

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“**Agreement**”) is made by and between Plaintiff Helena Vissing, an individual, on behalf of herself, the State of California, and all others similarly situated (“**Plaintiff**”) and Defendant Coalition for the Common Good, d/b/a Antioch University (“**Defendant**”). The Agreement refers to Plaintiff and Defendant collectively as “**Parties**,” or individual as “**Party**.”

1. DEFINITIONS

- 1.1 “**Action**” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant currently pending in Los Angeles Superior Court, captioned *Helena Vissing v. Antioch University, an Ohio Corporation* (Case No. 23STCV07770).
- 1.2 “**Court**” means the Superior Court of California, County of Los Angeles.
- 1.3 “**Judgment**” means the judgment entered by the Court based upon the Approval.
- 1.4 “**Aggrieved Employees**” means all current and former individuals employed by Defendant in California at any time during the PAGA Period, as defined in section 1.12 below, including Adjunct Aggrieved Employees and Reimbursement Aggrieved Employees.
- 1.5 “**Adjunct Aggrieved Employees**” means all persons who were employed by Defendant in California as an adjunct professor at any time during the PAGA Period.
- 1.6 “**Reimbursement Aggrieved Employees**” consist of all individuals other than Adjunct Aggrieved Employees who were employed in California by Defendant at any time during the PAGA Period.
- 1.7 “**Aggrieved Employee Data**” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA pay periods.
- 1.8 “**Aggrieved Employee Address Search**” means the Settlement Administrator’s investigation and search for Aggrieved Employee’s 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 Settlement Administrator with Aggrieved Employees.
- 1.9 “**Effective Date**” means the date when all of the following events have occurred: (i) the Settlement Agreement has been executed by Plaintiff, Defendant, PAGA Counsel and Defense Counsel; (ii) Notice of the Settlement has been sent to the LWDA; (iii) the Court has given approval to the Settlement; (iv) the Court has entered the Court’s Final Order and Judgment; and (v) the later of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement

has elapsed without any appeal, writ or other appellate proceeding having been filed; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire Settlement Agreement is deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code Section 1152 and shall be without prejudice to the rights of any of the Parties.

- 1.10 **"PAGA Counsel"** means Julian Hammond, esq., Polina Brandler, esq., and Ari Cherniak, esq., from HammondLaw, P.C.
- 1.11 **"Defense Counsel"** means Elizabeth Staggs-Wilson, esq., Robert I. Lockwood, esq., and Bo Kyung Kim, esq. from Littler Mendelson P.C., 101 Second Street, STE 1000, San Francisco, CA 94105.
- 1.12 **"Gross Settlement Amount"** means Two-Hundred Fifty-Thousand Dollars (\$250,000) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount includes payment for all claims, payment of Settlement Administration Expenses, Individual Settlement Payment, PAGA Counsel Fees, PAGA Counsel Expenses, and PAGA Payment.
- 1.13 **"Net Settlement Amount"** means the remainder of the Gross Settlement Amount after the deduction of the amounts for the PAGA Payment to the California Labor & Work Development Agency, the Settlement Administration Expenses, the Individual Settlement Payment, and PAGA Counsel's Fees and PAGA Counsel's Expenses.
- 1.14 **"PAGA Period"** means the period from January 30, 2022, through the date the Court grants approval of the Settlement (unless Defendant elects an earlier date pursuant to Paragraph 3.5 (*Escalator*)).
- 1.15 **"PAGA Payment"** means the remaining amount of Gross Settlement Amount minus Settlement Administration Expenses, Individual Settlement Payment, PAGA Counsel Fees, and PAGA Counsel Expenses. The PAGA Payment will be allocated so that 75% of the payment will be paid to the California Labor & Work Development Agency (**"LWDA PAGA Payment"**) and 25% will be paid to Aggrieved Employees on a pro rata basis (**"Individual PAGA Payment"**). Aggrieved Employees will be issued Form 1099 for the PAGA Payments.
- 1.16 **"PAGA Counsel Fees"** means award by the court and payment of up to 40% of the Gross Settlement Amount (i.e., Hundred Thousand Dollars (\$100,000)), the amounts allocated to PAGA Counsel for reasonable attorneys' fees incurred to prosecute the Action.

