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

18 CHERYL BURLEIGH and CHAD HARRIS,
individually and on behalf of all others similarly
19 situated,

20 Plaintiffs,

21 vs.

22 WALDEN UNIVERSITY, LLC, a Florida Limited
Liability Company and LAUREATE EDUCATION,
23 INC., a Delaware Corporation,

24 Defendants.
25
26
27
28

Case No. RG21106062

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

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1 This Class and Representative Action Settlement Agreement (“Settlement Agreement” or
2 “Agreement”) is made and entered into between, on the one hand, Plaintiffs Cheryl Burleigh and Chad
3 Harris (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class (as
4 defined below), by and through HammondLaw, P.C. and The Jhaveri-Weeks Firm, P.C. (“Class
5 Counsel”), and, on the other hand, Defendants Walden University, LLC and Laureate Education, Inc.
6 (“Defendants” or “Walden”) subject to the approval of the Court, as provided below. This Settlement
7 Agreement is intended by Plaintiffs and Defendants to fully, finally, and forever resolve, discharge,
8 and settle the Action (as defined below) and Released Claims (as defined below), upon and subject to
9 the terms and conditions hereof, as follows:

10 **1. Definitions.**

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

13 1.1 “Action” refers to the civil action entitled: *Burleigh and Harris v. Walden University,*
14 *LLC and Laureate Education, Inc.*, Case No. RG21106062, in the Superior Court of California,
15 Alameda County.

16 1.2 “Class” or “Class Member(s)” refer to all part-time faculty members who were
17 classified as Contributing Faculty or paid according to the Faculty Compensation Schedule and who
18 are or have been employed by Defendants in California during the Class Period.

19 1.3 “Class Counsel” refers to the attorneys of record for the Class Representatives, *i.e.*,
20 HammondLaw, P.C. and The Jhaveri-Weeks Firm, P.C.

21 1.4 “Class Notice” refers to the form of direct-mail notice substantially in the form attached
22 as “Exhibit A,” as may be modified by the Court.

23 1.5 “Class Period” means the period from January 25, 2017, through May 31, 2022.

24 1.6 “Complaint” refers to the First Amended Complaint to be filed in this Action within 10
25 days after the execution of this Agreement, as described below in Section 2.2.

26 1.7 “Court” refers to the Superior Court of California for Alameda County.

27 1.8 “Final Approval Hearing” refers to the hearing at which the Court will make a final
28 determination whether the terms of the Settlement are fair, reasonable, and adequate for the Class and
meet all applicable requirements for approval.

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

1.10 “Effective Date” refers to the date the Final Approval Order and Judgment is signed if no objections to the Settlement are filed. If objections are filed and overruled, then the Effective Date is 65 days following date the Final Approval Order and Judgment is signed. If an appeal is taken from the Final Approval Order and Judgment, then the Effective Date will be ten business days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

1.11 “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum settlement payment of Eight Hundred and Fifteen Thousand Dollars (\$815,000.00). The GSA includes Class Counsel’s attorneys’ fees, Class Counsel’s litigation costs, Service Awards to Class Representatives, Settlement Administration Costs, the PAGA Penalties payment to the LWDA, 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 Defendants. The GSA does not include employer-side payroll taxes on the amounts paid to Settlement Class Members as wages, which Defendants shall be responsible for paying separately to the Settlement Administrator.

1.12 “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 Class Representatives, and the LWDA’s share of the amount of the GSA allocated to PAGA Penalties. The NSA is the maximum amount that will be available for distribution to Settlement Class Members.

1.13 “PAGA Penalties” refers to the Twenty-Five Thousand Dollars (\$25,000.00) allocated to Plaintiffs’ PAGA claims which shall be paid as follows: 75% of the PAGA Penalties shall be paid to the LWDA as its share of the civil penalties for PAGA claims; and 25% shall be distributed to the Class Members who worked during the PAGA Period as their share of the settlement of civil penalties for PAGA claims. Such penalties will be disbursed to all Class Members even if they opt out of the class settlement.

1.14 “PAGA Period” means the period from January 26, 2020, through May 31, 2022.

1.15 “Parties” are Plaintiffs and Defendants.

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

1.17 “Released Parties” include Defendants and all of their predecessors, successors, affiliates, subsidiaries, parent companies, assigns, and related entities, and their respective officers, directors, employees, administrators, fiduciaries, trustees, agents, and benefit plans.

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

1.19 “Response Deadline” is sixty (60) calendar days after the date that the Class Notice is mailed to Class Members, and is the deadline by which Class Members’ Requests for Exclusion, disputes regarding Settlement Payments, and/or objections must be postmarked in order to be timely. In the event more than 5% of the Class Members opt out of the Settlement, Defendants shall have the right to void the Settlement. Neither Party nor their counsel shall encourage any Class Member to opt out of the Settlement.

1.20 “Service Award” refers to a monetary award to each Plaintiff, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each, or other amount as approved by the Court, for his or her services as a Class Representative as described in Section 7, below, to be paid for from the Gross Settlement Amount, subject to approval by the Court as described below.

1.21 “Settlement Administrator” refers to a third-party settlement administrator to be mutually selected by the Parties, subject to approval by the Court, to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement.

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

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

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

2. Procedural History and Recitals.

On July 22, 2021, Plaintiffs filed this lawsuit in Alameda County Superior Court for Defendants’ alleged: (1) failure to pay separately and hourly for nonproductive time and/or failure to

1 pay wages for all hours worked in violation of California Labor Code §§ 226.2, 1194, 1194.2 and IWC
2 Wage Order No. 4-2001, § 4; (2) failure to pay separately and hourly for rest breaks and/or failure to
3 authorize and permit paid rest breaks, and failure to pay missed rest break premium pay in violation of
4 California Labor Code §§ 226.2, 226.7, 1194 and IWC Wage Order No. 4-2001, §§ 4, 12; (3) failure to
5 issue accurate itemized wage statements in violation of California Labor Code §§ 226(a), 226.2(a); (4)
6 failure to pay compensation due upon discharge or separation from employment in violation of
7 California Labor Code §§ 201-203; (5) failure to reimburse business expenses in violation of
8 California Labor Code § 2802; and (6) unfair, unlawful, or fraudulent business practices in violation of
9 California Business & Professions Code §§ 17200 *et seq.* (“UCL”).

