

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

This Class and Representative Action Agreement and Release (“Agreement”) encompasses the action, *Erin Reilly v. California Institute of Integral Studies*, San Francisco County Superior Court, Case No. CGC-22-601803.

This Agreement is entered into between Plaintiff Erin Reilly (“Plaintiff”), individually and on behalf of all others similarly situated, as well as on behalf of the State of California with respect to the PAGA Members, and Defendant, the California Institute of Integral Studies (“CIIS” or “Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties.”

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Class Claims” and “Released PAGA Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon final Court approval, contains the essential terms of the Parties’ agreement. Plaintiff and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class, PAGA Members, and the State of California.

DEFINITIONS

1. Action

“Action” means both (a) the civil action filed by Plaintiff on September 14, 2022, entitled *Erin Reilly v. California Institute of Integral Studies*, San Francisco County Superior Court, Case No. CGC-22-601803, and (b) the related PAGA Notice Letter filed by Plaintiff Reilly on December 7, 2021. The Parties agree that the Action includes all claims and causes of action alleged in the operative First Amended Complaint, filed on October 19, 2023, and in the related PAGA Notice Letter, which was submitted to the California Labor and Workforce Development Agency (“LWDA”) on December 7, 2021.

2. Class Counsel

“Class Counsel” means GrahamHollis APC.

3. Class Counsel Award

“Class Counsel Award” means the attorneys’ fees for Class Counsel’s litigation and resolution of the Action, and Class Counsel’s actual expenses and costs incurred and to be incurred in connection with the Action.

4. Class Information

“Class Information” or “Class Data” means information on the Class Members compiled from Defendant’s records and provided to the Settlement Administrator in a Microsoft Excel

spreadsheet, including each Class Member's full name; last known address; social security number; dates of employment; and additional information sufficient for the Settlement Administrator to determine the Workweeks and Pay Periods for each Class Member and each PAGA Member.

5. Class Members

"Class" or "Class Members" means "All current and former non-exempt employees employed in Defendant's American College of Traditional Chinese Medicine ("ACTCM") program in California who were employed as an Adjunct Didactic Instructor and/or an Adjunct Clinical Supervisor from March 18, 2018 to November 24, 2023 (the "Class Members").

6. Class Settlement

"Class Settlement" means the settlement and resolution of the Released Class Claims.

7. Class Period

"Class Period" is from March 18, 2018 to November 24, 2023.

8. Class Representative

The "Class Representative" is Plaintiff Erin Reilly.

9. Class Representative Enhancement Award

"Class Representative Enhancement Award" means the amount that the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and/or Individual PAGA Payment, in recognition of her efforts and the risks attendant to assisting with the prosecution of the Action, and for executing a general release of claims with Defendant.

10. Court

"Court" means the Superior Court of the State of California for the County of San Francisco.

11. Defendant

"Defendant" means the California Institute of Integral Studies ("CIIS").

12. Effective Date

"Effective Date" means the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement and no appeal was filed, the day after the deadline for filing a notice of appeal from the Judgment has expired; or (iii) if a timely appeal from

the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

13. Final Approval Hearing

“Final Approval Hearing” means the final hearing at which the Court reviews the fairness, reasonableness, and adequacy of the Settlement, and decides whether the Settlement meets all requirements for final approval.

14. Final Judgment

“Final Judgment” means a judgment issued by the Court approving this Agreement as binding upon the Parties following the Final Approval Hearing.

15. Gross Settlement Amount

“Gross Settlement Amount” or “GSA” means the total maximum amount payable under the terms of this Agreement by Defendant, which is the gross sum of Two-Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00), subject to the “Modification Provision” below. The GSA includes all of the following: (a) the Individual Settlement Payments to Participating Class Members; (b) payment of the Settlement Administration Costs as approved by the Court; (c) the Class Representative Enhancement Award to Plaintiff as approved by the Court; (d) a payment to Class Counsel of attorney fees and reasonable litigation costs which shall be determined by motion with the Court; and (e) the PAGA Payment.

Payment of the amount necessary to cover the employer’s portion of payroll taxes associated with the portion of the settlement allocated to wages shall be made by Defendant, separate and apart from the Gross Settlement Amount.

The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

a. Modification Provision:

At the mediation, Defendant represented that an extrapolation of the workweeks is 3,170 from March 18, 2018 to September 26, 2023 (the “Mediation Period”). The Parties agree that if, once the data covering the Mediation Period is reviewed by the Settlement Administrator, and the actual number of workweeks during the Mediation Period is more than 10% greater than 3,170 (or greater than 3,487 workweeks), then the GSA shall increase by \$66.25 for each additional workweek. For example, if the actual number of workweeks during the Mediation Period is 3,497, then the GSA will increase in the amount of \$662.50.

16. Individual PAGA Payment

“Individual PAGA Payment” means the amounts paid from the PAGA Payment to PAGA Members, which in the aggregate shall be Five Thousand Dollars and Zero Cents (\$5,000.00), constituting 25% of the PAGA Payment, as consideration for Settlement of claims for civil penalties under the PAGA.

17. Individual Settlement Payment

“Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a valid Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment.

18. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

19. LWDA PAGA Payment

“LWDA PAGA Payment” means the amount of Fifteen-Thousand Dollars and Zero Cents (\$15,000.00) to be paid to the LWDA as its 75% share of the PAGA Payment, as consideration for Settlement of claims for civil penalties under PAGA.

20. Months Worked

“Months Worked” means any calendar month in which a Class Member worked for any amount of time for Defendant during the Class Period according to Defendant’s records.

21. Net Settlement Amount

“Net Settlement Amount” or “NSA” means the Gross Settlement Amount less the Court-approved Class Counsel Award, the Class Representative Enhancement Award, the PAGA Payment, and the Settlement Administration Costs. The Net Settlement Amount is the total amount that will be paid to Participating Class Members in the form of Individual Settlement Payments.

The NSA shall be allocated as follows: (a) 50% of the NSA shall be designated as the reimbursement of expenses, and allocated on a pro rata basis to all Class Members based on each of their total number of “Months Worked” in the Class Period, and (b) the remaining 50% of the NSA shall be allocated to Class Members on a pro rata basis on each of their total number of Workweeks in the Class Period, and of this remaining 50%, 20% shall be designated for wages and 80% shall be designated for penalties and interest. The Settlement Administrator will be responsible for issuing a form W-2 to each Class Member for the amount each receives for wages and any IRS Form 1099s required by law.

22. Notice of Class Action Settlement

“Notice of Class Action Settlement” or “Notice” means the notice approved by the Parties and subject to Court approval, substantially in the form of **Exhibit A** hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Class Member.

23. PAGA

“PAGA” refers to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.

