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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR COUNTY OF SOLANO**

Paul Nguyen, an individual, on behalf of all
persons similarly situated on behalf of the State
of California, as a private attorney general, and
on behalf of all Aggrieved Employees,

Plaintiff,

v.

DOMINICAN UNIVERSITY OF
CALIFORNIA, a California non-profit
institution of higher education

Defendant.

Case No.

**CLASS ACTION SETTLEMENT
AGREEMENT**

THIS CLASS ACTION SETTLEMENT AGREEMENT (“Agreement”) is made and entered into between Plaintiff PAUL NGUYEN (“Plaintiff” or “Class Representative”), on the one hand and Defendant DOMINICAN UNIVERSITY OF CALIFORNIA (“Defendant” or “University”), on the other hand, subject to the approval of the Court as provided below. This Agreement is intended by Plaintiff and Defendant to fully, finally, and forever resolve, discharge, and settle the Action (as defined below) and Released Claims (as defined below), upon and subject to the following terms and conditions:

1. Definitions.

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

1.1 “Action” refers to the civil action entitled *Paul Nguyen v. DOMINICAN UNIVERSITY OF CALIFORNIA* to be filed in Solano County Superior Court.

1.2 “Aggrieved Employees” refers to all individuals who are or were employed by Defendant Dominican University of California in California as adjunct clinical faculty members and/or adjunct clinical instructors during the PAGA Period who are alleged to have claims under PAGA regarding their classification as exempt employees under the Labor Code and Wage Order 5.

1.3 “Class Counsel” refers to the attorneys of record for the Class Representative, *i.e.*, Ackermann & Tilajef, P.C. and Employment Rights Law Group, APC.

1.4 “Class Member” refers to (1) all individuals who are or were employed by Defendant Dominican University of California in California as adjunct clinical faculty members and/or clinical instructors from August 17, 2020 to May 31, 2022. Defendant represents that there are 50 Class Members as of May 31, 2022.

1.5 “Class Notice” refers to the form of direct-mail notices substantially in the form attached as “**Exhibit A**” to this Agreement as may be modified by the Court.

1.6 “Class Period” means August 17, 2020 until and including May 31, 2022.

1.7 “Class Representative” refers to Paul Nguyen.

1.8 “Complaint” refers to the operative Complaint in this Action, and any Complaints subsequently filed in this Action.

1.9 “Court” refers to the California Superior Court for the County of Solano.

1 **1.10** “Defendant” means Dominican University of California (“University”).

2 **1.11** “Enhancement Award” refers to a monetary award to the Plaintiff, in an amount not to exceed
3 \$10,000.00, or other lesser amount as approved by the Court, for his service as Class Representative as
4 described in Section 6, below and for his agreement to a general release, to be paid for from the Gross
5 Settlement Amount, subject to approval by the Court, as described below.

6 **1.12** “Final Approval Hearing” refers to the hearing at which the Court will make a final
7 determination whether the terms of the Settlement Agreement are fair, reasonable, and adequate for the
8 Class and meet all applicable requirements for approval.

9 **1.13** “Final Approval Order” refers to the final order by the Court approving the Settlement
10 Agreement following the Final Approval Hearing and entering final judgment.

11 **1.14** “Final Effective Date” refers to the date the Final Approval Order is entered if no objections
12 to the Settlement Agreement are filed. If objections are filed and overruled, and no appeal of the Final
13 Approval Order is filed, then the Final Effective Date will be sixty (60) calendar days following the date
14 the Final Approval Order is signed. If an appeal is taken from the Final Approval Order, then the Final
15 Effective Date will be twenty (20) calendar days after the appeal is withdrawn or after an appellate
16 decision affirming the Final Approval Order becomes final.

17 **1.15** “Gross Settlement Amount” (“GSA”) refers to the maximum payment of \$150,000.00
18 Defendant will be obligated to make to settle this matter. The GSA includes all payments made to
19 Settlement Class Members, Service Award payment to the Class Representative, all Settlement
20 Administration Costs, the PAGA Award, as well as attorneys’ fees, litigation costs, and expenses to Class
21 Counsel, as approved by the Court. Employer side payroll taxes shall be paid by Defendant in addition to
22 the GSA.

