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15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF RIVERSIDE

18
19 **PAUL FOSTER and ROY BLANCO,**
individually and on behalf of all others similarly
20 situated,

21 Plaintiffs,

22 v.

23 **EMBRY-RIDDLE AERONAUTICAL**
UNIVERSITY, INC., a Florida Non-Profit
24 Corporation,

25 Defendant.
26
27
28

CASE NO. CVRI2202995

**AMENDED CLASS ACTION SETTLEMENT
AGREEMENT**

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This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into between, on the one hand, Plaintiffs Paul Foster and Roy Blanco (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class (as defined below), by and through HammondLaw, P.C. and The Jhaveri-Weeks Firm, P.C. (“Class Counsel”), and, on the other hand, Defendant Embry-Riddle Aeronautical University, Inc. (“Defendant” or “E-R”) subject to the approval of the Court, as provided below. This Settlement Agreement is intended by Plaintiffs 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 terms and conditions hereof, as follows:

1. Definitions.

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

1.1 “Action” refers to the civil action entitled: *Foster v. Embry-Riddle Aeronautical University*, Case No. CVRI2202995, in the Superior Court of California, Riverside County.

1.2 “Class” or “Class Member(s)” refer to all persons who were employed by Defendant in California as part-time adjunct instructors during the Class Period.

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

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

1.5 “Class Period” means the period from January 21, 2018 through ~~the earlier of~~ July 17, 2023 ~~or the date that preliminary approval of the settlement is granted.~~

1.6 “Complaint” refers to the operative Second Amended Complaint in this Action.

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

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

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

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

1.11 “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum settlement payment of Two Hundred and Seventy-Five Thousand Dollars (\$275,000.00). The GSA includes Class Counsel’s attorneys’ fees, Class Counsel’s litigation costs, Service Awards, Settlement Administration Costs, the PAGA Penalties payment to the LWDA, and the Net Settlement Amount from which payments to the Settlement Class will be made. This settlement is non-reversionary and none of the GSA shall revert to Defendant. The GSA does not include employer-side payroll taxes on the amounts paid to settlement class members as wages, which Defendant shall be responsible for paying separately to the Settlement Administrator. The GSA may increase if the Class is larger than anticipated in accordance with the terms of the Escalator Clause below.

1.12 “Net Settlement Amount” (also referred to herein as “NSA”) is the GSA minus Court-approved attorneys’ fees and litigation costs, Settlement Administration Costs, Service Awards, and the LWDA’s share of the amount of the GSA allocated to PAGA Penalties. The NSA is the maximum amount that will be available for distribution to Settlement Class Members.

1.13 “PAGA Penalties” refers to the Ten Thousand Dollars (\$10,000.00) allocated to Plaintiff’s PAGA claims which shall be paid as follows: 75% of the PAGA Penalties shall be paid to the LWDA as its share of the of civil penalties for PAGA claims; and 25% shall be added to the NSA and distributed to the Settlement Class Members who worked during the PAGA Period as their share of the settlement of civil penalties for PAGA claims.

1.14 “PAGA Period” means the period from July 21, 2021 through ~~the earlier of~~ July 17, 2023 ~~or the date that preliminary approval of the settlement is granted.~~

1.15 “Parties” are Plaintiffs and Defendant.

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

1.17 “Released Parties” include Defendant and all of its officers, directors, trustees, employees, and agents.

1.18 “Request for Exclusion” refers to a request to be excluded from the Settlement, which must be made in writing in conformity with the requirements set forth in the Class Notice, as well as the Court’s order granting preliminary approval, and mailed to the Administrator and postmarked on or before the Response Deadline. Exclusion may be requested from the settlement of Class claims but not the settlement of PAGA claims.

1.19 “Response Deadline” is sixty (60) calendar days after the date that the Class Notice is mailed to Class Members, and is the deadline by which Class Members’ Requests for Exclusion, disputes regarding Settlement Payments, and/or written objections must be postmarked in order to be timely (however, Class Members may elect to object orally at the Final Approval Hearing, which would also be timely). In the event more than 10% of the Class Members opt out of the settlement, Defendant shall have the right to void the settlement. Neither party nor their counsel shall encourage any Class Member to opt out of the settlement.

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

1.21 “Settlement Administrator” refers to ILYM Group, Inc., the third-party settlement 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.

1.22 “Settlement Administration Costs” refers to the cost of paying the Settlement Administrator. This cost will be paid out of the GSA, in an amount estimated to be not more than Six Thousand Dollars (\$6,000).

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

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

2. Procedural History and Recitals.

On July 20, 2022, Plaintiff Foster filed this lawsuit in Riverside County Superior Court for Defendant’s (1) failure to issue accurate itemized wage statements in violation of California Labor Code §§ 226(a), (e), 226.2(a); (2) failure to reimburse business expenses in violation of California Labor Code § 2802; (3) failure to pay wages separately from the piece and hourly for nonproductive time and/or Failure to pay wages for all hours worked in violation of California Labor Code §§ 226.2, 1194, 1194.2 and IWC Wage Order No. 4-2001, § 4); (4) failure to pay separately from the piece and hourly for rest breaks and/or failure to authorize and permit paid rest breaks, and failure to pay premium pay in violation of California Labor Code §§ 226.2, 226.7, 1194 and IWC Wage Order No. 4-2001, §§ 4, 12; and (5) unfair, unlawful, or fraudulent business practices in violation of California Business & Professions Code § 17200, *et seq.* (“UCL”).

