

1 JULIAN HAMMOND (SBN 268489)
jhammond@hammondlawpc.com
2 POLINA BRANDLER (SBN 269086)
pbrandler@hammondlawpc.com
3 ARI CHERNIAK (SBN 290071)
acherniak@hammondlawpc.com
4 HAMMONDLAW, P.C.
1201 Pacific Ave Suite 600
5 Tacoma WA 98402
(310) 601-6766
6 (310) 295-2385 (Fax)

7 *Attorneys for Plaintiff and the Aggrieved Employees*

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10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**
12

13 **HELENA VISSING**, individually and on behalf
14 of all others similarly situated,

15 Plaintiff,

16 vs.

17 **COALITION FOR THE COMMON GOOD**,
an Ohio Non-profit Corporation,

18 Defendant.
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CASE NO. 23STCV07770

**DECLARATION OF JULIAN HAMMOND
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA SETTLEMENT
PURSUANT TO LABOR CODE § 2699(l)**

Date: March 21, 2025

Time: 9:00 a.m.

Dept.: N

Judge: Hon. Lisa K. Sepe-Wiesenfeld

Reservation No: 153891365845

1 I, Julian Hammond, declare as follows:

2 **I. INTRODUCTION**

3 1. I am a member in good standing of the Bar of the State of California. I am licensed to
4 practice before all courts in the State of California.¹ I have personal knowledge of the facts set forth in
5 this declaration and could and would testify competently to them.

6 2. I am the principal of the law firm HammondLaw, P.C. (“HammondLaw” or “Class
7 Counsel”) and counsel for the named Plaintiff Helena Vissing (“Plaintiff”) in her capacity as a
8 representative of the State of California and (a) approximately 306 “Adjunct Aggrieved Employees”
9 employed by Coalition for the Common Good, d/b/a Antioch University (“Defendant” or “Antioch”) as
10 adjunct professors in California from January 30, 2022 through the date the Court grants approval of the
11 Settlement (“PAGA Period”);² and (b) approximately 184 “Reimbursement Aggrieved Employees”
12 employed by Antioch in California, other than Adjunct Aggrieved Employees, at any time during the
13 PAGA Period. Adjunct Aggrieved Employees and Reimbursement Aggrieved Employees are
14 collectively referred to as “Aggrieved Employees.”

15 3. I submit this declaration in support of Plaintiff’s Unopposed Motion for Approval of
16 Proposed PAGA Settlement Pursuant to Labor Code § 2699(l).

17 4. A true and correct copy of the executed Settlement Agreement is submitted to the Court
18 as **Exhibit 1** hereto.

19 **II. OVERVIEW OF THE CASE AND SETTLEMENT NEGOTIATIONS**

20 **a. Pleadings**

21 5. Defendant Coalition for the Common Good dba Antioch University is private, non-profit
22 university system with campuses in Los Angeles, Santa Barbara, Seattle and New Hampshire and online
23 programs. In 2023, Antioch University became affiliated with Otterbein University, under a new name
24 of Coalition for the Common Good. Antioch University continued to operate as a separate university.

25 ¹ I am also an active member of the Bar of the State of New York and of the Washington State Bar
26 Association. I am also admitted to practice as a Barrister-at-Law in both the New South Wales and
27 Victorian Supreme Courts, located in Australia.

28 ² The Settlement Agreement provides Defendant with the option of cutting off the PAGA Period on a
date earlier than the date the Court enters its Order approving the Settlement to avoid the triggering of
the escalator clause which caps the total number of PAGA Pay periods at 11,894. Alternatively,
Defendant may increase the GSA proportionally to the pay periods in excess of 11,894, in which case the
PAGA Period will end on the date the Court approves this Settlement. SA § 3.5.

1 6. During the PAGA Period, Antioch employed approximately 306 adjunct professors to
2 deliver course instruction and approximately 184 other employees in various positions to support the
3 university operations.

4 7. Plaintiff is a former adjunct professor who taught courses at Antioch University between
5 2017 and 2022.

