

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Jacquelyne VanEmmerik (SBN 339338)
MOON LAW GROUP, P.C.
1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: jvanemmerik@moonlawgroup.com

*Attorneys for Plaintiffs,
Sherrell Tyler and Monifa Cox*

Nathan W. Austin (SBN 219672)
Evan M. McBride (SBN 317393)
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, California 95814
Telephone: (916) 341-0404
Facsimile: (916) 341-0141
Email: nathan.austin@jacksonlewis.com
Email: evan.mcbride@jacksonlewis.com

*Attorneys for Defendant,
Griffin Technology Academies*

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

SHERRELL TYLER, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

GRIFFIN TECHNOLOGY ACADEMIES, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: FCS057816

[Honorable Bradley E. Nelson,
Department 4]

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Complaint Filed: February 14, 2022
Trial Date: Not Set

This Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement Agreement” or “Settlement” or “Agreement”) is made by and between Plaintiffs Sherrell Tyler and Monifa Cox (“Plaintiffs”) and Defendant Griffin Technology Academies (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties” and individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means *Sherrell Tyler, et al. v. Griffin Technology Academies*, Superior Court of the State of California, County of Solano, Case No. FCS057816.
- 1.2. “Administrator” means APEX Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with its “not to exceed” bid, which will be submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt and/or hourly employees of Defendant who worked in California from February 10, 2021, through the date the Court preliminarily approves the Settlement or April 8, 2024, whichever is earlier.
- 1.5. “Class” means all non-exempt and/or hourly employees of Defendant who worked in California from February 14, 2018, through the date the Court preliminarily approves the Settlement or April 8, 2024, whichever is earlier.
- 1.6. “Class Counsel” means Moon Law Group, P.C.
- 1.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reimbursement of the reasonable fees incurred to prosecute the Action.
- 1.8. “Class Counsel Expenses Payment” means the amount allocated to Class Counsel for reimbursement of the reasonable expenses incurred to prosecute the Action.
- 1.9. “Class Data” means Class Member identifying information in Defendant’s possession, which includes the Class Members’ names, last-known mailing addresses, Social Security numbers, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the court-approved notice of class and representative action settlement and hearing date for final court approval to be mailed to Class Members in English, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from February 14, 2018, through the date the Court preliminarily approves the Settlement or April 8, 2024, whichever is earlier.
- 1.14. “Class Representatives” means the named Plaintiffs, Sherrell Tyler and Monifa Cox, in the Operative Complaint.
- 1.15. “Class Representative Service Payments” means the payments to the Class Representatives for initiating and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of Solano.
- 1.17. “Defendant” means named Defendant, Griffin Technology Academies.
- 1.18. “Defense Counsel” means Nathan W. Austin and Evan M. McBride of JACKSON LEWIS P.C.
- 1.19. “Effective Date” means the date 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: (a) if no Participating Class Member objects to the Settlement, the day the Court enters the Judgment; (b) if one or more Participating Class Members object(s) to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms

the Judgment and issues a remittitur.

1.20. “Final Approval” means the Court’s Order Granting Final Approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s Hearing on Motion for Final Approval of the Settlement.

1.22. “Final Judgment” means the Court’s Judgment Granting Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means \$290,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7 below. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.

1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(i).

1.27. “LWDA PAGA Payment” means the LWDA’s 75% share of the PAGA Penalties, pursuant to under Labor Code section 2699(i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: the Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Settlement Agreement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from February 10, 2021, through the date the Court preliminarily approves the Settlement or April 8, 2024, whichever is earlier.
- 1.32. “PAGA” means the Private Attorneys General Act, Labor Code sections 2698, *et seq.*
- 1.33. “PAGA Notice” shall refer to, collectively: Plaintiff Sherrell Tyler’s November 7, 2021 letter to Defendant and the LWDA providing written notice pursuant to Labor Code section 2699.3(a), and Plaintiffs’ April 6, 2023 amended letter to Defendant and the LWDA adding Monifa Cox as a second PAGA representative.
- 1.34. “PAGA Penalties” means \$20,000.00, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means Sherrell Tyler and Monifa Cox, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means the claims released as described in Paragraph 5.2.
- 1.39. “Released PAGA Claims” means the claims released as described in Paragraph 5.3.
- 1.40. “Released Parties” means Defendant and its officers, directors, employees, agents, and insurers.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) days after the Administrator mails the Class Notice to the Class Members and shall be the last date on which Class Members may:

