall be paid to the aggrieved employees. Such penalties will be disbursed to all aggrieved employees even if they opt out of the class settlement.

1.17. "Parties" are Plaintiffs and Defendant.

1.18. "Preliminary Approval" shall mean an order of the Court preliminary approving this Settlement pursuant to California Rules of Court Rule 3.769, granting conditional class certification for purposes of the class administration procedures, certifying Class Counsel, approving the form of the Class Notice, establishing class administration procedures, and scheduling a final approval hearing.

1.19. "Released Claims" are those claims defined in Section 16.

1.20. "Released Parties" include Defendant, its parents, subsidiaries, affiliates, insurers,

1 related entities and divisions, and its and their respective (i) predecessors, successors, and assigns, and
2 (ii) current and former trustees, agents, executors, administrators, principals, officers, directors,
3 employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any
4 of them.

5 1.21. "Resolution Periods" refers to the following periods:

6 1.21.1. "Class Period" means the period from April 16, 2017, through the date of
7 Preliminary Approval."

8 1.21.2. "General Class Period" means the period from April 16, 2020 through the date
9 of Preliminary Approval.

10 1.21.3. "Expense Reimbursement Class Period" means the period from March 16, 2020
11 through the date of Preliminary Approval.

12 1.21.4. "PAGA Period" means the period from April 16, 2020 through the date of
13 Preliminary Approval.

14 1.22. "Request for Exclusion" refers to a request to be excluded from the Settlement, which
15 must be made in writing in conformity with the requirements set forth in the Class Notice, as well as
16 the Court's order granting Preliminary Approval, and mailed to the Administrator and postmarked on
or before the Response Deadline.

17 1.23. "Response Deadline" is forty-five (45) calendar days after the date that the Class Notice
18 is mailed to Class Members, and is the deadline by which Class Members' Requests for Exclusion,
19 disputes regarding Settlement Payments, and/or objections must be postmarked in order to be timely.
20 In the event more than 15% of the Class Members opt out of the Settlement, Defendant shall have the
21 right to void the Settlement. Neither Party nor their counsel shall encourage any Class Member to opt
22 out of the Settlement.

23 1.24. "Service Awards" refers to a monetary award to each Plaintiff, in an amount not to
24 exceed Five Thousand Dollars (\$5,000.00) each, or other amount as approved by the Court, for his or
25 her service as a Class Representative as described in Section 7, below, to be paid for from the Gross
26 Settlement Amount, subject to approval by the Court as described below.

27 1.25. "Settlement Administrator" refers to a third-party settlement administrator to be
28

1 mutually selected by the Parties, subject to approval by the Court, to perform the notice, claims
2 administration, and distribution functions further described in this Settlement Agreement.

3 1.26. "Settlement Administration Costs" refers to the cost of paying the Settlement
4 Administrator. This cost will be paid out of the GSA, in an amount estimated to be not more than
5 Twenty Thousand Dollars (\$20,000.00).

6 1.27. "Settlement Class" or "Settlement Class Member" refers to Class Members who do not
7 request exclusion from the Settlement.

8 1.28. "Settlement Payment" refers to the amount paid to each Settlement Class Member.

9 **2. Procedural History and Recitals.**

10 2.1. On April 16, 2021, Plaintiff Castillo filed this lawsuit in Alameda County Superior
11 Court. On August 6, 2021, Plaintiff Castillo filed a First Amended Complaint adding Plaintiff Deidre
12 Bean, and alleging causes of action against Defendant for (1) failure to pay separately and hourly for
13 nonproductive time and/or failure to pay wages for all hours worked in violation of California Labor
14 Code §§ 226.2, 1194, 1194.2 and IWC Wage Order No. 4-2001, § 4; (2) failure to pay separately and
15 hourly for rest breaks and/or failure to authorize and permit paid rest breaks, and failure to pay missed
16 rest break premium pay in violation of California Labor Code §§ 226.2, 226.7, 1194 and IWC Wage
17 Order No. 4-2001, §§ 4, 12; (3) failure to issue accurate itemized wage statements in violation of
18 California Labor Code §§ 226(a), 226.2(a); (4) failure to pay compensation due upon discharge or
19 separation from employment in violation of California Labor Code §§ 201-203; (5) failure to
20 reimburse business expenses in violation of California Labor Code § 2802; (6) unfair, unlawful, or
21 fraudulent business practices in violation of California Business & Professions Code §§ 17200 et seq.
22 ("UCL"), and (7) a claim for Private Attorneys General Act, Labor Code § 2698 et seq. penalties.

23 2.2. On January 27, 2022, the Parties participated in a mediation session with Louis Marlin,
24 an experienced wage and hour class action mediator. Following the mediation, the Parties reached the
25 basic terms of a settlement which are memorialized in this formal Settlement Agreement, subject to
26 approval by the Court. The Parties jointly represent that this is a fair, reasonable, and adequate
27 settlement and have arrived at this settlement through arms-length negotiations, considering all
28 relevant factors, present and potential.

2.3. 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, any Class should be certified in the Action. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the 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, Class Counsel, 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, any order certifying a class 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.

The GSA shall be deemed established after both of the following payments are made: (1) By the later of September 30, 2022 or 30 days after the Effective Date, Defendant shall transmit fifty percent (50%) of the GSA to the Settlement Administrator in the amount of \$437,500; and (2) By February 28, 2023, Defendant shall transmit the remaining fifty percent (50%) of the GSA to the Settlement Administrator in the amount of \$437,500, 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.

1 5.1. The NSA shall be allocated among the Settlement Class Members in accordance with
2 the formula set forth below. Payments will be made from the NSA only to Settlement Class Members,
3 as set forth herein.

4 5.1.1 \$398,517.50 of the NSA (which is approximately 81.5% of the NSA) shall be
5 allocated to the Part-time Faculty Class Members and shall be paid to Part-time Faculty Class
6 Members on a pro rata basis based on the number of pay periods he or she worked as a Part-time
7 Faculty Class Member during the Class Period. In addition, Part-time Faculty Class Members who
8 worked at least one pay period during the PAGA Period shall be entitled to his or her per capita share
9 of the amount allocated to PAGA Penalties, as described below (paragraph 8). A Part-time Faculty
10 Class Member will receive his or her portion of the PAGA Penalties, whether or not the Part-time
11 Class Member opts out.

12 5.1.2 \$75,570 of the NSA (which is approximately 15.5% of the NSA) shall be
13 allocated to the Expense Reimbursement Class Members and shall be paid to Expense Reimbursement
14 Class Members on a pro rata basis based on the number of pay periods he or she worked during the
15 Expense Reimbursement Class Period. In addition, Expense Reimbursement Class Members who
16 worked at least one pay period during the PAGA Period shall be entitled to his or her per capita share
17 of the amount allocated to PAGA Penalties, as described below (paragraph 8). Expense
18 Reimbursement Members will receive their portion of the PAGA Penalties, whether or not the Expense
19 Reimbursement Class Member opts out.

20 5.1.3 \$14,662.50 of the NSA (which is 3% of the NSA) shall be allocated to the
21 General Class Members and shall be paid to General Class Members on a pro rata basis based on the
22 number of pay periods he or she worked during the General Class Period. In addition, General Class
23 Members who worked at least one pay period during the PAGA Period shall be entitled to his or her
24 per capita share of the amount allocated to PAGA Penalties, as described below (paragraph 8).
25 General Members will receive their portion of the PAGA Penalties, whether or not General Class
26 Member opts out.

