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9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

10 **COUNTY OF VENTURA**

11
12 **MICHAEL UGUCCIONI**, individually and on
behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 **CALIFORNIA LUTHERAN UNIVERSITY**,
16 a California Non-Profit Corporation,

17 Defendant.
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CASE NO. 56-2021-00560166-CU-OE-VTA

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 14, 2022

Time: 8:30 a.m.

Dept.: 40

Reservation # 2670143

1 This matter is before the Court on Plaintiff's unopposed Motion for Preliminary Approval of Class
2 Action Settlement based on a Settlement Agreement in the above-titled case, which is attached hereto as
3 **Exhibit 1**. The motion, having been fully considered by the Court, and it appearing to the Court, upon
4 preliminary examination, that the Settlement set forth herein is within the range of reasonableness, and
5 that a hearing should and will be held after notice to the Class to confirm that the Settlement Agreement
6 is fair, adequate, and reasonable, and to determine whether a judgment should be entered in this action
thereon, **HEREBY ORDERS THE FOLLOWING:**

7 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement,
8 and Amendment thereto (collectively referred to as "Settlement Agreement") and all terms used herein
9 shall have the same meaning as set forth in the Settlement Agreement.

10 2. The Court preliminarily approves the Settlement Agreement and finds that it appears to be
11 within the range of reasonableness as to the Class and Defendant as well as fair, adequate, and reasonable
to the Class.

12 3. For settlement purposes only, the Court grants preliminary certification of the class and
13 finds that the factors under California Code of Civil Procedure § 382 and California Rule of Court 3.769
14 have been met.

15 4. The Court appoints and designates CPT Group, Inc. ("CPT") as Settlement Administrator.
16 The Court further preliminarily approves the payment of the settlement administration costs as provided
in the Settlement Agreement.

17 5. The Court appoints and designates Plaintiff Michael Uguccioni as the Class
18 Representative, and the law firm, HammondLaw, P.C., as Class Counsel.

19 6. The Court preliminarily approves payment from the Gross Settlement Amount of the
20 Service Award to Plaintiff and payment of attorneys' fees and costs to Class Counsel as set forth in the
21 Settlement Agreement, with final approval of those awards to be determined following the class notice
22 process and the submission of a Motion for Attorneys' Fees, Costs, and Class Representative Service
Award.

23 7. The Court preliminarily approves, as to form and content, the Class Notice, in substantially
24 the form attached to the Settlement Agreement as **Exhibit A**. The Court finds the method of disseminating
25 the Class Notice meets the requirements of due process and is the best notice practicable under the
26 circumstances.

8. The Court approves the timeline for administering Class Notice as set forth in the Settlement Agreement, including the timeline for Class Members to submit requests for exclusion, objections, or to dispute the calculation of the settlement allocation listed on his or her Class Notice.

9. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits, or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations or the Labor Workforce Development Agency) regarding claims released by the Settlement Agreement, unless and until such Class Members have filed valid requests to be excluded from the settlement with the Settlement Administrator and the time for requesting exclusion from the settlement has elapsed.

10. The Final Approval Hearing shall be held on _____ to determine whether the Settlement Agreement is fair, adequate, reasonable, and should be approved. The Court reserves the right to continue the date of the Final Approval Hearing and all dates provided for in the Settlement Agreement without further notice to Class Members.

IT IS SO ORDERED.

Date: _____, 2022

Hon. Mark S. Borell
Judge of the Superior Court

EXHIBIT 1

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF VENTURA

MICHAEL UGUCCIONI, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

CALIFORNIA LUTHERAN UNIVERSITY,
a California Non-Profit Corporation,

Defendant.

Case No. 56-2021-00560166-CU-OE-VTA

CLASS ACTION SETTLEMENT AGREEMENT

1 This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into
2 between Michael Uguccione (“Plaintiff” or “Class Representative”) on the one hand, individually and on
3 behalf of the Settlement Class (as defined below), by and through HammondLaw, P.C. (“Class Counsel”),
4 and California Lutheran University (“Defendant”) on the other hand subject to the approval of the Court,
5 as provided below.

6 **1. Definitions.**

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

9 **1.1** “Action” refers to the civil action entitled: *Uguccione v California Lutheran University*, Case
10 No. 56-2021-00560166-CU-OE-VTA, in the Superior Court of California, County of Ventura.

11 **1.2** “Aggrieved Employee” refers to all individuals who are or were employed by Defendant
12 California Lutheran University who were required to work remotely during the PAGA Period who are
13 alleged to have claims under PAGA regarding reimbursement of business expenses.

14 **1.3** “Class Counsel” refers to the attorneys of record for the Class Representatives, *i.e.*,
15 HammondLaw, P.C.

16 **1.4** “Class Period” means June 1, 2019 through May 31, 2022.