24. PAGA Members

“PAGA Members” means all current and former nonexempt employees employed in Defendant’s ACTCM program in California and who were employed as an Adjunct Didactic Instructor and/or an Adjunct Clinical Supervisor from July 10, 2021 to November 24, 2023.

25. PAGA Notice Letter

“PAGA Notice Letter” is the PAGA Notice Letter filed by Plaintiff Erin Reilly with the LWDA and December 7, 2021.

26. PAGA Payment

“PAGA Payment” means the portion of the Gross Settlement Amount that shall be allocated to claims under PAGA, which the Parties have agreed shall be Twenty-Thousand Dollars and Zero Cents (\$20,000.00). Of that sum, 75%, (i.e., \$15,000.00) shall be payable to the LWDA (i.e., the LWDA PAGA Payment) and the remaining 25% (i.e., \$5,000.00) shall be used to pay the Individual PAGA Payments to PAGA Members in settlement of all claims for PAGA penalties as defined in this Agreement.

27. PAGA Period

“PAGA Period” means the period from July 10, 2021 to November 24, 2023.

28. Participating Class Members

“Participating Class Members” means those Class Members who do not file a valid and timely Request for Exclusion.

29. Parties

“Parties” means Plaintiff and Defendant, collectively.

30. Pay Period

“Pay Period” means any pay period in which a PAGA Member worked for any amount of time for Defendant during the PAGA Period according to Defendant’s records.

31. Pay Periods Dispute

“Pay Periods Dispute” means a Class Member’s written letter disputing the pre-printed information on the Notice of Class Action Settlement as to the number of one’s Pay Periods during the PAGA Period, and the dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, and telephone number; (c) clearly state the dispute about the Pay Periods credited and what the PAGA Member contends is the correct number; (d) attach any documentation that supports the PAGA Member’s position; and (e) be timely submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

32. Plaintiff

“Plaintiff” means Plaintiff Erin Reilly.

33. Plaintiff’s Released Claims

“Plaintiff’s Released Claims” means all known and unknown claims against the Released Parties, including the Released Class Claims as well as other wage and hour claims, claims under California Business & Professions Code § 17200, claims under the Labor Code, including, but not limited to, claims under the Private Attorneys General Act (“PAGA”), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum and overtime wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as in common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to the Plaintiff’s relationship, or the termination of the relationship, with any Released Party through the date of Final Approval for any type of relief. Plaintiff further covenants that she will not become a member of any other legal actions against the Released Parties asserting any of Plaintiff’s Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release of all claims to the maximum extent permitted by law.

The scope of this release does not include claims for unemployment insurance, disability, social security, and workers’ compensation (except for claims pursuant to Labor Code §§ 132a and 4553), or any other claims that cannot be released as a matter of law.

ADEA Waiver. Without limiting the scope of this Agreement, Plaintiff Erin Reilly agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that she may claim to have under the Age Discrimination in Employment Act of 1967 (“ADEA”).

Plaintiff Reilly acknowledges that she has been advised by this writing of all of the following, as required by the Older Workers' Benefit Protection Act: (i) her waiver and release does not apply to any rights or claims that may arise after she signs this Agreement; (ii) she should consult with an attorney prior to signing this Agreement; (iii) she has at least twenty-one (21) days to consider this Agreement (although she may by her own choice sign this Agreement earlier); (iv) she has seven (7) days following her signing of this Agreement to revoke the Agreement; and (v) this Agreement shall not be effective until the next business day following the expiration of this 7-day revocation period, and after all the other terms required for the Effective Date have been satisfied. Plaintiff Reilly may revoke this Agreement only by giving Defendant formal, written notice of her revocation of this Agreement, addressed to: Michael J. Nader, Esq., at Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 500 Capitol mall, Suite 2500, Sacramento, California 95814. In the event Plaintiff Reilly revokes the waiver of ADEA claims, she understands and agrees that she will not be entitled to a Class Representative Service Payment.

As of the Effective Date and full funding of the Gross Settlement Amount, Plaintiff also releases the Released Parties from all of the Plaintiff's Released Claims as well as the Released Class and PAGA Claims. Plaintiff's release set forth herein includes a waiver of all rights under California Civil Code §1542, which provides:

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

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which she knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist against the Released Parties at the time prior to the execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant.

34. Preliminary Approval Date

"Preliminary Approval Date" means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

35. Qualified Settlement Fund

"Qualified Settlement Fund" or "QSF" means the account established by the Settlement Administrator which the Parties agree shall at all times be treated as a "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1, et seq.

36. **Released Class Claims**

“Released Class Claims” shall mean all claims and/or causes of action under any state, local, or federal law or administrative regulation brought against the Released Parties that were or could have been alleged based on the allegations in the Action, including all class claims stated in the Action alleging violations of Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221-223, 225.5, 226, 226.3, 226.7, 246, 248.5, 432, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2802, and the applicable IWC Wage Order, and § 17200 et seq. of the California Business and Professions Code, and:

- (a) All claims for unpaid wages, including claims for minimum, regular, overtime, and double-time wages, claims for any improper deductions from wages, claims for failing to pay for all time worked, all claims for interest due on unpaid wages, and all claims for penalties related to unpaid wages.
- (b) All claims for unpaid regular rates, including regular rates for overtime and double-time wages, and meal and rest break premium wages.
- (c) All claims for meal period violations, including claims for (1) first and second meal periods, (2) short, late, missed, interrupted, on-duty, and/or otherwise improperly controlled meal periods, (3) the failure to pay premium wages, (4) the failure to pay premium wages at the correct regular rates, and (5) the failure to properly record meal periods;
- (d) All claims for rest break violations, including claims for (1) first, second, third, and fourth rest breaks, (2) short, late, missed, interrupted, on-duty and/or otherwise improperly controlled rest breaks, (3) the failure to pay premium wages, and (4) the failure to pay premium wages at the correct regular rates;
- (e) All claims for the untimely payment of wages and associated penalties under §§ 204 and 210 the Labor Code;
- (f) All claims for the untimely payment of final wages and associated waiting time penalties under §§ 201 to 203 of the Labor Code;
- (g) All claims for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phones, personal computers, and other electronic devices and accessories;
- (h) All claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code § 226(a)(1)-(9) based on the allegations in the Action, including the allegations that wage statements lacked the gross wages earned, the total number of hours worked and corresponding rates, including regular rates, and including claims for injuries suffered therefrom;
- (i) All claims for unpaid wages related to an alternative workweek schedule;

- (j) All claims for the alleged failure to keep accurate records in violation of §§ 1174, 1174(d), and 1174.5 of the Labor Code;
- (k) All claims under Business & Professions Code § 17200 et seq. premised on the facts, claims, and causes of action alleged in the Action; and
- (l) All claims for statutory penalties, liquidated damages, punitive damages, interest, attorney fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the allegations in the Action.