23 **1.16** “Net Settlement Amount” (also referred to herein as “NSA”) is the GSA minus Court-
24 approved attorney’s fees, litigation costs, and expenses, Settlement Administration Costs, Court-approved
25 Enhancement Award, and the PAGA Award. The NSA is the maximum amount that will be available for
26 distribution to the Settlement Class Members.

27 **1.17** “PAGA Award” refers to the \$4,000.00 that will be set aside for the PAGA penalty, with
28 \$3,000.00 paid to the LWDA the remaining \$1,000.00 payable to the Settlement Class Members who

worked during the PAGA Period.

1.18 “PAGA Period” means August 17, 2020 to and including May 31, 2022.

1.19 “Parties” are Plaintiff and Defendant.

1.20 “Released Claims” are those defined in Section 17, below.

1.21 “Released Claims Period” means August 17, 2020 to and including May 31, 2022.

1.22 “Released Parties” include Defendant and any parent, subsidiary, affiliate, predecessor or successor, and all of their agents, trustees, employees, officers, directors, regents, and attorneys.

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

1.24 “Response Deadline” refers to a date that is sixty (60) calendar days after the date that the Class Notice is mailed to Class Members and is the deadline by which Class Members’ Requests for Exclusion, disputes regarding Credits, and/or objections must be postmarked to be timely.

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

1.26 “Settlement Administration Costs” refers to the costs and expenses of the administrator, to perform its tasks and duties as provided by this Settlement Agreement. These costs will be paid out of the GSA.

1.27 “Settlement Class Member” refers to Class Members who do not request exclusion from the settlement pursuant to Section 13, below.

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

2. Procedural History and Recitals.

2.1 On January 14, 2022, Plaintiff filed a PAGA Notice alleging putative class claims by Class Members against Defendant for (a) failure to furnish accurate wage statements in violation of Cal. Labor Code § 226; (b) failure to timely pay wages in violation of Labor Code §§ 204 and 210; (c) failure to pay all final wages due in violation of Labor Code §§ 201-203; (d) failure to pay wages in violation of Labor

Code § 510 and Industrial Wage Commission Order Nos, 4 and 5, § 3; (e) failure to pay wages in violation of Labor Code §§ 1194, 1197, and 1198, (f) unfair competition in violation of Business and Professions Code § 17200, and (g) Violation of the Private Attorneys General Act (“PAGA”), Cal. Labor Code §§ 2698 *et seq.*, based on the foregoing Labor Code violations. Thereafter, Plaintiff filed an amended PAGA notice to include allegations of violations of Labor Code § 512, § 2802, and 8 C.C.R. 11040. Defendant denies liability for these claims.

2.2 The Parties exchanged legal analysis, documents and information before engaging in direct settlement negotiations. After reviewing the relevant statutory provisions, documents and information, Class Counsel was able to evaluate the probability of class certification, success on the merits, and the factual and legal defenses available to Defendant, among other matter evaluations.

2.3 The Parties jointly represent that this is a fair, reasonable, and adequate settlement and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, present and potential.

2.4 This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Agreement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Agreement, a Class should be certified in the Action. This Agreement, and Plaintiff’s and Defendant’s willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation between the parties (other than in connection with this Agreement).

2.5 Class Counsel represent that they have thoroughly investigated the claims alleged against Defendant in the Action. Class Counsel represent that they have conducted their own investigation into the underlying facts, events, and issues related to the subject matter of this Action. Class Counsel represent that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendant, and the potential defenses thereto. Both the Class Representative and

1 Defendant have had an opportunity to evaluate their respective positions on the merits of the claims
2 asserted.

3 **2.6** Class Counsel has also engaged in intensive arm's-length negotiations with counsel for
4 Defendant with a view toward achieving substantial benefits for the Class while avoiding the cost, delay
5 and uncertainty of further litigation, trial, and appellate review.