Plaintiffs filed a First Amended Complaint on September 22, 2022 adding a claim for PAGA penalties based on the labor code violations alleged in the Complaint and a claim for waiting time penalties under California Labor Code § 203, and adding an additional Class Representative, Plaintiff Blanco.

~~Plaintiffs filed a Second Amended Complaint on June 5, 2023 Within ten (10) business days after the Parties and counsel have signed this Agreement, Plaintiffs will take all steps necessary to file a Second Amended Complaint, adding a claim for violation of the California WARN Act. Defendant will stipulate to the filing of the Second Amended Complaint.~~

1 2.1 On March 30, 2023, the Parties participated in a mediation session with Mr. Louis
2 Marlin, an experienced mediator. Following the mediation, Mr. Marlin issued a mediator's proposal
3 containing the basic terms of a settlement which are memorialized in this formal settlement agreement,
4 subject to approval by the Court. On April 18, 2023, Mr. Marlin informed the Parties that both sides
5 had accepted the mediator's proposal. The Parties jointly represent that this is a fair, reasonable, and
6 adequate settlement and have arrived at this Settlement through arms-length negotiations, considering
7 all relevant factors, present and potential.

8 2.2 This Agreement is entered into solely for the purpose of compromising highly disputed
9 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of
10 liability or wrongdoing. Additionally, Defendant reserves the right to contest any issues relating to
11 class certification and liability if the Settlement is not approved. Defendant denies that it has engaged
12 in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone
13 under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the
14 Action. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and
15 finally settle Released Claims.

16 NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of
17 the release of all Released Claims, Plaintiffs, on behalf of themselves and the Class, Class Counsel,
18 and Defendant agree to the terms and provisions of this Settlement Agreement, subject to the approval
19 of the Court.

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

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

27 **4. Establishment of the GSA.**

28 Within 20 business days after the Effective Date, Defendant shall transmit the GSA to the
Settlement Administrator, in addition to an amount equal to employer-side payroll taxes due on the

1 wage component of the NSA. This Settlement is non-reversionary and under no circumstances will
2 any part of the GSA revert to Defendant.

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

4 5.1.1 The NSA shall be allocated among the Settlement Class Members on a proportional
5 basis based on the number of pay periods worked as a Class Member during the Class Period. The
6 25% of the PAGA Penalties allocated to the Class shall become part of the NSA, to be paid on a
7 proportional basis based on the number of pay periods worked as a Class Member during the PAGA
8 Period.

9 5.1.2 PAGA Penalty payments to Class Members will be treated as non-wage income and
10 reported on an IRS Form 1099. 20% of each Settlement Payment (excluding PAGA Penalties) will be
11 allocated as wages and reported on an IRS Form W-2; and 80% of each Settlement Payment
12 (excluding PAGA Penalties) will be allocated as non-wage income and reported on an IRS Form 1099.

13 5.1.3 If a Class Member timely and validly submits a Request for Exclusion, as set forth
14 herein, his or her share will return to the NSA and will be distributed to the remaining Settlement Class
15 Members, except that he or she will receive his or her share of PAGA Penalties.

16 5.2 Payments to Class Members pursuant to this Settlement Agreement will not be
17 construed as compensation for purposes of determining eligibility for or benefit calculations of any
18 health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment
19 compensation, including, without limitation, all plans, subject to Employee Retirement Income
20 Security Act ("ERISA"). The Parties agree these payments do not represent any modification of any
21 employee's previously-credited hours of service or other eligibility criteria under any employee
22 pension benefit plan, employee welfare benefit plan, or other program or policy.

23 **6. Attorneys' Fees and Costs.**

24 Class Counsel shall request attorneys' fees up to one-third of the GSA (*i.e.*, \$91,666.67) for
25 attorneys' fees; and up to \$20,000.00 for reimbursement of litigation costs. Defendant agrees to not
26 oppose Class Counsel's request for attorneys' fees and costs in these amounts. If the GSA increases
27 pursuant to the escalator clause, Class Counsel's attorneys' fees shall be the amount of one-third of the
28 increased GSA. The terms of this Settlement Agreement will not be abrogated and will continue in full
force even if the Court awards a lower amount of attorneys' fees or costs than requested by Class

Counsel. However, Class Counsel retains the right to appeal any such reductions, but such an appeal will not delay Defendant's obligation to make all payments set forth in this Settlement Agreement. Any unapproved amounts of attorneys' fees and litigation costs will be added to the NSA and will be distributed to the Settlement Class Members.

7. Service Awards.

Class Counsel shall request a Service Award for each of the two Class Representatives of up to Seven Thousand Five Hundred Dollars (\$7,500). Any unapproved amount will be added to the NSA and be distributed to the Settlement Class Members.

8. PAGA Penalties

Subject to Court approval, \$10,000 shall be attributed to Plaintiff's claims under PAGA. The Settlement Administrator shall apportion and distribute the \$10,000 payment as follows: (a) \$7,500 shall be paid to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims; and (b) \$2,500 shall be added to the NSA and distributed to the Class Members who worked during the PAGA Period as their 25% share of the settlement of civil penalties for PAGA claims. Class Members will receive their share of PAGA penalties even if they exclude themselves from the settlement of Class claims.