6 **b. Procedural Background and Pleadings**

7 8. On January 30, 2023, Plaintiff sent her PAGA Notice to the Defendant and the LWDA.
8 Plaintiff alleged that Defendant's adjunct professors ("Adjunct AEs") were misclassified as exempt
9 because they did not earn enough to meet the professional exemption under Labor Code § 515(a) and the
10 applicable wage order, and, separately, because they were paid on a per course basis and therefore were
11 paid a piece-rate and not a salary as required to be exempt. Plaintiff's allegations of misclassification
12 rested on the theory that Labor Code § 515.7, which allows non-profit universities to pay their adjunct
13 professors a set minimum amount per classroom hours and classify their adjuncts as exempt, does not
14 apply to universities that, like Defendant, are incorporated outside California. Thus, even though
15 Defendant paid Adjunct AEs the minimum per classroom hour required by § 515.7, Plaintiff alleged that
16 Defendant could not avail itself of the statute for its benefits.

17 9. Plaintiff alleged that, as non-exempt employees, Adjunct AEs were entitled to be paid for
18 all hours worked and that, to the extent they were piece-rate workers, their piece (i.e., the course pay)
19 only covered work during the academic term. However, Adjunct AEs were required to be paid for the
20 time they spent on course prep before the beginning of each term, after the end of each term (e.g. grading
21 assignments who took incomplete grades), as well as for the time spent on mandatory training, in
22 violation of Labor Code §§ 226.2 and/or 1194.

23 10. Plaintiff further alleged that, as a result of misclassifying Adjunct AEs as exempt,
24 Defendant failed to permit and authorize off-duty rest breaks and, to the extent Adjunct AEs were paid
25 on a piece-rate basis, failed to pay them separately and hourly for rest break time, in violation of Labor
26 Code §§ 226.2, 226.7. In addition, Plaintiff alleged that Defendant failed to track Adjunct AEs' hours
27 worked and failed to furnish them with itemized wage statements that listed their hours worked, hourly
28 rate, and piece-rate information, in violation of Labor Code §§ 226(a)(2), (a)(3), and (9), 226.2(a). As a
result of its failure to pay for all hours worked, Defendant also failed to pay formerly employed Adjunct
AEs all wages due at the time of discharge from employment.

 11. Finally, Plaintiff alleged that Adjunct AEs and all other employees ("Reimbursement
AEs") were required and/or expected to work remotely during the PAGA Period and incurred home office
expenses, for which Defendant did not reimbursement in violation of Labor Code § 2802.

1 12. On April 10, 2023, Plaintiff filed her Complaint, alleging a cause of action for PAGA
2 penalties based on the allegations and theories set out in her PAGA Notice.

3 13. On May 17, 2023, Defendant filed its Answer generally denying the allegations in
4 Plaintiff's Complaint and raising a number of affirmative defenses, including that Defendant had
5 complied with Labor Code § 515.7 at all relevant times and correctly classified Adjunct AEs as exempt
6 pursuant to that statute.

7 14. The parties were initially scheduled to attend mediation in September 2023. On August
8 15, 2023, Antioch University and Otterbein University (another Ohio-based non-profit school)
9 announced that they had officially become affiliate universities under a new university system – Coalition
10 for the Common Good. The next day, on August 16, 2023, Defendant's Counsel informed Plaintiff's
11 Counsel that Defendant needed to postpone the mediation. The mediation was rescheduled for December
12 26, 2023, Defendant later cancelled that date as well.

13 15. On December 21, 2023, Plaintiff sent an amended PAGA Notice alleging the same claims
14 included in her initial PAGA Notice against the Coalition for the Common Good. On March 20, 2024,
15 after waiting the requisite time under the PAGA statute, Plaintiff filed her First Amended Complaint
16 substituting "Coalition for the Common Good" as the Defendant, based on Antioch University's change
17 of name and corporate structure.

18 16. Thereafter, Plaintiff served formal discovery requests on December 8, 2023. Defendant
19 failed to respond timely and, on February 13, 2024, Plaintiff filed a motion to compel discovery responses
20 and for sanctions. Following a hearing, on March 8, 2024, the Court granted Plaintiff's motion and
21 ordered Defendant to serve "code-compliant responses without objections" and awarded Plaintiff's
22 Counsel monetary sanctions. Ultimately, Defendant served formal discovery responses.