6 **2.7** As a consequence of said negotiations, and of Class Counsel's investigation, analysis and
7 discovery, Plaintiff and Class Counsel determined to enter into this Agreement on the terms and conditions
8 hereinafter set forth, believing it to be fair, reasonable and adequate and in the best interests of Plaintiff
9 and the other members of the Class. Plaintiff and Class Counsel have determined to execute this
10 Agreement and urge approval by the Court of the Agreement after considering (a) the substantial factual
11 and legal defenses available to Defendant to the claims asserted in the Action, which render the outcome
12 of the Action substantially uncertain; (b) the potential difficulties Plaintiff and Class Members would
13 encounter in establishing the elements of their claims; (c) the substantial benefits made available to Class
14 Members pursuant to the Agreement; (d) the fact that the Agreement ensures that Class Members will
15 receive relief in the most expeditious and efficient manner practicable, and thus much sooner than would
16 be possible were the claims to be litigated successfully through trial and appeal; and (e) the fact that the
17 Agreement allows persons who would otherwise fall within the definition of the Class, if they so desire,
18 to opt out of the Action and individually pursue any Release Claims that he or she may have.

19 **2.8** As set forth above, without admitting any wrongdoing or liability, Defendant is willing to
20 agree to the terms of the Agreement to settle, compromise, and fully resolve the Action and Released
21 Claims (as defined below).

22 **3. Limitation on Effect of Agreement.**

23 This Agreement will not constitute, in this or any other proceeding, an admission of any kind by
24 Defendant, including without limitation, that certification of a class is appropriate or proper or that
25 Plaintiff could establish any of the requisite elements for class treatment of any of the claims in the Action.
26 If the Agreement is not finally approved, or is otherwise terminated, any class and representative action,
27 which were certified for settlement purposes only, shall be vacated, shall be of no force or effect
28 whatsoever, shall not be admissible nor construed as an admission or concession of any kind by the Parties,

1 in whole or part, and Defendant expressly reserves all rights to challenge certification of a class on all
2 available grounds.

3 **4. Establishment of the GSA.**

4 This Agreement will be made on a non-claims-made basis and will be non-reversionary. Under no
5 circumstances will any of the GSA revert to Defendant. Defendant shall pay a total of no more than the
6 GSA, which will cover payment by Defendant pursuant to this Settlement Agreement, to Settlement Class
7 Members, to Aggrieved Employees, Settlement Administration Costs, Plaintiff's attorneys' fees,
8 Plaintiff's litigation costs, the Class Representative Service Award, and the PAGA Award. Defendant will
9 deposit into an account, through the Settlement Administrator, an amount equal to the GSA, in addition
10 to Defendant's portion of payroll taxes in connection with the wages portion of the NSA, if any.

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

12 Class Counsel shall request attorneys' fees up to 1/3 of the GSA (i.e., \$50,000.00) for attorneys'
13 fees; and up to \$16,000 for reimbursement of litigation costs and expenses. The terms of this Agreement
14 will not be abrogated and will continue in full force even if the Court awards a lower amount of attorneys'
15 fees or costs than requested by Class Counsel. Any unapproved amount of attorneys' fees and litigation
16 costs will be added to the NSA and be distributed to the Settlement Class Members.

17 **6. Enhancement Award.**

18 Class Counsel shall request an Enhancement Award of up to \$10,000.00 for the Class
19 Representative. Any unapproved amount will be added to the NSA and be distributed to the Settlement
20 Class Members.

21 **7. PAGA Award.**

22 Subject to Court approval, \$4,000.00 shall be attributed to Plaintiff's claims under PAGA. The
23 Settlement Administrator shall apportion and distribute the \$4,000.00 payment as follows: (a) \$3,000.00
24 shall be paid to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims; and
25 (b) \$1,000.00 shall be added to the NSA and distributed to the Settlement Class Members as their 25%
26 share of the settlement of civil penalties for PAGA claims.

27 **8. Costs of Settlement Administration.**

28 The Parties have mutually agreed to the selection of Phoenix Inc. ("Settlement Administrator"), to

undertake the administration of the Settlement in this Action. Phoenix, Inc. has provided a capped bid that the costs and expenses of administration of the settlement will not exceed \$4,250.00.

9. Calculation of the NSA and Distribution of Settlement Proceeds.

9.1 This settlement is a “non-claims-made” settlement. Each Settlement Class Member will be entitled to a share of the NSA in accordance with the formula set forth below. Payments will be made from the NSA only to Settlement Class Members, as set forth herein.