9. Costs of Settlement Administration.

The Parties will mutually agree to the selection of a settlement administrator ("Settlement Administrator"), to undertake the administration of the Settlement in this Action. The administration duties include, without limitation, the following: establishing and maintaining a qualified settlement account for the NSA, obtaining tax identification number(s) for Defendant applicable to the Settlement, calculating the Class Member Payments, performing an initial National Change of Address (NCOA) search upon receipt of the Class Member mailing addresses, mailing the Class Notices, performing one skip trace on Class Notices which are returned as undeliverable, reviewing and processing Requests for Exclusion, disputes, and objections, setting up a toll-free number, mailing the Class Members Payments and tax forms to the Settlement Class Members, and setting up a static website regarding the Settlement. The Settlement Administrator will report payment of the individual Class Member Payments to all required taxing and other authorities, take appropriate withholdings, forward payments for withholdings and issue Internal Revenue Service Forms W-2 and 1099. The

Parties estimate that the costs and expenses of administration of the settlement will not exceed \$6,000. Any amounts allocated but not paid to the Settlement Administrator will be added to the NSA and distributed to the class pro rata.

10. Notice Administration.

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

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

(b) the number of paychecks issued to each Class Member and the date of issuance of each paycheck; and

(c) information to allow the Settlement Administrator to calculate the allocations of the settlement distribution (*i.e.*, the information needed to calculate the amounts discussed in Section 5.1.1).

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

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

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

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

1 10.1.6 The Settlement Administrator shall provide Defendant's counsel and Class Counsel
2 with weekly summary reports, including the total number of Class Notices that were returned as
3 undeliverable, the total number of objections, disputes, and/or Requests for Exclusion. The Settlement
4 Administrator shall maintain records of its work, which will be available for inspection upon request
5 by Defendant's counsel or Class Counsel.

6 10.1.7 The Class Notice will be a pre-printed form, in substantially the form attached hereto as
7 Exhibit A, to be approved by the Court. In addition to other information contained on the Class
8 Notice, the Class Notice will include an explanation of the pro rata distribution formula used to
9 determine the share of the Net Settlement Amount that he or she may be entitled to receive under the
10 Settlement.

11 **11. Requests for Exclusion.**

12 11.1 Any Class Member may elect to opt out of the Settlement by submitting a written
13 Request for Exclusion to the Settlement Administrator, postmarked no later than the Response
14 Deadline. The Class Notice will include a Request for Exclusion Form; any Request for Exclusion
15 must contain the following: full name, signature, address, and last four digits of his or her social
16 security number; case name and number; and a clear statement that he or she seeks to be excluded from
17 the Settlement. The Settlement Administrator shall immediately send all Requests for Exclusion to
18 Defendant's counsel and Class Counsel. A Class Member who fails to comply with the opt-out
19 procedure set forth herein on or before the Response Deadline will not be excluded and will instead be
20 bound by all provisions of the Settlement Agreement and all orders issued pursuant thereto. Class
21 Members who exclude themselves will nonetheless receive their share of PAGA penalties.

22 11.2 Any Class Member who elects to opt out of the Class in the manner and within the time
23 limits specified above (1) will not have any rights under the Settlement Agreement; (2) will not be
24 entitled to receive any compensation under the Settlement Agreement other than his or her share of
25 PAGA penalties; (3) will not have standing to submit any objection to the Settlement Agreement; and
26 (4) will not be bound by the Settlement Agreement.

27 11.3 Except for persons who elect to opt out of the Settlement in the manner and within the
28 time limits specified above, in the Preliminary Approval Order, and in the Class Notice, all Class
Members will be deemed to be within the Class for all purposes under this Settlement Agreement, will

1 be bound by the terms and conditions of this Settlement Agreement (including the release provisions in
2 Section 16 and its subparts), including all orders issued pursuant thereto, and will be deemed to have
3 waived all unstated objections and opposition to the fairness, reasonableness, and adequacy of this
4 Settlement Agreement and any of its terms.

5 **12. Objections.**

6 Any Class Member who does not request exclusion from the Settlement may object to the
7 Settlement by (a) sending the Settlement Administrator, not later than the Response Deadline, a written
8 statement objecting to the Settlement or (b) by appearing at the Final Approval Hearing in person or
9 through counsel and objecting orally.

10 The Notice will include an objection form. The written objection must contain: full name,
11 address, last four digits of his or her social security number, the case name and number, and a clear
12 statement of the basis for his or her objection. The Settlement Administrator shall immediately send all
13 objections to counsel for Defendant and Class Counsel.

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

18 **13. Resolution of Disputes.**

19 If any Class Member timely disputes the calculation of the settlement allocation listed on his or
20 her Class Notice, the dispute will be submitted to the Settlement Administrator, who will examine the
21 records and either verify the calculation or provide a corrected calculation. Disputes must be in
22 writing and submitted to the Settlement Administrator, postmarked on or before the Response
23 Deadline. The dispute must contain: Class Member's full name, address, signature, and last four digits
24 of his or her Social Security number; and any facts supporting the Class Member's dispute, along with
25 any supporting materials confirming that the calculation on the notice is incorrect. The Settlement
26 Administrator's determination of disputes will be final and non-appealable.