27 5.2. Settlement Payments shall be allocated between wages, interest, and penalties, as
28 follows:

1 5.2.1. 25% of the Settlement Payments to Part-time Faculty Class Members shall be
2 allocated as wages and reported on an IRS Form W-2; and 75% of each Settlement Payment to Part-
3 time Class Members will be allocated as penalties and interest and reported on an IRS Form 1099. For
4 any Part-time Faculty Class Members who excludes themselves from the Settlement, they will still
5 receive their share of PAGA Penalties, which will be reported on an IRS Form 1099.

6 5.2.2. 100% of the Settlement Payments to Expense Reimbursement Class Members
7 shall be allocated as non-wages and reported to the extent required.

8 5.2.3. 100% of the Settlement Payments to General Class Members shall be allocated
9 as penalties and reported on an IRS Form 1099.

10 5.3. If a Class Member timely and validly submits a Request for Exclusion, as set forth
11 herein, his or her share (except for his or her share of PAGA Penalties) will return to the NSA and will
12 be distributed to the remaining Settlement Class Members.

13 5.4. Payments to Class Members pursuant to this Settlement Agreement will not be
14 construed as compensation for purposes of determining eligibility for or benefit calculations of any
15 health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment
16 compensation, including, without limitation, all plans, subject to Employee Retirement Income
17 Security Act (“ERISA”). The Parties agree these payments do not represent any modification of any
18 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.

19 **6. Attorneys’ Fees and Costs.**

20 Class Counsel shall request attorneys’ fees up to 35% of the GSA (*i.e.*, \$306,250) for attorneys’
21 fees; and up to \$20,000.00 for reimbursement of litigation costs. Defendant agrees to not oppose Class
22 Counsel’s request for attorneys’ fees and costs in these amounts. If the GSA increases pursuant to the
23 escalator clause, Class Counsel’s attorneys’ fees shall be the amount of 35% of the increased GSA.
24 The terms of this Settlement Agreement will not be abrogated and will continue in full force even if the
25 Court awards a lower amount of attorneys’ fees or costs than requested by Class Counsel. However,
26 Class Counsel retains the right to appeal any such reductions, but such an appeal will delay
27 Defendant’s obligations to make all payments set forth in this Settlement Agreement. Any unapproved
28

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

3 **7. Service Awards.**

4 Class Counsel shall request a Service Award of up to Five Thousand Dollars (\$5,000.00) for
5 each Plaintiff for his or her services as a Class Representative (a total of up to Ten Thousand Dollars
6 (\$10,000.00)). Any unapproved amount will be added to the NSA and distributed to the Settlement
7 Class Members.

8 **8. PAGA Penalties**

9 Subject to Court approval, \$30,000 shall be attributed to Plaintiffs' claims under PAGA. The
10 Settlement Administrator shall apportion and distribute the \$30,000 payment as follows: (a) \$22,500
11 shall be paid to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims; and
12 (b) \$7,500 shall be distributed to the Adjunct Aggrieved Employees and Aggrieved Employees who
13 worked during the PAGA Period as their 25% share of the settlement of civil penalties for PAGA
14 claims according to the following allocation: 90% of the 25% will be distributed to the Adjunct
15 Aggrieved Employees and the Aggrieved Employees who worked during the PAGA Period, per capita,
16 as their share of the settlement of civil penalties for PAGA claims, and 10% of that portion will be
17 distributed to the Aggrieved Employees who worked between April 16, 2020 and May 10, 2020 as
18 their share of the settlement of civil penalties for PAGA claims. PAGA Penalties will be distributed to
19 all such Adjunct Aggrieved Employees and Aggrieved Employees, even if they opt out of the
20 Settlement.

21 **9. Costs of Settlement Administration.**

22 The Parties will mutually agree to the selection of a settlement administrator ("Settlement
23 Administrator"), to undertake the administration of the Settlement in this Action. The administration
24 duties include, without limitation, the following: establishing and maintaining a qualified settlement
25 account for the NSA, obtaining tax identification number(s) for Defendant applicable to the
26 Settlement, calculating the Class Member Payments, performing an initial National Change of Address
27 (NCOA) search upon receipt of the Class Member mailing addresses, mailing the Class Notices,
28 performing one skip trace on Class Notices which are returned as undeliverable, reviewing and

1 processing Requests for Exclusion, disputes, and objections, setting up a toll-free number, mailing the
2 Class Members Payments and tax forms to the Settlement Class Members, and setting up a static
3 website regarding the Settlement. The Settlement Administrator will report payment of the individual
4 Class Member Payments to all required taxing and other authorities, take appropriate withholdings,
5 forward payments for withholdings and issue Internal Revenue Service Forms W-2 and 1099. The
6 Parties estimate that the costs and expenses of administration of the Settlement will not exceed
7 \$20,000. Any amounts allocated but not paid to the Settlement Administrator will be added to the
8 NSA and distributed to the Settlement Class Members pro rata.

9 **10. Notice Administration.**

10 10.1. Within ten business days of the order granting Preliminary Approval of the Settlement
11 (“Preliminary Approval Order”) Defendant shall provide the Settlement Administrator with the
12 following information (“Class Data List”):

13 (a) the names, last known addresses, Social Security numbers, and dates of employment of
14 each Class Member;

15 (b) the number of pay periods for each Part-time Class Member during the Class Period;

16 (c) the number of pay periods for each Expense Reimbursement Class Member during the
17 Expense Reimbursement Class Period;

18 (d) the number of pay periods for each General Class Member during the General Class
19 Period;

20 (e) the number of pay periods for each Class Member during the PAGA Period.

21 10.2. Upon its receipt of the Class Data List, the Settlement Administrator shall access the
22 National Change of Address (“NCOA”) Database, and update the addresses contained therein.

23 10.3. Within twenty-five days of the Preliminary Approval Order, the Settlement
24 Administrator shall provide the Class Notice by bulk first class mail, forwarding requested, to the
25 Class Members at the addresses identified through the process described above.

26 10.4. As to any Class Notices that are returned as undeliverable, or where the NCOA
27 Database indicates that the last known address of any Class Member is invalid or otherwise
28 undeliverable, the Settlement Administrator will perform a skip trace procedure and re-mail all

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

3 10.5. The Settlement Administrator and all those working through, in concert with, or on
4 behalf of the Settlement Administrator, shall be obligated to take all reasonable steps to maintain the
5 confidentiality of Class Member information and to carry out the other duties enumerated in the
6 Settlement Agreement, including calculating each Class Member's potential share of the Settlement.

7 10.6. The Settlement Administrator shall provide Defendant's counsel and Class Counsel
8 with weekly summary reports, including the total number of Class Notices that were returned as
9 undeliverable and the total number of objections, disputes, and/or Requests for Exclusion. The
10 Settlement Administrator shall maintain records of its work, which will be available for inspection
11 upon request by Defendant's Counsel or Class Counsel.

12 10.7. The Class Notice will be a pre-printed form, in substantially the form attached hereto as
13 Exhibit A, to be approved by the Court. In addition to other information contained on the Class
14 Notice, the Class Notice will include an explanation of the pro rata distribution formula used to
15 determine the share of the Net Settlement Amount that the recipient may be entitled to receive under
16 the Settlement.