(a) mail or fax a Request for Exclusion from the Settlement; or (b) mail or fax his or an Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.43. “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1. On February 10, 2022, Plaintiff Sherrell Tyler submitted to the LWDA, and sent via certified mail to Defendant, a notice of Labor Code violations pursuant to Labor Code section 2699.3(a). On February 14, 2022, Plaintiff Sherrell Tyler commenced the Action by filing a Class Action Complaint against Defendant, which alleged seven individual and class causes of action for violation of the California Labor Code (“Labor Code”) and one cause of action for violation of the Business and Professions Code.

2.2. On April 21, 2022, Plaintiff Sherrell Tyler filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth representative cause of action for Civil Penalties under PAGA.

2.3. On April 6, 2023, Plaintiffs submitted to the LWDA, and sent via certified mail to Defendant, an amended notice of Labor Code violations pursuant to Labor Code section 2699.3(a). The amended notice identified Plaintiff Monifa Cox as a second PAGA representative.

2.4. On June 13, 2023, the Parties filed a Joint Stipulation for Leave to File Second Amended Complaint, and the Court granted an Order thereon for the purpose of naming a second class and PAGA representative, Monifa Cox. The Second Amended Class and Representative Action Complaint is the operative complaint in the Action.

2.5. On November 6, 2023, the Parties participated in an all-day mediation presided over by the Honorable Carl West, Ret., which led to the instant Settlement. Prior to mediation, Plaintiffs obtained, through informal discovery, in addition to other data and documents, a sample of the time and corresponding payroll records of the Class and the employee

handbook in effect during the Class Period.

2.6. The Parties stipulate to class certification for the purpose of the instant Settlement as to the Participating Class Members and Released Class Claims.

2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 7 below, Defendant shall pay \$290,000.00 as the Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The employer payroll taxes shall be paid separately from the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The entire Gross Settlement Amount shall be disbursed to the Participating Class Members and Aggrieved Employees. There is no requirement to submit a claim as a condition to receive a payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$5,000.00 each, or \$10,000.00 total, in addition to the Individual Class Payments and Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members and Aggrieved Employees. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for the Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than

1 the amounts requested, allocate the remainder to the Net Settlement Amount. The
2 Administrator will pay the Class Representative Service Payments without
3 withholdings and shall be reported using IRS Form 1099. Plaintiffs assume full
4 responsibility and liability for employee taxes owed on the Class Representative
5 Service Payments.

6 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third of
7 the Gross Settlement Amount, or \$96,666.67, and a Class Counsel Expenses
8 Payment of not more than \$16,000.00. Defendant will not oppose Plaintiffs'
9 request for a Class Counsel Fees Payment or Class Counsel Expenses Payment
10 that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a
11 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment
12 no later than sixteen (16) court days prior to the Final Approval Hearing. If the
13 Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
14 Expenses Payment less than the amounts requested, the Administrator will
15 allocate the remainder to the Net Settlement Amount. Released Parties shall have
16 no liability to Class Counsel or any other Plaintiff's Counsel arising from any
17 claim to any portion of any Class Counsel Fee Payment and/or Class Counsel
18 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
19 Payment and Class Counsel Expenses Payment using one or more IRS 1099
20 Forms. Class Counsel assumes full responsibility and liability for taxes owed on
21 the Class Counsel Fees Payment and Class Counsel Litigation Expenses
22 Payment. Class Counsel holds Defendant harmless, and indemnifies Defendant,
23 from any dispute or controversy regarding any division or sharing of any of these
24 Payments.