27 **14. Payment Procedure.**

28 14.1 Payments to Class Members, Class Counsel, Class Representative, Taxing Authorities,
and LWDA: Within 10 days of receipt of the GSA, the Settlement Administrator will distribute,

1 subject to approval by the Court: (a) Settlement Payments to Class Members (including PAGA penalty
2 payment to Class Members who opt out); (b) attorneys' fees and costs to Class Counsel; (c) Settlement
3 Administration Costs to the Settlement Administrator; (d) Service Awards to the Class
4 Representatives; (e) applicable tax withholdings and employer's portion of payroll tax to the
5 appropriate taxing authorities; and (f) the LWDA's share of the PAGA Penalties.

6 14.2 Uncashed Checks: Settlement Checks that are not cashed within ninety days from the
7 date of issuance by the Settlement Administrator will be voided and the funds will be tendered to Legal
8 Aid Foundation of Los Angeles as the *cy pres* in accordance with California Code of Civil Procedure
9 § 384; however, the PAGA portion of uncashed Settlement Checks will be distributed to the LWDA.
10 The settlement and their release of Released Claims will remain binding upon all Class Members
11 whether or not they cashed their settlement checks.

12 15. Taxes.

13 15.1 Employer's Portion of Payroll Taxes: Defendant shall pay the employer's portion of
14 payroll taxes with respect to the wage portion of Class Member Payments separately and in addition to
15 the GSA.

16 15.2 Tax Treatment of Service Award: Plaintiffs will receive an IRS Form 1099 for their
17 individual Service Awards and will be responsible for payment of any taxes owing on said amount.

18 15.3 Tax Treatment of Attorneys' Fees and Cost Award: Class Counsel will receive an IRS
19 Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs and will be
20 responsible for payment of any taxes owing on said amount.

21 15.4 No Tax Advice: The Parties are not giving any tax advice in connection with the
22 settlement or any payments to be made pursuant to this settlement including, but not limited to, within
23 the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended). The Parties do not
24 assume any liability for taxes, fees, costs, or assessments resulting from any Settlement Class
25 Members' failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

26 16. Release.

27 16.1 Settlement Class Released Claims: Upon entry of the Final Approval Order and
Judgment, provided that Defendant has fully funded the Gross Settlement and
Upon the date that
28 Defendant funds the Gross Settlement, and provided that Defendant has provided ds the settlement funds

1 to the Settlement Administrator, each class member shall be deemed to have released Defendant the
2 Released Parties, from any and all “Settlement Class Members’ Released Claims.” For the purposes of
3 this Agreement, the Settlement Class Members’ Released Claims are defined as: Any and all claims,
4 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, actions
5 or causes of action which are alleged, or could have been alleged based on the facts asserted in the
6 operative complaint filed in this action, and arising during the Settlement Period, including without
7 limitation to, claims for restitution and other equitable relief, claims for unpaid wages, meal/rest period
8 penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements,
9 failure to reimburse business expenses, declaratory relief, injunctive relief, claims for penalties of any
10 nature whatsoever arising out of the Released Claims, or any other benefit claimed on account of
11 allegations and claims which are related to the allegations and claims asserted in the operative
12 complaint filed in this action and thus could have been asserted. This release shall apply to claims
13 arising at any point during the Class Period. The release shall exclude claims for vested benefits,
14 wrongful termination, unemployment insurance, disability, workers’ compensation, and claims outside
of the Settlement Period.

15 16.2 Release of PAGA claims: Upon the date that Defendant fully funds the Gross
16 Settlement, and provided that Defendant provides the settlement funds to the Settlement Administrator,
17 Plaintiff and the State of California will be deemed to have released any claim to civil penalties
18 brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 *et*
19 *seq.*) arising out of the claims described in the notice Plaintiffs sent to the LWDA~~Released Claims~~
20 ~~during the PAGA Period~~ with respect to any Class Member employed by defendant during the PAGA
21 Period, regardless of whether such Class Member excludes him- or herself from the settlement.

22 16.3 Plaintiffs’ General Release: Upon the date that Defendant funds the Gross Settlement,
23 Plaintiffs release acquit, discharge, and covenant not to sue any of the Releasees for any claim,
24 whether known or unknown, which they have ever had, or hereafter may claim to have, arising on or
25 before the date they sign this Agreement, including without limitation, any claims relating to or arising
26 out of any aspect of their relationship with Defendant, or the termination of that relationship, any
27 claims for unpaid compensation, wages, reimbursement for business expenses, penalties, or waiting
28 time penalties under the California Labor Code, the California Business and Professions Code, the

1 federal Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*, or any state, county, or city law or
2 ordinance regarding wages or compensation; any claims for employee benefits, including without
3 limitation, any claims under the Employee Retirement Income Security Act of 1974; any claims of
4 employment discrimination on any basis, including without limitation, any claims under Title VII of
5 the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights
6 Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993,
7 the California Government Code, or any other state, county or city law or ordinance regarding
8 employment discrimination. Plaintiffs acknowledge and agree that the foregoing general release is
9 given in exchange for the consideration provided to them under this Agreement by Defendant.
10 However, this release shall not apply to claims for workers' compensation benefits, unemployment
11 insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law
12 cannot be waived or released. Plaintiffs expressly waive any rights or benefits available to them under
13 the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

18 Plaintiffs understand fully the statutory language of Civil Code section 1542 and, with this
19 understanding, nevertheless elect to, and do, assume all risks for claims that have arisen, whether
20 known or unknown, which they ever had, or hereafter may claim to have, arising on or before the date
21 of their signature to this Agreement, and specifically waives all rights they may have under California
22 Civil Code section 1542.