10 2.1 On January 24, 2022, the Parties participated in a mediation session with Lisa Klerman,
11 an experienced mediator. Following the mediation, the Parties reached the basic terms of a settlement
12 which are memorialized in this formal Settlement Agreement, subject to approval by the Court. The
13 Parties jointly represent that this is a fair, reasonable, and adequate settlement and have arrived at this
14 settlement through arms-length negotiations, considering all relevant factors, present and potential.

15 2.2 Plaintiffs will take all steps necessary to file the First Amended Complaint within ten
16 (10) days after execution of this Agreement. The First Amended Complaint will add a claim for
17 PAGA penalties based on the Labor Code violations alleged in the original complaint in this Action,
18 will allege that the statute of limitations for all causes of action was tolled 178 days by Judicial Council
19 Emergency Rule 9, and will, if necessary, be amended to identify any additional theories of liability
20 pursued in the Action. Defendants will stipulate to the filing of the First Amended Complaint for
21 purposes of settlement.

22 2.3 This Agreement is entered into solely for the purpose of compromising highly disputed
23 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of
24 liability or wrongdoing. Additionally, Defendants reserve the right to contest any issues relating to
25 class certification and liability if the Settlement is not approved. Defendants deny that they have
26 engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability
27 to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be
28 certified in the Action. Notwithstanding, in the interest of avoiding further litigation, Defendants
desire to fully and finally settle the Released Claims.

1 NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of
2 the release of all Released Claims, Plaintiffs, on behalf of themselves and the Class, Class Counsel,
3 and Defendants agree to the terms and provisions of this Settlement Agreement, subject to the approval
4 of the Court.

5 **3. Limitation on Effect of Settlement.**

6 The Parties agree that certification of a class is appropriate for settlement purposes only. In the
7 event that the Settlement is not finally approved, or the Settlement is otherwise terminated, any class
8 and representative action that was certified for settlement purposes only shall be vacated and shall be
9 of no force or effect whatsoever and shall not be admissible nor construed as an admission or
10 concession of any kind by the Parties, in whole or part, and Defendants expressly reserve all rights to
11 challenge certification of a class on all available grounds.

12 **4. Establishment of the GSA.**

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

17 **5. Calculation of the NSA and Distribution of Settlement Proceeds.**

18 5.1.1 The NSA shall be allocated among the Settlement Class Members on a proportional
19 basis based on the amount paid to each Class Member during the Class Period under the Faculty
20 Compensation Schedule. In addition, 25% of the PAGA Penalties will be paid on a proportional basis
21 based on the amount of money paid to each Class Member during the PAGA Period under the Faculty
22 Compensation Schedule.

23 5.1.2 33% of each Settlement Payment will be allocated as wages and reported on an IRS
24 Form W-2; and 67% of each Settlement Payment will be allocated as penalties and interest and
25 reported on an IRS Form 1099. For any Class Members who exclude themselves from the Settlement,
26 they will still receive their share of PAGA Penalties, which will be reported on an IRS Form 1099.

27 5.1.3 If a Class Member timely and validly submits a Request for Exclusion, as set forth
28 herein, his or her share (except for his or her share of PAGA Penalties) will return to the NSA and will
be distributed to the remaining Settlement Class Members.

1 5.2 Payments to Class Members pursuant to this Settlement Agreement will not be
2 construed as compensation for purposes of determining eligibility for or benefit calculations of any
3 health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment
4 compensation, including, without limitation, all plans, subject to Employee Retirement Income
5 Security Act (“ERISA”). The Parties agree these payments do not represent any modification of any
6 employee’s previously-credited hours of service or other eligibility criteria under any employee
7 pension benefit plan, employee welfare benefit plan, or other program or policy.

8 **6. Attorneys’ Fees and Costs.**

9 Class Counsel shall request attorneys’ fees up to one-third of the GSA (*i.e.*, \$271,666.67) for
10 attorneys’ fees; and up to \$25,000.00 for reimbursement of litigation costs. Defendants agree to not
11 oppose Class Counsel’s request for attorneys’ fees and costs in these amounts. If the GSA increases
12 pursuant to the escalator clause, Class Counsel’s attorneys’ fees shall be the amount of one-third of the
13 increased GSA. The terms of this Settlement Agreement will not be abrogated and will continue in full
14 force even if the Court awards a lower amount of attorneys’ fees or costs than requested by Class
15 Counsel. However, Class Counsel retains the right to appeal any such reductions, but such an appeal
16 will delay Defendants’ obligations to make all payments set forth in this Settlement Agreement. Any
17 unapproved amounts of attorneys’ fees and litigation costs will be added to the NSA and will be
18 distributed to the Settlement Class Members.

18 **7. Service Award.**

19 Class Counsel shall request a Service Award of up to Seven Thousand Five Hundred Dollars
20 (\$7,500.00) for each Plaintiff for his or her services as a Class Representative (a total of up to Fifteen
21 Thousand Dollars (\$15,000)). Any unapproved amount will be added to the NSA and distributed to
22 the Settlement Class Members.

23 **8. PAGA Penalties**

24 Subject to Court approval, \$25,000 shall be attributed to Plaintiffs’ claims under PAGA. The
25 Settlement Administrator shall apportion and distribute the \$25,000 payment as follows: (a) \$18,750
26 shall be paid to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims; and
27 (b) \$6,250 shall be distributed to the Settlement Class Members who worked during the PAGA Period
28

1 as their 25% share of the settlement of civil penalties for PAGA claims. PAGA Penalties will be
2 distributed to all such Class Members, even if they opt out of the class action settlement.