The period of the Released Claims will be the Class Period.

37. Released PAGA Claims

“Released PAGA Claims” shall mean all claims and causes of action for PAGA penalties against the Released Parties that were or could have been alleged based on the allegations in the Action, including all claims for PAGA penalties based on alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221-223, 225.5, 226, 226(a), 226(e), 226(h), 226.3, 226.7, 248.5, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2804 and the applicable IWC Wage Order, and:

- (a) All claims for PAGA penalties based on the alleged failure to pay all wages, including claims for minimum, regular, overtime, and double-time wages, claims for any improper deductions from wages, claims for failing to pay for all time worked;
- (b) All claims for PAGA penalties based on the alleged failure to pay for all time worked;
- (c) All claims for PAGA penalties based on the alleged failure to pay regular rates, including regular rates for overtime and double-time wages, and for meal and rest break premium wages;
- (d) All claims for PAGA penalties based on the alleged failure to provide compliant meal periods, including claims for (1) first and second meal periods, (2) short, late, missed, interrupted, on-duty, and/or otherwise improperly controlled meal periods, (3) the failure to pay premium wages, (4) the failure to pay premium wages at the correct regular rates, and (5) the failure to properly record meal periods;
- (e) All claims for PAGA penalties based on the alleged failure to provide compliant rest breaks, including claims for (1) first, second, third, and fourth rest breaks, (2) short, late, missed, interrupted, on-duty and/or otherwise improperly controlled rest breaks, (3) the failure to pay premium wages, and (4) the failure to pay premium wages at the correct regular rates;
- (f) All claims for PAGA penalties for the untimely payment of final wages under §§ 201 to 203 of the Labor Code;

- (g) All claims for PAGA penalties for the untimely payment of wages and associated penalties under §§ 204 and 210 of the Labor Code;
- (h) All claims for PAGA penalties for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phones, personal computers, and other electronic devices and accessories;
- (i) All claims for PAGA penalties for allegedly improper or inaccurate itemized wage statements, including any alleged violations of Labor Code § 226(a)(1)-(9) based on the allegations in the Action, including the allegations that wage statements lacked the total number of hours worked and corresponding rates, including regular rates, and including claims for injuries suffered therefrom;
- (j) All claims for the alleged failure to keep accurate records in violation of §§ 1174, 1174(d), and 1174.5 of the Labor Code;
- (k) And all other claims for PAGA penalties alleged in the Action.

The period of the Released PAGA Claims will be the PAGA Period.

38. Released Parties

“Released Parties” means Defendant California Institute of Integral Studies (“CIIS”) and its past, present and/or future, direct and/or indirect, owners, officers, directors, trustees, members, managers, employees, contractors, agents, representatives, attorneys, insurers, subsidiaries, affiliates, successors, and assigns.

39. Request for Exclusion

“Request for Exclusion” means a Class Member’s written letter indicating a request to be excluded from the Class Settlement.

40. Response Deadline

“Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may timely: (a) submit a Request for Exclusion; (b) submit objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement. If the forty-fifth (45th) day falls on a Sunday or State or Federal holiday, then the deadline is extended to the next business day.

41. Settlement

“Settlement” or “Agreement” means this Class and Representative Agreement and Release.

42. Settlement Administrator

“Settlement Administrator” means Phoenix Class Action Administration Solutions, Inc., the third-party company that is responsible for administering the settlement, mutually agreed to by the Parties and appointed by the Court upon Plaintiff’s motion for preliminary approval of this Settlement.

43. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

44. Workweeks

“Workweeks” means any workweek in which a Class Member worked for any amount of time for Defendant during the Class Period according to Defendant’s records.

45. Workweeks Dispute

“Workweeks Dispute” means a Class Member’s written letter disputing the pre-printed information on the Notice of Class Action Settlement as to the number of one’s Workweeks during the Class Period, and the dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, and telephone number; (c) clearly state the dispute about the Workweeks credited and what the Class Member contends is the correct number; (d) attach any documentation that supports Class Member’s position; and (e) be timely submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

RECITALS

46. Procedural History

On December 7, 2021, Plaintiff Erin Reilly filed a notice with the LWDA (the “PAGA Letter”) alleging numerous wage and hour claims, including, but not limited to, claims that Defendant CIIS failed to pay all wages, failed to provide compliant meal and rest breaks and related premiums, failed to reimburse business expenses, failed to provide compliant wage statements, and failed to provide timely current and final pay to employees.

On September 14, 2022, Plaintiff filed a Class and Representative Action, *Erin Reilly v. California Institute of Integral Studies*, San Francisco County Superior Court, Case No. CGC-22-601803.

On October 19, 2023, Plaintiff filed a First Amended Class Action and PAGA Representative Complaint to assert class and representative claims for alleged meal and rest period violations.

The First Amended Complaint and the PAGA Letter are jointly referred to herein as the “Action.”

On September 26, 2023, the Parties participated in a mediation session with Judge Alan Perkins

(Ret.), a prominent mediator experienced in resolving wage and hour class and representative actions. As a result of the mediator's efforts, the Parties reached an agreement to settle all claims and causes of action alleged in the Action by Plaintiff under the California Labor Code, the California Business and Professions Code, the applicable California Wage Order, and the PAGA.

Before the mediation, Defendant produced extensive documentation including time and pay data, policy documents, class size information, PAGA size information, pay period and workweek information, and information regarding the hourly rates of the settlement class members. Defendant provided data, information, and documents sufficient to enable Plaintiff and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

47. No Admission

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in the Action. Defendant also disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendant as to the merits of the claims asserted in the Actions or in any other proceeding.

Defendant contends that at all times it has complied with all applicable state, federal, and local laws related to the Class Members' employment. Defendant has entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of the Defendant collectively or individually, or as an admission that class or representative action treatment would be allowed outside the settlement context. The Parties agree that this Settlement cannot be used to support any claim for subsequent penalty violation rates under the PAGA in any subsequent PAGA litigation.

Pursuant to California Evidence Code §§ 1152 and 1154, this Settlement shall be inadmissible as evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

48. Benefits of Settlement to Class and PAGA Members

Class Counsel has investigated the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendant is fair, reasonable, and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Accordingly,

the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiff in the Action. Defendant has also taken into account the risks of further litigation in reaching the decision to enter into this Settlement. Even though Defendant continues to contend that it is not liable for any of the claims set forth by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Action.

49. Settlement of Disputed Claims

This Agreement is a compromise of disputed claims. Defendant has claimed and continues to claim that the Released Class and PAGA Claims have no merit and do not give rise to liability. Plaintiff has claimed and continues to claim that the Released Class and PAGA Claims have merit and give rise to liability on the part of Defendant. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or against the Parties as to the merits or lack thereof of the claims asserted in this Action.