17 **11. Requests for Exclusion.**

18 11.1 Any Class Member may elect to opt out of the Settlement by submitting a written
19 Request for Exclusion to the Settlement Administrator, postmarked no later than the Response
20 Deadline. The Request for Exclusion must contain the following: full name, signature, address, and
21 last four digits of his or her Social Security number; case name and number; and a clear statement that
22 he or she seeks to be excluded from the Settlement. The Settlement Administrator shall immediately
23 send all Requests for Exclusion to Defendant's Counsel and Class Counsel. A Class Member who
24 fails to comply with the opt-out procedure set forth herein on or before the Response Deadline will not
25 be excluded and will instead be bound by all provisions of the Settlement Agreement and all orders
26 issued pursuant thereto.

27 11.2 Any Class Member who elects to opt out of the Class in the manner and within the time
28 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 (other than PAGA Penalties); (3) will not have standing to submit any objection to the Settlement Agreement; and (4) will not be bound by the Settlement Agreement (other than the release of PAGA Penalties, as stated in Section 16.1-16.3).

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, no 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 Defendant's Counsel 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 calculation of the Settlement allocation listed on his or her Class Notice, the dispute will be submitted to the Settlement Administrator, who will examine the records and either verify the calculation or provide a corrected calculation. Disputes must be in writing and 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

1 of his or her Social Security number; case name and number; and any facts supporting the Class
2 Member's dispute, along with any supporting materials confirming that the calculation on the Notice is
3 incorrect. The Settlement Administrator's determination of disputes will be final and non-appealable.

4 **14. Payment Procedure.**

5 14.1 Payments to Settlement Class Members, Class Counsel, Class Representatives, Taxing
6 Authorities, and the LWDA: Within 10 days of receipt of the entire GSA, the Settlement Administrator
7 will distribute, subject to approval by the Court: (a) Settlement Payments to Class Members (and
8 PAGA payments to any Class Members who exclude themselves from the Settlement); (b) attorneys'
9 fees and costs to Class Counsel; (c) Settlement Administration Costs to the Settlement Administrator;
10 (d) Service Awards to the Class Representatives; (e) applicable tax withholdings and employer's
11 portion of payroll tax to the appropriate taxing authorities; and (f) the LWDA's share of the PAGA
12 Penalties.

13 14.2 Uncashed Checks: Settlement checks that are not cashed within ninety days from the
14 date of issuance by the Settlement Administrator will be voided and the funds will be tendered to Bay
15 Area Legal Aid as the *cy pres* in accordance with California Code of Civil Procedure § 384. The
16 Settlement and the release of Released Claims will remain binding upon all Class Members whether or
17 not they cashed their Settlement checks.

18 **15. Taxes.**

19 15.1 Employer's Portion of Payroll Taxes: Defendant shall pay the employer's portion of
20 payroll taxes with respect to the wage portion of Class Member Payments separately and in addition to
21 the GSA.

22 15.2 Tax Treatment of Service Awards: Each Plaintiff will receive an IRS Form 1099 for his
23 or her individual Service Award and will be responsible for payment of any taxes owing on said
24 amount.

25 15.3 Tax Treatment of Attorneys' Fees and Costs Award: Class Counsel will receive an IRS
26 Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs and will be
27 responsible for payment of any taxes owing on said amount.
28

1 15.4 No Tax Advice: The Parties acknowledge and agree that (1) no provision of this
2 Agreement, and no written communication or disclosure between or among the Parties or their
3 respective counsel and/or other advisors is or was intended to be, nor shall any such communication or
4 disclosure constitute or be construed or be relied upon as tax advice within the meaning of United
5 States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively
6 upon his, her or its own, independent legal and tax advisors for advice (including tax advice) in
7 connection with this Agreement, (b) has not entered into this Agreement based upon the
8 recommendation of any other Party or any Counsel or advisor to any other Party, and (c) is not entitled
9 to rely upon any communication or disclosure by any other Counsel or advisor to any other Party to
10 avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other
11 Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's
12 tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of
13 the tax treatment or tax structure of any transaction, including any transaction contemplated by this
14 Agreement. Neither Class Counsel nor Defendant's Counsel will provide tax or financial advice, and
15 Class Members are advised to seek independent professional advice as to the tax or financial
16 consequences of any payment they receive, or may receive, as Class Members.

16 **16. Release.**

17 16.1 The claims described in paragraphs 16.2-16.4 are referred to collectively as "Released
18 Claims." The release shall become effective on the Effective Date. As to any Settlement Class
19 Members who validly opt out of the Settlement, they shall be bound only by the release of PAGA
20 Claims described in Paragraphs 16.2-16.4, as applicable.

21 16.2 Part-time Faculty Class Members Released Claims: Upon the Court's final approval of
22 the Settlement and entry of final judgment, each Part-time Faculty Class Member shall be deemed to
23 have released the Released Parties from any all claims that were or could have been alleged on their
24 behalves based on the facts pled in the operative First Amended Complaint, and arising during the
25 Class Period, arising under Labor Code, including without limitation to, claims for restitution and other
26 equitable relief, claims for unpaid wages, minimum wages, regular wages, overtime and double time
27 wages, rest break penalties, waiting time penalties, untimely payment of wages, unfair business
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practices, failure to provide accurate wage statements, failure to reimburse business expenses, declaratory relief, injunctive relief, civil penalties brought under the Private Attorneys General Act of 2004 (Labor Code Section 2698 *et seq.*) arising out of the Part-time Faculty Class Members_Released Claims during the PAGA Period. This release shall apply to claims arising at any point during the Class and/or PAGA Period. For the avoidance of doubt, the release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers' compensation, and claims outside of the Class Period.

16.3 General Class Members Released Claims: Upon the Court's final approval of the Settlement and entry of final judgment, each General Class Member shall be deemed to have released the Released Parties from any and all "General Class Members Released Claims." For the purposes of this Agreement, the General Class Members Released Claims are defined as: any and all claims that were or could have been alleged on their behalves based on the facts pled in the operative First Amended Complaint, and arising during the General Class Period, and arising under Labor Code section 226(a)(6), including, without limitation, claims for statutory damages based on the failure to provide accurate wage statements, declaratory relief, injunctive relief, civil penalties brought under the Private Attorneys General Act of 2004 (Labor Code Section 2698 *et seq.*) arising out of the General Class Members_Released Claims during the PAGA Period.

16.4 Expense Reimbursement Class Members: Upon the Court's final approval of the Settlement and entry of final judgment, each Expense Reimbursement Class Member shall be deemed to have released the Released Parties from any and all "Expense Reimbursement Class Member Released Claims." For the purposes of this Agreement, the Expense Reimbursement Class Member Released Claims are defined as: any and all claims that were or could have been alleged on their behalves based on the facts pled in the operative First Amended Complaint, and arising during the Expense Reimbursement Class Period, and arising under Labor Code section 2802, including, without limitation, claims for damages based on the failure to reimburse business expenses, declaratory relief, injunctive relief, restitution and other equitable relief, unfair business practices, civil penalties brought under the Private Attorneys General Act of 2004 (Labor Code Section 2698 *et seq.*) arising out of the General Class Members_Released Claims during the PAGA Period.