9.2 Except as specified in section 9.4, the NSA will be allocated among Settlement Class Members on a pro rata basis based on the number of units for clinical courses worked by each Settlement Class Member as an adjunct clinical faculty member or adjunct clinical instructor during the Class Period out of the total amount of clinical course units worked by all Class Members as adjunct clinical faculty members or adjunct clinical instructors during the Class Period. This allocation accounts for the workload of each adjunct clinical faculty member.

9.3 The payments from the NSA shall be allocated as 15% wages and 85% penalties and interest. The employer shall pay the employer-side payroll taxes associated with these wage payments.

9.4 The portion of the PAGA Award allocated to the Aggrieved Employees will be allocated on a pro rata basis based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period out of the total amount of pay periods worked by all Aggrieved Employees during the PAGA Period. For purposes of settlement, the payments from the PAGA Award will be allocated 100% as penalties and interest.

9.5 The amount distributed to Settlement Class Members, in addition to all required withholdings, shall not exceed the NSA.

9.6 If a Class Member timely and validly submits a Request for Exclusion, as set forth herein, their share will return to the NSA and will be distributed to the remaining Settlement Class Members.

9.7 Payments to Class Members pursuant to this Agreement will not be construed as compensation for purposes of determining eligibility for or benefit calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, including, without limitation, all plans, subject to Employee Retirement Income Security Act (“ERISA”). The Parties agree these payments do not represent any modification of any employee’s previously-

1 credited hours of service or other eligibility criteria under any employee pension benefit plan, employee
2 welfare benefit plan, or other program or policy.

3 **9.8** Within 30 days of the court entering the Final Approval Order, Defendant will deposit
4 through the Settlement Administrator an amount equal to the GSA in addition to Defendant's portion of
5 payroll taxes in connection with the wages portion of the NSA, if any.

6 **9.9** Within twenty-five (25) calendar days of Defendant depositing the GSA and its portion of
7 payroll taxes in connection with the wages portion of the NSA, if any, the Settlement Administrator will
8 pay all Class Members' settlement shares, and attorney's fees, costs, enhancement payment, and
9 administration costs, as approved by the Court. Before Class Member Payment Checks are mailed, the
10 Settlement Administrator will update addresses of the recipients using the National Change of Address
11 Database. The Settlement Administrator will use reasonable search methods for any Class Member
12 Payment Checks returned as undeliverable. The Settlement Administrator will then re-mail Class Member
13 Payment Checks to new addresses ascertained within three business days of the return of the Class
14 Member Payment Check. Class Member Payment Checks will include the expiration date.

15 **9.10** Class Member Payment Checks that are not cashed within one hundred and eighty (180)
16 calendar days from the date of issuance by the Settlement Administrator, will be cancelled. Class Members
17 whose Class Member Payment checks are not timely cashed and which are cancelled, will be deemed to
18 have irrevocably waived any right in or claim to any payment under the Agreement, but the settlement
19 and their release of Released Claims will remain binding upon them. The value of the cancelled Class
20 Member Payment checks and any other unclaimed funds will be transmitted in conformity with California
21 Code of Civil Procedure section 384 to San Francisco Marin Food Bank.

22 **9.11** Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged
23 signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of
24 omission or commission, the same is true for the Settlement Administrator.

25 **10. Tax Treatment.**

26 **10.1 Tax Treatment of Class Member Payments:** Of the amounts paid to Class Members, 15%
27 shall be allocated as wages and reported on a Form W-2 and 85% shall be allocated as penalties and
28 interest and reported on an IRS Form 1099. All Class Members will be responsible for paying any

1 applicable taxes associated with their settlement shares.

2 **10.2 Tax Treatment of Service Award:** Plaintiff will receive an IRS Form 1099 for his
3 individual Service Award and will be responsible for payment of any taxes owing on said amount.

4 **10.3 Tax Treatment of Attorneys' Fees and Cost Award:** Class Counsel will receive an IRS
5 Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs and will be
6 responsible for payment of any taxes owing on said amount.

7 **10.4 No Tax Advice:** Neither Plaintiff nor Defendant, nor the Parties' attorneys, shall give or are
8 giving any tax advice in connection with the settlement or any payments to be made pursuant to this
9 settlement.