3 **9. Costs of Settlement Administration.**

4 The Parties will mutually agree to the selection of a settlement administrator (“Settlement
5 Administrator”) to undertake the administration of the Settlement in this Action. The administration
6 duties include, without limitation, the following: establishing and maintaining a qualified settlement
7 account for the NSA, obtaining tax identification number(s) for Defendants applicable to the
8 Settlement, calculating the Class Member Payments, performing an initial National Change of Address
9 (NCOA) search upon receipt of the Class Member mailing addresses, mailing the Class Notices,
10 performing one skip trace on Class Notices which are returned as undeliverable, reviewing and
11 processing Requests for Exclusion, disputes, and objections, setting up a toll-free number, mailing the
12 Class Members Payments and tax forms to the Settlement Class Members, and setting up a static
13 website regarding the Settlement. The Settlement Administrator will report payment of the individual
14 Class Member Payments to all required taxing and other authorities, take appropriate withholdings,
15 forward payments for withholdings and issue Internal Revenue Service Forms W-2 and 1099. The
16 Parties estimate that the costs and expenses of administration of the Settlement will not exceed
17 \$20,000. Any amounts allocated but not paid to the Settlement Administrator will be added to the
18 NSA and distributed to the Class pro rata.

18 **10. Notice Administration.**

19 10.1.1 Within ten business days of the order granting preliminary approval of the Settlement
20 (“Preliminary Approval Order”) Defendants shall provide the Settlement Administrator with the
21 following information (“Class Data List”):

- 22 (a) the names, employment identification numbers, last known addresses, last known
23 telephone numbers, and Social Security numbers of each Class Member;
- 24 (b) the total amount paid to each Class Member during the Class Period under the Faculty
25 Compensation Schedule; and
- 26 (c) the total amount paid to each Class Member during the PAGA Period under the Faculty
27 Compensation Schedule.
- 28

1 10.1.2 Upon its receipt of the Class Data List, the Settlement Administrator shall access the
2 National Change of Address (“NCOA”) Database, and update the addresses contained therein.

3 10.1.3 Within twenty-five days of the Preliminary Approval Order, the Settlement
4 Administrator shall provide the Class Notice by bulk first class mail, forwarding requested, to the
5 Class Members at the addresses identified through the process described above.

6 10.1.4 As to any Class Notices that are returned as undeliverable, or where the NCOA
7 Database indicates that the last known address of any Class Member is invalid or otherwise
8 undeliverable, the Settlement Administrator will perform a skip trace procedure and re-mail all
9 returned, undelivered mail within five calendar days of the date on which the Settlement Administrator
10 is informed that a Class Notice is undeliverable or otherwise invalid.

11 10.1.5 The Settlement Administrator and all those working through, in concert with, or on
12 behalf of the Settlement Administrator, shall be obligated to take all reasonable steps to maintain the
13 confidentiality of Class Member information and to carry out the other duties enumerated in the
14 Settlement Agreement, including calculating each Class Member’s potential share of the Settlement.

15 10.1.6 The Settlement Administrator shall provide Defendants’ counsel and Class Counsel
16 with weekly summary reports, including the total number of Class Notices that were returned as
17 undeliverable and the total number of objections, disputes, and/or Requests for Exclusion. The
18 Settlement Administrator shall maintain records of its work, which will be available for inspection
upon request by Defendants’ counsel or Class Counsel.

19 10.1.7 The Class Notice will be a pre-printed form, in substantially the form attached hereto as
20 Exhibit A, to be approved by the Court. In addition to other information contained on the Class
21 Notice, the Class Notice will include an explanation of the pro rata distribution formula used to
22 determine the share of the Net Settlement Amount that the recipient may be entitled to receive under
23 the Settlement.

24 **11. Requests for Exclusion.**

25 11.1 Any Class Member may elect to opt out of the Settlement by submitting a written
26 Request for Exclusion to the Settlement Administrator, postmarked no later than the Response
27 Deadline. The Request for Exclusion must contain the following: full name, signature, address, and
28 last four digits of his or her Social Security number; case name and number; and a clear statement that

1 he or she seeks to be excluded from the Settlement. The Settlement Administrator shall immediately
2 send all Requests for Exclusion to Defendants' counsel and Class Counsel. A Class Member who fails
3 to comply with the opt-out procedure set forth herein on or before the Response Deadline will not be
4 excluded and will instead be bound by all provisions of the Settlement Agreement and all orders issued
5 pursuant thereto.

6 11.2 Any Class Member who elects to opt out of the Class in the manner and within the time
7 limits specified above (1) will not have any rights under the Settlement Agreement; (2) will not be
8 entitled to receive any compensation under the Settlement Agreement (other than PAGA Penalties); (3)
9 will not have standing to submit any objection to the Settlement Agreement; and (4) will not be bound
10 by the Settlement Agreement (other than the release of PAGA Penalties, as stated in Section 16.1).

11 11.3 Except for persons who elect to opt out of the Settlement in the manner and within the
12 time limits specified above, in the Preliminary Approval Order, and in the Class Notice, all Class
13 Members will be deemed to be within the Class for all purposes under this Settlement Agreement, will
14 be bound by the terms and conditions of this Settlement Agreement (including the release provisions in
15 Section 16 and its subparts), including all orders issued pursuant thereto, and will be deemed to have
16 waived all unstated objections and opposition to the fairness, reasonableness, and adequacy of this
Settlement Agreement and any of its terms.

17 **12. Objections.**

18 Any Class Member who does not request exclusion from the Settlement may object to the
19 Settlement by sending the Settlement Administrator, not later than the Response Deadline, a written
20 statement objecting to the Settlement. The written objection must contain: full name, address, last four
21 digits of his or her Social Security number, the case name and number, and a clear statement of the
22 basis for his or her objection. The Settlement Administrator shall immediately send all objections to
23 Defendants' counsel and Class Counsel.

24 Counsel for the Parties shall file any responses to any objections at the time the Motion for
25 Final Approval is filed. Class Members may, prior to the Final Approval Hearing, withdraw their
26 objections or opt out requests in a writing to the Settlement Administrator, which may then be filed
27 with the Court.
28

1 **13. Resolution of Disputes.**

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

10 **14. Payment Procedure.**

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

18 14.2 Uncashed Checks: Settlement checks that are not cashed within ninety days from the
19 date of issuance by the Settlement Administrator will be voided and the funds will be tendered to Bay
20 Area Legal Aid as the *cy pres* in accordance with California Code of Civil Procedure § 384. The
21 Settlement and the release of Released Claims will remain binding upon all Class Members whether or
22 not they cashed their Settlement checks.