17 **1.5** “Class Member” refers to all employees of Defendant in California during the Class Period
18 who were required to work remotely.

19 **1.6** “Class Notice” refers to the form of direct-mail notice substantially in the form attached as
20 “**Exhibit A**”.

21 **1.7** “Complaint” refers to the operative Complaint in this Action.

22 **1.8** “Final Approval Hearing” refers to the hearing at which the Court will make a final
23 determination whether the terms of the Settlement are fair, reasonable, and adequate for the Class and
24 meet all applicable requirements for approval.

25 **1.9** “Final Approval Order” refers to the final order by the Court approving the Settlement
26 following the Final Approval Hearing and entering final judgment.

27 **1.10** “Effective Date” refers to the date on which the Defendant transmits the Gross Settlement
28 Amount to the Settlement Administrator.

1 **1.11** “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum
2 settlement payment of Six Hundred Fifty Thousand Dollars (\$650,000) Defendant will be obligated to
3 make. The GSA includes Plaintiff’s attorneys’ fees and litigation costs, the Class Representative Service
4 Award, Settlement Administration Expenses, the PAGA Award, and the Net Settlement Amount from
5 which payments to the Settlement Class will be made.

6 **1.12** “Net Settlement Amount” (also referred to herein as “NSA”) refers to the maximum amount
7 that will be available for distribution to Settlement Class Members. The NSA shall consist of the GSA
8 after deducting from the GSA the following: Plaintiff’s Court-approved attorney’s fees and litigation
9 costs, the Class Representative Service Award, Settlement Administration Costs, the Enhancement
10 Award, and the PAGA Award.

11 **1.13** “Parties” are Plaintiff and Defendant.

12 **1.14** “PAGA Award” means the \$25,000 that will be set aside for the PAGA penalty, with \$18,750
13 paid to the LWDA and the remaining \$6,250 payable to the Class Members who worked during the PAGA
14 Period regardless of whether they opt out of the Settlement.

15 **1.15** “PAGA Period” means the period from May 21, 2020 through May 31, 2022.

16 **1.16** “Released Claims” means the claims and causes of action released by Settlement Class
17 Members, Aggrieved Employees, and Plaintiff as described in Paragraph 18 of this Agreement.

18 **1.17** “Released Parties” include Defendant and its subsidiaries, affiliates, predecessors,
19 successors, and related entities, and its and their respective officers, directors, regents, fiduciaries, trustees,
20 agents, and benefit plans.

21 **1.18** “Request for Exclusion” refers to a request to be excluded from the Settlement, mailed to
22 the Administrator and postmarked on or before the Response Deadline.

23 **1.19** “Response Deadline” is 45 days calendar days after the date that the Class Notice is mailed
24 to Class Members.

25 **1.20** “Enhancement Award” refers to monetary awards to the Plaintiff, not to exceed Seven
26 Thousand Five Hundred Dollars (\$7,500), for his service as Class Representative, as described below, and
27 for his agreement to a general release, to be paid from the GSA, subject to approval by the Court.
28

1 **1.21** “Settlement Administrator” refers to CPT, Inc., the third-party administrator mutually
2 selected by the parties.

3 **1.22** “Settlement Administration Costs” refers to the cost of Settlement Administration. This cost
4 will be paid out of the GSA, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00).

5 **1.23** “Settlement Class Member” refers to Class Members who do not request exclusion from the
6 Settlement.

7 **1.24** “Settlement Payment” refers to the amount paid to Settlement Class Member.

8 **2. Procedural History and Recitals.**

9 On November 15, 2021, Plaintiff filed a PAGA Notice with the LWDA alleging Defendant failed
10 to reimburse business-related expenses of Class Members in violation of Labor Code § 2802. On
11 November 17, 2021, Plaintiff filed this action alleging a class cause of action for the Labor Code § 2802
12 violations alleged in his PAGA Notice as well as a cause of action for unfair, unlawful, and/or fraudulent
13 business practices in violation of Business & Professions Code § 17200, *et seq.*

14 On May 24, 2022 the Parties participated in a mediation session with Lou Marlin, an experienced
15 mediator who has mediated numerous wage-hour class actions. At the mediation session, the Parties
16 reached the basic terms of a settlement memorialized in this Agreement.

17 This Agreement is entered into solely for the purpose of compromising highly disputed claims.
18 Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or
19 wrongdoing. Defendant makes no admission of liability or wrongdoing by virtue of entering into this
20 Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification
21 and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful
22 activity, has failed to comply with the law in any respect, has any liability to anyone under the claims
23 asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This
24 Settlement and Plaintiff’s and Defendant’s willingness to settle the Action will have no bearing on, and
25 will not be admissible in connection with, any litigation (other than solely in connection with this
26 Settlement). Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and
27 finally settle the Action and Released Claims.