TERMS OF AGREEMENT

50. Release for All Participating Class Members

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members, as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Class Claims for the Class Period.

51. Release by the Plaintiff

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff fully and finally releases the Released Parties from Plaintiff's Released Claims.

52. Release for All PAGA Members

Upon the Effective Date and full funding of the Gross Settlement Amount, as Representatives of the State of California and on behalf of the LWDA, Plaintiff and all PAGA Members fully and finally release the Released Parties from the Released PAGA Claims for the PAGA Period. These releases will take effect whether or not a PAGA Member receives his or her Individual PAGA Payment or cashes and deposits any Individual PAGA Payment check.

53. The Motion for Preliminary Approval

Plaintiff and Class Counsel shall be responsible for preparing the Motion for Preliminary Approval. Class Counsel agrees to provide Counsel for Defendant with drafts of their Motion for Preliminary Approval and proposed Order Granting Preliminary Approval at least five (5) calendar days in advance of filing to allow Counsel for Defendant a reasonable time to review and comment on such papers. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the proposed Order Granting Preliminary Approval, Class Counsel and Counsel for Defendant will expeditiously work together on behalf of the Parties by meeting and conferring in good faith, to resolve the disagreement.

54. Settlement Administrator

Within twenty-one (21) calendar days following the date that the Court grants Preliminary Approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice of Class Action Settlement to the Class Members. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendant, except that relevant information can be provided to Class Counsel, on an individual basis only, and only when necessary for Class Counsel to respond to specific inquiries or requests from individual Class Members.

The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Agreement and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge, or complaint of any kind whatsoever against Defendant and will only be used to administer the Settlement under the terms provided herein.

a. Notice by First Class U.S. Mail.

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within ten (10) calendar days of receipt of the Class Information, the Settlement Administrator will mail copies of the Notice of Class Action Settlement to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a skip-trace to identify any updated addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The form of the proposed Notice of Class Action Settlement will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties desire to resolve the case.

b. Undeliverable Notices.

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed

thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or Social Security Number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) calendar days of receiving notice that a Notice of Class Action Settlement was undeliverable. Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended ten (10) calendar days from the date of re-mailing or original Response Deadline.

c. Disputes Regarding Individual Settlement Payments and Individual PAGA Payments.

Class Members and PAGA Members will have the opportunity, should they disagree with the number of Workweeks or Pay Periods stated on their Notice of Class Action Settlement, to submit a Workweeks Dispute, postmarked on or before the Response Deadline. If there is a Workweeks Dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility of each Class and PAGA Member's eligibility for, and the amounts of, their Individual Settlement Payment and Individual PAGA Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment and Individual PAGA Payment will be binding upon the Parties. In the absence of circumstances indicating fraud, manipulation, or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

e. Exclusions.

The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address and telephone number of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address.

The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action.

Any Class Member who requests to be excluded from the Class Settlement will not be entitled to

any recovery under the Class Settlement and will not be bound by the terms of the Class Settlement or have any right to object to or appeal the Class Settlement.

Any Request for Exclusion will have no effect on the PAGA Settlement, and any Class Member who is also considered a PAGA Member will still be issued their Individual PAGA Payment and be bound by the PAGA Settlement, regardless of whether they submit a Request for Exclusion.

No later than seven (7) calendar days after the Response Deadline (plus an additional ten (10) days in the event of any remailings), the Settlement Administrator will provide counsel for the Parties with a complete list of all members of the Class who have timely submitted a Request for Exclusion.

f. Objections.

The Notice of Class Action Settlement shall state that Class Members who wish to object to the Settlement may do so in person (or other method of personal appearance permitted by the court, e.g., remote appearance) at the Final Approval Hearing and/or in writing. Any written objection (“Notice of Objection”) must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received.

The Notice of Objection must be signed by the Class Member and state: (1) the full name and address of the objecting Class Member; (2) the factual and/or legal basis for the objection; and (3) whether the Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval.

Either of the Parties may file a response to any objection before the Final Approval Hearing. Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

55. No Solicitation of Settlement Objections or Exclusions

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement or file Requests for Exclusion, or to appeal from the Court’s Final Judgment.

56. Funding of the Qualified Settlement Fund

No later than ten (10) calendar days after the Effective Date, the Settlement Administrator shall send Counsel for Defendant electronic wiring instructions for paying the Gross Settlement Amount into the QSF. The Settlement Administrator will also inform Defendant of the amount to be sent to the QSF to pay for the employer’s share of payroll taxes. No later than thirty (30) calendar days after the Effective Date, Defendant shall fund the QSF.

57. Net Settlement Amount

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is \$98,500.00. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Gross Settlement Amount	\$210,000.00
Class Rep. Enhancement Award	Up to \$10,000.00 to Plaintiff
Requested Class Counsel Fees	Up to \$70,000.00
Requested Class Counsel Expenses	Up to \$10,000.00
LWDA PAGA Payment	\$15,000.00
Settlement Administrator Costs	\$6,500.00
Net Settlement Amount – \$98,500.00	

This is a non-reversionary Settlement in which Defendant will pay the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant. The employer's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to the FICA and FUTA contributions, if applicable, shall be paid separately from, and in addition to, the Gross Settlement Amount. Any award of less than the amounts requested for enhancements, administrative costs, litigation costs, or attorney fees will be returned to the Net Settlement Amount and distributed to the Participating Class Members.

58. Settlement Dates

Class Counsel shall provide Counsel for Defendant a draft Motion for Preliminary Approval for Defendant's review and input	5 calendar days in advance of filing
Defendant shall provide the Class Information to the Administrator	21 calendar days after the Court grants Preliminary Approval
Settlement Administrator shall mail Notice of Class Action Settlement	10 calendar days after receipt of the Class Information
Settlement Administrator shall re-mail Notice of Class Action Settlement	10 calendar days after receipt of notice that the Notice of Class Action Settlement was undeliverable
Response Deadline to the Notice of Class Action Settlement	45 calendar days after mailing
Response Deadline to the Notice of Class Action Settlement for those receiving re-mailed Notices of the Class Action Settlement	10 calendar days from the date of remailing or original Response Deadline
Settlement Administrator shall provide counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion	7 calendar days after the Response Deadline

Defendant has the option to nullify the Settlement	10 calendar days after notification by the Settlement Administrator that more than 10% of the Class Members submitted valid Requests for Exclusion
Class Counsel shall provide Counsel for Defendant a draft Motion for Final Approval for Defendant's review	5 calendar days in advance of filing
Settlement Administrator shall send to Counsel for Defendant the electronic wiring instructions for the Settlement Amount	10 calendar days after the Effective Date
Defendant shall fund the QSF	30 calendar days after the Effective Date
Settlement Administrator shall mail all Individual Settlement and PAGA Payments, the Class Representative Enhancement Award, the Class Counsel Award, and the LWDA PAGA Payment	15 calendar days after Defendant funds the QSF
Settlement Administrator shall be paid the Settlement Administrator Costs	15 calendar days after the Defendant funds the QSF
Settlement Administrator shall deposit any remaining funds with the State of California Unclaimed Property Fund	180 calendar days after the mailing of the Individual Settlement Payments and Individual PAGA Payments