23 **15. Taxes.**

24 15.1 Employer's Portion of Payroll Taxes: Defendants shall pay the employer's portion of
25 payroll taxes with respect to the wage portion of Class Member Payments separately and in addition to
26 the GSA.

27 15.2 Tax Treatment of Service Award: Each Plaintiff will receive an IRS Form 1099 for his
28 or her individual Service Award and will be responsible for payment of any taxes owing on said
amount.

1 15.3 Tax Treatment of Attorneys' Fees and Costs Award: Class Counsel will receive an IRS
2 Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs and will be
3 responsible for payment of any taxes owing on said amount.

4 15.4 No Tax Advice: The Parties are not giving any tax advice in connection with the
5 Settlement or any payments to be made pursuant to this Settlement including, but not limited to, within
6 the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended). The Parties do not
7 assume any liability for taxes, fees, costs, or assessments resulting from any Settlement Class
8 Members' failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

9 **16. Release.**

10 16.1 Settlement Class Released Claims: Upon the Court's final approval of the Settlement
11 and entry of final judgment, each Class Member shall be deemed to have released the Released Parties
12 from any and all "Settlement Class Members' Released Claims." For the purposes of this Agreement,
13 the Settlement Class Members' Released Claims are defined as: Any and all claims, debts, liabilities,
14 demands, obligations, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action
15 which are alleged, or could have been alleged based on the facts asserted in the Complaint, and arising
16 during the Class Period, including without limitation to, claims for restitution and other equitable
17 relief, claims for unpaid wages, rest break penalties, waiting time penalties, unfair business practices,
18 failure to provide accurate wage statements, failure to reimburse business expenses, declaratory relief,
19 injunctive relief, civil penalties brought under the Private Attorneys General Act of 2004 (Labor Code
20 Section 2698 *et seq.*) arising out of the Released Claims during the PAGA Period, claims for penalties
21 of any nature whatsoever arising out of the Released Claims, or any other benefit claimed on account
22 of allegations and claims which are related to the allegations and claims asserted in the Complaint filed
23 in this Action, and including the primary rights asserted in the Action. This release shall apply to
24 claims arising at any point during the Class and/or PAGA Period. For the avoidance of doubt, the
25 release shall exclude claims for vested benefits, wrongful termination, unemployment insurance,
26 disability, workers' compensation, and claims outside of the Class Period. As to any Class Members
27 who validly opt out of the Settlement, they shall be bound only by the release of PAGA Claims
28 described in this Paragraph.

1 16.2 Plaintiffs' General Release: Plaintiffs release, acquit, discharge, and covenant not to sue
2 any of the Released Parties for any claim, whether known or unknown, which Plaintiffs have ever had,
3 or hereafter may claim to have, arising on or before the date Plaintiffs sign this Agreement, including
4 without limitation to, any claims relating to or arising out of any aspect of their relationship with
5 Defendants, or the termination of that relationship, any claims for unpaid compensation, wages,
6 reimbursement for business expenses, penalties, or waiting time penalties under the California Labor
7 Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C.
8 section 201, *et seq.*, or any state, county, or city law or ordinance regarding wages or compensation;
9 any claims for employee benefits, including without limitation, any claims under the Employee
10 Retirement Income Security Act of 1974; any claims of employment discrimination on any basis,
11 including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil
12 Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with
13 Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code,
14 or any other state, county or city law or ordinance regarding employment discrimination. Plaintiffs
15 acknowledge and agree that the foregoing general release is given in exchange for the consideration
16 provided to Plaintiffs under this Agreement by Defendants. However, this release shall not apply to
17 claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement
18 benefits, or any other claim or right that as a matter of law cannot be waived or released. Plaintiffs
19 expressly waive any rights or benefits available to them under the provisions of Section 1542 of the
20 California Civil Code, which provides as follows:

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

25 Plaintiffs understand fully the statutory language of Civil Code section 1542 and, with this
26 understanding, nevertheless elect to, and do, assume all risks for claims that have arisen, whether
27 known or unknown, which Plaintiffs have ever had, or hereafter may claim to have, arising on or
28

1 before the date of Plaintiffs' signatures to this Agreement, and specifically waive all rights they may
2 have under California Civil Code section 1542.

3 **17. Application for Preliminary Approval Order.**

4 17.1 After the Parties' execution of this Settlement Agreement, Plaintiffs shall file a motion
5 for preliminary approval of the Settlement, requesting a Preliminary Approval Order that contains the
6 following provisions:

7 17.1.1 preliminarily approving the Settlement Agreement;

8 17.1.2 preliminarily approving and certifying the Class for settlement purposes only;

9 17.1.3 approving the form of the Class Notice, and finding that the proposed method of
10 disseminating the Class Notice meets the requirements of due process and is the best notice practicable
11 under the circumstances;

12 17.1.4 establishing the procedures and the deadline by which Class Members may assert
13 objections to the Settlement, seek exclusion from the Settlement, and/or dispute their Settlement
14 Payments;

15 17.1.5 establishing a deadline for the Parties to submit papers/briefing in response to any
16 objections and in support of final approval of the Settlement Agreement; and

17 17.1.6 setting a date for the Final Approval Hearing.

18 **18. Final Approval Order and Judgment.**

19 18.1 If the Settlement is preliminarily approved by the Court, the Parties shall thereafter
20 request that the Court enter an order granting final approval of the Settlement and judgment based
21 thereon ("Final Approval Order and Judgment"), which includes the following provisions:

22 18.1.1 confirming certification of the Class for settlement purposes only;

23 18.1.2 finding that the dissemination of the Class Notice in the form and manner ordered by
24 the Court was accomplished as directed and met the requirements of due process;

25 18.1.3 finally approving the Settlement Agreement as fair, reasonable, and adequate and
26 directing consummation of the Settlement in accordance with its terms and provisions;

27 18.1.4 directing the Parties to implement the terms of the Settlement Agreement;

28 18.1.5 releasing and discharging Defendants and Released Parties from any and all liability
with respect to the Released Claims;

1 18.1.6 awarding reasonable attorneys' fees and litigation costs to Class Counsel as determined
2 by the Court;

3 18.1.7 awarding a Service Award to each Class Representative as determined by the Court;

4 18.1.8 awarding Settlement Administration Costs to the Settlement Administrator as
5 determined by the Court;

6 18.1.9 approving the PAGA settlement and allocation of PAGA Penalties to the LWDA;

7 18.1.10 entering final judgment on the operative Complaint; and

8 18.1.11 preserving continuing and exclusive jurisdiction over all matters related to the
9 administration and consummation of the terms of this Settlement and enforcement of the Judgment,
10 and directing the Parties to report to the Court regarding funds to be distributed the *cy pres* recipient,
11 pursuant to California Code of Civil Procedure § 384(b).