10 **11. Notice Administration.**

11 **11.1** Within twenty (20) calendar days of the later of the Preliminary Approval Order or court
12 approval of the settlement notice to the class, Defendant shall provide only the Settlement Administrator
13 with the following information ("Class Data List"):

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

16 (b) the number of pay periods being attributed to each Class Member.

17 **11.2** Upon its receipt of the Class Data List, the Settlement Administrator shall access the National
18 Change of Address ("NCOA") Database, and update the addresses contained therein.

19 **11.3** Within thirty-five (35) days of the later of the Preliminary Approval Order or court approval
20 of settlement notice to the class, the Settlement Administrator shall provide the Class Notice by bulk first
21 class mail, forwarding requested, to the Class Members at the addresses identified through the process
22 described above.

23 **11.4** As to any Class Notices that are returned as undeliverable, or where the NCOA Database
24 indicates that the last known address of any Class Member is invalid or otherwise undeliverable, the
25 Settlement Administrator will perform a skip trace procedure and re-mail all returned, undelivered mail
26 within five (5) calendar days of the date on which the Settlement Administrator is informed that a Class
27 Notice is undeliverable or otherwise invalid. For those re-mailed Class Notices, Class Members shall have
28 an additional fourteen (14) calendar days from the date of re-mailing to object to the settlement, dispute

1 their pay period information, or request exclusion from the settlement.

2 **11.5** Other than the obligations set forth in this Agreement, Parties will have no additional
3 obligation to identify or locate any Class Member.

4 **11.6** Parties will not be responsible for nor have any liability in connection with the provision of
5 Class Member data to the Settlement Administrator, outside of the obligations set forth in this Agreement.
6 The Settlement Administrator and all those working through, in concert with, or on behalf of the
7 Settlement Administrator, shall be obligated to take all reasonable steps to maintain the confidentiality of
8 Class Member information and to carry out the other duties enumerated in this Agreement, including
9 calculating each Class Member's potential share of the settlement.

10 **11.7** The Settlement Administrator shall provide Defendant's counsel and Class Counsel with
11 weekly summary reports, including the total number of Class Notices that were returned as undeliverable,
12 the total number of objections, and disputes regarding pay periods, and/or Requests for Exclusion. The
13 Settlement Administrator shall maintain records of its work, which will be available for inspection upon
14 request by Defendant's counsel.

15 **12. Class Notice and Notification of Credits.**

16 **12.1** The Class Notice will be a pre-printed notice, in substantially the form attached hereto as
17 **Exhibit A** and to be approved by the Court. In addition to other information contained on the Class
18 Notice, the Class Notice will state the number of pay periods that the Class Member worked as an Adjunct
19 clinical faculty member in California during the PAGA Period for Defendant, according to Defendant's
20 records and the number of clinical course units taught by the Class Member during the Class Period.

21 **13. Request for Exclusion.**

22 **13.1** Any Class Member may elect to opt out of the settlement by submitting a written Request
23 for Exclusion from the Agreement to the Settlement Administrator, postmarked no later than the Response
24 Deadline. Class Members may also submit a Request for Exclusion to the Settlement Administrator by
25 fax, email, or other forms of electronic transmission by the Response Deadline. The Request for Exclusion
26 must contain the following: the Class Member's full name, signature, address and last four digits of their
27 social security number, and a clear statement that they seek to be excluded from the settlement. The
28 Settlement Administrator shall immediately send all Requests for Exclusion to Defendant's counsel and

1 Class Counsel. A Class Member who fails to comply with the opt out procedure set forth herein on or
2 before the Response Deadline will not be excluded and will instead be bound by all provisions of this
3 Agreement and all orders issued pursuant to it.

4 **13.2** Any Class Member who elects to opt out of the Class in the manner and within the time limits
5 specified above and in the Class Notice: (1) will not have any rights under this Agreement; (2) will not be
6 entitled to receive any compensation under this Agreement, except for their portion of the PAGA Award;
7 (3) will not have standing to submit any objection to this Agreement; and (4) will not be bound by this
8 Agreement except for the release of the PAGA claim.

9 **13.3** Except for persons who elect to opt out of the settlement in the manner and within the time
10 limits specified above, in the Preliminary Approval Order, and in the Class Notice, all Class Members,
11 will be deemed to be within the Class for all purposes under this Agreement, will be bound by the terms
12 and conditions of this Agreement, including all orders issued pursuant to it.