- 1.17 **“PAGA Counsel Expenses”** means award by the court and payment of up to Ten-Thousand Dollars (\$10,000) of the Gross Settlement Amount, the amount allocated to PAGA Counsel for reimbursement of actual costs incurred to prosecute the Action.
- 1.18 **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods the Aggrieved Employee worked during the PAGA Period.
- 1.19 **“Individual Settlement Payment”** means award by the court and payment of up to Seven Thousand Five Hundred Dollars (\$7,500) of the Gross Settlement Amount to Plaintiff in exchange for a General Release.
- 1.20 **“Settlement Administrator”** or **“Administrator”** means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.21 **“Settlement Administration Expenses”** means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.22 **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code Section 2699, subd. (i);
- 1.23 **“Released Parties”** is defined to include Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

2. RECITALS

- 2.1 WHEREAS Plaintiff was employed by Defendant during the alleged “PAGA Period,” as defined above, from January 30, 2022, through the date the Court grants approval of this Settlement.
- 2.2 WHEREAS, on April 10, 2023, Plaintiff initiated this Action by filing a complaint against Defendant, seeking penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698 et seq., (“PAGA”) for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 515(a), 1194, 2699, and 2802, and Industrial Wage Order No. 4-2001. On March 20, 2024, Plaintiff filed the first amended complaint to reflect Defendant’s new corporation name, “Coalition for the Common Good,” maintaining the same claims and allegations as in the initial complaint (“Complaint”). Defendant denies all allegations in the Complaint, any non-compliance with the laws cited therein, and disclaims any liability for the claims presented.

- 2.3 WHEREAS Defendant denies the validity of Plaintiff's claims in the Action and further denies that the Action is appropriate for representative action treatment for any purpose other than this Settlement.
- 2.4 WHEREAS, on June 20, 2024, the Parties participated in a full-day mediation facilitated by Mediator Lisa Klerman which led to this Agreement to settle the Action.
- 2.5 WHEREAS the Parties want to resolve and settle the dispute that has arisen between them, as well as any other claims, asserted or not asserted, that either party may have against the other arising out of the facts or events, known or unknown, occurring up to and including the date of execution of this Agreement;
- 2.6 WHEREAS a settlement has been reached in the Action (the "**Settlement**");
- 2.7 WHEREAS, the Parties, PAGA 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.
- 2.8 NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

3. MONETARY TERMS

- 3.1 Settlement Amount: Except as otherwise provided by Paragraph 3.5 (*Escalator*), Defendant agrees to pay out a total sum of Two-Hundred Fifty-Thousand Dollars (\$250,000) and no more as the Settlement Amount. Defendant has no obligation to pay the Settlement Amount prior to the deadline stated in Paragraph 4.2 (*Funding of Settlement Amount*). The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Settlement Amount will revert to Defendant.
- 3.2 Payments from the Settlement Amount: The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval:
- 3.2.1 To PAGA Counsel: PAGA Counsel Fees of not more than 40% of the Gross Settlement Amount which is \$100,000 and PAGA Counsel Expenses of not more than \$10,000; Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees and Expenses. If the Court approves PAGA Counsel Fees and Expenses less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees and/or Expenses. The Settlement Administrator will pay the PAGA

Counsel Fees and Expenses using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Expenses and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. Any reduction by the Court of PAGA Counsel Fees and/or Expenses shall not be sufficient grounds to void the Settlement, appeal the Judgment, or terminate the Settlement under the provision of Paragraph 9.18 (*Partial Invalidity*).

- 3.2. 2 To Plaintiff: Individual Settlement Payment of up to Seven Thousand Five Hundred Dollars (\$7,500); If the Court approves payment less than \$7,500, the Settlement Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2. 3 To the Settlement Administrator: A Settlement Administration Expenses not to exceed \$5,000 except for a showing of good cause and as approved by the Court. If the Court approves less than requested amount, the Settlement Administrator will retain the remainder in the Net Settlement Amount.
- 3.2. 4 To the LWDA and Aggrieved Employees: The PAGA Payment is to be allocated as follows: 75% to the LWDA and 25% to the Aggrieved Employees.
- 3.3 The Settlement Administrator will calculate each Individual PAGA Payment as follows: 75% of the portion of the PAGA Payment allocated to Aggrieved Employees will be allocated to the Adjunct Aggrieved Employees and paid to them based on the number of PAGA Pay Periods worked by each of them during the PAGA Period in proportion to the pay periods worked by all Adjunct Aggrieved Employees during the PAGA Period; and 25% of the portion of the PAGA Payment allocated to Aggrieved Employees will be allocated to the Reimbursement Aggrieved Employees and paid to them based on the number of PAGA Pay Periods worked by each Reimbursement Aggrieved Employee during the PAGA Period in proportion to the pay periods worked by all Reimbursement Aggrieved Employees during the PAGA Period.
- 3.4 If the Court approves less than the amount requested as PAGA Counsel Fees, PAGA Counsel Expenses, Individual Settlement Payment, and Settlement Administration Expenses, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will report the Individual PAGA Payment on IRS 1099 Forms.
- 3.5 Escalator: Should the number of pay periods worked by the Aggrieved Employees increase by more than 10% above 10,813 pay periods (i.e., by more than 11,894 pay periods) by the date the Court grants approval of the Settlement, Defendant shall have an option to either (1) have the Released Claims be released only through the most recent date where the total pay periods of the Aggrieved Employees do not exceed 11,894 pay periods; or (2) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increased in the number of pay periods worked by the Aggrieved employees above 11,894 (e.g., if the total pay periods is 12,000, Defendant