23 17. The parties subsequently met and conferred and agreed to attend a mediation. As part of
24 this agreement, Defendant agreed to provide additional formal and informal discovery prior to mediation.

25 18. On May 8, 2024, Defendant produced over 800 pages of documents including sample
26 course data and pay data; meal and rest break policies; a copy of the Collective Bargaining Agreement
27 ("CBA") that went into effect on August 1, 2023; charts showing Antioch's corporate structure;
28 Antioch's reimbursement policies; employee and faculty handbooks; sample course syllabi; sample
adjunct contracts; Plaintiff's personnel file. Defendant also provided the number of Aggrieved
Employees and pay periods they worked during the PAGA Period. Plaintiff also conducted her own
investigation, including researching publicly available information, and interviewing Aggrieved
Employees.

1 19. Prior to the mediation, Plaintiff's Counsel analyzed the data and documents produced and
2 drafted a detailed mediation brief that included Plaintiff's Counsel's assessment of the case.

3 **III. SETTLEMENT NEGOTIATIONS AND RISKS FACED BY THE PLAINTIFF**

4 20. On June 20, 2024, the parties participated in a mediation session with Lisa Klerman, an
5 experienced wage-and-hour mediator. At mediation, Defendant vigorously contended that adjuncts were
6 properly classified as exempt under Labor Code § 515.7 throughout the PAGA Period and that the
7 amendment to § 515.7 (AB 3105, chaptered on July 18, 2024) would be found to apply retroactively.
8 Defendant contended that while in *Gola v. University of San Francisco* the Court of Appeal held that
9 Section 515.7, effective September 8, 2020, did not apply retroactively to acts prior to its enactment, the
10 finding would be different with respect to AB 3105, because it amended only one of the provisions in the
11 statute.

12 21. In addition, Defendant contended that Section 515.7 would be found to be unconstitutional
13 because of its disparate treatment of California-based non-profit and out-of-state non-profit universities
14 operating in California. Several months after Plaintiff submitted her PAGA Notice, Defendant filed a
15 complaint against the Attorney General, Rob Bonta, and other state agencies, including the LWDA, in
16 the United States District Court for the Central District of California, alleging that Labor Code § 515.7.
17 *Antioch University v. Bonta, et al.*, Case No. 2:23-cv-5341 (C.D. Cal.).

18 22. Defendant also could have requested for the instant case to be stayed indefinitely based
19 on the Order entered in the *Antioch University v. Bonta, et al.* case. After filing its Complaint in *Bonta,*
20 *et al.*, Antioch filed a motion for preliminary injunction and, on October 26, 2023, the parties entered
21 into a stipulated injunction. Pursuant to the stipulated injunction, the parties agreed that for purposes of
22 the stipulation, and while the injunction was in effect, Section 515.7 would be treated as applying to non-
23 profit out-of-state institutions and "to all enforcement actions undertaken by the Defendant against the
24 Plaintiffs," which included Plaintiff's instant PAGA Action. The District Court entered an order
25 administratively closing the case and keeping the injunction in effect. In its Order, the District Court
26 permitted the parties to reopen the case "if their dispute is not legislatively resolved."

27 23. Defendant also vigorously contended the Adjunct AEs became bound by a CBA on
28 August 1, 2023 and that pursuant to that CBA Adjunct AEs' claims would be found to be preempted by
§ 301 of the Labor Management Relations Act ("LMRA"). Defendant asserted that although Plaintiff's
claims are purportedly founded on state law rights, their success (or defeat) is necessarily dependent on
the interpretation of the CBA, including whether or not the work performed before and after the contract
term were covered under the compensation bargained for in the CBA, and are therefore preempted under
the LMRA. In addition, Defendant argued that any claim under Labor Code § 204 was precluded as of

1 August 1, 2023 because the CBA set out payment schedule. Thus, Defendant contended that it had no
2 liability for unpaid wages or late payment of wages arising after August 1, 2023.