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

24 17.1 After the Parties' execution of this Settlement Agreement, Plaintiff shall file a motion
25 for preliminary approval of the Settlement, requesting a Preliminary Approval Order that contains the
26 following provisions:

27 17.1.1 preliminarily approving the Settlement Agreement;

28 17.1.2 preliminarily approving and certifying the Class for settlement purposes only;

1 17.1.3 approving the form of the Class Notice, and finding that the proposed method of
2 disseminating the Class Notice meet the requirements of due process and is the best notice practicable
3 under the circumstances;

4 17.1.4 establishing the procedures and the deadline by which Class Members may assert
5 objections to the Settlement, seek exclusion from the Settlement, and/or dispute their Settlement
6 Shares;

7 17.1.5 establishing a deadline for the Parties to submit papers/briefing in response to any
8 objections and in support of final approval of the Settlement Agreement; and

9 17.1.6 setting a date for the Final Approval Hearing.

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

11 18.1 If the Settlement is preliminarily approved by the Court, the Parties shall thereafter
12 request that the Court enter an order granting final approval of the Settlement and judgment based
13 thereon (“Final Approval Order and Judgment”), which includes the following provisions:

14 18.1.1 confirming certification of the Class for settlement purposes only;

15 18.1.2 finding that the dissemination of the Class Notice in the form and manner ordered by
16 the Court was accomplished as directed, met the requirements of due process;

17 18.1.3 finally approving the Settlement Agreement as fair, reasonable, and adequate and
18 directing consummation of the Settlement in accordance with its terms and provisions;

19 18.1.4 directing the Parties to implement the terms of the Settlement Agreement;

20 18.1.5 releasing and discharging the Released Parties from any and all liability with respect to
21 the Released Claims;

22 18.1.6 awarding reasonable attorneys’ fees and litigation costs to Class Counsel as determined
23 by the Court;

24 18.1.7 awarding a Service Award to each Class Representative as determined by the Court;

25 18.1.8 awarding Settlement Administration Costs to the Settlement Administrator as
26 determined by the Court;

27 18.1.9 approving the allocation of PAGA Penalties to the LWDA;

28 18.1.10 entering final judgment on the operative Complaint; and

1 18.1.11 preserving continuing and exclusive jurisdiction over all matters related to the
2 administration and consummation of the terms of this Settlement and enforcement of the Judgment,
3 and directing the parties to report to the Court regarding funds to be distributed the *cy pres* recipient,
4 pursuant to California Civil Code § 384(b) or unclaimed PAGA funds to be distributed to the LWDA.

5 **19. Escalator Clause.**

6 The class consists of 58 individuals. If the total number of Class Members exceeds 58 by 10%
7 or more (*i.e.*, if there are 64 or more Class Members) then the Gross Settlement Amount shall increase
8 by the same percentage by which the number of Class Members exceeds 63 (*i.e.*, for each person in
9 excess of 63, the Gross Settlement Amount will increase by 1/58).

10 **20. No Admissions.**

11 The Parties understand and agree that this Settlement Agreement is the result of a good faith
12 compromise settlement of disputed claims, and no part of this Settlement Agreement, or the
13 negotiations leading thereto, or any document filed in support thereof, whether or not the Settlement is
14 finally approved and/or consummated, may be offered or should be construed as an admission of any
15 wrongdoing by Defendant or the Released Parties.

16 **21. Avoidance of Undue Publicity.**

17 The Parties and their counsel agree that they will not issue any press releases, communicate to
18 the press, media or to the public, through social media or otherwise, the settlement terms or amount
19 unless and until Plaintiffs have filed their motion for preliminary approval of the Settlement. Nothing
20 herein will restrict Class Counsel from including publicly available information regarding this
21 settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

22 **22. Non-Disparagement**

23 The Parties agree they will refrain from making public statements disparaging one another.
24 Released Parties agree that all inquiries about Plaintiffs shall be referred to Human Resources, who
25 will confirm the Plaintiffs' dates of employment and position held. No other information concerning
26 Plaintiff's work history will be provided by Human Resources without authorization from Plaintiff.

27 **23. Construction.**

28 This Settlement Agreement was entered into after substantial good faith, arm's-length
negotiations between the Parties. This Settlement Agreement has been entered into without any

1 coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in
2 drafting this Settlement Agreement so that it will not be deemed to have been prepared or drafted by
3 one party or another.

4 **24. Due Authority of Attorneys.**

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

10 **25. Entire Agreement.**

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

23 **26. Modification or Amendment.**

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

26 **27. Successors.**

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

1 **28. Counterparts.**

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

6 **29. Waivers.**

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

10 **30. Governing Law.**

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

14 **31. Headings.**

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

17 **32. Notices.**

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

21 32.1 To Class Representative, the Class and Class Counsel to the attention of: (1) Julian
22 Hammond, Esq., HammondLaw, P.C., 1201 Pacific Ave Suite 600, Tacoma, WA 98402, Telephone:
23 (310) 601-6766; and (2) William Jhaveri-Weeks, The Jhaveri-Weeks Firm, P.C., 351 California Street,
Suite 700, San Francisco, CA 94104, Telephone: (415) 463-8097.