can choose to increase the Gross Settlement Amount by 0.89% (calculated as $(12,000 - 11,894)/11,894$).

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1. Aggrieved Employee Data: Within seven (7) days after the Effective Date, Defendant will provide Aggrieved Employee Data to the Settlement Administrator in the form of an Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Settlement Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Settlement 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 Aggrieved Employee Data.
- 4.2. Funding of Settlement Amount: Within thirty (30) days of the Effective Date ("Funding Date"), Defendant shall pay the Gross Settlement Amount of Two-Hundred Fifty-Thousand Dollars (\$250,000) to the Settlement Administrator.
- 4.3. Payments from the Settlement Amounts: Within sixty (60) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Payments, Individual Settlement Payment, the LWDA PAGA Payment, the Settlement Administration Expenses, and PAGA Counsel Fees and Expenses. Disbursement of the PAGA Counsel Fees and Expenses shall not precede disbursement of Individual PAGA Payments.
- 4.4. Within twenty-one (21) days from the date the Settlement Administrator receives the Aggrieved Employee Data, the Administrator will perform an NCOA check for Aggrieved Employees' most current addresses based on the information provided by Defendant and will mail the Court approved notices and disbursement forms to the Aggrieved Employees.
- 4.5. The Settlement Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along with a copy of the explanatory letter attached hereto as Exhibit A. 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 Settlement Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing address using the National Change of Address Database.

- 4.6. The Settlement Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Settlement Administrator does not need to take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.7. For any Aggrieved Employee who's Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the Bet Tzedek.
- 4.8. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employees (e.g., 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASE OF CLAIMS:** Effective on the date when Defendant fully fund the entire Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows ("**Released Claims**"):
- 5.1. Release by Reimbursement Aggrieved Employees: Upon the Funding Date, Plaintiff, on behalf of herself, the State of California, and all Aggrieved Employees, releases the Released Parties from all claims for civil penalties under PAGA that arose during the PAGA Period based on the same facts and/or claims alleged in the Complaint and all of Plaintiff's letters to the LWDA ("**PAGA Letters**") as to all Aggrieved Employees, including but not limited to claims under California Labor Code section 2802 or claims that were pled or that could have been pled based on the facts asserted in the Complaint or PAGA Letters alleged as to all Aggrieved Employees. The period of the release shall extend to the limits of the PAGA Period. The res judicata effect of the judgment will be same as that of the release.
- 5.2. Release by Adjunct Aggrieved Employees: Upon the Funding Date, Plaintiff, on behalf of herself, the State of California, and all Aggrieved Employees who worked in the position of Adjunct Professor at any time during the PAGA Period, releases the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period from the same facts and/or claims alleged in the Complaint and the PAGA Letters, including but not limited to claims under California Labor Code sections 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 515(a), 1194, 2699, and 2802, as well as Industrial Wage Order No. 4-2001, claims for unpaid wages, failure to provide breaks or premiums, failure to timely pay wages during employment or at the time of termination, failure to provide compliant itemized wage statements, or claims that were pled or that could have been pled based on the facts alleged in the Complaint or PAGA Letters on behalf of Aggrieved Employees who worked in the position of

Adjunct Professor. The period of the release shall extend to the limits of the PAGA Period. The res judicata effect of the judgment will be same as that of the release.