3 24. As to the merits of Plaintiff's claims, Defendant contended that Adjunct AEs' contracts
4 set out their compensation for all work they needed to carry out in order to successfully complete the
5 teaching of their assigned courses, which included prep time, mandatory trainings, and all grading, and
6 they had no claims for unpaid wages. Defendant also contended that there were very few courses that
7 were scheduled to meet for 3.5 hours or longer, that Adjust AEs could freely take breaks when they gave
8 students breaks, and that as of August 1, 2023, when the Adjunct AEs became bound by a Collective
9 Bargaining Agreement ("CBA") there were no violations of Labor Code § 204 because the CBA set out
10 a payment schedule (*see* Lab. Code § 204(c)). As to the waiting time penalties claims, Defendant
11 contended that no wages were owed at the time of discharge because Adjunct AEs were properly paid
12 for the work they performed. As to the expense reimbursement claim, Defendant contended that Adjunct
13 AEs and Reimbursement AEs could work on campus except for a very brief two-week period between
14 January 17 and 30, 2022, when the Omicron variant was on the rise.

15 25. Following a full-day mediation, the parties reached a settlement, the terms of which were
16 subsequently reduced to a written agreement which is attached hereto as Exhibit 1.

17 **IV. PAGA PENALTIES ANALYSIS**

18 26. For settlement purposes, Plaintiff calculated penalties based on the \$100 initial violation
19 rate because Defendant could have contended that the subsequent penalty rate of \$200 could only be
20 assessed when an employer receives notice of its violation by the LWDA or a court, which Defendant
21 had not received. Plaintiff also calculated penalties using default PAGA penalties under Labor Code §
22 2699(f)(2) because none of the Labor Code provisions alleged in the Complaint provide a penalty.

23 **A. Maximum Exposure to PAGA Penalties**

24 27. Plaintiff calculated Defendant's maximum exposure to PAGA penalties on each claim as
25 follows.

26 28. **Labor Code §§ 1194, 226.2:** During the PAGA Period, Adjunct AEs worked
27 approximately 3,559 pay periods. Based on Plaintiff's allegations that Adjunct AEs were misclassified
28 as exempt and not paid for paid for all hours worked, including before the start of their contracts, after
the end of their contracts, for the time spent on mandatory trainings, Plaintiff assumed that a violation
occurred during every pay period. Accordingly, Plaintiff calculated Defendant's exposure to penalties
on this claim as \$355,900 (3,559 x \$100).

29 29. **Labor Code §§ 226, 226.2:** Plaintiff assumed that Defendant failed to issue accurate
itemized wage statements to Adjunct AEs during every pay period during the PAGA Period, given that

Defendant misclassified Adjunct AEs as exempt and never tracked their hours and never listed hours worked, hourly rate, or piece rate information on their wage statements. Accordingly, based on 3,559 pay periods worked by Adjunct AEs during the PAGA Period, Plaintiff calculated Defendant's exposure to penalties on this claim as \$355,900.

30. **Labor Code § 226.7:** Based on the course schedules provided by Defendant, Plaintiff estimated that rest break violations occurred less than 25% of the time. Accordingly, Plaintiff estimated Defendant's exposure to penalties on this claim as \$88,975 (\$355,900/ 4).

31. **Labor Code § 204:** Based on the 3,559 pay periods worked by Adjuncts AEs during the PAGA Period, Plaintiff calculated penalties on the failure to pay timely wages as \$355,900.

32. **Labor Code §§ 201-203:** Plaintiff calculated that Adjunct AEs taught during approximately 1,100 academic terms during the PAGA Period. Plaintiff alleged that Adjunct AEs were discharged at the end of each contract and, as a result of not being paid wages for all hours worked, including rest break time, were owed unpaid wages at the time of their discharge, in violation of Labor Code § 201. Thus, Plaintiff calculated penalties at \$100 per term (i.e. each time Plaintiff contended AEs were discharged) for 1,100 terms for total penalties of **\$101,100**.