12 **19. Escalator Clause.**

13 The Class consists of approximately 235 individuals. If the total number of Class Members
14 exceeds 235 by 5% or more (*i.e.*, more than 246), then the Gross Settlement Amount shall increase by
15 the same percentage by which the number of Class Members exceeds 235 (*i.e.*, for each person in
16 excess of 246, the Gross Settlement Amount will increase by 1/235).

17 **20. No Admissions.**

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

23 **21. Avoidance of Undue Publicity.**

24 The Parties and their counsel agree that they will not issue any press releases, communicate to
25 the press, media or to the public, through social media or otherwise, the Settlement terms or amount
26 unless and until Plaintiffs have filed their motion for preliminary approval of the Settlement.
27 Following the filing of Plaintiff's motion for preliminary approval of the Settlement, Class Counsel is
28 free to discuss the Settlement with any Class Members. Class Counsel shall otherwise not issue any
press releases, communicate to the press, media or the public, through social media or otherwise, about

1 the Settlement, though nothing shall prevent Class Counsel from describing the Settlement provided
2 that this is accomplished using only generic terms like “faculty members” for an “online university”
3 without describing Defendants by name or providing the case name, number, and other identifying
4 information. Nothing herein will restrict Class Counsel from including publicly available information
5 regarding this Settlement in future judicial submissions regarding Class Counsel’s qualifications and
6 experience.

7 **22. Construction.**

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

13 **23. Due Authority of Attorneys.**

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

19 **24. Entire Agreement.**

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

1 Settlement Agreement, the invoking party shall consult with, and if necessary mediate in good faith
2 with, the other party in an effort to resolve any such challenge.

3 **25. Modification or Amendment.**

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

6 **26. Successors.**

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

11 **27. Counterparts.**

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

16 **28. Waivers.**

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

20 **29. Governing Law.**

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

24 **30. Headings.**

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

27 **31. Notices.**

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

32.1 To Class Representatives, the Class, and Class Counsel to the attention of: (1) Julian Hammond, HammondLaw, P.C., 11780 W. Sample Road, Suite 103, Coral Springs, FL 33065, Telephone: (310) 601-6766; and (2) William Jhaveri-Weeks, The Jhaveri-Weeks Firm, P.C., 351 California Street, Suite 700, San Francisco, CA 94104, Telephone: (415) 463-8098.

32.2 To Defendants, to the attention of: (1) Kathleen Pontone and Kirsten Eriksson, Miles & Stockbridge P.C., 100 Light Street, Baltimore, MD 21202, Telephone: (410) 727-6464; and (2) Alexander Chemers, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 400 South Hope Street, Suite 1200, Los Angeles, CA 90071, Telephone: (213) 239-9800.

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

Plaintiffs and Class Representatives

Dated: Mar 31, 2022

By: Cheryl Burleigh
Cheryl Burleigh (Mar 31, 2022 19:08 PDT)
Cheryl Burleigh

Dated:

By: _____
Chad Harris

Defendant Walden University, LLC

Dated:

By: _____
Name:
Title:

Defendant Laureate Education, Inc.

Dated:

By: _____
Name:
19 Title:

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

32.1 To Class Representatives, the Class, and Class Counsel to the attention of: (1) Julian Hammond, HammondLaw, P.C., 11780 W. Sample Road, Suite 103, Coral Springs, FL 33065, Telephone: (310) 601-6766; and (2) William Jhaveri-Weeks, The Jhaveri-Weeks Firm, P.C., 351 California Street, Suite 700, San Francisco, CA 94104, Telephone: (415) 463-8098.

32.2 To Defendants, to the attention of: (1) Kathleen Pontone and Kirsten Eriksson, Miles & Stockbridge P.C., 100 Light Street, Baltimore, MD 21202, Telephone: (410) 727-6464; and (2) Alexander Chemers, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 400 South Hope Street, Suite 1200, Los Angeles, CA 90071, Telephone: (213) 239-9800.

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

Plaintiffs and Class Representatives

Dated:

By: _____
Cheryl Burleigh

Dated:

Apr 1, 2022

By: Chad Harris
Chad Harris (Apr 1, 2022 10:38 PDT)
Chad Harris

Defendant Walden University, LLC

Dated:

By: _____
Name:
Title:

Defendant Laureate Education, Inc.

Dated:

By: _____
Name:
Title:

Members, must be in writing and mailed as follows:

32.1 To Class Representatives, the Class, and Class Counsel to the attention of: (1) Julian Hammond, HammondLaw, P.C., 11780 W. Sample Road, Suite 103, Coral Springs, FL 33065, Telephone: (310) 601-6766; and (2) William Jhaveri-Weeks, The Jhaveri-Weeks Firm, P.C., 351 California Street, Suite 700, San Francisco, CA 94104, Telephone: (415) 463-8098.

32.2 To Defendants, to the attention of: (1) Kathleen Pontone and Kirsten Eriksson, Miles & Stockbridge P.C., 100 Light Street, Baltimore, MD 21202, Telephone: (410) 727-6464; and (2) Alexander Chemers, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 400 South Hope Street, Suite 1200, Los Angeles, CA 90071, Telephone: (213) 239-9800.

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

Plaintiffs and Class Representatives

Dated:

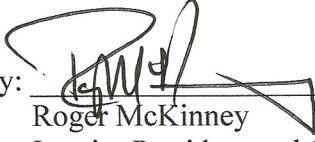
By: _____
Cheryl Burleigh

Dated:

By: _____
Chad Harris

Defendant Walden University, LLC

Dated: April 8, 2022

By:  _____
Roger McKinney
Interim President and CFO

Defendant Laureate Education, Inc.