13 **13.4** If this Agreement is given final approval, it will operate as a full, complete, and final release
14 of all the Released Claims of the Class Representative and all Settlement Class Members, and as an
15 effective covenant not to sue, bring administrative agency charges, grievances or internal complaints under
16 any applicable policies, collective bargaining agreements or agency grievance procedures.

17 **14. Objections.**

18 Any Class Member who does not request exclusion from the settlement may object to this
19 Agreement by sending the Settlement Administrator, not later than the Response Deadline, a written
20 statement objecting to the settlement. Written objections may also be made by fax, email or other forms
21 of electronic transmission to the Settlement Administrator, no later than the Response Deadline. The
22 written objection must contain: the Class Member's full name, address, last four digits of their social
23 security number, the case name and number of the Action, and a clear statement of the basis for their
24 objection. The Settlement Administrator shall immediately send all objections to counsel for Defendant
25 and Class Counsel. The Court will hear from any Class Member who attends the Final Approval Hearing
26 and asks to speak regarding their objection, they do not need to file a written objection. But objections, if
27 in writing, need to be submitted by the Response Deadline.

28 Counsel for the Parties shall file any responses to any objections at the time the Motion for Final

Approval is filed. Class Members may, prior to the Final Approval Hearing, withdraw their objections or opt out requests in a writing to the Settlement Administrator, which may then be filed with the Court.

All Parties and their counsel will not seek to solicit any Class Member to submit an opt out request or objection, nor encourage any Class Member to appeal from the final judgment.

15. Resolution of Disputes.

If a Class Member timely disputes the number of clinical course units or pay periods listed on their Class Notice, the dispute will be submitted to the Settlement Administrator, who will examine the records and either verify the calculation or provide a corrected calculation. Disputes must be in writing that is submitted to the Settlement Administrator, postmarked on or before the Response Deadline. Disputes may also be made by fax, email, or other forms of electronic transmission to the Settlement Administrator, no later than the Response Deadline. The dispute must contain: Class Member's full name, address, signature, and last four digits of their Social Security number; and any facts supporting the Class Member's dispute, along with any supporting materials confirming that the information attributed to them is incorrect. The Settlement Administrator's determination of disputes will be final and non-appealable.

16. Non-Materiality of Attorneys' Fees, Costs and Enhancement Awards.

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

17. Released Claims.

17.1 The Released Claims Period shall be the Class Period. No other claims are released other than those claims specifically pleaded in the Complaint and those potential claims reasonably arising out of the same set of operative facts pleaded in the Complaint.

17.2 Settlement Class Member Release. Plaintiff and all other Settlement Class Members will release the Released Parties from those claims alleged in the forthcoming Complaint and all potential claims reasonably arising out of the same set of operative facts pleaded in the forthcoming Complaint, including claims under Labor Code sections, 201, 202, 203, 204, 210, 226(a), 226(e), 226.3, 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 2802, 8 C.C.R 11040, IWC Wage Order No. 4 sections 3, 11, and 12, and IWC Wage Order No. 5 sections 3,11, and 12. The Settlement Class Member Release is effective upon

the payment in full of the amounts required under Paragraph 4 of this Agreement.

17.3 Aggrieved Employees Release. Plaintiff and all other Aggrieved Employees will release the Released Parties from those claims, including civil penalty claims, alleged in the forthcoming Complaint under PAGA and all potential claims, including potential civil penalty claims, under PAGA reasonably arising out of the same set of operative facts pleaded in the forthcoming Complaint. The Aggrieved Employee Release is effective upon the payment in full of the amounts required under Paragraph 4 of this Agreement.

17.4 Plaintiff's General Release:

In addition to the Released Claims, Plaintiff shall be bound by a complete and general release of all claims under any and all applicable federal and state laws and/or regulations as to Released Parties, and shall also be bound by a California Civil Code section 1542 release and waiver of all claims known and unknown, without exception, except as a release or waiver may be prohibited by law, such as claims for workers' compensation benefits. California Civil Code section 1542 reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

18. Application for Preliminary Approval.

18.1 Within 30 business days after the Parties' execution of this Agreement, Plaintiff shall file a motion for preliminary approval of the settlement, requesting a Preliminary Approval Order that contains the following provisions:

18.1.1 preliminarily approving this Agreement and its terms;

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

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

18.1.4 establishing the procedures and the deadline by which Settlement Class Members may assert objections to the settlement, seek exclusion from the settlement, and/or

dispute their settlement shares; and

18.1.5 setting a date for the Final Approval Hearing.