59. **Individual Settlement Payments**

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows:

- a. NSA allocation for business expenses. After preliminary approval of the Settlement, using the Class Information, the Settlement Administrator will first compute the total number of Months Worked by all Class Members collectively during the Class Period, and this sum shall be known as the "Months Worked Total;" (ii) the Settlement Administrator will divide 50% of the Net Settlement Amount by the Months Worked Total to determine the settlement value for each Month Worked (the "Months Worked Value"); and (iii) the Settlement Administrator will multiply the number of Months Worked by a Class Member during the Class Period by the Months Worked Value to determine that Class Member's estimated Individual Settlement Payment for business expenses.
- b. NSA allocation for all other claims. Also after preliminary approval of the Settlement, using the Class Information, the Settlement Administrator will compute the total number of Workweeks of all Class Members collectively during the Class Period, and this sum shall be known as the Workweek Total; (ii) the Settlement Administrator will divide the remaining 50% of the Net Settlement Amount by the Workweek Total to determine the settlement value for each Workweek (the "Workweek Value"); and (iii) the Settlement Administrator will multiply the number of Workweeks of a Class Member during the Class Period by the

Workweek Value to determine that Class Member's estimated Individual Settlement Payment for all claims other than business expenses.

- c. Final Approval. After final approval of the Settlement, the Settlement Administrator will again make the calculations set forth above in Paragraphs 54(a) and 54(b) to determine that Participating Class Member's final Individual Settlement Payments for business expenses and for all other claims.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) calendar days after Defendant fully funds the settlement.

60. PAGA Payments

A total amount of \$20,000.00 from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, of which 75% (i.e., \$15,000.00) will be the LWDA PAGA Payment to be paid to the LWDA, and the remaining 25% (i.e., \$5,000.00) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Gross Settlement Amount. In no event shall Defendant be required to pay in excess of the Gross Settlement Amount in such circumstances.

The LWDA PAGA Payment will be paid to the LWDA within fifteen (15) calendar days after Defendant fully funds the settlement.

The Individual PAGA Payment is to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Pay Periods during the PAGA Period. To establish the pay period value, the Settlement Administrator will first determine the total number of Pay Periods during the PAGA Period. The pay period value will be equal to 25% of the PAGA Payment divided by the total number of Pay Periods worked by PAGA Members during the PAGA Period. The pay period value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Member will be determined by multiplying the pay period value by the total number of Pay Periods. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to each PAGA Member's last known mailing address within fifteen (15) calendar days after Defendant fully funds the settlement.

61. Class Representative Enhancement Award

Plaintiff will make an application to the Court for a Class Representative Enhancement Award of up to \$10,000.00. The Class Representative Enhancement Award shall be paid to Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after Defendant fully funds the Settlement. The Class Representative Enhancement Award shall be in addition to the Plaintiff's Individual Settlement Payments as a Participating Class Member and Individual PAGA Payment as a PAGA Member. Any amount requested by Plaintiff for the Class Representative Enhancement Award that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. In the event the Court reduces or

does not approve the requested Class Representative Enhancement Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis.

62. Class Counsel Award

Class Counsel will file a motion for attorney fees in the amount of up to one-third of the Gross Settlement Amount, and for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of this matter, not to exceed \$10,000.00, to be paid from the Gross Settlement Amount. Class Counsel shall be paid the Class Counsel Award no later than fifteen (15) calendar days after Defendant fully funds the settlement. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs, and in the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff seek, request, or demand an increase to the Gross Settlement Amount on that basis.

63. Tax Treatment

The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. The portion of each Individual Settlement Payment that is not allocated an expense reimbursement shall be allocated as follows: 20% as wages and 80% as penalties and interest. The 20% portion of the Individual Settlement Payment shall be subject to required withholdings and deductions by the Settlement Administrator and shall be reported on a Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Settlement Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. All Individual PAGA Payments shall be allocated as 100% penalties, for which a Form 1099 will be issued if required. The Settlement Administrator shall issue a Form 1099 if required for the remaining payments under this Agreement. Defendant shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages, which amount shall be paid separately from the Gross Settlement Amount. Plaintiff and Participating Class Members who receive an Individual Settlement Payment or an Individual PAGA Payment should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Participating Class Members and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. The Notice will advise Class Members to seek their own personal tax advice prior to acting in response to the Notice.

64. No Tax Advice

Defendant has not made any representations as to the taxability of any portion of the Individual Settlement Payments, the Individual PAGA Payments, the payment of any attorneys' fees and expenses, or the payment of the Class Representative Enhancement Award. Neither Plaintiff, Class Counsel, nor Counsel for Defendant are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

65. Unclaimed Settlement Payments

After one hundred and eighty (180) calendar days of the mailing of the Individual Settlement Payments and Individual PAGA Payment checks, any remaining funds attributable to unclaimed, undeliverable, or expired checks shall be deposited with the State of California Unclaimed Property Fund in the name of each Participating Class Member or PAGA Member who did not cash their Individual Settlement Payment check or Individual PAGA Payment check. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement will be paid out to Participating Class Members, whether or not they all cash their Individual Settlement Payments, and Defendant will not be required to pay any interest on said amount.

66. Settlement Administrator Costs

The Settlement Administrator has provided a settlement administration quote for \$6,500.00. Upon filing the motion for Final Approval, Plaintiff will request the Court to award an amount equal to the actual administration costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Participating Class Members and PAGA Members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement Administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs no later than fifteen (15) calendar days after Defendant fully funds the settlement. Any amount requested for the Settlement Administrator Costs and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

67. Settlement Administrator Duties

In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the Class Information to calculate each Class Member's approximate Individual Settlement Payment and each PAGA Member's Individual PAGA Payment; ascertaining the identity and whereabouts of the Class Members and mailing Notice of Class Action Settlement out to them; communicating with Class Members as necessary; printing and mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members and PAGA Members as directed by the Court (including, but not limited to, the DE 9, the DE 9C, 1099s, W-2s and W-

3s); receiving and reporting requests for exclusion and objections; processing and mailing payments to Plaintiff, Class Counsel, Participating Class Members, the LWDA and PAGA Members; notifying the Parties of, and resolving any disputes regarding, the calculation of Participating Class Members' Individual Settlement Payments or PAGA Members' Individual PAGA Payments; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

Defendant and its Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff, Class Counsel, Defendant and Counsel for Defendant shall not bear any responsibility for any errors or omissions in the calculation or distribution of any monies contemplated by this Agreement.