Dated:

By: _____
[add name]
[add title]

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

32.1 To Class Representatives, the Class, and Class Counsel to the attention of: (1) Julian Hammond, HammondLaw, P.C., 11780 W. Sample Road, Suite 103, Coral Springs, FL 33065, Telephone: (310) 601-6766; and (2) William Jhaveri-Weeks, The Jhaveri-Weeks Firm, P.C., 351 California Street, Suite 700, San Francisco, CA 94104, Telephone: (415) 463-8098.

32.2 To Defendants, to the attention of: (1) Kathleen Pontone and Kirsten Eriksson, Miles & Stockbridge P.C., 100 Light Street, Baltimore, MD 21202, Telephone: (410) 727-6464; and (2) Alexander Chemers, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 400 South Hope Street, Suite 1200, Los Angeles, CA 90071, Telephone: (213) 239-9800.

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

Plaintiffs and Class Representatives

Dated:

By: _____
Cheryl Burleigh

Dated:

By: _____
Chad Harris

Defendant Walden University, LLC

Dated:

By: _____
Name:
Title:

Defendant Laureate Education, Inc.

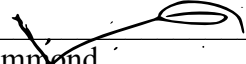
Dated: 4/4/2022

By: _____
Name: _____
Title: Chief Legal Officer

1
2 APPROVED AS TO FORM:

3 Counsel for Plaintiffs and Proposed Class Counsel

4
5 Dated: April 4, 2022

6 By: 
Julian Hammond
Hammond Law, P.C.

7
8 Dated: April 4, 2022

9 By: 
William C. Jhaveri-Weeks
The Jhaveri-Weeks Firm, P.C.

10
11 Counsel for Defendants

12
13 Dated:

14 By: _____
15 Kathleen Pontone
16 Miles & Stockbridge, P.C.

17 Dated:

18 By: _____
19 Alexander Chemers
20 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1
2 APPROVED AS TO FORM:

3 Counsel for Plaintiffs and Proposed Class Counsel

4
5 Dated:

6 By:

Julian Hammond
HammondLaw, P.C.

7
8 Dated:

9 By:

William C. Jhaveri-Weeks
The Jhaveri-Weeks Firm, P.C.

10
11 Counsel for Defendants

12
13 Dated:

14 H/S/22

15 By:

16 Kathleen Pontone
Miles & Stockbridge, P.C.

17 Dated:

18 By:

Alexander Chemers
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1 APPROVED AS TO FORM:

2 Counsel for Plaintiffs and Proposed Class Counsel

3
4 Dated:

By: _____
Julian Hammond
HammondLaw, P.C.

5
6
7 Dated:

By: _____
William C. Jhaveri-Weeks
The Jhaveri-Weeks Firm, P.C.

8
9
10 Counsel for Defendants

11
12 Dated:

By: _____
Kathleen Pontone
Miles & Stockbridge, P.C.

13
14
15 Dated: April 8, 2022

By: Alexander Chemers
Alexander Chemers
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

EXHIBIT A

Burleigh v. Walden University, LLC and Laureate Education, Inc.

Case No. RG21106062

Superior Court of California, Alameda County

If you worked for Walden University as part-time faculty member who was classified as Contributing Faculty or paid according to the Faculty Compensation Schedule in California between January 25, 2017 and May 31, 2022, you are entitled to receive money from a class action settlement.

The California Superior Court, Alameda County, authorized this Class Notice.

This is not a solicitation from a lawyer.

PLEASE READ THIS CLASS NOTICE CAREFULLY. THIS PROPOSED SETTLEMENT AFFECTS YOUR LEGAL RIGHTS.

- The Settlement resolves a class-action lawsuit, *Burleigh v. Walden University, LLC and Laureate Education, Inc.* (the “Lawsuit”), which alleges that Walden University, LLC and Laureate Education, Inc. (“Defendants”): (1) failed to pay Class Members for all hours worked, (2) failed to provide Class Members legally-compliant rest breaks, premium pay for missed rest breaks, and separate hourly pay for rest breaks taken, (3) failed to issue to Class Members accurate itemized wage statements, (4) failed to pay all wages owed upon discharge from employment, and (5) failed to reimburse Class Members for necessary business expenses.
- The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants deny those claims and contend that they complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [add name], about why you object to the Settlement, and they will forward your concerns to counsel who will provide them to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for DATE AND TIME in Department 21 of the Alameda County Superior Court.

- The Settlement fund will be used to settle claims of all Class Members. “Class Members” refers to all part-time faculty members who were classified as Contributing Faculty or paid according to the Faculty Compensation Schedule and who are or have been employed by Defendants in California from January

25, 2017 through May 31, 2022 (“Class Period”). The amount of Class Members’ individual settlements will be calculated pro rata in proportion to the amount each Class Member was paid during the Class Period under the Faculty Compensation Schedule. The Settlement fund will also be used to settle claims brought under the Private Attorneys General Act (“PAGA”) on behalf of all part-time faculty members who were classified as Contributing Faculty or paid according to the Faculty Compensation Schedule and who are or have been employed by Defendants in California from January 26, 2020 through May 31, 2022 (“PAGA Period”).

- The Court has preliminarily approved this Settlement. A Final Approval hearing addressing the fairness, adequacy, and reasonableness of the Settlement is scheduled to be held on **FINAL APPROVAL HEARING DATE** to determine whether the Settlement should receive the Court’s final approval. That date is subject to possible change by the Court without further Notice (see below for where to find more information).
- Lawyers for the Class Members will be asking the Court to award one-third (\$271,666.67) of the Gross Settlement Amount (\$815,000.00) as attorneys’ fees for investigating the facts, litigating the case, and negotiating the Settlement, as well as reasonable costs not to exceed \$25,000 incurred during the Lawsuit. They also will ask the Court to approve an incentive payment of \$7,500 to each of the two named Plaintiffs (*i.e.*, Class Representatives) who assisted in litigating this case for the benefit of all Class Members and who will also be providing Defendants with a general release of claims.
- Any questions? Read on or visit **www. .com**.