- 5.3. Plaintiff's Release: In addition to Paragraphs 5.1 and 5.2 and in exchange for the Individual Settlement Payment, upon the Funding Date, Plaintiff, for and on behalf of herself and her agents, heirs, executors, administrators and assigns ("**Releasing Parties**") unconditionally waives, releases and forever discharges the Released Parties from any and all claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges, losses, and expenses (including attorneys' fees and costs) of any nature whatsoever, whether based in contract, statute or the common law, relating to any matters of any kind, whether known or unknown, suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all events or facts that have occurred up until and including the date of the signing of this Agreement, including without limitation: (i) any and all claims actually alleged or could have been alleged in connection with, or arising directly or indirectly out of or in any way connected with Plaintiff's employment with Defendant or any of the Released Parties; (ii) any and all claims relating to or arising from Plaintiff's relationship with the Released Parties and the termination of the relationship; (iii) any and all claims relating to unpaid wages, missed meal and rest periods, meal and rest break premiums, sick pay, vacation pay, calculation of bonuses or commissions, and any other form of compensation, and any and all penalties, including but not limited to waiting time penalties and penalties under California Labor Code Section 226, and interest relating to such claims; (iv) any and all claims for wrongful discharge of employment; breach of contract, both expressed and implied; breach of covenant of good faith and fair dealing, both expressed and implied; negligent or intentional interference with contract or prospective economic advantage; and defamation; (v) any and all claims against the Released Parties for any other tort, contract, common law, constitutional or statutory claims, including but not limited to, any alleged violation(s) of the California Labor Code, the federal Fair Labor Standards Act (except as prohibited by applicable law), the National Labor Relations Act, Title VIII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, the federal Worker Adjustment Retraining Notification Act (as well as any counterpart), the Family and Medical Leave Act of 1993 (as well as any state counterpart), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Equal Pay Act, the Affordable Care Act, the Uniformed Services Employment and Reemployment Rights Act, the Federal Hazardous Materials Regulations, the Fair Credit Reporting Act, the California Parental Leave Act, the California Paid Sick Leave Act, the Genetic Information Nondiscrimination Act of 1998, California Constitution Article 1 section 8, California's Industrial Welfare Commission Wage Orders, the Healthy Workplaces, Healthy Families Act of 2014, California Health and Safety Code sections 11161.8, 1276.5, 1278.5, 13337, et seq., and 105100, et seq., California Business and Professions Code sections 2725, 2750, et seq., and 17200, et. seq., Title 22 of the California Code of Regulations, including but not limited to section 72313, 72315 and 72501 ("**Individually Released Claims**").

Plaintiff also waives any and all rights conferred upon her under Section 1542 of the California Civil Code, which provides as follows:

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

This waiver is not a mere recital but is a knowing waiver of rights and benefits. This is a bargained-for provision of the Settlement and is further consideration for the covenants and conditions contained herein.

- 5.4. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for PAGA Counsel Fees incurred in connection with the Complaint and the PAGA Period facts states in the Complaint and the PAGA Letters.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT: The Parties agree to jointly prepare and file a stipulation (or motion if necessary) for approval of this Settlement.

- 6.1. Plaintiff's Responsibilities: Plaintiff will prepare and deliver to Defense Counsel all documents necessary to obtain approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Settlement Administrator.
- 6.2. Responsibilities of PAGA Counsel: PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation, application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Settlement Administrator.
- 6.3. Duty to Cooperate: If the Parties disagree on any aspect of the proposed stipulation, application or motion for approval of this Settlement and/or the supporting declarations

and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

- 7.1. Selection of Settlement Administrator: The Parties have jointly selected Simpluris to serve as the Settlement Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number: The Settlement Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund: The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.
- 7.4. Settlement Administrator Duties: The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.

8. ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT: This Agreement is made and is enforceable in accordance with the provisions of Code of California Civil Procedure section 664.6. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 8.1. Waiver of Right to Appeal: Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees and Expenses payments, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties'

obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

9. ADDITIONAL PROVISIONS

- 9.1. No Admission of Liability 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 Complaint have merit or that Defendant has any liability for any claims asserted. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, the Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and 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.
- 9.2. Integrated Agreement: Upon execution by all Parties and their counsel, this Agreement 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.
- 9.3. Attorney Authorization: PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.
- 9.4. 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 required 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.
- 9.5. 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.
- 9.6. No Tax Advice: Neither Plaintiff, PAGA 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 C.F.R. Part 10, as amended) or otherwise.