25 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
26 \$7,500.00 except for a showing of good cause and as approved by the Court. To
27 the extent the Administration Expense Payment is less or the Court approves
28 payment less than \$7,500.00, the Administrator will retain the remainder in the

Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated 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 each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for wages (the "Wage Portion"). Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The amounts attributable to Non-Participating Class Members shall be included in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying

the result by each Aggrieved Employee's PAGA Pay Periods. One hundred percent (100%) of Individual PAGA Payments will be allocated to settlement of claims for penalties and interest. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. No later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet or an equivalent source acceptable to the Administrator. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the instant Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. No later than fifteen (15) business days after the date of the Final Approval Hearing at which the Court grants final approval of the Settlement, Defendant shall fund half of the Gross Settlement Amount and half of the amount necessary to fully pay Defendant's share of payroll taxes by transmitting the

funds to the Administrator (the “First Installment”). Half of the Gross Settlement Amount equals \$145,000.00. No later than six (6) months after the date Defendant funds the First Installment, Defendant shall fund the second half of the Gross Settlement Amount and the second half of the amount necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator (“Second Installment”).

4.3. Payments from the Gross Settlement Amount. No later than fifteen (15) days after Defendant funds the Second Installment, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payments shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom a Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipient’s mailing addresses using the National Change of Address Database.

1 4.3.2. The Administrator must conduct a Class Member Address Search for all other
2 Class Members whose checks are returned undelivered without USPS forwarding
3 address. Within seven (7) days of receiving a returned check, the Administrator
4 must re-mail checks to the USPS forwarding address provided or to an address
5 ascertained through the Class Member Address Search. The Administrator need
6 not take further steps to deliver checks to Class Members whose re-mailed
7 checks are returned as undelivered. The Administrator shall promptly send a
8 replacement check to any Class Member whose original check was lost or
9 misplaced and who requests the replacement prior to the void date.

10 4.3.3. For any Class Member whose Individual Class Payment check or Individual
11 PAGA Payment check is uncashed and cancelled after the void date, or for any
12 Class Member whose envelope is returned and no forwarding address can be
13 located for the Class Member after reasonable efforts have been made, including,
14 but not limited to, skip tracing, the Administrator shall transmit the funds
15 represented by such checks to the California Controller's Unclaimed Property
16 Fund in the name of the Class Member thereby leaving no "unpaid residue"
17 subject to the requirements of California Code of Civil Procedure section 384(b).

18 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall
19 not obligate Defendant to confer any additional benefits or make any additional
20 payments to Class Members, such as 401(k) contributions or bonuses, beyond
21 those specified in this Agreement.

22 **5. RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross
23 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
24 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, and Class Counsel will
25 release claims against all Released Parties as follows:

26 5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns
28 generally, release and discharge Released Parties from all claims, transactions, or

1 occurrences that occurred during the Class Period, including, but not limited to: (a) all
2 claims that were alleged, or reasonably could have been alleged, based on the facts
3 contained in the Operative Complaint, and (b) all PAGA claims that were alleged, or
4 reasonably could have been alleged, based on the facts contained in the Operative
5 Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action and released under
6 6.2, below ("Plaintiffs' Release.")

7 5.1.1. Plaintiffs' Release does not extend to any claims or actions to enforce this
8 Agreement, or to any claims for vested benefits, unemployment benefits,
9 disability benefits, social security benefits, workers' compensation benefits that
10 arose at any time, or based on occurrences outside the Class Period. Plaintiffs
11 acknowledge that Plaintiffs may discover facts or law different from, or in
12 addition to, the facts or law that Plaintiffs now know or believe to be true but
13 agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all
14 respects, notwithstanding such different or additional facts or Plaintiffs'
15 discovery of them.

16 5.1.2. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of
17 Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions,
18 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
19 reads:

20 **A general release does not extend to claims that the creditor or**
21 **releasing party does not know or suspect to exist in his or her**
22 **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.

23 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
24 themselves and their respective former and present representatives, agents, attorneys,
25 heirs, administrators, successors, and assigns, fully release and discharge the Released
26 Parties of the claims stated in the operative Complaint and those based solely upon the
27 facts in the operative Complaint, including, California Labor Code sections 200, 201,
28 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3,

246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, *et seq.*, Business and Professions Code sections 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, and claims for statutory penalties, based on the facts or claims alleged in the operative Complaint at any time during the Class Period (collectively “Released Class Claims”).

5.3. Release by Aggrieved Employees: All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge the Released Parties of the PAGA claims that Plaintiffs alleged against the Released Parties in their individual capacities and on behalf of the State of California, based on the facts stated in the operative Complaint and in Plaintiffs’ PAGA Notice, including (i) all PAGA claims seeking civil penalties premised upon California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 *et seq.*, and California Industrial Commission Wage Orders, and (ii) all other claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code sections 2698 *et seq.*, based on the facts or claims alleged in the operative Complaint at any time during the PAGA Period (collectively “Released PAGA Claims”).