1 **2.1** As set forth above, without admitting any wrongdoing or liability, Defendant is willing to
2 agree to the terms of the Settlement in order to settle, compromise, and fully resolve the Action and
3 Released Claims.

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

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

11 **4. Establishment of the GSA.**

12 Within 10 business days of the date the Final Approval Order and Judgment is signed if no
13 objections to the Settlement are filed, or if objections are filed and overruled, then 61 days following date
14 the Final Approval Order and Judgment is signed, Defendant shall transmit the GSA to the Settlement
15 Administrator. If an appeal is taken from the Final Approval Order, then Defendant shall transmit the
16 GSA to the Settlement Administrator within 10 business days after the appeal is withdrawn or after an
17 appellate decision affirming the final approval decision becomes final. This Settlement is non-
18 reversionary and under no circumstances will any part of the GSA revert to Defendant.

19 **5. Attorneys' Fees and Costs.**

20 Class Counsel shall request attorneys' fees up to 1/3 of the GSA for attorneys' fees; and up to
21 \$25,000 for reimbursement of litigation costs. Defendant agrees to not oppose Class Counsel's request for
22 attorneys' fees and costs in these amounts. Any unapproved amount of attorneys' fees and litigation costs
23 will be added to the NSA and be distributed to the Settlement Class Members.

24 **6. Enhancement Award.**

25 **6.1** Class Counsel shall request an Enhancement Award of up to not to exceed Seven Thousand
26 Five Hundred Dollars (\$7,500) for Plaintiff. Any unapproved amounts will be added to the NSA and be
27 distributed to the Settlement Class Members.

1 **7. PAGA Award**

2 Subject to Court approval, \$25,000.00 shall be attributed to Plaintiff's claims under PAGA. The
3 Settlement Administrator shall apportion and distribute the \$25,000 as follows: (a) 75% of this amount
4 (\$18,750) shall be paid to the LWDA as its share of civil penalties for PAGA claims; and (b) 25% of this
5 amount (\$6,250) shall be added to the NSA and distributed to the Settlement Class Members who were
6 employed during the PAGA Period.

7 **8. Costs of Settlement Administration.**

8 The Parties have mutually agreed to the selection of CPT, Inc. ("Settlement Administrator"), to
9 undertake the administration of the Settlement in this Action. The Parties estimate that the costs and
10 expenses of administration of the settlement will not exceed \$15,000.00.

11 **9. Distribution of the NSA.**

12 **9.1** The NSA shall be paid pro rata based on the number of pay periods that each Class Member
13 worked remotely during the Class Period.

14 **9.2** The 25% of the PAGA Penalties shall be paid per capita to Class Members who worked
15 during the PAGA Period.

16 **9.2.1** If a Class Member timely and validly submits a Request for Exclusion, as set forth herein,
17 their share will return to the NSA and will be distributed to the remaining Settlement Class Members,
18 except Class Members who opt out from the Class will still receive their PAGA Payment share and will
19 release the Released PAGA Claims.

20 **9.2.2** 100% of the Settlement payment shall be allocated as non-wage payments and reported on
21 an IRS Form 1099.

22 **9.2.3** 100% of the PAGA payments made to Class Members who opt out of the Settlement shall
23 be allocated as penalties and reported on an IRS Form 1099.

24 **9.3** Payments to Class Members pursuant to this Settlement Agreement will not be construed as
25 compensation for purposes of determining eligibility for or benefit calculations of any health and welfare
26 benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, including,
27 without limitation, all plans, subject to Employee Retirement Income Security Act ("ERISA").
28

1 **10.** Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged
2 signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of
3 omission or commission, the same is true for the Settlement Administrator.

4 **11. Notice Administration.**

5 **11.1.1** Within 20 calendar days of the order granting preliminary approval of the Settlement
6 (“Preliminary Approval Order”) Defendant shall provide the Settlement Administrator with the following
7 information (“Class Data List”):

8 (a) the names, employment identification number, last known addresses, last known telephone
9 numbers, and Social Security numbers of each Class Member; and

10 (b) the number of pay periods worked by each Class Member during the Class Period.

11 **11.1.2** Upon its receipt of the Class Data List, the Settlement Administrator shall access the
12 National Change of Address (“NCOA”) Database, and update the addresses contained therein.

13 **11.1.3** Within thirty days of the Preliminary Approval Order, the Settlement Administrator
14 shall provide the Class Notice by bulk first class mail, forwarding requested, to the Class Members at the
15 addresses identified through the process described above.

16 **11.1.4** As to any Class Notices that are returned as undeliverable, or where the NCOA
17 Database indicates that the last known address of any Class Member is invalid or otherwise undeliverable,
18 the Settlement Administrator will perform a skip trace procedure and re-mail all returned, undelivered
19 mail within five calendar days of the date on which the Settlement Administrator is informed that a Class
20 Notice is undeliverable or otherwise invalid.