24 32.2 To Defendant, Embry-Riddle Aeronautical University, Inc., to the attention of: Aaron
25 Buckley, Quarles & Brady LLP, 101 West Broadway, Ninth Floor, San Diego, California 92101-8285,
26 Telephone: (619) 237-5200.

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

1 #

2 #

3 #

4 Plaintiff and Class Representative

5
6 Dated:

By: _____
Dr. Paul Foster

8 Plaintiff and Class Representative

9
10 Dated:

By: _____
Roy Blanco

12
13 Embry-Riddle Aeronautical University, Inc.

14
15 Dated:

By: _____
Charlie W. Sevastos
Vice President and General Counsel

16
17 APPROVED AS TO FORM:

18 Counsel for Plaintiffs and Proposed Class Counsel

19
20 Dated:

By: _____
Julian Hammond
HammondLaw, P.C.

21
22
23 Dated:

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

24
25
26 Counsel for Defendant

1 Dated:

By: _____

Aaron A. Buckley

Kevin B. Hambly

Quarles & Brady LLP

EXHIBIT A

Foster v. Embry-Riddle Aeronautical University, Inc.
Case No. CVRI2202995, Superior Court of California, Riverside County

If you worked as a part-time adjunct instructor for Embry-Riddle Aeronautical University, Inc. in California between January 21, 2018 and ~~earlier of July 17, 2023 and Preliminary Approval Date~~, you are entitled to receive money from a proposed class action settlement.

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

This is not a solicitation from a lawyer.

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

- The settlement resolves a class-action lawsuit, *Foster v. Embry-Riddle Aeronautical University, Inc.* (the “Lawsuit”), which alleges that Embry-Riddle Aeronautical University, Inc. (“Defendant”): (1) failed to issue to the Class Members accurate itemized wage statements, (2) failed to reimburse Class Members for necessary business expenses incurred in working remotely, (3) failed to pay wages separately and hourly in addition to the piece-rate (course-rate) for non-productive time and/or failed to pay for all hours worked, (4) failed to pay separately and hourly for rest breaks and/or failed to provide paid rest breaks, (5) failed to pay all wages owed at discharge, and (6) failed to provide layoff notice under the California WARN Act.
- The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies those claims and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment (except your share of certain penalties), and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [name], about why you object to the settlement and they will forward your concerns to counsel who will provide them to the Court. <u>Alternatively, you or your attorney may object. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for DATE AND TIME in Department 10 of the Riverside County Superior Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.</u>

- The Settlement Fund will be used to settle claims of all Class Members. The amount of Class Members’

individual settlements will be determined by the number of pay periods they worked between January 21, 2018 and ~~earlier of July 17, 2023 and Preliminary Approval Date~~ (“Class Period”).

- The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. The Court will make any final determination of those issues at the final fairness hearing, which will be held on **[FINAL APPROVAL HEARING DATE]**.
- Lawyers for the Class Members will be asking the Court to award one-third of the \$275,000 settlement (\$91,666.67) as attorneys’ fees for investigating the facts, litigating the case, and negotiating the settlement, as well as reasonable costs not to exceed \$20,000.00 incurred during the case. They also will ask the Court to approve incentive payments of \$7,500.00 each to the two named Plaintiffs (~~i.e., the~~ Class Representatives) who assisted in litigating this case for the benefit of all Class Members and who will also be providing Defendant with a general release of claims.
- Any questions? Read on or visit www. .com.

BASIC INFORMATION

1. Why did I get this Class Notice package?

Defendant’s records show that you work, or previously worked, for Defendant in California as a part-time adjunct instructor at some point between January 21, 2018 and ~~earlier of July 17, 2023, and Preliminary Approval Date~~. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

The Plaintiffs in this Lawsuit, Paul Foster and Roy Blanco, alleged that during the Class Period, Defendant violated California law by failing to provide Class Members with accurate wage statements, failing to reimburse them for the costs of working remotely, failing to pay them for certain “non-productive” tasks (such as participating in mandatory trainings) separate and apart from the set course-rate, failing to pay them hourly for rest breaks, failing to pay all wages owed upon discharge from employment, and failing to provide advance notice of a layoff under the California WARN Act. Defendant denies each of these allegations and contends that Plaintiffs’ claims have no merit. A copy of the most recent version of the Complaint may be found at www. .com.

3. Why is this a class action?

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

4. Why is there a settlement?

The Parties disagree on the probable outcome of the case. Plaintiffs believe the claims asserted against Defendant are valid and could be proven if the case went to trial. Defendant believes that the Plaintiffs’ claims have no merit and that Plaintiffs would not prevail if the case went to trial. Defendant further contends that, other than in the

context of this Settlement, the case is not suitable for class treatment. The Court has not decided in favor of the Plaintiffs or the Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption that are associated with continued litigation, and they have therefore chosen to resolve their differences by entering into a settlement. The parties entered into this Settlement after arm's length negotiations using the services of an experienced and neutral mediator. Plaintiffs and Class Counsel believe that this Settlement is fair and reasonable and is in the best interests of all Class Members.