33. **Labor Code § 2802:** Adjunct AEs and Reimbursement AEs worked a total of approximately 10,813 pay period during the PAGA Period. Given that Defendant reopened its campuses on January 2022, Plaintiff estimated, for settlement purposes, that Adjunct AEs and Reimbursement AEs only worked remotely approximately half of the pay periods during the PAGA Period, or 5,407. Thus, Plaintiff calculated Defendant's total exposure to penalties on this claim as \$540,700 (5,407 * \$100). Adjunct AEs worked about one third of the total PAGA Pay Periods (approximately 3,559 of the 10,813 pay periods). Therefore, Plaintiff calculated that of the total exposure of \$540,700, approximately one third of that (\$177,998) was based on unreimbursed expense claims of Adjunct AEs and the remaining two thirds (\$362,652) was based on unreimbursed expense claims of Reimbursement AEs.

34. In sum, Defendant's total maximum exposure is \$1,442,525 (\$1,079,873 of which is based on the claims on behalf of the Adjunct AEs, and \$362,625 is based on the claims of Reimbursement AEs).

B. Merits Risks and Comparison of PAGA Settlement to Potential Recovery Absent Settlement

35. Plaintiff's maximum recovery (\$1,442,525) is based on the highly unlikely event that (a) she prevailed on *every* claim as to *every* Aggrieved Employee, (b) the Court allowed stacking (*i.e.*, more than one PAGA penalty for each employee in each pay period) and (c) the Court did not exercise its

discretion to reduce the penalties at all. The \$250,000 Gross Settlement represents approximately 17% of the Aggrieved Employees maximum recovery.

36. Plaintiff applied the following discounts to the exposure based on Adjunct AE's wage and hour claims: 60% discount to the claims under Labor Code §§ 201, 226(a), 226.2(a), 226.7, 1194 for the risks of the Court finding that Section 515.7, as amended by AB 3105, applies retroactively and/or that it is unconstitutional; 50% discount to Labor Code §§ 201, 226.7, 1194, for the risks on the merits, including, as applicable, that the compensation in Adjunct AEs' contract covered all work necessary to successfully teach a course, that Adjunct AEs could take rest breaks during classes scheduled to meet for 3.5 or more hours and if they did not do so it was by choice and because Defendant did not permit and authorize breaks. Finally, Plaintiff applied a further 30% discount for the LMRA preemption risk to the exposure on the Labor Code §§ 226(a), 226.2(a), and 1194 and a 50% discount for the LMRA preemption risk to the exposure on Labor Code § 204 claim because Plaintiff recognized that the Court would likely find that there is no liability on Labor Code § 204 after the CBA went into effect on August 1, 2023.

37. Plaintiff applied a 50% discount to the claims of Adjunct AEs and Reimbursement AEs for unreimbursed expenses based on Defendant's argument that Adjunct AEs and Reimbursement AEs were only required and/or expected to work remotely during a two weeks period in 2022 when there was a surge in the Omicron COVID-19 variant, and, as a result, their expenses were not necessary during the rest of the PAGA Period, and a further 30% discount to the unreimbursed expense claims of Reimbursement AEs based on the argument that while Adjunct AEs taught some online courses during the PAGA Period, other (non-faculty) employees had no reason to perform work remotely.

	Max. Penalties	515.7 Risks	Merits Risks	Preemption Risk	Realistic Penalties
§§ 226.2, 1194	\$330,500	\$142,360	\$71,180	\$49,826	\$49,826
§ 226(a), 226.2	\$330,500	\$142,360	N/A	\$99,652	\$99,652
§ 226.2, 226.7	\$88,975	\$35,590	\$17,795	N/A	\$17,795
§ 204	\$330,500	N/A	N/A	\$177,950	\$177,950
§ 203	\$101,100	\$40,440	\$20,220	\$14,154	\$14,154
§ 2802 (Adjunct AEs)	\$177,998	N/A	\$88,999	N/A	\$88,999
§ 2802 (Unreimb. AEs)	\$362,625	N/A	\$126,928	N/A	\$126,928
TOTAL	\$1,442,525				\$525,478

1 38. After applying the discounts detailed above to the “stacked” penalties, Plaintiff’s realistic
2 recovery is \$525,478 (\$398,550 based claims of Adjunct AEs and \$126,928 based on claims of the
3 Reimbursement AEs). The \$250,000 Gross Settlement represents approximately 48% of Aggrieved
4 Employees’ realistic recovery.