BASIC INFORMATION

1. Why did I get this Class Notice package?

Defendants’ records show that you work, or previously worked, for Defendants in California as a part-time faculty member who was classified as Contributing Faculty or paid according to the Faculty Compensation Schedule at some point between January 25, 2017 through May 31, 2022. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

Plaintiffs in this Lawsuit, Cheryl Burleigh and Chad Harris, alleged that during the Class Period, Defendants violated California law by failing to pay Class Members for all hours worked, failing to provide them with legally compliant rest breaks and rest-break premium pay, failing to pay all wages owed upon discharge from employment, failing to furnish accurate wage statements, and failing to reimburse necessary business expenses. Plaintiffs also alleged that Defendants owed PAGA Penalties for those violations of California law during the PAGA Period. As noted above, Defendants deny each of these allegations and contend that Plaintiffs’ claims have no merit. A copy of the most recent version of the Complaint (and other documents, as discussed below) may be found at **www. .com**.

3. Why is this a class action?

In a class action, one or more people called class representatives make allegations on behalf of other people who they allege have similar claims. All these people comprise a class and are referred to as class members, except for those who decide to exclude themselves from the class in response to the class notice. In a class action, one court resolves the issues for all class members in a single case.

4. Why is there a settlement?

The Parties disagree on the probable outcome of the case with respect to liability and damages. Plaintiffs believe that the claims asserted against Defendants are valid and could be proved if the case went to trial. Defendants believe that Plaintiffs' claims have no merit and that Plaintiffs would not prevail if the case went to trial. Defendants further contend that, other than in the context of this Settlement, the case is not suitable for class treatment. The Court has not decided in favor of Plaintiffs or Defendants. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption that are associated with continued litigation, and they have therefore chosen to resolve their differences by entering into this Settlement. The Parties entered into this Settlement after arm's length negotiations using the services of an experienced and neutral mediator. Plaintiffs and Class Counsel believe that this Settlement is fair and reasonable and is in the best interests of all Class Members.

5. What is a class action settlement?

In a class action, the Court must decide whether to grant final approval of the terms of the Settlement described below as fair and reasonable to the Class. Once approved, the Settlement will affect all Class Members who do not opt out. This Class Notice explains your legal rights, the terms of the Settlement, what you must do to participate or opt out, and the amount of money you may get. Please read this entire Class Notice carefully.

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

If you fit the following description, then you are a Class Member: All part-time faculty members who were classified as Contributing Faculty or paid according to the Faculty Compensation Schedule and who are or have been employed by Defendants in California at any time between January 25, 2017 and May 31, 2022.

7. Are there exceptions to being included?

You are not a Class Member if you were not employed by Defendants in California as a part-time faculty member who was classified as Contributing Faculty or paid according to the Faculty Compensation Schedule during the Class Period. You can also choose to be excluded from this Settlement by opting out of this Settlement in the manner described below.

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

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

9. What does the Settlement provide?

The Parties have agreed to settle the Lawsuit for a “Gross Settlement Amount” of Eight Hundred and Fifteen Thousand Dollars (\$815,000). The Settlement is “non-reversionary,” which means that the entire Gross Settlement Amount will be paid out, subject to various Court-approved deductions listed below in this Section, and none of the funds will revert to Defendants. In addition to the Gross Settlement Amount, Defendants will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. The Gross Settlement Amount shall be deemed in satisfaction of claims for: (1) unpaid wages, rest-break premiums, unreimbursed business expenses, penalties, interest, and/or other amounts to be paid to Class Members; (2) attorneys’ fees not to exceed one-third of the Gross Settlement Amount and costs of Class Counsel not to exceed \$25,000; (3) a service payment not to exceed \$7,500 to each of the two named Plaintiffs (\$15,000 total); (4) all costs of third-party settlement administration not expected to exceed \$20,000; and (5) payment to the Labor and Workforce Development Agency (“LWDA”) of \$18,750 as its share of \$25,000 allocated to penalties under PAGA (California Labor Code §§ 2698 *et seq.*).

10. How will Settlement payments to Class Members be calculated?

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

From the Gross Settlement Amount, payments will be made to Class Counsel, the Class Representatives, the LWDA for its share of PAGA Penalties, and the Settlement Administrator. What remains after these payments is called the “Net Settlement Amount.” Its amount will depend on the final Court-approved amounts of the deductions just listed. The Net Settlement Amount shall be paid on a proportional basis to each Class Member based on the amount paid to each Class Member during the Class Period under the Faculty Compensation Schedule. In addition, the employees’ share of PAGA Penalties included in the Net Settlement Amount will be paid on a proportional basis to each Class Member who worked during the PAGA Period based on the amount paid to each Class Member under the Faculty Compensation Schedule during the PAGA Period.

11. How much will I get from the Settlement?

Defendants’ records indicate that you were paid << >> as a part-time faculty member who was classified as Contributing Faculty or paid according to the Faculty Compensation Schedule during the Class Period, and that you were paid << >> during the PAGA Period. Based on these records, your estimated settlement payment as a Class Member would be \$<<EstimatedAward>>.

Class Members who do not opt out will be paid their share of the Net Settlement Amount. 33% of each Settlement Payment will be designated as alleged unpaid wages, for which an IRS Form W-2 shall be issued. 67% of each Settlement Payment will be designated as interest and penalties for which an IRS Form 1099 shall be issued as may be required. Class Members who opt out will still be paid their share of PAGA Penalties, for which an IRS Form 1099 shall be issued as may be required.