5. What is a class action settlement?

In a class action, the Court must approve the terms of the Settlement described below as fair and reasonable to the class. Once approved, the Settlement will affect all Class Members except those who choose to opt out. This Class Notice explains your legal rights, the terms of the Settlement, what you must do to participate or opt out, and the amount of money you may get. Please read this entire Class Notice carefully.

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

If you fit the following description, then you are a Class Member: Part-time adjunct instructors who worked for Embry-Riddle Aeronautical University, Inc. in California between January 21, 2018 and ~~earlier of July 17, 2023 and Preliminary Approval Date~~.

7. Are there exceptions to being included?

You are not a Class Member if you were not employed by Defendant as a part-time adjunct instructor in California during the Class Period. You can also choose to be excluded from this settlement by opting out of this Settlement, in which case you will not be a Class Member.

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

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

9. What does the Settlement provide?

The Parties have agreed to settle the Lawsuit for a "Gross Settlement Amount" of \$275,000. The Settlement is "non-reversionary," which means that the entire Gross Settlement Amount will be paid out, subject to various Court-approved deductions listed below in this Section, and none of the funds will revert to Defendant. In addition to the Gross Settlement Amount, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. The Gross Settlement Amount shall be deemed in satisfaction of claims for: (1) unpaid wages, rest-break premiums, unreimbursed business expenses, penalties, interest, and/or other amounts to be paid to Class Members; (2) attorneys' fees not to exceed one-third of the Gross Settlement Amount and costs of Class Counsel not to exceed \$20,000; (3) a service payment to each Plaintiff not to exceed \$7,500; (4) all costs of third-party Settlement administration not expected to exceed \$6,000; and (5) payment to the Labor and Workforce Development Agency ("LWDA") of \$7,500 as its share of penalties under the Private Attorneys General Act of 2004 ("PAGA") (California Labor Code ~~§§ Sections 2698-et seq and the related sections that follow it~~).

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

The funds payable to Class Members will be divided pro rata using the following formula. From the Gross Settlement Amount, payments will be made to Class Counsel, the Class Representatives, the LWDA for its share of PAGA Penalties, and the Settlement Administrator. What remains after these payments are made is called the “Net Settlement Amount.” Its amount will depend on the final Court-approved amounts of the deductions just listed. The Net Settlement Amount shall be paid pro rata to each Class Member based on the number of pay periods he or she worked during the Class Period. If the Settlement is approved, each Class Member (even if he or she opts out of the Settlement) will also receive a pro-rata share of the employees’ portion of the PAGA Penalty award based on the number of pay periods he or she worked during the PAGA Period (July 21, 2021 through ~~the earlier of July 17, 2023) or the preliminary approval date~~).

11. How much will I get from the Settlement?

Defendant’s records indicate that you worked << >> pay periods as a part-time adjunct during the Class Period. Based on these records, your estimated payment as a Class Member would be \$<<EstimatedAward>>.

Defendant’s records indicate that you worked << >> pay periods as a part-time adjunct during the PAGA Period. Based on these records, your estimated share of PAGA penalties would be \$<<EstimatedAward>>.

Class Members who do not opt out will be paid their share of the Net Settlement Amount. Thirty-three percent of each Settlement Payment will be designated as alleged unpaid wages, for which an IRS Form W-2 shall be issued. Sixty-seven percent of each Settlement Payment will be designated as interest and penalties for which an IRS Form 1099 shall be issued as may be required. Class Members will also be paid their share of the PAGA penalties regardless of whether they opt out.

If you believe that you worked a different number of pay periods (in essence, that you i.e., had a different number of paychecks issued to you) during the relevant time period than indicated by the numbers above, you may dispute your Settlement payment calculation by providing written documentation to the Settlement Administrator supporting your position on or before **[RESPONSE DEADLINE]**. Your dispute must contain: your full name, address, signature, and last four digits of your Social Security number, as well as facts supporting your dispute, along with any supporting materials confirming that the pay periods attributed to you are incorrect. If you do not dispute your calculation and do not opt out of the Settlement, you will receive a Settlement payment based on the above pay periods and will be bound by the Settlement. The Settlement Administrator’s determination of disputes will be final and non-appealable. **If you are a Class Member, you do not need to take any action to receive the settlement payment calculated as set forth above.**

12. When would I get my payment?

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

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

Class Members who participate in the Settlement will release Defendant and all of its officers, directors, trustees, employees, and agents (“Released Parties”) from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, actional or causes of action which are alleged, or could have

been alleged based on the facts and claims asserted in the operative Complaint, and arising during the Class Period, including without limitation, claims for restitution and other equitable relief, claims for unpaid wages, meal/rest period penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements, failure to reimburse business expenses, declaratory relief, injunctive relief, claims for penalties of any nature whatsoever arising out of the Released Claims, or any other benefit claimed on account of allegations and claims which are related to the allegations and claims asserted in the operative complaint filed in this action and thus could have been asserted. This release shall apply to claims arising at any point during the Class Period. The release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers' compensation, and claims outside of the Settlement Period.