5 39. This is a very good result in light of Defendant’s many defenses and the fact that Plaintiff’s
6 case could have been stayed indefinitely. In a recent case, my firm prevailed on a PAGA claim at trial
7 for a class of adjunct professors, but the Court only awarded 15% of the maximum PAGA penalties even
8 though the defendant acted with “recklessness.” *See Gola v. Univ. of San Francisco*, CGC-18-565018
(Post-Trial Stmt. of Decision, July 21, 2020).

9 40. A total of approximately \$134,875.59 will be available for PAGA penalties after
10 deduction of Court-approved fees (\$100,000), costs (\$2,624.41), administration costs (up to \$5,000), and
11 Plaintiff’s settlement payment. 75% of this amount (\$101,156.69) will be paid to the LWDA; and the
12 remaining 25% (\$33,718.90) will be allocated to Aggrieved Employees as follows. Seventy-five percent
13 (75%) of the \$33,718.90 (or \$25,289.17) will be allocated to Adjunct Aggrieved Employees and 25% (or
14 \$8,429.72) will be allocated to Reimbursement Aggrieved Employees. This allocation mirrors the
15 realistic exposure on Adjunct AEs’ claims and Reimbursement AEs’ claims (*i.e.*, the realist penalties
16 based on Adjunct AEs’ claims represent approximately 75% of the total realistic exposure, and realistic
17 penalties based on Reimbursement AEs’ claims represent approximately 25% of the total realistic
18 exposure).

19 41. The average payment per Adjunct AEs is \$82.64³ and the value of each pay period is
20 \$7.11.⁴ The average payment per Reimbursement Aggrieved Employees is \$45.81;⁵ and the value of each
21 pay period is \$1.16.⁶ These are substantial payments in light of the fact that Aggrieved Employees are
22 only release claims for PAGA Penalties and no substantive Labor Code claims.

23 **The Risk, Expense, Complexity, and Likely Duration of Further Litigation**

24 42. Plaintiff recognizes that further litigation poses significant risks and would result in
25 significant additional costs and delay including further discovery, motion practice, and trial preparation.
26 Such litigation would result in significant additional out-of-pocket expenses and attorneys’ fees and could

27 ³ \$25,289.17/ 306 Adjunct Aggrieved Employees

28 ⁴ \$25,289.17/ 3,559 pay periods

⁵ \$8,429.72 / 184 Reimbursement Aggrieved Employees

⁶ \$8,429.72/ 7,254 pay period

1 delay the final outcome by several years and put Aggrieved Employees at a risk of recovering less than
2 the settlement amount, or nothing at all.

3 43. This settlement provides an early resolution of the dispute and ensures that Aggrieved
4 Employees, and the LWDA, obtain a recovery on their PAGA claims.

5 **The Extent of Discovery Completed**

6 44. As discussed above, the Parties exchanged significant formal and informal discovery in
7 aid of mediation. Plaintiff's Counsel carefully analyzed documents and data produced by Defendant,
8 requested clarification and further data and information from Defendant after receiving the initial set of
9 documents, independently investigating Plaintiff's claims by interviewing potential class members, and
10 conducting online research, and was therefore sufficiently informed as to strength and weaknesses of
11 Plaintiff's claims.

12 **Views of Experienced Counsel Support the Settlement's Reasonableness**

13 45. The Settlement is the result of extensive negotiations conducted at arm's length, with the
14 help of a skilled mediator, and informed by substantial factual and legal investigation. Throughout this
15 case, the Parties have been represented by counsel with extensive experience in California wage and hour
16 litigation. My firm has represented employees, and adjuncts professors in particular, in many class and
17 PAGA actions, and was particularly well situated to value this case and assess its risks. A copy of
18 HammondLaw's resume is attached hereto as **Exhibit 2**. Based on my experience, I consider the
19 settlement to be fair, reasonable, and adequate, and overall, a very good result. The payments to
20 individuals are significant, given that no underlying Labor Code claims are being released, and given the
21 many risks that would have confronted Plaintiff in continuing litigation.