1 16.5 Plaintiffs' General Release: Plaintiffs, and each of them, release, acquit, discharge, and
2 covenant not to sue any of the Released Parties for any claim, whether known or unknown, which
3 Plaintiffs have ever had, or hereafter may claim to have, arising on or before the date Plaintiffs sign
4 this Agreement, including without limitation to, any claims relating to or arising out of any aspect of
5 their relationship with Defendant, or the termination of that relationship, any claims for unpaid
6 compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under
7 the California Labor Code, the California Wage Order, the California Business and Professions Code,
8 the federal Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* (including the Equal Pay Act), or
9 any state, county, or city law or ordinance regarding wages or compensation; any claims for employee
10 benefits, including without limitation, any claims under the Employee Retirement Income Security Act
11 of 1974; the Retirement Income Security Act, as amended; any claims of employment discrimination
12 on any basis, including without limitation, any claims under the Civil Rights Act of 1866, 1964, and
13 1991, as amended, 42 U.S.C. section 1981, the Americans with Disabilities Act of 1991, the Family
14 and Medical Leave Act of 1993, the California Fair Employment and Housing Act, Section 503 of the
15 Rehabilitation Act of 1973, the California and United States Constitutions; the California Family
16 Rights Act; the Americans with Disabilities Act; the National Labor Relations Act; the Immigration
17 Reform and Control Act; California's Occupational Safety and Health Act, or the Federal equivalent;
18 the Worker Adjustment and Retraining Notification Act; the Families First Coronavirus Response Act
19 (FFCRA); and the Age Discrimination in Employment Act of 1967, as amended. Plaintiffs
20 acknowledge and agree that the foregoing general release is given in exchange for the consideration
21 provided to Plaintiffs under this Agreement by Defendant. However, this release shall not apply to
22 claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement
23 benefits, or any other claim or right that as a matter of law cannot be waived or released. Plaintiffs
24 expressly waive any rights or benefits available to them under the provisions of Section 1542 of the
25 California Civil Code, which provides as follows:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
26 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
27 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**

1 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
2 **THE DEBTOR OR RELEASED PARTY.**

3 Plaintiffs understand fully the statutory language of Civil Code section 1542 and, with this
4 understanding, nevertheless elect to, and do, assume all risks for claims that have arisen, whether
5 known or unknown, which Plaintiffs have ever had, or hereafter may claim to have, arising on or
6 before the date of Plaintiffs' signatures to this Agreement, and specifically waive all rights they may
7 have under California Civil Code section 1542.

8 **17. Acknowledgment of Rights and Waiver of Claims Under the Age Discrimination in**
9 **Employment Act.**

10 Plaintiffs acknowledge that Plaintiffs are knowingly and voluntarily waiving and releasing any
11 rights *Plaintiffs* may have under the Age Discrimination in Employment Act ("ADEA"). Plaintiffs also
12 acknowledge that the consideration given for the waiver and release is in addition to anything of value
13 to which Plaintiffs were already entitled.

14 Plaintiff Deidre Bean further acknowledges that she has been advised by this Agreement, as
15 required by the Older Workers' Benefit Protection Act, that: (a) her waiver and release does not apply
16 to any rights or claims that may arise after the Effective Date of this Agreement; (b) she should consult
17 with an attorney prior to executing this Agreement; (c) she has at least twenty-one (21) days to
18 consider this Agreement (although she may by her own choice execute this Agreement earlier); (d) she
19 has seven (7) days following her execution of this Agreement to revoke the Agreement; and (e) this
20 Agreement shall not be effective as to her until the date upon which the revocation period has expired
21 ("Effective Date"). Plaintiff Deirdre Bean may revoke this Agreement only by giving Defendant
22 formal, written notice of her revocation of this Agreement, to Andrew Saxon via email at
23 asaxon@fisherphillips.com, or via letter to c/o Andrew E. Saxon, Fisher & Phillips LLP, One
24 Embarcadero Center, Suite 2050, San Francisco, CA 94111, to be received by Mr. Saxon by the close
25 of business on the seventh day following her execution of this Agreement.

26 **18. Application for Preliminary Approval Order.**

1 18.1 After the Parties' execution of this Settlement Agreement, Plaintiffs shall file a motion
2 for preliminary approval of the Settlement, requesting a Preliminary Approval Order that contains the
3 following provisions:

4 18.1.1 preliminarily approving the Settlement Agreement;

5 18.1.2 preliminarily approving and certifying the Class for settlement purposes only;

6 18.1.3 approving the form of the Class Notice, and finding that the proposed method of
7 disseminating the Class Notice meets the requirements of due process and is the best notice
8 practicable under the circumstances;

9 18.1.4 establishing the procedures and the deadline by which Class Members may
10 assert objections to the Settlement, seek exclusion from the Settlement, and/or dispute their
11 Settlement Payments;

12 18.1.5 establishing a deadline for the Parties to submit papers/briefing in response to
13 any objections and in support of final approval of the Settlement Agreement; and

14 18.1.6 setting a date for the Final Approval Hearing.

15 **19. Final Approval Order and Judgment.**

16 19.1 If the Settlement is preliminarily approved by the Court, the Parties shall thereafter
17 request that the Court enter an order granting final approval of the Settlement and judgment based
18 thereon ("Final Approval Order and Judgment"), which includes the following provisions:

19 19.1.1 confirming certification of the Class for settlement purposes only;

20 19.1.2 finding that the dissemination of the Class Notice in the form and manner ordered by
21 the Court was accomplished as directed and met the requirements of due process;

22 19.1.3 finally approving the Settlement Agreement as fair, reasonable, and adequate and
23 directing consummation of the Settlement in accordance with its terms and provisions;

24 19.1.4 directing the Parties to implement the terms of the Settlement Agreement;

25 19.1.5 releasing and discharging Defendant and Released Parties from any and all liability with
26 respect to the Released Claims;

27 19.1.6 awarding reasonable attorneys' fees and litigation costs to Class Counsel as determined
28 by the Court;

1 19.1.7 awarding a Service Award to each Class Representative as determined by the Court;

2 19.1.8 awarding Settlement Administration Costs to the Settlement Administrator as
3 determined by the Court;

4 19.1.9 approving the PAGA settlement and allocation of PAGA Penalties to the LWDA;

5 19.1.10 entering final judgment on the operative Complaint; and

6 19.1.11 preserving continuing and exclusive jurisdiction over all matters related to the
7 administration and consummation of the terms of this Settlement and enforcement of the Judgment,
8 and directing the Parties to report to the Court regarding funds to be distributed the *cy pres* recipient,
9 pursuant to California Code of Civil Procedure § 384(b).

10 **20. Escalator Clause.**

11 20.1 The Part-time Faculty Class consists of approximately 377 individuals. If the total
12 number of Part-time Faculty Class Members exceeds 377 by 7% or more (*i.e.*, more than 403), then the
13 amount of the Gross Settlement Amount allocated to the Part-time Faculty Class shall increase by the
14 same percentage by which the number of Part-time Faculty Class Members exceeds 403 (*i.e.*, if the
15 total number of Part-time Faculty Class Members exceeds 377 by 8%, the Gross Settlement Amount
16 allocated to the Part-time Faculty Class will increase by 1%).

17 20.2 The Expense Reimbursement Class consists of approximately 559 individuals. If the
18 total number of Expense Reimbursement Members exceeds 559 by 7% or more (*i.e.*, more than 598),
19 then the amount of the Gross Settlement Amount allocated to the Expense Reimbursement Class shall
20 increase proportionally by the same percentage by which the number of Expense Reimbursement Class
21 Members exceeds 598 (*i.e.*, if the total number of Expense Reimbursement Class Members exceeds
22 559 by 8%, the Gross Settlement Amount allocated to the Expense Reimbursement Class will increase
23 by 1%).