5.3.1. The Released PAGA Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Released PAGA Claims.

1 **6. SETTLEMENT ADMINISTRATION.**

2 6.1. Selection of Administrator. The Parties have jointly selected APEX Class Action
3 Administration to serve as the Administrator and verified that, as a condition of
4 appointment, APEX Class Action Administration agrees to be bound by this Agreement
5 and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the
6 Administration Expenses Payment. The Parties and their Counsel represent that they
7 have no interest or relationship, financial or otherwise, with the Administrator other than
8 a professional relationship arising out of prior experiences administering settlements.

9 6.2. Employer Identification Number. The Administrator shall have and use its own
10 Employer Identification Number for purposes of calculating payroll tax withholdings and
11 providing reports state and federal tax authorities.

12 6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
13 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
14 Regulation § 468B-1.

15 6.4. Notice to Class Members. No later than three (3) business days after receipt of the Class
16 Data, the Administrator shall notify Class Counsel that the list has been received and
17 state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay
18 Periods in the Class Data.

19 6.4.1. No later than sixteen (16) days after receiving the Class Data, the Administrator
20 will send to all Class Members identified in the Class Data, via first-class United
21 States Postal Service (“USPS”) mail, the Class Notice in English, substantially in
22 the form attached to this Agreement as **Exhibit A**. The first page of the Class
23 Notice shall prominently estimate the dollar amounts of any Individual Class
24 Payment and/or Individual PAGA Payments payable to the Class Member and/or
25 Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods
26 used to calculate these amounts. Before mailing Class Notices, the Administrator
27 shall update Class Member addresses using the National Change of Address
28 database.

1 6.4.2. Not later than three (3) business days after its receipt of any Class Notice
2 returned by the USPS as undelivered, the Administrator shall re-mail the Class
3 Notice using any forwarding address provided by USPS. If USPS does not
4 provide a forwarding address, the Administrator shall conduct a Class Member
5 Address Search and re-mail the Class Notice to the most current address
6 obtained. The Administrator has no obligation to make further attempts to locate
7 or send Class Notice to Class Members whose Class Notice is returned by USPS
8 a second time.

9 6.4.3. The deadlines for Class Members' written objections, Challenges to Workweeks
10 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an
11 additional fourteen (14) days beyond the sixty (60) days otherwise provided in
12 the Class Notice for all Class Members whose notice is re-mailed. The
13 Administrator will inform the Class Member of the extended deadline with the
14 re-mailed Class Notice.

15 6.4.4. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted
16 by or otherwise discovers any persons who believe they should have been
17 included in the Class Data and should have received Class Notice, the Parties will
18 expeditiously meet and confer in person or by telephone, and in good faith, in an
19 effort to agree on whether to include them as Class Members. If the Parties agree,
20 such persons will be Class Members entitled to the same rights as other Class
21 Members, and the Administrator will send, via email or overnight delivery, a
22 Class Notice requiring them to exercise options under this Agreement not later
23 than fourteen (14) days after receipt of Class Notice, or the deadline dates in the
24 Class Notice, which ever are later.

25 6.5. Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves
26 from the Class Settlement must send the Administrator by mail or fax a signed written
27 Request for Exclusion no later than sixty (60) days after the Administrator mails the
28 Class Notice (plus an additional fourteen (14) days for Class Members whose Class

1 Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
2 representative that reasonably communicates the Class Member's election to be excluded
3 from the Settlement and includes the Class Member's name, address, and email address
4 or telephone number. To be valid, a Request for Exclusion must be timely postmarked or
5 faxed by the Response Deadline.

6 6.5.1. The Administrator may not reject a Request for Exclusion as invalid because it
7 fails to contain all the information specified in the Class Notice. The
8 Administrator shall accept any Request for Exclusion as valid if the
9 Administrator can reasonably ascertain the identity of the person as a Class
10 Member and the Class Member's desire to be excluded. The Administrator's
11 determination shall be final and not appealable or otherwise susceptible to
12 challenge. If the Administrator has reason to question the authenticity of a
13 Request for Exclusion, the Administrator may demand additional proof of the
14 Class Member's identity. The Administrator's determination of authenticity shall
15 be final and not appealable or otherwise susceptible to challenge.