21 **12. Request for Exclusion.**

22 **12.1** Any Class Member may elect to opt out of the Settlement by submitting a written Request
23 for Exclusion to the Settlement Administrator, postmarked no later than the Response Deadline. The
24 Request for Exclusion must contain the following: full name, signature, address and last four digits of
25 their social security number; and a clear statement that he or she seeks to be excluded from the Settlement.
26 The Settlement Administrator shall immediately send all Requests for Exclusion to Defendant’s counsel
27 and Class Counsel. A Class Member who fails to comply with the opt out procedure set forth herein on
28

1 or before the Response Deadline will not be excluded and will instead be bound by all provisions of the
2 Settlement Agreement and all orders issued pursuant thereto.

3 **12.2** Any Class Member who elects to opt out of the Class in the manner and within the time limits
4 specified above (1) will not have any rights under the Settlement Agreement; (2) will not be entitled to
5 receive any compensation under the Settlement Agreement other than his or her share of PAGA penalties;
6 (3) will not have standing to submit any objection to the Settlement Agreement; and (4) will not be bound
7 by the Settlement Agreement other than the Aggrieved Employees Release.

8 **13. Objections.**

9 Any Class Member who does not request exclusion from the Settlement may object to the
10 Settlement Agreement by sending the Settlement Administrator, postmarked no later than the Response
11 Deadline, a written statement objecting to the Settlement. The written objection must contain: full name,
12 address, last four digits of their social security number, the case name and number of the Action, and a
13 clear statement of the basis for their objection. The Settlement Administrator shall immediately send all
14 objections to counsel for Defendant and Class Counsel.

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

18 The Parties and their counsel will not seek to solicit or otherwise encourage any Class Member to
19 submit an opt out request or objection, nor encourage any Class Member to appeal from the final judgment.
20 Defendant shall not be responsible for the fees, costs, or expenses incurred by Class Counsel or the Class
21 Members arising from or related to any Class Members who submit objections or otherwise purport to
22 object to this Agreement or related to any appeals thereof.

23 **14. Resolution of Disputes.**

24 If any Class Member timely disputes the number of pay periods listed on their Class Notice or the
25 date(s) of issue, the dispute will be submitted to the Settlement Administrator, who will examine the
26 records and either verify the calculation or provide a corrected calculation. Disputes must be in writing
27 that is submitted to the Settlement Administrator, postmarked on or before the Response Deadline. The
28 dispute must contain: Class Member's full name, address, signature, and last four digits of their Social

1 Security number; and any facts supporting the Class Member's dispute, along with any supporting
2 materials confirming that the pay periods attributed to them are incorrect. The Settlement Administrator's
3 determination of disputes will be final and non-appealable.

4 **15. Payment Procedure.**

5 **15.1** Within 10 days of receipt of the GSA, the Settlement Administrator will distribute, subject
6 to approval by the Court: (a) Settlement Payments to Class Members; (b) attorneys' fees and costs to Class
7 Counsel; (c) Settlement Administration Costs to the Settlement Administrator; (d) Enhancement Awards
8 to the Class Representatives; and (e) the LWDA's share of the PAGA Penalties.

9 **15.2 Uncashed Checks:** Settlement Checks that are not cashed within ninety days from the date
10 of issuance by the Settlement Administrator will be voided and the funds will be donated and distributed
11 to the Kingsmen Shakespeare Company as the *cy pres* in accordance with California Code of Civil
12 Procedure § 384. The Parties each represent that they do not have any significant affiliation or
13 involvement with the proposed *cy pres* recipient. Any tax forms issued by the Settlement Administrator
14 to Class Members who do not cash their settlement check in the required period will be withdrawn and
15 voided by the Settlement Administrator.

16 **16. No Tax Advice.**

17 The Parties are not giving any tax advice in connection with the settlement or any payments to be
18 made pursuant to this settlement including, but not limited to, within the meaning of United States
19 Treasury Circular 230 (31 CFR part 10, as amended). The Parties do not assume any liability for taxes,
20 fees, costs, or assessments resulting from any Settlement Class Members' failure to timely pay their share
21 of taxes, interest, fees, or penalties owed.

22 **17. Non-Materiality of Attorneys' Fees, Costs and Enhancement Awards.**

23 Any denial or reduction in amount by the Court of the application for attorneys' fees and litigation
24 costs, Enhancement Awards, and/or Settlement Administration Costs will in no way affect the validity the
25 remainder of this Settlement Agreement, or give rise to a right to abrogate this Settlement Agreement.