68. Final Approval Hearing and Entry of Final Judgment

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (a) the Class Counsel Award; (b) the Class Representative Enhancement Award; (c) Individual Settlement Payments; (d) the PAGA Payments to the LWDA and to PAGA Members; and (e) Settlement Administrator Costs.

69. Final Approval Order

Plaintiff will request, and Defendant will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and a Final Judgment. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed Final Approval Order.

Plaintiff shall be responsible for preparing the Motion for Final Approval, and any Motion Requesting Attorneys' fees, Costs, and Class Representative Enhancement Award, supporting declarations, and exhibits thereto, for final approval by the Court. Plaintiff agrees to provide Counsel for Defendant with drafts of their Motion for Final Approval and application for attorney fees and costs at least five (5) calendar days in advance of filing to allow Counsel for Defendant a reasonable time to review and comment on such papers. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order.

70. Nullification of Agreement

In the event: (a) the Court denies preliminary approval of the Settlement; (b) the Court denies final approval of the Settlement; (c) the Court refuses to enter a Final Judgment as provided herein; or

(d) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.

To the extent that more than 10% of Class Members submit valid Requests for Exclusion, Defendant shall have the option to nullify this Settlement within ten (10) calendar days of notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Class Counsel. If Defendant exercises this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the Defendant for terminating the Settlement.

71. Conditional Class Certification

The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or in any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the requisite elements for class or representative treatment of any of the claims in these Actions.

If, for any reason, the Settlement is not approved, the Parties agree to attend mediation again, either before the same mediator or another mutually agreed upon mediator experienced in California wage and hour class actions, in an effort to reach a settlement that will be approved by the Court.

If, even after the second mediation, the Agreement is ultimately not approved by the Court, this Agreement will be void and the Parties will be restored to their respective positions as if they had not entered into the Agreement. The Parties further agree that this Agreement will not be admissible in this or in any other proceeding as evidence that either (a) a class action should be certified or not decertified, or that this matter may proceed as a representative action; or (b) Defendant is liable to Plaintiff or any Settlement Class Member or any PAGA Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Defendant expressly reserves all rights to challenge certification of a class, or Plaintiff's ability to maintain a representative action, for all purposes.

72. No Publicity

Prior to preliminary approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to seek approval or to make other disclosures jointly agreed to by the Parties in advance as necessary to effectuate the Settlement.

Before and after approval of this Settlement, Plaintiff and Class Counsel shall not respond to any media inquiries, issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the Settlement.

Nothing herein restricts Class counsel from fulfilling its duties to Class and PAGA Members. However, Class Counsel may (in future declarations submitted in Court) refer to the fact that this

matter settled on a class and representative action basis, but only for the reason of detailing the experience of counsel. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

73. No Effect on Employee Benefits

The Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective Plaintiff, Participating Class Members, and PAGA Members. The Parties agree that any Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments paid to Plaintiff, Participating Class Members, and PAGA Members under the terms of this Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by the Defendant. Further, any Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by the Defendant.

74. Representation

All of the Parties have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

75. Exhibits and Headings

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

76. Interim Stay of Proceedings

Upon full execution of this Agreement, the Parties agree to jointly request the Court to stay proceedings except for the proceedings necessary to implement and complete the Settlement.

77. Amendment or Modification

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

78. Entire Agreement

This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

79. Authorization to Enter into Agreement

Counsel for all Parties are expressly authorized by the Parties whom they represent to negotiate this Agreement and take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.

The Parties will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of the Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of the Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

80. Binding on Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

81. California Law Governs

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

82. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

83. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure § 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit

to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all connected orders and judgments.

84. Invalidity of Any Provision

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiff, on behalf of herself and the Participating Class Members and the PAGA Members, and Defendant have executed this Agreement as of the dates set forth below.

Date: 2/5/2024

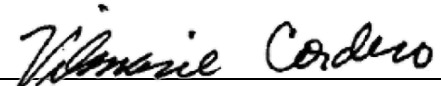
By: 
Erin Reilly, Plaintiff

Date: _____

By: _____
Authorized Agent for Defendant
CIIS

APPROVED AS TO FORM

Date: 2/5/2024

By: 
Vilmarie Cordero
Dawn M. Berry
GrahamHollis APC
Counsel for Plaintiff

Date: _____

By: _____
Michael J. Nader
Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.
Counsel for Defendant CIIS

to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all connected orders and judgments.

84. Invalidity of Any Provision

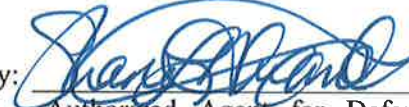
Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiff, on behalf of herself and the Participating Class Members and the PAGA Members, and Defendant have executed this Agreement as of the dates set forth below.

Date: _____

By: _____
Erin Reilly, Plaintiff

Date: 1/22/24

By: 
Authorized Agent for Defendant
CIIS

APPROVED AS TO FORM

Date: _____

By: _____
Vilmarie Cordero
Dawn M. Berry
GrahamHollis APC
Counsel for Plaintiff

Date: 1/19/24

By: 
Michael J. Nader
Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.
Counsel for Defendant CIIS

EXHIBIT A

Superior Court of the State of California, San Francisco County
Erin Reilly v. California Institute of Integral Studies
San Francisco County Superior Court, Case No. CGC-22-601803

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

You may be eligible to receive money from an employee class action lawsuit against California Institute of Integral Studies (“Defendant”) for alleged wage and hour violations. The lawsuit was filed by former employee of Defendant, Erin Reilly (“Plaintiff”), and seeks payment of (1) unpaid wages and other relief for a class of all current and former non-exempt employees employed in Defendant’s American College of Traditional Chinese Medicine (“ACTCM”) program in California who were employed as an Adjunct Didactic Instructor and/or an Adjunct Clinical Supervisor from March 18, 2018 to November 24, 2023 (“Class Period”) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former nonexempt employees employed in Defendant’s ACTCM program in California and who were employed as an Adjunct Didactic Instructor and/or an Adjunct Clinical Supervisor from July 10, 2021 to November 24, 2023 (“PAGA Period”) (“PAGA Members”).

A putative class action and representative action under the California Private Attorneys General Act of 2004 (“PAGA”) that was brought against Defendant on behalf of the Class and PAGA Members (defined above) has been settled for \$210,000. As explained below, if the Court approves this Settlement, you may be eligible to receive a portion of the settlement funds. You are receiving this Notice because the Defendant’s records indicate that you are a Class Member and/or a PAGA Member.