18.2 Counsel for Defendant will be given an opportunity to review and comment on the motion for preliminary approval of the settlement prior to its being filed with the Court, and such comments will be implemented to the extent reasonable.

19. Final Approval Order and Final Judgment.

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

19.1.1 confirming certification of the Class for settlement purposes only;

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

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

19.1.4 directing the Parties to implement the terms of this Agreement;

19.1.5 releasing and discharging the Released Parties from any and all liability with respect to the Released Claims as hereinabove provided;

19.1.6 resolving and settling all the Released Claims by the Class Representative and all Settlement Class Members, as herein above provided, with the release precluding them from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of themselves, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any of the Released Parties, that asserts any Released Claims.

19.1.7 awarding reasonable attorneys’ fees and litigation costs to Class Counsel as determined by the Court;

19.1.8 awarding an Enhancement Award to Class Representative as determined by

the Court;

19.1.9 awarding Settlement Administration Costs to the Settlement Administrator as determined by the Court and other administration costs as provided herein;

19.1.10 approving the allocation of PAGA Penalties to the LWDA;

19.1.11 entering final judgment on the Complaint; and

19.1.12 preserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Agreement and enforcement of the Judgment.

19.2 Counsel for Defendant will be given an opportunity to comment on the motion for final approval of the Settlement Agreement prior to its being filed with the Court, and such comments will be implemented to the extent reasonable.

20. Effect of Settlement Not Being Final.

If the settlement does not become final, then this Agreement will become null and void, and all negotiations, proceedings, and statements relating thereto will be without prejudice as to the rights of any and all Parties hereto, and all Parties and their respective predecessors and successors will be deemed to have reverted to their respective positions in the Action as of the date and time immediately prior to the execution of this Agreement. If the Court does not approve either preliminarily or finally any material term or condition of this Agreement, or if the Court effects a material change to the Parties' settlement (including but not limited to the scope of release to be granted by Class Members or the binding effect of the settlement on Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Agreement for the Court's approval.

21. Withdrawal From Settlement Based on Requests for Exclusion.

Defendant shall retain the right, in the exercise of its sole discretion, to nullify the settlement in the event that 6 or more Class Members opt out. Defendant must provide written notice to Class Counsel of its withdrawal within thirty (30) calendar days of the Response Deadline. Class Counsel and Defendant specifically agree not to solicit opt-outs, directly or indirectly, through any means. If Defendant exercises this right, it shall be solely responsible for the costs incurred for settlement administration up to the date of nullification.

1 **22. Mutual Cooperation.** The Parties agree to cooperate fully with each other to accomplish the
2 terms of this Agreement, including but not limited to, execution of all necessary documents and to take
3 such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties
4 shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that
5 may become necessary by order of the Court, or otherwise, to effectuate the terms of this Agreement. As
6 soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and
7 cooperation of Defendant and its counsel, take all necessary steps to secure entry of the Final Judgment.

8 **23. No Admissions.**

9 The Parties understand and agree that this Agreement is the result of a good faith compromise
10 settlement of disputed claims and, regardless of whether the settlement is finally approved and/or
11 consummated, that no part of this Agreement, or any conduct or written or oral statements made in
12 connection with this settlement and/or this Agreement, or the negotiations leading to this Agreement, or
13 any document filed in support thereof, should be construed as an admission or concession of any kind by
14 Defendant or any of the Released Parties.

15 **24. Avoidance of Undue Publicity.**

16 Except as required to obtain preliminary or final approval in this case, Plaintiff and Class Counsel
17 agree not to publicize the amount or other terms of this Agreement to any person. Nothing herein will
18 restrict Class Counsel from including publicly available information regarding this Agreement in future
19 judicial submissions regarding Class Counsel's qualifications and experience.