26 **18. Released Claims:**

27 **18.1 Settlement Class Member Release.** Upon the Effective Date, in exchange for the
28 consideration set forth herein, Plaintiff and all other Settlement Class Members will release the Released

1 Parties from those claims and causes of action alleged in the Complaint as well as any and all claims and
2 causes of action that could reasonably have been alleged in the Complaint and arising during the Class
3 Period.

4 **18.2 Aggrieved Employees Release.** Upon the Effective Date, in exchange for the consideration
5 set forth herein, Plaintiff and all other Aggrieved Employees will release the Released Parties from those
6 claims and causes of action alleged in the Complaint, including civil penalty claims and potential civil
7 penalty claims under PAGA, as well as any and all claims that could reasonably have been alleged based
8 on the facts and claims asserted in the Complaint and arising during the PAGA Period.

9 **18.3 Plaintiff's General Release:** Upon the Effective Date, Plaintiff, on his own individual
10 behalf, agrees to, in addition to a release of Released Claims, generally release the Released Parties from
11 any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities,
12 expenses, and losses and issues of any kind or nature whatsoever, that he may have had against the
13 Released Parties that arise on or before the date Plaintiff executes this agreement. Plaintiff acknowledges
14 that he may have claims that are presently unknown and that the release contained in this Settlement
15 Agreement is intended to and will fully, finally, and forever discharge all claims against the Released
16 Parties, whether now asserted or un-asserted, known or unknown, suspected or unsuspected, which now
17 exist, or heretofore existed or may hereafter exist, which if known, might have affected her decision to
18 enter into this release. The foregoing waiver includes, without limitation, an express waiver, to the fullest
19 extent permitted by law, by Plaintiff of any and all rights under California Civil Code section 1542, which
20 provides:

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

26 **18.4** The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
27 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
28 any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

1 **19. Application for Preliminary Approval Order.**

2 **19.1** After the Parties' execution of this Settlement Agreement, Plaintiff shall file a motion for
3 preliminary approval of the Settlement, requesting a Preliminary Approval Order that contains the
4 following provisions:

5 **19.1.1** preliminarily approving the Settlement Agreement;

6 **19.1.2** preliminarily approving and certifying the Class for settlement purposes only;

7 **19.1.3** approving the form of the Class Notice, and finding that the proposed method of
8 disseminating the Class Notice meet the requirements of due process and is the best notice practicable
9 under the circumstances;

10 **19.1.4** establishing the procedures and the deadline by which Class Members may assert
11 objections to the Settlement, seek exclusion from the Settlement, and/or dispute their Settlement Shares;
12 and

13 **19.1.5** setting a date for the Final Approval Hearing.

14 **20. Final Approval Order and Final Judgment.**

15 **20.1** If the Settlement is preliminarily approved by the Court, the Parties shall thereafter request
16 that the Court enter an order granting final approval of the Settlement and judgment based thereon ("Final
17 Approval Order and Judgment"), which includes the following provisions:

18 **20.1.1** confirming certification of the Class for settlement purposes only;

19 **20.1.2** finding that the dissemination of the Class Notice in the form and manner ordered by
20 the Court was accomplished as directed, met the requirements of due process; and

21 **20.1.3** finally approving the Settlement Agreement as fair, reasonable and adequate and
22 directing consummation of the Settlement in accordance with its terms and provisions;

23 **20.1.4** directing the Parties to implement the terms of the Settlement Agreement;

24 **20.1.5** releasing and discharging the Released Parties from any and all liability with respect
25 to the Released Claims;

26 **20.1.6** awarding reasonable attorneys' fees and litigation costs to Class Counsel;

27 **20.1.7** awarding Enhancement Award to Class Representative;

1 **20.1.8** awarding Settlement Administration Costs to the Settlement Administrator as
2 determined by the Court;

3 **20.1.9** approving the allocation of PAGA Penalties to the LWDA;

4 **20.1.10** entering final judgment on the Operative Complaint; and

5 **20.1.11** preserving continuing and exclusive jurisdiction over all matters related to the
6 administration and consummation of the terms of this Settlement and enforcement of the Judgment.

7 **21. Effect of Settlement Not Being Final.**

8 In the event that the Settlement does not become final, or is negated, then the Settlement
9 Agreement will become null and void and of no force and effect whatsoever, any class and representative
10 action, which were certified for settlement purposes only, shall be vacated, and shall be of no force or
11 effect whatsoever, and all negotiations, proceedings, and statements relating thereto will be without
12 prejudice as to the rights of any and all Parties hereto, none shall be admissible or construed as an
13 admission or concession of any kind by the Parties, in whole or part, and all Parties and their respective
14 predecessors and successors will be deemed to have reverted to their respective positions in the Action as
15 of the date and time immediately prior to the execution of this Settlement Agreement.

16 **22. Escalator Clause.**

17 If the total number of Class Members exceeds 636 by more than 7.5%, then the GSA shall be
18 increased proportionally for each Class Member in excess of 636. By way of example, if the number of
19 Class Members increases by 8.5%, the GSA shall be increased by 1%.