24 20.3 The General Class consists of approximately 785 individuals. If the total number of
25 General Class Members exceeds 785 by 7% or more (*i.e.*, more than 840), then the amount of the
26 Gross Settlement Amount allocated to the General Class shall increase proportionally by the same
27 percentage by which the number of General Class Members exceeds 840 (*i.e.*, if the total number of
28

1 General Class Members exceeds 785 by 8%, the Gross Settlement Amount allocated to the General
2 Class will increase by 1%)).

3 **21. Other Actions Enjoined.**

4 Defendant shall have the right to request, and Plaintiffs and Plaintiff's Counsel will not oppose,
5 that the Court enter an order that pending Final Approval, Class Members who do not opt-out of the
6 Settlement are barred from instituting or prosecuting any claims or actions against the Released Parties
7 which fall within the definition of the Released Claims and that any pending actions against the
8 Released Parties, whether in court or arbitration, are stayed on an interim basis only as to any claims
9 which fall within the definition of the Released Claims.

10 **22. No Admissions.**

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

16 **23. Avoidance of Undue Publicity.**

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

22 **24. Non-Disparagement.**

23 Released Parties agree that all inquiries about Plaintiffs shall be referred to Human Resources,
24 who will confirm the Plaintiffs' dates of employment and positions held. No other information
25 concerning Plaintiffs' work histories will be provided by Human Resources without authorization from
26 the respective Plaintiff.

27 **25. Construction.**

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

6 **26. Due Authority of Attorneys.**

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

12 **27. Entire Agreement.**

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

25 **28. Modification or Amendment.**

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

28 **29. Successors.**

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

5 **30. Counterparts.**

6 This Agreement may be executed in one or more counterparts by facsimile or electronic
7 signature which for purposes of this Agreement shall be accepted as an original. All executed
8 counterparts and each of them will be deemed to be one and the same instrument. Any executed
9 counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

10 **31. Waivers.**

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

14 **32. Governing Law.**

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

18 **33. Headings.**

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

21 **34. Notices.**

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

25 34.1 To Class Representatives, the Class, and Class Counsel to the attention of: (1) Julian
26 Hammond, HammondLaw, P.C., 1201 Pacific Ave, Suite 600, Tacoma, WA, 98402; Telephone: (310)
27 601-6766.
28

34.2 To Defendant, to the attention of: (1) Jason Geller and Andrew Saxon, Fisher & Phillips
LLP, One Embarcadero Center, Suite 2050 San Francisco, CA 94111, Telephone: (415) 490-9000.

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 25, 2022

By: Charles Castillo
Charles Castillo

Dated: May 25, 2022

By: Deidre Bean
Deidre Bean

Defendant Holy Names University

Dated: May ___, 2022

By: _____
Jeanine Hawk
Vice President, Finance and Administration

APPROVED AS TO FORM:

Counsel for Plaintiffs and Proposed Class Counsel

Dated: May 25, 2022

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

Counsel for Defendant

Dated: May ___, 2022

By: _____
Jason Geller
Andrew Saxon
Fisher & Phillips LLP

34.2 To Defendant, to the attention of: (1) Jason Geller and Andrew Saxon, Fisher & Phillips
LLP, One Embarcadero Center, Suite 2050 San Francisco, CA 94111, Telephone: (415) 490-9000.

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 __, 2022

By: _____
Charles Castillo

Dated: May __, 2022

By: _____
Deidre Bean

Defendant Holy Names University

Dated: June 10, 2022

By: 
Michael Groener
President

APPROVED AS TO FORM:

Counsel for Plaintiffs and Proposed Class Counsel

Dated: May __, 2022

By: _____
Julian Hammond
HammondLaw, P.C.

Counsel for Defendant

Dated: June 10, 2022

By: 
Jason Geller
Andrew Saxon
Fisher & Phillips LLP

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT
Castillo and Bean v. Holy Names University
(Alameda County Superior Court, Case No. HG21097245)

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

You have received this Notice of Class Action Settlement because Holy Names University (“Defendant” or “HNU”) records show you are a “Part-time Faculty Class Member”, an “Expense Reimbursement Class Member” or a “General Class Member” and therefore entitled to a payment from this class action Settlement. “Part-time Faculty Class Member” refers to all non-exempt part-time faculty employed by Defendant in California from April 16, 2017 through the [Date of Preliminary Approval] (the “Adjunct Class Period”). “Expense Reimbursement Class Member” refers to all individuals, except Part-time Faculty Class Members, who were required to work from home during the COVID-19 pandemic and related declared state of emergency and allegedly did not receive proper expense reimbursement between March 16, 2020 and the [Date of Preliminary Approval] (“Expense Reimbursement Class Period”). “General Class” refers to all individuals, except Part-time Faculty Class Members, employed by Defendant in California between April 16, 2020 and May 10, 2020 who received wage statements that allegedly did not include the beginning date of each pay period (“General Class Period”).

- The settlement resolves a class-action lawsuit, *Castillo and Bean v. Holy Names University* (the “Lawsuit”), which alleges that Defendant: (1) failed to pay Part-time Faculty Class Members for all hours worked, (2) failed to provide Part-time Faculty Class Members legally-compliant rest breaks under California law, (3) failed to pay Part-time Faculty Class Members all wages owed upon discharge from employment, (4) failed to furnish to Part-time Faculty Class Members accurate itemized wage statements, and (5) failed to reimburse them for business expenses related to working from home during Covid-19 pandemic. The Lawsuit also alleges that Defendant failed to reimburse Expense Reimbursement Class Members for business expenses related to working from home during the Covid-19 pandemic. Finally, the Lawsuit alleges that Defendant failed to furnish General Class Members wage statements that include the date of the beginning of each pay period.
- On _____, the Alameda County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. **The Court has not made any determination of the validity of the claims in the Lawsuit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant.** Defendant expressly denies that it did anything wrong or that they violated the law, and Defendant further denies any liability whatsoever to Plaintiffs or to the Class.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment other than your share of PAGA civil penalties as described below, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

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

OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval hearing scheduled for [DATE AND TIME] in Dept. 23, Administration Building of Alameda County Superior Court, 1221 Oak Street Oakland, CA 94612. You are not required to attend the Hearing, but you are welcome to do so.
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Why Am I Receiving This Notice?

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.

What Is This Case About?

Charles Castillo and Deidre Bean worked as a part-time faculty for HNU in California. They are the "Plaintiffs" in this case and are suing on behalf of themselves and Part-time Adjunct Class Members for HNU's alleged failure to pay all wages due for all hours worked, failure to provide Part-time Faculty Class Members with legally-compliant rest breaks, failure to pay all wages owed upon separation from employment, failure to furnish accurate wage statements, and failure to reimburse their necessary business expenses in connection with working remotely during the Covid-19 pandemic. They also allege that HNU failed to reimburse Expense Reimbursement Class Members for their necessary business expenses incurred in connection with working remotely during the Covid-19 pandemic. Finally, they allege that between April 16, 2020 and May 10, 2020, HNU failed to furnish wage statements to General Class Members with wage statements containing the date of the beginning of each pay period.