If you believe that you were paid a different amount (*i.e.*, a different total amount paid to you under the Faculty Compensation Schedule during the Class Period and/or PAGA Period) than indicated by the numbers above, you may dispute your Settlement Payment calculation by providing written documentation to the Settlement Administrator supporting your position on or before **[RESPONSE DEADLINE]**. Your dispute must contain: your full name, address, signature, last four digits of your Social Security number, and the case name and number, as well as facts supporting your dispute, along with any supporting materials confirming that the payment amounts attributed to you are incorrect. If you do not dispute your calculation and do not opt out of the Settlement, you will receive a Settlement Payment based on the above amounts and will be bound by the Settlement. The Settlement Administrator’s determination of disputes will be final and non-appealable. **If you are a Class Member, you do not need to take any action to receive the Settlement Payment calculated as set forth above.**

12. When would I get my payment?

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

13. What claims am I releasing if I participate in the Settlement?

Class Members who participate in the Settlement will release Defendants, and all of their predecessors, successors, affiliates, subsidiaries, parent companies, assigns, and related entities, and their respective officers, directors, employees, administrators, fiduciaries, trustees, agents, and benefit plans (“Released Parties”) from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, actional or causes of action which are alleged, or could have been alleged based on the facts and claims asserted in the Complaint, and arising during the Class Period, including without limitation to, claims for restitution and other equitable relief, claims for unpaid wages, rest break penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements, failure to reimburse business expenses, declaratory relief, injunctive relief, civil penalties brought under PAGA arising out of the Released Claims during the PAGA Period, claims for penalties of any nature whatsoever arising out of the Released Claims, or any other benefit claimed on account of allegations and claims which are related to the allegations and claims asserted in the Complaint filed in this Lawsuit and thus could have been asserted. This release shall apply to claims arising at any point during the Class Period. The release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers’ compensation, and claims outside of the Class Period.

14. Do I have a lawyer in this case?

The Court has appointed two law firms, HammondLaw, P.C. and The Jhaveri-Weeks Firm, P.C. (“Class Counsel”), to represent you and all the other Class Members in this Lawsuit. Class Counsel will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of one-third of the Gross Settlement Amount (\$271,666.67) to them for attorneys’ fees, as well as costs in an amount not to exceed \$25,000. If Defendants discover that there are more Class Members than currently understood, the Gross Settlement Amount, and the requested one-third attorneys’ fees award, may increase accordingly. The fees approved by the Court will pay Class Counsel for investigating the facts, litigating the case, and negotiating and finalizing the Settlement. Defendants have agreed not to oppose Class Counsel’s application for these fees and expenses. The Court may choose to award less than the amount requested by Class Counsel. The requested payments to the Representative Plaintiffs and to the Settlement Administrator would also come from the balance of the Gross Settlement Amount, and must be approved by the Court.

16. How can I opt out of this Settlement?

You can opt out of this Settlement and retain your rights instead of receiving a payment under this Settlement. To do so, you must prepare and submit in writing a signed and dated statement that you want to be excluded from the Settlement. You must include: your full name, signature, address, last four digits of your Social Security number, the case name and the case number, and a clear statement that you seek to be excluded from the Settlement. Your

written statement must be mailed to the Settlement Administrator, [Administrator], and be postmarked no later than [RESPONSE DEADLINE], or it will not be considered and you will still remain a Settlement Class Member and be bound by the Settlement. [Administrator's] address is listed in Section 23, below. You cannot opt out of the settlement of PAGA claims, so even if you opt out of this class action Settlement, you will still receive a payment for your share of PAGA penalties, if any, and the claim for PAGA penalties pertaining to you will still be settled and released.

17. How do I tell the Court that I do not agree with the Settlement?

If you do not opt out, you can object to the Settlement if you do not agree with it. You should give reasons why you think the Court should not approve the Settlement and the Court will consider your views. To object, and to have the Court hear your views, you should send a letter saying that you object to the Settlement and give your reasons. Be sure to include your full name, address, last four digits of your Social Security number, case name and case number, and a clear statement of the reasons for your objection to the Settlement, and indicate whether you intend to appear at the Final Approval hearing. Your objection is to be mailed to the Settlement Administrator, [Administrator], and must be postmarked no later than [RESPONSE DEADLINE]. [Administrator's] address is listed in Section 23, below.

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to appear at the hearing.

18. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval hearing on [HEARING DATE] in Department 21 of the Alameda County Superior Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections and they have been properly submitted, the Judge will consider them. The Judge will listen to people who attend the hearing and who do not opt out. The Court will also decide how much to award Class Counsel for their attorneys' fees and litigation costs. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take. This hearing may be rescheduled by the Court without further notice to you. If you wish to confirm the date of the hearing, you may contact [Administrator] or Class Counsel, or view the Court's electronic docket for this case as explained below in Section 22.

19. Do I have to come to the hearing?

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

20. May I speak at the hearing?

If you wish to speak at the Final Approval hearing, you may appear in person or by telephone at the scheduled hearing either yourself or through an attorney at your own expense, provided you notify the Court of your intent to do so. You cannot speak at the hearing if you have excluded yourself from the Settlement. To learn how to appear by telephone at the hearing, you may contact Class Counsel or the Settlement Administrator (*see* Sections 22 and 23 below), or you may visit the Court's website and online docket for this case to view any instructions by the Court for appearing at the hearing telephonically (*see* Section 22 for how to access the online docket).

21. What happens if I do nothing at all?

You will be a member of the Settlement Class. You will receive a Settlement Payment calculated as explained in Section 11, above, and you will be bound by the release set forth in Section 13, above. Once the Settlement is finally approved by the Court, and the necessary deadlines have passed, you will be mailed your Settlement check.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This Class Notice summarizes the proposed Settlement. You may call or contact the Settlement Administrator or Class Counsel if you would like more information about the Lawsuit. The Complaint, Motion for Preliminary Approval, and Settlement Agreement may be also obtained on the Settlement website here: [url.com](#). 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 (RG21106062). Images of every document filed in the case may be purchased at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. Class Counsel may be reached at:

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23. How do I get more information?

You may visit [www.\[website\]](#), call the Settlement Administrator at [\[Phone number\]](#), or Class Counsel above, or write to the Settlement Administrator at [\[mailing address\]](#).

PLEASE DO NOT CONTACT THE COURT OR DEFENDANTS WITH INQUIRIES.

Settlement Agreement - proposed final

Final Audit Report

2022-04-01

Created:	2022-04-01
By:	Ally Girouard (ag@jhaveriweeks.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0NpH5sWdFG2NvejPQdLxi_QsmUPFAQQb

"Settlement Agreement - proposed final" History



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Settlement Agreement - proposed final

Final Audit Report

2022-04-01

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