20 **23. No Admissions.**

21 The Parties understand and agree that this Settlement Agreement is the result of a good faith
22 compromise settlement of disputed claims, and no part of this Settlement Agreement, or the negotiations
23 leading thereto, or any document filed in support thereof, should be construed as an admission of any
24 wrongdoing by Defendant or the Released Parties.

25 **24. Avoidance of Undue Publicity.**

26 The Parties and their counsel agree that they will not issue any press releases, communicate to the
27 press, media or to the public, through social media or otherwise, the settlement terms or amount unless
28 and until Plaintiff has filed his motion for preliminary approval. Nothing herein will restrict Class

1 Counsel from including publicly available information regarding this settlement in future judicial
2 submissions regarding Class Counsel's qualifications and experience.

3 **25. Non-Disparagement**

4 Released Parties agree that all inquiries about Plaintiff shall be referred to Human Resources, who
5 will confirm the Plaintiff's dates of employment and position held. No other information concerning
6 Plaintiff's work history will be provided by Human Resources without authorization from Plaintiff.

7 **26. Construction.**

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

12 **27. Due Authority of Attorneys.**

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

18 **28. Entire Agreement.**

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

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

3 **29. 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 **30. Successors.**

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

10 **31. Counterparts.**

11 This Settlement Agreement may be executed in counterparts, each of which will be deemed an
12 original, and all of which together will constitute one and the same instrument.

13 **32. Waivers.**

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

17 **33. Governing Law.**

18 This Settlement Agreement will be governed by and construed, enforced, and administered in
19 accordance with the internal laws of the State of California.

20 **34. Headings.**

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

23 **35. Notices.**

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

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

To Defendant, to the attention of Natasha Baker and Matt Burris, Novus Law Firm, 1450 Maria Lane, Suite 330, Walnut Creek, CA 94596; Telephone: (925) 239-1843.

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

Plaintiff and Proposed Class Representative

Dated: 7/12/2022, 2022 By: Mike Ugucioni
Michael Ugucioni

California Lutheran University

Dated: July 27, 2022 By: Karen L. Davis
Karen Davis
Vice President of Administration and Finance
On behalf of Defendant

APPROVED AS TO FORM:

**Counsel for Plaintiff and
Proposed Class Counsel**

Dated: July 12, 2022 By: Julian Hammond
Hammond Law, P.C.

Counsel for Defendant

Dated: July 27, 2022 By: M. W. Burris
Matthew W. Burris
Novus Law Firm

Exhibit A

Michael Uguccioni v. California Lutheran University
Ventura County Superior Court, Case No 56-2021-00560166-CU-OE-VTA

The California Superior Court, Ventura County, authorized this Class Notice.
This is not a solicitation from a lawyer.

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

If you worked for California Lutheran University (“Defendant”) between June 1, 2019 and May 31, 2022 and worked remotely during this period, you are entitled to participate in this Class Action Settlement. All such employees are referred to herein as “Class Members.”

- The settlement resolves a class-action lawsuit, *Michael Uguccioni v. California Lutheran University* (the “Lawsuit”), which alleges Defendant failed to reimburse Class Member for their remote work expenses. The Court has preliminarily approved this settlement. A final fairness hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on **[FINAL APPROVAL HEARING DATE]** to determine whether the Settlement should receive the Court’s final approval.
- The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Class Action Settlement, 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.
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. 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 40 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, CA, 93003.

Any questions? Read on and visit **www. .com.**

BASIC INFORMATION

1. Why did I get this Class Notice package?

Defendant's records show that you currently work, or previously worked, for Defendant in California at some point between June 1, 2019 and May 31, 2022 and that you worked remotely. 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?

Plaintiff alleged that from June 1, 2019 and May 31, 2022, Defendant violated California law by failing to reimburse Class Members for a reasonable portion of their business expenses related to their use of their home offices and other necessary business expenses for work. As noted above, Defendant denies each of these allegations and contends that Plaintiff's claims have no merit whatsoever. A copy of the most recent version of the Complaint may be found at www. .com.

3. Why is this a class action?

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

4. Why is there a settlement?

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

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

If you fit the following description then you are a Class Member: All persons who are or have been employed by Defendant in California at any time between June 1, 2019 and May 31, 2022 and worked remotely during that time period.

6. I'm 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 20 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.

7. What does the settlement provide?

The Parties have agreed to settle the Lawsuit for a "Gross Settlement Amount" of Six Hundred and Fifty Thousand Dollars (\$650,000) on a non-reversionary basis. This means that the entire Gross Settlement Amount will be paid out, subject to various Court-approved deductions listed below in this Section. The Gross Settlement Amount shall be deemed in satisfaction of claims unreimbursed business expenses, penalties, interest, and/or other amounts to be paid to Class Members; (2) attorneys' fees not to exceed 1/3 of the Gross Settlement, and costs of Class Counsel not to exceed \$25,000; (3) service payment to the Class Representative not to exceed \$7,500; (4) all costs of third-party administration not expected to exceed \$15,000; and (5) PAGA penalties in the amount of \$25,000.