HNU denies all of the allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. The Court has only preliminarily approved a Class Action Settlement Agreement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and HNU have agreed to settle this case on behalf of the Class for the Gross Settlement Amount of \$875,000 ("Gross Settlement Amount"). The Gross Settlement includes: (1) Administration Costs up to \$20,000; (2) a service payment to each Plaintiff of up to \$5,000 (for a total of \$10,000) for their time and efforts in pursuing this case and in exchange for a general release of claims they will enter into as part of this settlement against HNU; (3) fees of up to 35% of the Settlement Amount and up to \$20,000 in litigation costs to Class Counsel; and

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

(4) payment allocated to PAGA penalties in the amount of \$30,000 (with \$22,500 to be paid to the Labor and Workforce Development Agency (“LWDA”) and \$7,500 paid as follows: \$6,750 to be paid equally to Part-time Faculty Class Members and Expense Reimbursement Class Members who worked during the PAGA Period (defined as April 16, 2020 to [the Date of Preliminary Approval], and \$750 to be paid equally to General Class Members who worked during the PAGA Period. After deducting these sums, a total of approximately \$488,750 will be available for distribution to Class Members (“Net Settlement Amount”).

Distribution to Class Members

The Net Settlement Amount will be distributed as follows: [\$398,517.50] (approximately 81.5% of the NSA) shall be allocated to the Part-time Class Members and shall be paid *pro-rata* based on the number of pay periods worked by a Part-time Faculty Class Member during the Class Period in proportion to the pay periods worked by all Part-time Faculty Class Members. [\$75,570] (approximately 15.5% of the NSA) shall be allocated to the Expense Reimbursement Class Member during the Expense Reimbursement Class Period in proportion to the pay periods worked by all Expense Reimbursement Class Members. The remaining [\$14,662.50] (approximately 3% of the NSA) shall be paid to equally to all General Class Members. In addition, as stated above, the \$6,750 of the PAGA penalties shall be paid equally to those Part-time Faculty Class Members and Expense Reimbursement Class Members who worked during the PAGA Period, and \$750 of the PAGA penalties shall be paid equally to the General Class Members (all of whom worked during the PAGA Period).

Your Estimated Settlement Award

Defendant’s records also show that you [ARE/ ARE NOT] a member of the {Part-time Faculty} Class and worked a total of: << **PAY PERIODS**>> during the Class Period. Your share of the Settlement allocated to the Adjunct Class is [\$XX.]

Defendant’s records show that you [ARE/ ARE NOT] a member of the {Expense Reimbursement} Class and worked a total of: << **PAY PERIODS**>> during the Expense Reimbursement Class Period. Your share of the Settlement allocated to the Reimbursement Class is [\$XX.]

Defendant’s records show that you [ARE/ ARE NOT] a member of the {General} Class and worked a total of: << **PAY PERIODS**>> during the General Class Period. Your share of the Settlement allocated to the General Class is [\$XX.]

Finally, Defendant’s records show that [ARE/ ARE NOT] a member of the PAGA Class. Your share of the PAGA Payment is [\$7,500/Part-time Faculty and Expense Reimbursement PAGA Class Size OR \$750/General Class PAGA Size]

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

Tax Reporting

For tax reporting purposes, the payments monies paid to the Adjunct Part-time Class will be allotted 25% to wages and 75% to penalties and interest. Payments to the Expense Reimbursement Class will be allocated as

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

non-wages. Payments to the General Class will be allotted 100% to penalties; and PAGA payments will be allotted 100% to penalties.

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

Claims That You Are Releasing Under the Settlement

Part-time Faculty Class Released Claims: If finally approved by the Court, each Part-time Faculty Class Member who does not request exclusion from the Settlement will be bound by all of the terms of the Settlement, and will release HNU from any and all claims that are alleged, or could reasonably have been alleged based on the facts and claims asserted in the First Amended Complaint on their behalf and arising during the Part-time Faculty Class Period, including claims under California Labor Code §§ 201, 202, 203, 226(a) and (e), 226.2, 226.7, 1194, 510, and 2802; IWC Wage Order No. 4-2001, §§ 4, 12, and California Business and Professions Code §§ 17200 set seq. Part-time Faculty Class Members who worked during the PAGA Period will release their claims for PAGA civil penalties based on the Part-time Faculty Class Released Claims and arising during the PAGA Period whether or not they opt out of the Settlement.

Expense Reimbursement Class Released Claims: If finally approved by the Court, each Expense Reimbursement Class Member who does not request exclusion from the Settlement will release all claims that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the First Amended Complaint on their behalf and arising during the Expense Reimbursement Class Period, including claims under Labor Code § 2802 and California Business and Professions Code §§ 17200 set seq. based on the Labor Code § 2802 claim. Expense Reimbursement Class Members who worked during the PAGA Period will release their claims for PAGA civil penalties based on the Expense Reimbursement Class Released Claims and arising during the PAGA Period.

General Class Released Claims: If finally approved by the Court, each General Class Member who does not request exclusion from the Settlement will release all claims that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the First Amended Complaint on their behalf and arising during the Reimbursement Class Period, including claims under Labor Code § 226(a)(6). General Class Members who worked during the PAGA Period will release their claims for PAGA civil penalties based on the General Class Released Claims and arising during the PAGA Period.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

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

Option 2 – Opt Out of the Settlement

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

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

CPT Group

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

Option 3 – *File an Objection to the Settlement*

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

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for _____ at _____ .m. in Dept 23, Administration Building, located at 1221 Oak Street Oakland, CA 94612, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

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

The pleadings and other records in this Lawsuit may be examined online on the Alameda County Superior Court's website at <https://eportal.alameda.courts.ca.gov/?q=Home>. After arriving at the website, create a free account, login to your account, select "Document Downloads," and enter the case number (HG21097245). Images of every document filed in the case may be purchased at a minimal charge.

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

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

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

EXHIBIT 2

Approved California Wage and Hour Cases

- ***Burleigh v. National University***, Case No. MSC21-00939 (Contra Costa County Superior Court)(August 26, 2022) (certifying HammondLaw as co-class counsel for \$925,000 settlement of Labor Code § 2802 claim on behalf of 1,802 instructors);
- ***Parson v. La Sierra University***, Case No. CVRI2000104 (Riverside County Superior Court) (May 19, 2022) (certifying HammondLaw as class counsel for \$578,220 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 381 adjunct instructors and Labor Code § 2802 claims on behalf of 739 other employees);
- ***Chindamo v Chapman University***, Case No. 30-2020-01147814-CU-OE-CXC (Orange County Superior Court) (April 15, 2022) (certifying HammondLaw as co-class counsel for \$1,150,00 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 1,374 adjunct instructors and Labor Code § 2802 claims on behalf of 4,120 other employees);
- ***Sweetland-Gil v University of the Pacific***, Case No. STK-CV-UOE-2019-0014682 (San Joaquin County Superior Court) (March 4, 2022) (certifying HammondLaw as class counsel for \$1,800,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,100 adjunct instructors);
- ***Senese v. University of San Diego***, Case No. 37-2019-00047124-CU-OE-CTL (San Diego County Superior Court) (February 8, 2022) (certifying HammondLaw as co-class counsel for \$3,892,750 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 2,071 adjunct instructors);
- ***Solis et al. v Concordia University Irvine***, Case No. 30-2019-01114998-CU-OE-CXC (Orange County Superior Court) (February 3, 2022) (certifying HammondLaw as class counsel for \$890,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, and 2802 claims on behalf of 778 adjunct instructors);
- ***McCoy et v Legacy Education LLC***, Case No. 19STCV2792 (Los Angeles County Superior Court) (November 15, 2021) (Labor Code § 2698 et seq. representative action settlement for \$76,000 for violation of Labor Code §§ 1194, 226(a), 226.7, 512, 203, and 2802 on behalf of 31 instructors);
- ***Merlan v Alliant International University***, Case No. 37-2019-00064053-CU- OE-CTL (San Diego County Superior Court) (November 2, 2021) (certifying HammondLaw as co-class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 803 adjunct instructors);
- ***Stupar et al. v University of La Verne***, Case No. 19STCV33363 (Los Angeles County Superior Court) (October 14, 2021) (certifying HammondLaw as class counsel for \$2,450,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, and 203 claims on behalf of 1,364 adjunct instructors);
- ***Normand et al. v Loyola Marymount University***, Case No. 19STCV17953 (Los Angeles County Superior Court) (September 9, 2021) (certifying