- 9.7. 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.
- 9.8. Agreement Binding on Successors: This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9. Applicable Law: All terms and conditions of this Agreement will be governed by and interpreted according to the California laws without regards to conflict of law principles.
- 9.10. Cooperating 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.
- 9.11. Confidentiality: Plaintiff and PAGA Counsel will not make any public disclosure of the Settlement until after the filing of the motion for approval of settlement. Plaintiff and PAGA Counsel represent that they have not made any such disclosure. PAGA Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage her to adhere to, the restriction against any public disclosure of the Settlement until after the settlement is filed with the Court. Thereafter, Plaintiff and PAGA Counsel agree not to publicize the terms of this Settlement with the media, including but not limited to any newspaper, journal, magazine, website, and/or online reporter on any website or through social media. For purposes of allowing PAGA Counsel to prove adequacy as class counsel in other actions, PAGA Counsel may disclose the names of the Parties in this action, venue/case number, the number of aggrieved employees, and the settlement amount.
- 9.12. Use and Return of Aggrieved Employee Data: Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the data provided to PAGA 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. Not later than ninety (90) days after the Settlement Administrator discharges its obligation to pay out of all Settlement funds Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employees' data received from Defendant unless, prior to the Settlement Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than destructions of Aggrieved Employee Data.

- 9.13. Headings: The descriptive heading of any section of paragraph of this Agreement in inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14. Calendar Days: Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15. 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 third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Julian Hammond, Esq.
Polina Brandler, Esq.
Ari Cherniak, Esq.
HammondLaw, P.C.
1201 Pacific Ave., Suite 600
Tacoma, Washington 98402
Tel: (310) 601 – 6766
Fax: (310) 295 – 2385

To Defendant:

Elizabeth Staggs-Wilson, Esq.
Robert I. Lockwood, Esq.
Bo Kyung Kim, Esq.
Littler Mendelson, P.C.
101 2nd Street, Suite 1000
San Francisco, California 94105
Tel: (415) 433 – 1940

- 9.16. 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.
- 9.17. 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.

- 9.18. Partial Invalidity: Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected. However, either Party may terminate this Settlement if after submitting to settle as set forth in this Agreement any Court declines to enter the settlement approval order or judgment in substantially the form submitted by the Parties, or if the Settlement Agreement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party (through its/her counsel) written notice of its/her decision to terminate no later than fourteen (14) calendar days after receiving the notice that one of the enumerated events has occurred. Termination shall have the following effects:
- 9.18.1. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.
 - 9.18.2. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any party, Aggrieved Employees, attorney, or the LWDA.
 - 9.18.3. The order approving the Settlement and Judgment shall be vacated.
 - 9.18.4. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.
- 9.19. Neutral Reference: Plaintiff shall direct all inquiries about her employment with Defendant to Defendant's current HR Manager, Sue Smoyer at ssmoyer@antioch.edu, who will confirm Plaintiff's dates of employment. No other comments shall be made about Plaintiff or her work history.
- 9.20. Voluntary Agreement: This release in all respects has been voluntarily and knowingly executed by Plaintiff with the express intention of effecting the legal consequences provided in the California Civil Code section 1542, that is, the extinguishment of obligations herein designated.

IT IS SO AGREED.

IN WITNESS WHEREOF, THE PARTIES AND THEIR RESPECTIVE COUNSEL HERETO
KNOWINGLY AND VOLUNTARILY EXECUTED SETTLEMENT AGREEMENT AS OF
THE DATE SET FORTH BELOW.

Dated: _____, 2024

Helena Vissing

Dated: _____, 2024

Julian Hammond, esq.
HAMMONDLAW, PC
PAGA Counsel

Dated: November 14, 2024



William R. Groves
Chancellor, Antioch University Vice President
Coalition for the Common Good (d/b/a Antioch
University) and Antioch University, Ohio
Corporation

Dated: November 20, 2024



Elizabeth Staggs-Wilson, esq.
LITTLER MENDELSON, PC
Counsel for Defendant Coalition for the Common
Good (d/b/a Antioch University) and Antioch
University, Ohio Corporation

IT IS SO AGREED.

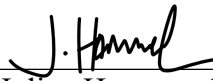
IN WITNESS WHEREOF, THE PARTIES AND THEIR RESPECTIVE COUNSEL HERETO
KNOWINGLY AND VOLUNTARILY EXECUTED SETTLEMENT AGREEMENT AS OF
THE DATE SET FORTH BELOW.

Dated: 11/07/2024, 2024



Helena Vissing

Dated: November 6, 2024, 2024



Julian Hammond, esq.
HAMMONDLAW, PC
PAGA Counsel

Dated: _____, 2024

William R. Groves
Chancellor, Antioch University Vice President
Coalition for the Common Good (d/b/a Antioch
University) and Antioch University, Ohio
Corporation

Dated: _____, 2024

Elizabeth Staggs-Wilson, esq.
LITTLER MENDELSON, PC
Counsel for Defendant Coalition for the Common
Good (d/b/a Antioch University) and Antioch
University, Ohio Corporation