20 **25. Construction.**

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

25 **26. Due Authority of Attorneys.**

26 Each of the attorneys executing this Agreement on behalf of one or more Parties warrants and
27 represents that he or she has been duly authorized and empowered to execute this Agreement on behalf of
28 each such respective Party and to bind them to its terms. The parties also warrant that this Agreement is

1 entered into knowingly and willingly and there is no fraud, duress, or undue influence.

2 **27. Entire Agreement.**

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

14 **28. Modification or Amendment.**

15 This Agreement may not be modified or amended except in a writing signed by all signatories
16 hereto or their attorneys or their successors in interest and approved by the Court.

17 **29. Successors.**

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

21 **30. Counterparts.**

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

24 **31. Waivers.**

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

27 **32. Governing Law.**

28 This Settlement Agreement will be governed by and construed, enforced, and administered in

accordance with the internal laws of the State of California.

33. Headings.

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

34. Notices.

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

34.1 To Class Counsel: to the attention of Craig Ackerman, Esq., Ackermann & Tilajef, P.C., 1180 South Beverly Drive Suite 610, Los Angeles, CA 90035, and to Amir Seyedfarshi, Employment Rights Law Group, APC, 1180 South Beverly Drive, Suite 610, Los Angeles, California 90035.

34.2 To Defendant and counsel for Defendant: to the attention of Natasha J. Baker, Esq., Novus Law Firm. Inc., 1450 Maria Lane, Suite 330, Walnut Creek, California 94596.

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

Plaintiff and Proposed Class Representative

Dated: 06 / 03 / 2022, 2022 By: 
Paul Nguyen

**Defendant
Dominican University of California**

Dated: _____, 2022 By: _____
Rob Kinnard
Vice President for Finance and Administration
On behalf of Defendant

1 accordance with the internal laws of the State of California.

2 **33. Headings.**

3 The headings contained in this Agreement are for convenience and reference purposes only and
4 will not be given weight in its construction.

5 **34. Notices.**

6 Any notices, requests, demands, or other communications required or permitted to be given
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8 writing and mailed as follows:

9 **34.1** To Class Counsel: to the attention of Craig Ackerman, Esq., Ackermann & Tilajef, P.C.,
10 1180 South Beverly Drive Suite 610, Los Angeles, CA 90035, and to Amir Seyedfarshi, Employment
11 Rights Law Group, APC, 1180 South Beverly Drive, Suite 610, Los Angeles, California 90035.

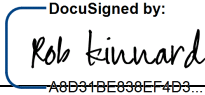
12 **34.2** To Defendant and counsel for Defendant: to the attention of Natasha J. Baker, Esq., Novus
13 Law Firm. Inc., 1450 Maria Lane, Suite 330, Walnut Creek, California 94596.

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

16 **Plaintiff and Proposed Class Representative**

17
18 Dated: _____, 2022 By: _____
19 Paul Nguyen

20 **Defendant**
21 **Dominican University of California**

22 Dated: 6/3/2022, 2022 By: 
23 Rob Kinnard
24 Vice President for Finance and Administration
25 On behalf of Defendant
26
27
28

1
2 ***APPROVED AS TO FORM:***

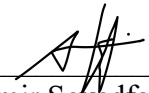
3 **Counsel for Plaintiff and**
4 **Proposed Class Counsel**



5 Dated: 06 / 03 / 2022, 2022 By: _____

Craig J. Ackermann
Ackerman & Tilajef, P.C.

7
8 Dated: 6/3/2022, 2022 By: _____



Amir Seyedfarshi
Employment Rights Law Group, APC

9
10 **Counsel for Defendant**

11
12 Dated: _____, 2022 By: _____

Natasha J. Baker
Matthew W. Burris
Novus Law Firm, Inc.

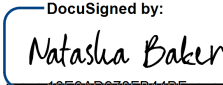
APPROVED AS TO FORM:

**Counsel for Plaintiff and
Proposed Class Counsel**

Dated: _____, 2022 By: _____
Craig J. Ackermann
Ackerman & Tilajef, P.C.

Dated: _____, 2022 By: _____
Amir Seyedfarshi
Employment Rights Law Group, APC

Counsel for Defendant

Dated: 6/3/2022, 2022 By: 
Natasha J. Baker
Matthew W. Burris
Novus Law Firm, Inc.