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HammondLaw as class counsel for \$3,400,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,655 adjunct instructors);

- ***Veal v Point Loma Nazarene University***, Case No. 37-2019-00064165-CU-OE-CTL (San Diego County Superior Court) (August 27, 2021) (certifying HammondLaw as class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 670 adjunct instructors);
- ***Pillow et al. v. Pepperdine University***, Case No. 19STCV33162 (Los Angeles County Superior Court) (July 28, 2021) (certifying HammondLaw as class counsel for \$940,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,547 adjunct instructors);
- ***Moore et al v Notre Dame De Namur University***, Case No. 19-CIV-04765 (San Mateo County Superior Court) (July 1, 2021) (certifying HammondLaw as class counsel for \$882,880 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 397 adjunct instructors);
- ***Mooiman et al. v Saint Mary's College of California***, Case No. C19-02092 (Contra Costa County Superior Court) (June 10, 2021) (certifying HammondLaw as class counsel for \$1,700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 760 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 2,212 other employees);
- ***Peng v The President and Board of Trustees of Santa Clara College***, Case No. 19CV348190 (Santa Clara County Superior Court) (April 21, 2021) (certifying HammondLaw as class counsel for \$1,900,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,017 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 5,102 other employees);
- ***Morse v Fresno Pacific University***, Case No. 19-CV-04350 (Merced County Superior Court) (April 6, 2021) (certifying HammondLaw as class counsel for \$1,534,725 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 203 claims on behalf of 861 adjunct instructors);
- ***Miner, et al. v. ITT Educational Services, Inc.***, Case No. 3:16-cv-04827-VC (N.D. Cal.) (March 19, 2021) (certifying HammondLaw as class counsel for \$5.2 million settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 2802 claims on behalf of 1,154 adjunct instructors);
- ***Harris-Foster v. University of Phoenix***, Case No. RG19019028 (Alameda County Superior Court, March 17, 2021) (certifying HammondLaw as class counsel for \$2,863,106 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 putative class action on behalf of 3,447 adjunct instructors);
- ***Granberry v. Azusa Pacific University***, Case No. 19STCV28949 (Los Angeles County Superior Court, March 5, 2021) (certifying HammondLaw as class counsel for \$1,112,100 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 claims on behalf of 1,962 adjunct instructors);
- ***Ott v. California Baptist University***, Case No. RIC1904830 (Riverside County Superior Court, January 26, 2021) (certifying HammondLaw as co-class

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counsel for \$700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 512 claims on behalf of 958 adjunct instructors);

- ***Pereltsvaig v. Cartus Corporation***, Case No. 19CV348335 (Santa Clara County Superior Court, January 13, 2021) (certifying HammondLaw as class counsel in \$300,000 settlement of Labor Code §§ 226.8(a), 1194, 226(a), 226.7, 510, 512, and 2802 claims on behalf of 126 instructors);
- ***Morrison v. American National Red Cross***, Case No. 19-cv-02855-HSG (N.D. Cal., January 8, 2021) (certifying HammondLaw as class counsel in a \$377,000 Settlement of Labor Code §§ 1194, 226(a), 226.7, 510, 512 and 2802 claims on behalf of 377 instructors who taught training courses);
- ***Brown v. Cernx***, Case No. JCCP004971 (Cal. Sup. Ct. Alameda Cty. July 14, 2020) (certifying HammondLaw as co-class counsel in \$350,000 settlement of Labor Code §§ 1194, 226, 226.7, 510, 512, and 2802 claims on behalf of 309 amazon couriers);
- ***Stempien v. DeVry University***, Case No. RG19002623 (Cal. Sup. Ct. Alameda Cty. June 30, 2020) (certifying HammondLaw as class counsel for \$1,364,880 settlement Labor Code §§ 1194, 226, 226.2, 226.7, and 2802 claims on behalf of 498 adjunct instructors);
- ***McCoy v. Concorde.***, Case No. 30-2017-00936359-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. July 2, 2019) (certifying HammondLaw as class counsel for \$2,500,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 putative claims on behalf of 636 adjunct instructors);
- ***Hogue v. YRC***, Case No. 5:16-cv-01338 (C.D. Cal. June 24, 2019) (certifying HammondLaw and A&T as co-class counsel for \$700,000 settlement of Labor Code §§ 1194, 226.2, 226.7, and 2802 claims on behalf of 225 truck drivers);
- ***Sands v. Gold's Gym***, Case No. BC660124 (Cal. Sup. Ct. Los Angeles Cty. March 20, 2019) (Labor Code § 2698 *et seq.* representative action settlement for \$125,000 for violation of Labor Code § 1194, 2802 and 246 *et seq.* claims on behalf of 106 fitness instructors);
- ***Garcia v. CSU Fullerton.***, Case No. 30-2017-00912195-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. February 15, 2019) (certifying HammondLaw as class counsel for \$330,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 claims on behalf of 127 adjunct instructors);
- ***Pereltsvaig v. Stanford***, Case No. 17-CV-311521 (Cal. Sup. Ct. Santa Clara Cty. January 4, 2019) (certifying HammondLaw as class counsel for \$886,890 settlement of Labor Code §§ 1194, 226, 226.7, 512, 2802 and 2699 claims on behalf of 398 adjunct instructors);
- ***Moss et al. v. USF Reddaway, Inc.***, Case No. 5:15-cv-01541 (C.D. Cal. July 25, 2018) (certifying HammondLaw and A&T as co-class counsel for \$2,950,000 settlement of Labor Code §§ 1194, 226, 226.7, and 201-203 claims on behalf of 538 truck drivers);
- ***Beckman v. YMCA of Greater Long***, Case No. BC655840 (Cal. Sup. Ct. Los Angeles Cty. June 26, 2018) (Labor Code § 2698 *et seq.* representative

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action settlement for \$92,500 for violation of Labor Code § 1194 and 226(a) claims on behalf of 101 fitness instructors);