16 6.5.2. Every Class Member who does not submit a timely and valid Request for
17 Exclusion is deemed to be a Participating Class Member under this Agreement,
18 entitled to all benefits and bound by all terms and conditions of the Settlement,
19 including the Participating Class Members' Releases under Paragraphs 5.2 and
20 5.3 of this Agreement, regardless of whether the Participating Class Member
21 actually receives the Class Notice or objects to the Settlement.

22 6.5.3. Every Class Member who submits a valid and timely Request for Exclusion is a
23 Non-Participating Class Member and shall not receive an Individual Class
24 Payment or have the right to object to the class action components of the
25 Settlement. Because future PAGA claims are subject to claim preclusion upon
26 entry of the Judgment, Non-Participating Class Members who are Aggrieved
27 Employees are deemed to release the claims identified in Paragraph 5.3 of this
28 Agreement and are eligible for an Individual PAGA Payment.

1 6.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
2 after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
3 Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks
4 and PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in
5 the Class Notice.

6 6.6.1. The Class Member and/or Aggrieved Employee may challenge the allocation by
7 communicating with the Administrator via mail or fax. The Administrator must
8 encourage the challenging Class Member to submit supporting documentation. In
9 the absence of any contrary documentation, the Administrator is entitled to
10 presume that the Workweeks contained in the Class Notice are correct so long as
11 they are consistent with the Class Data. The Administrator's determination of
12 each Class Member's allocation of Workweeks and/or Pay Periods shall be final
13 and not appealable or otherwise susceptible to challenge. The Administrator shall
14 promptly provide copies of all challenges to calculation of Workweeks and/or
15 Pay Periods to Defense Counsel and Class Counsel and the Administrator's
16 determination the challenges.

17 6.7. Objections to Settlement. Only Participating Class Members may object to the class
18 action components of the Settlement and/or this Agreement, including contesting the
19 fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment,
20 Class Counsel Litigation Expenses Payment and/or Class Representative Service
21 Payments.

22 6.7.1. Participating Class Members may send written objections to the Administrator,
23 by mail or fax. In the alternative, Participating Class Members may appear in
24 Court (or hire an attorney to appear in Court) to present verbal objections at the
25 Final Approval Hearing. A Participating Class Member who elects to send a
26 written objection to the Administrator must do so not later than sixty (60) days
27 after the Administrator's mailing of the Class Notice (plus an additional fourteen
28 (14) days for Class Members whose Class Notice was re-mailed).

6.7.2. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

6.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

6.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

6.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and

Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

6.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

6.8.5. Administrator’s Declaration. No later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

6.8.6. Final Report by Settlement Administrator. No later than ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel a signed declaration suitable for filing in Court attesting to its

disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7. ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 158 Class Members and 10,733 total Workweeks from February 14, 2018 to November 6, 2023. If the actual number of total Workweeks from February 14, 2018, to November 6, 2023 exceeds 10,733 by more than ten percent (10%), i.e., exceeds 11,807, Defendant, at its sole discretion, will either: (1) pay the pro rata percentage increase in excess of ten percent (10%) to the Gross Settlement Amount to include the additional workweeks, e.g., an eleven percent (11%) increase in Workweeks would result in a one percent (1%) increase in the Gross Settlement Amount; or (2) shorten the Class Period to the date that 11,807 workweeks are met, but not exceeded.

8. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement within fourteen (14) days after expiration of the Response Deadline. If Defendant elects to withdraw from the Settlement, Defendant must notify Class Counsel and the Court of its decision no later than fourteen (14) days after expiration of the Response Deadline, and Defendant will be responsible for paying all Settlement Administration Expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(l) and a Proposed Final Approval Order and Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 1 9.1. Response to Objections. Each Party retains the right to respond to any Objection raised
2 by a Participating Class Member, including the right to file responsive documents in
3 Court no later than five (5) court days prior to the Final Approval Hearing, or as
4 otherwise ordered or accepted by the Court.
- 5 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
6 Approval on any material change to the Settlement, including, but not limited to, the
7 scope of release to be granted by Class Members, the Parties will expeditiously work
8 together in good faith to address the Court's concerns by revising the Agreement as
9 necessary to obtain Final Approval. The Court's decision to award less than the amounts
10 requested for the Class Representative Service Payments, Class Counsel Fees Payment,
11 Class Counsel Expenses Payment, and/or Administration Expenses Payment shall not
12 constitute a material modification to the Agreement within the meaning of this
13 paragraph.
- 14 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
15 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement,
16 pursuant to California Code of Civil Procedure Section 664.6 and California Rules of
17 Court Rule 3.769(h), and solely for purposes of (i) enforcing the Agreement and/or
18 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such
19 post-Judgment matters as are permitted by law.
- 20 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
21 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
22 Class Counsel Expenses Payment reflected set forth in the instant Settlement, the Parties,
23 their respective counsel, and all Participating Class Members waive all rights to appeal
24 from the Judgment, including all rights to post-judgment and appellate proceedings, the
25 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and
26 appeals. The waiver of appeal does not include any waiver of the right to oppose such
27 motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to
28 perform under this Agreement will be suspended until such time as the appeal is finally

resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification

on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to directly or indirectly initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel 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.
- 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties

or their representatives, and approved by the Court.

11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on

a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

MOON LAW GROUP, P.C.
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128

To Defendant:

JACKSON LEWIS P.C.
Nathan W. Austin
Evan M. McBride
400 Capitol Mall, Suite 1600
Sacramento, California 95814
Telephone: (916) 341-0404

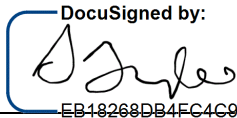
11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Signatures on following page.

Plaintiffs & Class Representatives:

Dated: 3/6/2024

DocuSigned by:

By: _____
Plaintiff, Sherrell Tyler

Dated:

By: _____
Plaintiff, Monifa Cox

Plaintiffs' Counsel:

Dated: 03/06/2024

MOON LAW GROUP, P.C.


By: _____
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
*Attorneys for Plaintiffs, Sherrell Tyler and
Monifa Cox*

Defendant:

Dated: 4/03/2024

On behalf of Defendant, Griffin Technology Academies

By: _____
W. Nick Driver
Print Name



Signature

Superintendent, Griffin Technology Academies
Title

Defendant's Counsel:

Dated:

JACKSON LEWIS, P.C.

By: _____
Nathan W. Austin
Evan M. McBride
*Attorneys for Defendant, Griffin Technology
Academies*
4876-5721-9491, v. 2

Plaintiffs & Class Representatives:

Dated:

By: _____

Plaintiff, Sherrell Tyler

Dated: 3/19/2024

By: _____

Plaintiff, Monifa Cox

DocuSigned by:



31ED4381B90442A...

Plaintiffs' Counsel:

Dated:

MOON LAW GROUP, P.C.

By: _____

Kane Moon

Allen Feghali

Jacquelyne VanEmmerik

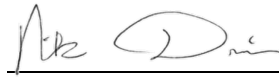
*Attorneys for Plaintiffs, Sherrell Tyler and**Monifa Cox***Defendant:**

Dated: 04/03/2024

On behalf of Defendant, Griffin Technology Academies

By: W. Nick Driver

Print Name



Signature

Superintendent, Griffin Technology Academies

Title

Defendant's Counsel:

Dated: May 3, 2024

JACKSON LEWIS, P.C.

By: _____

Nathan W. Austin

Evan M. McBride

Attorneys for Defendant, Griffin Technology
Academies

4876-5721-9491, v. 2

EXHIBIT A

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Sherrell Tyler, et al. v. Griffin Technology Academies,
Superior Court of the State of California, County of Solano, Case Number FCS057816

PLEASE READ THIS NOTICE

The above class and representative action (“Action”) was filed by Plaintiffs Sherrell Tyler and Monifa Cox (“Plaintiffs”) against Defendant Griffin Technology Academies (“Defendant”). In the Action, Plaintiffs allege Defendant failed to properly compensate Class Members for all hours worked, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to reimburse Class Members for necessary business expenses, failed to provide Class Members with accurate itemized wage statements, failed to timely pay Class Members all wages owed during employment and/or upon termination, failed to maintain accurate payroll records, violated California Business and Professions Code sections 17200, *et. seq.*, and/or owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees under the Private Attorneys General Act, California Labor Code sections 2698, *et. seq.* (“PAGA”). Defendant denies these allegations and contends it complied with all applicable law.

A Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) has been reached in the Action and preliminarily approved by the Court. You have been identified by Defendant’s records as a Class Member. Therefore, you are subject to the terms of the Settlement. Please read this notice carefully, as it may affect your legal rights.

“Class” or “Class Member(s)” all non-exempt and/or hourly employees of Defendant who worked in California from February 14, 2018, through [the date the Court preliminarily approves the Settlement or April 8, 2024, whichever is earlier] (“Class Period”). “Aggrieved Employee(s)” means all non-exempt and/or hourly employees of Defendant who worked in California from February 10, 2021, through [the date the Court preliminarily approves the Settlement or April 8, 2024, whichever is earlier] (“PAGA Period”).

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and, <i>if eligible</i> , Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you should follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4 below). However, if this Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the Settlement but remain in the Class, <u>then you should follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement, if approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member and/or Aggrieved Employee, as defined above. This Notice provides you with information about (1) the monetary terms of the Settlement, (2) your estimated Individual Class Payment, provided you are a "Participating Class Member" (*i.e.*, a Class Member who does not request to be excluded from the Settlement), (3) your estimated Individual PAGA Payment, provided you are an "Aggrieved Employee," (4) the terms of the Settlement, including the claims that are being released, (5) how to participate in, exclude yourself from, or object to the Settlement, and (6) where to find additional information regarding the case and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff Sherrell Tyler filed a Class Action Complaint against Defendant on February 14, 2022, which commenced the lawsuit entitled *Sherrell Tyler, et al. v. Griffin Technology Academies*, Superior Court of the State of California, County of Solano, Case Number FCS057816. Plaintiff Sherrell Tyler then filed a First Amended Class and Representative Action Complaint against Defendant on April 21, 2022, which alleged an additional claim against Defendant under PAGA. Plaintiffs filed a Second Amended Class and Representative Action Complaint ("Operative Complaint") on June 13, 2023, which named Plaintiff Monifa Cox as an additional class representative.

The Operative Complaint alleges that Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to indemnify Class Members for necessary business expenses; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unfair competition in violation of Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendant denies any liability or wrongdoing of any kind. Defendant contends, among other things, that it complied at all times with the California Labor Code, all Industrial Welfare Commission Wage Orders, and the Business and Professions Code, that employees were correctly and timely paid all wages, that meal periods and rest breaks were provided as required by applicable law, and that employees were reimbursed for all necessary business expenses incurred.

The Court has not ruled on the merits of the claims alleged in the Operative Complaint. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$290,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$7,500.00 for reimbursement of the Administrator's reasonable fees and expenses;
- Class Representative Service Payments not to exceed \$5,000.00 each to the Class Representatives for their services in furtherance of the Action;
- PAGA Penalties in the amount of \$20,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$16,000.00 to Class Counsel for reimbursement of the reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed \$96,666.67 to Class Counsel for reimbursement of the reasonable fees incurred to prosecute the Action.

The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members on a *pro rata* basis, based on their number of Workweeks. Each such payment is an "Individual Class Payment" and will be calculated as follows:

1. The Administrator will determine the number of Workweeks worked by each Participating Class Member during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [REDACTED] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED].

Individual PAGA Payment: A total of \$20,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 75% (i.e., \$15,000.00) will be paid to California's LWDA ("LWDA PAGA Payment"), and 25% (i.e., \$5,000.00) ("Individual PAGA Payment") will be paid on a *pro rata* basis to Aggrieved Employees. Each such payment is an "Individual PAGA Payment" and will be calculated as follows:

1. The Administrator will determine the number of pay periods worked by each Aggrieved Employee during the PAGA Period ("PAGA Pay Periods");
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED].

If you dispute the above information, you may submit a written dispute to the number of Workweeks and/or PAGA Pay Periods allocated to you ("Dispute") to the Administrator. Your Dispute must (1) contain your name, address, and telephone number and the case name and number of the action (i.e., *Sherrell Tyler, et al. v. Griffin Technology Academies*, Superior Court of the State of California, County of Solano, Case Number FCS057816; (2) be signed by you; (3) be postmarked or fax stamped on or before [Response Deadline] and returned to the Administrator at the address or fax number listed below; (4) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (5) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods.