If you are a Class Member and/or a PAGA Member, you are eligible for payment from the Settlement described in this Notice without the need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE YOUR SETTLEMENT CHECK	If you want to participate and receive your share of the money from the Settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT AND <u>NOT</u> RECEIVE A CLASS SETTLEMENT CHECK	If you ask to be excluded from the Class portion of the settlement and money is later awarded to the Settlement Class, then you will not receive any money from the Class Settlement. But if you exclude yourself, you keep any rights as an individual to sue Defendant for the same legal claims that are being settled here. You may exclude yourself from the settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. The deadline to submit a Request for Exclusion is [45 calendar days from date of mailing]. If you are a PAGA Member, even if you exclude yourself from the Settlement Class, you will still receive a portion of the PAGA Settlement and will be bound by the release of PAGA claims.

OBJECT TO THE SETTLEMENT	If you think the Settlement is not fair, you may object to the Settlement by sending your written objection to the Settlement Administrator and, if you wish, appear at the Final Approval Hearing. If you submit a Request for Exclusion from the Settlement, you cannot also object to it. The deadline to submit an objection is [45 calendar days from date of mailing].
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- **Your rights and options – and the deadlines to exercise them – are explained in this Notice.**
- **Defendant supports the Settlement and will not retaliate in any manner against any Class Member for any reason, including whether they decide to remain in the Settlement Class and receive a settlement payment, or choose another option provided in this notice.**

YOUR ESTIMATED PAYMENT

The proposed Settlement has two main components: (1) a Class Settlement and (2) a PAGA Settlement, and you may be entitled to a payment from one or both components of the Settlement depending on the period you worked for Defendant.

Based on Defendant's business records, and the Parties' current assumptions, **your Individual Settlement Payment is estimated to be \$[AMOUNT] (less applicable tax withholdings) and your Individual PAGA Payment is estimated to be \$[AMOUNT].** The actual amount you receive may be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

The above estimates are based on Defendant's business records showing that you worked [NUMBER] workweeks during the Class Period and you worked [NUMBER] pay periods during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the response deadline. See Section 8 of this Notice.

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class and representative PAGA action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, the payments that are available, who is eligible to receive them, and how to get them.

The Court in charge of the case is the San Francisco County Superior Court ("Court"), and the case is known as *Erin Reilly v. California Institute of Integral Studies*, San Francisco County Superior Court, Case No. CGC-22-601803 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

2. What is the Lawsuit about?

Plaintiff is a former employee of Defendant. The Lawsuit alleges that Defendant violated California labor laws by: (1) failing to pay all minimum wages; (2) failing to pay all overtime wages; (3) failing to reimburse for necessary business expenses; (4) failing to provide accurate itemized wage statements; (5) failing to pay all

wages owed upon termination; (6) violating California's Unfair Competition Law; (7) failing to provide compliant meal periods; and (8) failing to provide compliant rest periods. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, et seq.) ("PAGA").

Defendant denies all of the claims in the Lawsuit. However, Defendant have agreed to settle the Lawsuit to avoid continued litigation. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated.

3. What is a class action?

In a class action lawsuit, a Plaintiff who is called a Class Representative (in this case, Erin Reilly), sues on behalf of others (called a Class or Class Members) who may have similar claims. The attorneys who represent the Class are called Class Counsel.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or of the Defendant. Instead, both sides agreed to a no-fault settlement of the Lawsuit. That way, they avoid the cost of further litigation including a trial, and the putative Class Members will receive money from the Settlement.

5. Who are the Parties in this Lawsuit?

Plaintiff Erin Reilly is a former employee of the Defendant. The Defendant is the California Institute of Integral Studies ("CIIS").

6. Who are Class Counsel?

GRAHAMHOLLIS APC
Graham S.P. Hollis
Vilmarie Cordero
Dawn M. Berry
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: (619) 546-4373
Email: dberry@grahamhollis.com

You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

Defendant Will Pay a Total of \$210,000 as the Gross Settlement Amount ("Gross Settlement Amount"). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Enhancement Award, Class Counsel's attorneys' fees and actual expenses and costs incurred, the Settlement Administrator Costs, and penalties to be paid to the Labor and Workforce Development Agency ("LWDA") as the LWDA PAGA Payment.

Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$70,000 (not more than one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$10,000 for Class Counsel's actual and documented litigation expenses (collectively, "Class Counsel Award"). To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000 as a Class Representative Enhancement Award to Plaintiff for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Enhancement Award will be the only payment Plaintiff will receive other than her Individual Class Payment and Individual PAGA Payment.
- C. Up to \$6,500 to the Settlement Administrator for services administering the Settlement as Settlement Administrator Costs.
- D. Up to \$20,000 as a PAGA Payment, allocated 75% to the LWDA PAGA Payment and 25% to the Individual PAGA Payments to the PAGA Members based on the number of pay periods each PAGA Member worked during the PAGA Period.
- E. The remaining \$103,500 is the Net Settlement Amount. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Settlement Payments to Participating Class Members based on the number of workweeks they worked during the Class Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections. No portion of the Gross Settlement Amount will revert to Defendant under any circumstances.

8. How will the Settlement Payments be calculated?

- A. Individual Settlement Payments. The Settlement Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 (25% of the PAGA Payment) by the total number of pay periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the number of pay periods worked by each individual PAGA Member.
- C. Workweek/Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendant's business records, are stated in the second page of this Notice. You have until [45 calendar days from date of mailing] to challenge the number of workweeks and/or pay periods credited to you. You may submit your challenge by signing and sending a letter to the Settlement Administrator at [address]. If you challenge your workweeks or pay periods, you should support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of workweeks and/or pay periods based on Defendant's business records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve workweek and/or pay period

challenges. The Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

- D. **Taxes Owed on Payments to Class Members.** Plaintiff and Defendant are asking the Court to approve an allocation of (a) 50% of the Net Settlement Amount shall be designated as the reimbursement of expenses, and allocated on a pro rata basis to all Class Members based on each of their total number of months worked in the Class Period, and (b) the remaining 50% of the Net Settlement Amount shall be allocated to Class Members on a pro rata basis on each of their total number of Workweeks in the Class Period, and of this remaining 50%, 20% shall be designated for wages and 80% shall be designated for penalties and interest. The Settlement Administrator will be responsible for issuing a form W-2 to each Class Member for the amount each receives for wages. Defendant will separately pay employer-side payroll taxes it owes on the wage component. The Individual PAGA Payments are not subject to withholdings. The Settlement Administrator will report the Individual PAGA Payments on IRS Form 1099s.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Individual Settlement Payment and/or Individual PAGA Payment are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

HOW TO GET SETTLEMENT PAYMENT

9. **How can I get my Settlement Payment?**

If the Settlement is approved, you do not need to do anything to receive a Settlement Payment. If the Court approves the Settlement at the Final Approval Hearing, your Settlement Payment will be mailed to the address on file with the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator informed of any change in your address, as your Settlement Payment will be mailed to the last known address it has on file for you.**

10. **When can I expect to receive my Settlement Payment?**

If the Court approves the Settlement, and there are no pending objections, your share of the Settlement will be paid approximately 45 days after the Court grants final approval of the Settlement.