- ***Maldonado v. Heavy Weight Transport, Inc.***, Case No. 2:16-cv-08838 (C.D. Cal. December 11, 2017) (certifying HammondLaw and A&T as co-class counsel for \$340,000 settlement of Labor Code §§ 1194, 226, 226.2, 226.7, 226, 201-203, and 2699 claims on behalf of 160 truck drivers);
- ***Hillman v. Kaplan***, Case No. 34-2017-00208078 (Cal. Sup. Ct. Sacramento Cty. December 7, 2017) (certifying HammondLaw as class counsel for \$1,500,000 settlement of Labor Code §§ 1194, 226, 226.7, 201-203 and 2802 claims on behalf of 506 instructors);
- ***Bender et al. v. Mr. Copy, Inc.***, Case No. 30-2015-00824068-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. October 13, 2017) (certifying HammondLaw and A&T as co-class counsel for \$695,000 settlement of Labor Code §2802 claims on behalf of approximately 250 outside sales representatives);
- ***Rios v. SoCal Office Technologies***, Case No. CIVDS1703071 (Cal. Sup. Ct. San Bernardino Cty. September 6, 2017) (certifying HammondLaw and A&T as co-class counsel for \$495,000 settlement of Labor Code §2802 claims on behalf of approximately 180 outside sales representatives);
- ***Russell v. Young's Commercial Transfer, Inc.***, Case No. PCU265656 (Cal. Sup. Ct. Tulare Cty. June 19, 2017) (certifying HammondLaw and A&T as co-class counsel for \$561,304 settlement of Labor Code §§ 1194, 226, 226.2, and 201-203 claims on behalf of 962 truck drivers);
- ***Keyes v. Valley Farm Transport, Inc.***, Case No. FCS046361 (Cal. Sup. Ct. Solano Cty. May 23, 2017) (certifying HammondLaw and A&T as co-class counsel for \$497,000 settlement of Labor Code § 226, 1194, 512 and 2698 *et seq.* claims on behalf of 316 truck drivers);
- ***Numi v. Interstate Distributor Co.***, Case No. RG15778541 (Cal. Sup. Ct. Alameda Cty. March 6, 2017) (certifying HammondLaw and A&T as co-class counsel for \$1,300,000 settlement of Labor Code §§ 1194, 226.2 and 2802 claims on behalf of approximately 1,000 truck drivers);
- ***Keyes v. Vitek, Inc.***, Case No. 2016-00189609 (Cal. Sup. Ct. Sacramento Cty. February 17, 2017) (\$102,000 settlement of PAGA representative action for violation of Labor Code § 226.8 on behalf of 90 truck drivers);
- ***Martinez v. Estes West dba G.I. Trucking, Inc.***, Case. BC587052 (Cal. Sup. Ct. L.A. Cty., April 4, 2017) (certifying HammondLaw and A&T as co-class counsel for \$425,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 156 truck drivers);
- ***Sansinena v. Gazelle Transport Inc.***, Case No. S1500-CV- No 283400 (Cal. Sup. Ct. Kern Cty. December 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$264,966 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 314 truck drivers);
- ***Cruz v. Blackbelt Enterprises, Inc.***, Case No. 39-2015-00327914-CU-OE-STK (Cal. Sup. Ct. San Joaquin Cty. September 22, 2016) (certifying HammondLaw and A&T as co-class counsel for \$250,000 settlement of Labor

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Code §§ 1194, 226, and 201-203 claims on behalf of approximately 79 truck drivers);

- ***Araiza et al. v. The Scotts Company, L.L.C.***, Case No. BC570350 (Cal. Sup. Ct. L.A. Cty. September 19, 2016) (certifying HammondLaw and A&T as co-class counsel for \$925,000 settlement of Labor Code §226, 510, 512 and 2802 claims on behalf of approximately 570 merchandisers; and Labor Code 226(a) claims on behalf of approximately 120 other employees);
- ***Dixon v. Hearst Television, Inc.***, Case No. 15CV000127 (Cal. Sup. Ct. Monterey Cty. September 15, 2016) (certifying HammondLaw as class counsel for a \$432,000 settlement of Labor Code § 2802 claims on behalf of approximately 55 outside sales representatives);
- ***Garcia et al. v. Zoom Imaging Solutions, Inc.*** SCV0035770 (Cal. Sup. Ct. Placer Cty. September 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$750,000 settlement of Labor Code § 510, 512, 1194 and 2802 claims on behalf of approximately 160 sales representatives and service technicians);
- ***O'Beirne et al. v. Copier Source, Inc. dba Image Source***, Case No. 30-2015-00801066-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. September 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$393,300 settlement of Labor Code §2802 claims on behalf of approximately 132 outside sales representatives);
- ***Mead v. Pan-Pacific Petroleum Company, Inc.***, Case No. BC555887 (Cal. Sup. Ct. L.A. Cty. August 30, 2016) (certifying HammondLaw and A&T as co-class counsel for \$450,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 172 truck drivers);
- ***Lange v. Ricoh Americas Corporation***, Case No. RG136812710 (Cal. Sup. Ct. Alameda Cty. August 5, 2016) (certifying HammondLaw as co-class counsel for \$1,887,060 settlement of Labor Code § 2802 claims on behalf of approximately 550 sales representatives);
- ***Alcazar v. US Foods, Inc. dba US Foodservice***, Case No. BC567664 (Cal. Sup. Ct. L.A. Cty. March 18, 2016) (certifying HammondLaw and A&T as co-class counsel for a \$475,000 settlement on behalf of approximately 634 truck drivers);
- ***Harris v. Toyota Logistics***, Case No. C 15-00217 (Cal. Sup. Ct. Contra Costa Cty. February 9, 2016) (certifying HammondLaw and A&T as co-class counsel for \$550,000 settlement reached on behalf of approximately truck 125 drivers);
- ***Albanes v. Premium Retail Services Inc.***, Case No. RG1577982 (Cal. Sup. Ct. Alameda Cty. January 29, 2016) (Private Attorney General Act Settlement for \$275,000 on behalf of approximately 38 employees);
- ***Garcia et al v. Sysco Los Angeles, et al.***, Case No. BC560274 (Cal. Sup. Ct. L.A. Cty. November 12, 2015) (certifying HammondLaw and A&T as co-class counsel for a \$325,000 settlement on behalf of approximately 500 truck drivers);

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

Approved California Consumer Cases

- ***Siciliano et al. v. Apple***, Case No. 1-13-cv-257676 (Cal. Sup. Ct. Santa Clara Cty. November 2, 2018) (approving \$16,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 3.9 million California subscribers to Apple InApp subscriptions);
- ***In re Ashley Madison Customer Data Security Breach Litigation***, Case No. 4:15-cv- 02669 JAR (E.D. Mis. November 20, 2017) (HammondLaw appointed to the executive committee in \$11.2 million settlement on behalf of 39 million subscribers to ashleymadison.com whose information was compromised in the Ashley Madison data breach);

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- ***Gargir v. SeaWorld Inc.***, Case No. 37-2015-00008175-CU-MC-CTL (Cal. Sup. Ct. San Diego Cty. October 21, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims class action on behalf of 88,000 subscribers to SeaWorld's annual park passes);
- ***Davis v. Birchbox, Inc.***, Case No. 3:15-cv-00498-BEN-BGS (S.D. Cal. October 14, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$1,572,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 149,000 subscribers to Birchbox's memberships);
- ***Goldman v. LifeLock, Inc.*** Case No. 1-15-cv-276235 (Cal. Sup. Ct. Santa Clara Cty. February 5, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$2,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 300,000 California subscribers to Lifelock's identity protection programs); and
- ***Kruger v. Kiwi Crate, Inc.*** Case No. 1-13-cv-254550 (Cal. Sup. Ct. Santa Clara Cty. July 2, 2015) (certifying HammondLaw as class counsel in \$108,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 5,400 California subscribers to Kiwi Crate's subscriptions).