[Administrator]
[contact info including physical address and fax number]

Twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest and any other non-wage related payments. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid and negotiable for one hundred and eighty (180) days. After that, checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

If and when the Court grants final approval of the Settlement, as of the Effective Date (as defined in the Agreement), all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members) do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims against any and all Released Parties.

"Released Parties" means Defendant and its officers, directors, employees, and agents.

"Released Class Claims" means all claims stated in the operative Complaint and those based solely upon the facts in the operative Complaint, including, California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, *et seq.*, Business and Professions Code sections 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, and claims for statutory penalties based on the facts or claims alleged in the operative Complaint at any time during the Class Period.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

If and when the Court grants final approval of the Settlement, as of the Effective Date (as defined in the Agreement), and after payment of all funds due under the terms of the Settlement, all Aggrieved Employees 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 PAGA Claims. Released Parties is defined in Section 4 of this Notice, above.

“Released PAGA Claims” means all PAGA claims that Plaintiffs alleged against the Released Parties in their individual capacities and on behalf of the State of California, based on the facts stated in the operative Complaint and in Plaintiffs’ PAGA Notice, including (i) all PAGA claims seeking civil penalties premised upon California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 *et seq.*, and California Industrial Commission Wage Orders, and (ii) all other claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code sections 2698 *et seq.*, based on the facts or claims alleged in the operative Complaint at any time during the PAGA Period.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regards to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. To exclude yourself from the release of Released Class Claims, you should submit a written request for exclusion to the Settlement Administrator (“Opt Out Request”) at the address or fax number listed in Section 3 of this Notice, above.

A valid and complete Opt Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the Action (i.e., *Sherrell Tyler, et al. v. Griffin Technology Academies*, Superior Court of the State of California, County of Solano, Case Number FCS057816); (2) be signed by the Class Member; (3) be postmarked or faxed on or before [Response Deadline] and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) contain a statement substantially similar to:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN *SHERRELL TYLER, ET AL. V. GRIFFIN TECHNOLOGY ACADEMIES*. I UNDERSTAND THAT THE PAGA CLAIMS WILL STILL BE RELEASED AND SETTLED.”

It is your responsibility to ensure that the Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval. Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims regardless of whether they submit an Opt Out Request.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Participating Class Member may object to the Settlement or to any settlement term. If you wish to object, you may submit your objection in writing to the Administrator (“Objection”) at the specified address or fax number listed in Section 3 of this Notice, above. A valid and timely Objection should (1) contain the name, address, and telephone number of the Participating Class Member objecting and the case name and number of the Action (i.e., *Sherrell Tyler, et al. v. Griffin Technology Academies*, Superior Court of the State of California, County of Solano, Case Number FCS057816); (2) be signed by the Participating Class Member; (3) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) give the legal and factual basis for their objection.

Filing an objection will ***not*** exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an Individual Class Payment and you will be barred from pursuing the Released Class Claims. **Do not file both an Objection and Opt Out Request. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in the Superior Court of the State of California, County of Solano, Department 4, located at 600 Union Avenue, Fairfield, California 94533.

9. WHO ARE THE ATTORNEYS?

<u>Attorneys for Plaintiffs and the Class are:</u>	<u>Attorneys for Defendant, Griffin Technology Academies</u>
Kane Moon Allen Feghali Jacquelyne VanEmmerik MOON LAW GROUP, P.C. 1055 West Seventh Street, Suite 1880 Los Angeles, California 90017 Telephone: (213) 232-3128	Nathan W. Austin Evan M. McBride JACKSON LEWIS P.C. 400 Capitol Mall, Suite 1600 Sacramento, California 95814 Telephone: (916) 341-0404

The Court has decided that the Attorneys for Plaintiffs and the Class are qualified to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the settlement agreement available at www._____.com, by contacting Class Counsel at the address or telephone number provided in Section 9, above, or by visiting the office of the Clerk of the Superior Court of the State of California, County of Solano, Department 4, located at 600 Union Avenue, Fairfield, California 94533, or the Court's website <https://solano.courts.ca.gov/>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.