14. Do I have a lawyer in this case?

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

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of \$91,666.67 (*i.e.*, one-third of the Gross Settlement Amount) to them for attorneys' fees, as well as costs in an amount not to exceed \$20,000. The fees will pay Class Counsel for investigating the facts, litigating the case, and negotiating and finalizing the Settlement. Defendant has agreed not to oppose Class Counsel's application for these fees and expenses. The Court may choose to award less than the amount requested by Class Counsel. All other payments to the Representative Plaintiffs and to the Settlement Administrator also come from the balance of the Gross Settlement Amount and must be approved by the Court.

16. How can I opt out of this Settlement?

You can opt out of this Settlement and retain your rights instead of receiving a payment under this Settlement (except you will still receive your share of PAGA penalties). To do so, you must prepare and submit in writing a signed and dated statement that you want to be excluded from the Settlement. You may use the "opt-out" form at the end of this notice. You must include: your name, address, and last four digits of your social security number; the name of the case and the case number; and a clear statement that you seek to be excluded from the Settlement. Your written statement must be mailed to the Settlement Administrator postmarked no later than **[RESPONSE DEADLINE]**, or it will not be considered and you will remain a Settlement Class Member, and be bound by the Settlement. The Settlement Administrator's address is in Section 23.

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

If you do not opt out, you can object to the settlement if you do not agree with it. You should give reasons why you think the Court should not approve the settlement and the Court will consider your views. To object, and to have the Court hear your views, you should either a) complete the "objection form" at the end of this notice or send a letter saying that you object to the settlement and give your reasons; or b) appear at the Final Fairness Hearing either in person or through your attorney and state your objection at that time.

If you choose to object by completing the objection form or by sending a letter, b) Be sure to include your name, address and last four digits of your social security number, case name and number, and provide both the legal and the factual reasons you object to the settlement. , and indicate whether you intend to appear at the Final Fairness Hearing. Your objection is to be mailed to the Settlement Administrator and must be postmarked no later than **[RESPONSE DEADLINE]**. The Settlement Administrator's address is listed in Section 23, below.

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

The Court will hold a final Fairness Hearing on [DATE OF FINAL APPROVAL HEARING] in Department 10 of the Riverside County Superior Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections and they have been properly submitted, the Judge will consider them. The Judge will listen to people who attend the hearing and who do not opt out. The Court will also decide how much to award Class Counsel for their attorneys' fees and litigation costs. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

19. Do I have to come to the hearing?

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

20. May I speak at the hearing?

If you wish to speak at the Final Approval Hearing, you may appear at the scheduled Final Approval Hearing. You cannot speak at the hearing if you have excluded yourself from the Settlement. To learn how to appear at the hearing, you may contact Class Counsel or the Settlement Administrator (*see* Sections 22 and 23 below), or you may visit the Court's online docket for this case to view any instructions by the Court for appearing at the hearing (*see* Section 22 for how to access the online docket).

21. What happens if I do nothing at all?

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

22. Are there more details about the Settlement?

This Class Notice summarizes the proposed settlement. You may contact the Settlement Administrator or Class Counsel for more information. The pleadings and other records in this litigation, including the Settlement Agreement, may be obtained on the Settlement website at [url.com](#). The records in this litigation may be examined online on the Court's website at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. After arriving at the website, choose "case number search," create a free account, and enter the case number (CVRI2202995). Images of every document filed in the case may be purchased. The Settlement Agreement is attached to the Declaration of [name] in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on [date]. Files are also available at the Court, located at 4050 Main Street, Riverside, CA 92501. Class Counsel may be reached at:

HAMMONDLAW, P.C.
Julian Hammond (SBN 268489)
jhammond@hammondlawpc.com
1201 Pacific Ave Suite 600
Tacoma, WA 98402
Tel.: (310) 601-6766

THE JHAVERI-WEEKS FIRM, P.C.
William Jhaveri-Weeks (SBN 289984)
wjw@jhaveriweeks.com
351 California Street, Suite 700
San Francisco, CA 94104
Tel.: (415) 463-0898

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT WITH INQUIRIES.

The Settlement Administrator's mailing address is [complete]

Opt-Out Form

If you wish to exclude yourself from this Settlement and receive no settlement payment (except for your share of PAGA Penalties), please complete the following fields and sign and mail this page to the Settlement Administrator at [address] post-marked no later than [Response Deadline]:

My name is _____.

My address is _____.

The last four digits of my social security number are: _____.

I wish to **OPT OUT** of the proposed settlement in *Foster v. Embry-Riddle Aeronautical University, Inc.* (Riverside County Case No: CVRI2202995). I do not wish to receive a payment from the settlement.

Date: _____ Signature: _____

Objection Form

If you wish to object to the Settlement, please complete the following fields and sign and mail this page to the Settlement Administrator at [address] post-marked no later than [Response Deadline]. Note: If you exclude yourself from the settlement by completing Opt-Out Form, you will not be part of the Settlement Class, so your objection will not be considered. In other words, you cannot *both* Opt Out *and* Object to the Settlement.

My name is _____.

My address is _____.

The last four digits of my social security number are: _____.

I **OBJECT** to the proposed settlement in *Foster v. Embry-Riddle Aeronautical University, Inc.* (Riverside County Case No: CVRI2202995, and for the following reasons I believe the Court should not approve the Settlement (you may include additional pages; if you do so, please check this box []):

Date: _____ Signature: _____