11. **What am I giving up to get a Settlement Payment?**

Participating Class Members will be giving up or "releasing" the claims described below:

Release of Class Claims: After the Court grants final approval of the Settlement, each participating settlement Class Member will be bound by the approval and judgment and thereby will release and discharge Defendant and the Released Parties (defined as Defendant's past, present and/or future, direct and/or indirect, owners, officers, directors, trustees, members, managers, employees, contractors, agents, representatives, attorneys, insurers, subsidiaries, affiliates, successors, and assigns) from all claims stated in the Lawsuit alleging violations of Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221-223, 225.5, 226, 226.3, 226.7, 246, 248.5, 432, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2802, and the applicable IWC Wage Order, and § 17200 et seq. of the California Business and Professions Code. This release includes unpaid wages, including claims for minimum, regular, overtime, and double-time wages; all claims for meal period and rest break violations and pay related premium wages; all claims for the untimely

payment of wages and final wages; all claims for unreimbursed expenses; all claims for inaccurate itemized wage statements and the failure to keep accurate records; and all claims for unfair competition.

PAGA Members and the State of California will be giving up or “releasing” claims for civil penalties under PAGA:

Release of PAGA Claims: After the Court grants final approval of the Settlement, then Plaintiff, as a representative of the State of California and on behalf of the LWDA and the PAGA Members, will fully and finally release the Released Parties from all claims and causes of action for PAGA penalties against the Released Parties that were or could have been alleged based on the allegations in the Lawsuit, including all claims for PAGA penalties based on alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221-223, 225.5, 226, 226(a), 226(e), 226(h), 226.3, 226.7, 248.5, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2804 and the applicable IWC Wage Order. The released claims include all claims for PAGA penalties based on all claims for the alleged failure to pay all wages, for the alleged failure to provide compliant meal periods and rest breaks and related premiums; for the alleged failure to pay wages timely, including final wages; for the alleged failure to reimburse all business expenses; for the alleged failure to provide compliant wage statements and keep accurate records.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. Can I exclude myself from the Class Settlement?

If you do not wish to participate in the Class Settlement for any reason, you can exclude yourself (that is, “opt out” of the Settlement). If you opt out, you keep your right to sue the Defendant for the same claims on an individual basis. However, you cannot opt out of the PAGA portion of the Settlement. To opt out and exclude yourself from the Class Settlement so that you do not become a Participating Settlement Class Member, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded from the Class. The letter must state in substance:

“I have read and understand the Notice of Settlement of Class and Representative Action and I wish to exclude myself from the Settlement described in the Notice.”

Your letter requesting to exclude yourself must include the case name, *Erin Reilly v. California Institute of Integral Studies*, San Francisco County Superior Court, Case No. CGC-22-601803, your full name, current address and telephone number. It must be addressed to the Settlement Administrator at [address] and postmarked on or before [45 calendar days from date of mailing]. Requests for exclusion postmarked after this date will be disregarded.

13. If I don’t exclude myself from the Class Settlement, can I sue Defendant for the same thing later?

No. Unless you exclude yourself from the Class Settlement, you give up any right to sue Defendant for the claims that this Settlement resolves.

14. If I exclude myself from the Class Settlement, can I get money from this Settlement?

No, not from the Class Settlement. If you request to be excluded from the Settlement, you will not receive an Individual Settlement Payment. You also will not be able to object to the Settlement as explained below. Your Individual Settlement Payment will be redistributed to the Participating Class Members.

However, if you are a PAGA Member, you will receive an Individual PAGA Payment regardless of whether you exclude yourself from the Class Settlement.

No portion of the Gross Settlement Amount will go back to Defendant as a result of any person opting out of the Settlement.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, and you don't request to be excluded from the class settlement, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it before the Court decides whether to grant final approval of the Settlement.

To object in writing, you must submit a timely written objection to the Administrator. Your objection must state that you object to the proposed Settlement of this case entitled *Erin Reilly v. California Institute of Integral Studies*, San Francisco County Superior Court, Case No. CGC-22-601803. Be sure to include your name, address, telephone number, and signature, and the specific reasons you object to the Settlement. You must mail your written objection to the Administrator at [address], postmarked on or before [45 calendar days from date of mailing]. Requests for exclusion postmarked after this date may be disregarded.

If you have questions regarding this Settlement, you should contact Class Counsel (see Paragraph 6 above) or the Settlement Administrator. Please **DO NOT** contact attorneys for Defendant or any of Defendant's managers, supervisors, or directors.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on [DATE] at [TIME] in Department 304 of the Superior Court of the State of California for County of San Francisco, located at 400 McAllister St., San Francisco, California 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, the Settlement Administrator, and the LWDA.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

17. Do I have to come to the hearing?

No. You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing at their own expense.

18. May I speak at the hearing?

You may appear at the Final Approval Hearing and ask the Court for permission to speak, however, to be sure that any objection will be considered by the Court, you should submit a timely written objection, or a notice of intent to appear at the hearing. To do so, please timely submit the objection or notice of intent to appear to the

Settlement Administrator no later than [45 calendar days from date of mailing]. Any notice of intent to appear should include a description of any arguments you intend to make.

GETTING MORE INFORMATION

19. **Who may I contact if I have questions about the Settlement?**

This Notice is only a summary of the Settlement. For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined during regular business hours at the office of the Clerk of the Superior Court of the State of California for County of San Francisco, located at 400 McAllister Street, San Francisco, California 94102. You can also view the case records online at the Court's website: <https://webapps.sftc.org/captcha/captcha.dll?referrer=https://webapps.sftc.org/ci/CaseInfo.dll?> Select the Captcha option for "I'm not a robot", and the Civil Case Information Search Option should appear. Follow the instructions for submitting Case Number CGC-22-601803, then click "search" to view the case record. Do not telephone the Court to obtain information about the Settlement.

You may also contact Class Counsel (as set forth in Section 6 above) and the Settlement Administrator at [address] or [phone].

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR ANY OF THEIR MANAGERS, SUPERVISORS, DIRECTORS OR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file, as this will be the address to which your Settlement Payment will be sent if the Settlement is approved.

Settlement Payment checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be deposited with the California Controller's Unclaimed Property Fund in your name. If your Settlement Payment check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

REMINDER ABOUT TIME LIMITS

The deadline for submitting any workweek or pay period challenges, requests for exclusion, or objections to the Settlement is [45 calendar days from date of mailing]. These deadlines will be strictly enforced.