8. How was payment calculated?

From the Gross Settlement Amount, payments will be made to the Class Counsel, the Class Representative, and the Settlement Administrator. What remains after these payments are made is called the "Net Settlement Amount," which is estimated to be in the amount of approximately \$, depending on the final Court-approved deductions as discussed above. The Net Settlement Amount shall be distributed pro rata to each Class Member based on the number of paychecks issued to them during the Class Period. 25% of the amount allocated to PAGA penalties, will be distributed to Class Members who worked during the PAGA Period, defined as the period between May 20, 2020 and May 31, 2022, pro rata based on the number of paychecks issued to them during the PAGA Period, regardless of whether they choose to opt out of the other terms of the Settlement.

9. How Much will I get from the settlement?

Defendant's records indicate that you had << >> paychecks issued to you between June 1, 2019 and May 31, 2022. Based on these records, your estimated payment as a Class Member would be \$<<EstimatedAward>>.

Defendant's records indicate that you had << >> paychecks issued to you between May 20, 2020 to May 31, 2022. Based on these records, your estimated PAGA payment would be \$<<EstimatedPAGA>>.

Class Members who do not opt-out will be paid out of the Net Settlement Amount. 100% of your payment will be allocated to non-wage and hour claims and shall be reported to the extent required.

If you believe that you had a different number of paychecks issued to you during the Class Period or PAGA Period than the number referenced above, you may dispute your calculation by providing written documentation to the Settlement Administrator supporting your position on or before [RESPONSE DEADLINE]. If you do not dispute your paychecks 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(s) set forth above.**

10. When would I get my payment?

As set forth in Section 16, below, the Court will hold a hearing on [DATE OF FINAL APPROVAL] to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone has filed a timely objection. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, you may call the Settlement Administrator at XXX-XXX-XXXX, or contact Class Counsel (see Section 20 for contact info.). *Please be patient.*

11. What claims am I releasing?

Class Members who participate in the Settlement will release Defendant, its subsidiaries, affiliates, predecessors, successors, and related entities, and its and their respective officers, directors, regents, fiduciaries, trustees, agents, and benefit plans (“Released Parties”) from any and all claims that were alleged in the Action or that reasonably could have been alleged based on the facts set forth in the Action. Class Members employed during the PAGA Period will release all claims for PAGA Penalties based on the claims that were alleged in the action and arising during the PAGA Period. You will release the PAGA claims and be paid your share of PAGA Penalties whether or not you choose to opt out of the settlement.

12. Do I have a lawyer in this case?

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

13. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of \$216,666.67 (i.e., 1/3 of the Gross Settlement) to them for attorneys’ fees, as well as costs in an amount not to exceed \$25,000. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Defendant has agreed not to oppose Class Counsel’s application for these fees and expenses. The Court may choose to award less than the amount requested by Class Counsel. All other payments to the Representative Plaintiff, and to the Settlement Administrator also come from the balance of the Gross Settlement.

14. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must prepare and submit in writing your signed and dated statement that you want to be excluded from the settlement. You must include your name, signature, address and last four digits of your social security number, and a clear statement that you seek to be excluded from the Settlement. You will have 45 days from the date of mailing of this Notice to you to do so. Your written statement must be mailed to the Settlement 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. _____ address is listed in section 21, below.

15. 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 will have 45 days from the date of this mailing to you to do so. You should give reasons why you think the Court should not approve the settlement and the Court will consider your views. To object, and to have the Court hear your views, you should

send a letter saying that you object to the settlement and give your reasons. Be sure to include your name, address and last four digits of your social security number, and provide a clear statement of the reasons you object to the settlement, and indicate whether you intend to appear at the Final Fairness Hearing. Your objection is to be mailed to the Settlement Administrator, _____, and must be postmarked no later than [RESPONSE DEADLINE]. _____ address is listed in section 21, 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.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on [DATE OF FINAL APPROVAL HEARING] in Department 40 of the Ventura County Superior Court located at 800 S Victoria Ave, Ventura, CA 93003. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Judge will listen to people who attend the hearing and who do not opt out. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Judge may have. But, you are welcome to come at your own expense, if any. 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.

18. May I speak at the hearing?

If you wish to speak at the Final Approval Hearing, you may appear at the scheduled Final Approval Hearing. You cannot speak at the hearing if you have excluded yourself from the Settlement.

19. What happens if I do nothing at all?

You will be a member of the settlement class. You will be bound by the release as set forth under Section 11. 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

20. Are there more details about the settlement?

This Class Notice summarizes the proposed settlement. You may call or contact the Settlement Administrator or Class Counsel if you would like more information about the case. The pleadings and other records in this litigation, including the Settlement Agreement, may be also obtained on the settlement website here: [url.com](#). The pleadings and other records in this litigation may be examined by emailing your request to RecordsCorrespondence@ventura.courts.ca.gov. There is a fee of \$15.00 per search request and \$0.50 per page. Class Counsel may be reached at:

HAMMONDLAW, P.C.
Julian Hammond (SBN 268489)

jhammond@hammondlawpc.com
Polina Brandler (SBN 269086)
pbrandler@hammondlawpc.com
Ari Cherniak (SBN 290071)
acherniak@hammondlawpc.com
1201 Pacific Ave Suite 600
Tacoma WA 98402
Tel: (310) 601-6766
Fax: (310) 295-2385

21. How do I get more information?

You may visit www._____.com/Case-information, write to the Settlement Administrator at: _____, call the Settlement Administrator at _____, or Class Counsel above, or write to the Settlement Administrator at _____.

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT WITH INQUIRIES.

JULIAN HAMMOND (SBN 268489)
jhammond@hammondlawpc.com
POLINA BRANDLER (SBN 269086)
pbrandler@hammondlawpc.com
ARI CHERNIAK (SBN 290071)
acherniak@hammondlaw.com
HAMMONDLAW, P.C.
1201 Pacific Ave Suite 600
Tacoma WA 98402
(310) 601-6766
(310) 295-2385 (Fax)
Attorneys for Plaintiff and the Putative Classes

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF VENTURA

MICHAEL UGUCCIONI, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

**CALIFORNIA LUTHERAN
UNIVERSITY**, a California Non-Profit
Corporation,

Defendant.

Case No. 56-2021-00560166-CU-OE-VTA

**AMENDMENT TO CLASS ACTION
SETTLEMENT AGREEMENT**

On July 27, 2022 Michael Ugucioni ("Plaintiff") and California Lutheran University ("Defendant") executed a Class Action Settlement Agreement ("Settlement Agreement") in, *Ugucioni v. California Lutheran University*, Case No. 56-2021-00560166-CU-OE-VTA. The Parties hereby amend that Settlement Agreement as follows (additions are in bold). The revised proposed Class Notice consistent with this Amendment is attached as **Exhibit A**.

Section 9.1 of the Settlement Agreement is amended as follows:

The NSA shall be paid pro rata based on the number of pay periods that each Class Member worked remotely during the Class Period. **In determining the number of pay periods worked during the Class Period, Class Members who were paid once a month will be credited with two pay periods per monthly payment (i.e., have a 2x multiplier applied to their monthly pay periods) and Class Members who were paid bi-weekly will be credited with one pay period per payment.**

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

Plaintiff and Proposed Class Representative

Dated: 8/16/2022, 2022 By: Mike Ugucioni
Michael Ugucioni

California Lutheran University

Dated: _____, 2022 By: _____
Name: Richard Ysasi
Title: Interim V.P. of Administration and Finance
On behalf of Defendant

APPROVED AS TO FORM:

Counsel for Plaintiff and Proposed Class

Dated: 8/17, 2022 By: Julian Hammond
Hammond Law, P.C.

Counsel for Defendant

Dated: _____, 2022 By: _____
Matthew Burris
Novus Law Firm

On July 27, 2022 Michael Ugucioni ("Plaintiff") and California Lutheran University ("Defendant") executed a Class Action Settlement Agreement ("Settlement Agreement") in, *Ugucioni v. California Lutheran University*, Case No. 56-2021-00560166-CU-OE-VTA. The Parties hereby amend that Settlement Agreement as follows (additions are in bold). The revised proposed Class Notice consistent with this Amendment is attached as **Exhibit A**.

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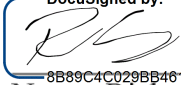
IN WITNESS WHEREOF, this Amendment to the Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Plaintiff and Proposed Class Representative

Dated: _____, 2022 By: _____
Michael Ugucioni

California Lutheran University

DocuSigned by:

Dated: 8/20/2022, 2022 By: 

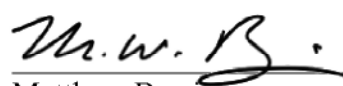
8B89C4C029BB461...
Name: Richard Ysasi
Title: Interim V.P. of Administration and Finance
On behalf of Defendant

APPROVED AS TO FORM:

Counsel for Plaintiff and Proposed Class

Dated: _____, 2022 By: _____
Julian Hammond
Hammond Law, P.C.

Counsel for Defendant

Dated: August 16, 2022 By: 
Matthew Burris
Novus Law Firm