22 **V. PLAINTIFF'S REQUESTED ATTORNEYS' FEES AND COSTS AWARD**

23 46. Plaintiff requests that the Court approve an award of attorneys' fees of \$100,000, or 40%
24 of the common fund. The requested award represents the benchmark award of one-third that courts
25 routinely award, and is well justified under the lodestar-multiplier cross-check discussed below.

26 47. Here, several factors support awarding fees at slightly above the one-third benchmark.
27 First, Plaintiff's Counsel undertook significant risk in agreeing to litigate this case and advance costs on
28 a contingency basis. Other risks on the merits are detailed above, and if the case had been unsuccessful,
counsel would have received zero compensation for their work. Second, awards of common fund fees
are important to attract competent counsel to handle complex contingency cases. Third, accepting this
litigation on a contingency basis resulted in my firm foregoing other employment. Because my firm must
maintain appropriate attorney and staff-to-case ratios, taking this case required that I turn away other fee-
generating work.

48. My firm has been awarded fees of 40% of the common fund in *Burleigh v. National University*, Case No. MSC21-00939 (Contra Costa County Superior Court) (Aug. 26, 2022) (awarding 40% of \$925,000 class settlement); *Mayton, et al. v. Konica Minolta Business Solutions USA, Inc.*, Case No. RG12657116 (Alameda County Superior Court) (June 22, 2015) (awarding 40% of a \$1,225,000 wage and hour class action settlement); and *Glover v. 20/20 Commc'ns, Inc.*, Case No. RG14748879 (Alameda County Superior Court) (Nov. 4, 2014) (awarding 46% of the PAGA settlement).

49. Moreover, Plaintiff's requested fee award is modest in light of a lodestar multiplier cross-check. As set out in detail below, my firm's lodestar is \$167,125, making the requested fee only 59.8% of lodestar. Our lodestar does not include the work that will need to be done to finalize the motion papers, file them with the Court and LWDA, prepare for and appear at the motion hearing, address any questions by the Court, and communicate with the Settlement Administrator and opposing counsel to ensure that the distribution is conducted correctly. I estimate that this will require another 20 hours of work, which means that the requested fee award will represent an even lower multiplier of our ultimate lodestar at the conclusion of the case.

50. The hours, hourly rates, and lodestar value for the staff that billed to this case, and detail of the tasks performed, are as follows:

Attorney/Timekeeper	Admission	Rate	Hours	Lodestar
Julian Hammond, Principal	2000	\$975.00	22.8	\$22,230.00
Adrian Barnes, Sr. Counsel	1997	\$825.00	7.3	\$6,022.50
Polina Brandler, Counsel	2010	\$795.00	127.5	\$101,203.50
Ari Cherniak, Associate	2011	\$695.00	54.2	\$37,669.00
TOTAL			221.8	\$167,125.00

a. **Investigation, PAGA Notices and Complaints:** 41.4 hours were spent on the initial investigation, including researching potential claims and discussing them with Plaintiff, reviewing Plaintiff's employee files and documents; drafting the PAGA Notices and the Complaints; analysis and case strategy, and other case initiation tasks. The total lodestar for time spent on these tasks is \$29,739, as follows:

Attorney/Timekeeper	Rate	Hours	Lodestar
Julian Hammond, Principal	\$975.00	2.8	\$2,730.00
Adrian Barnes, Sr. Counsel	\$825.00	1.4	\$1,155.00

Polina Brandler, Counsel	\$795.00	30.9	\$21,475.50
Ari Cherniak, Associate	\$695.00	6.3	\$4,378.50
		41.4	\$29,739.00

b. **Case Management Conference and Scheduling:** 25 hours were spent reviewing case management conference orders and minute orders, meeting and conferring with Defendant on joint status reports, drafting status reports and / or stipulations, and drafting / serving notices as directed by the Court. The total lodestar for time spent on these tasks is \$19,684.00, as follows:

Attorney/Timekeeper	Rate	Hours	Lodestar
Julian Hammond, Principal	\$975.00	2.2	\$2,145.00
Adrian Barnes, Sr. Counsel	\$825.00	1.1	\$907.50
Polina Brandler, Counsel	\$795.00	6.2	\$12,322.50
Ari Cherniak, Associate	\$695.00	15.5	\$4,309.00
		25	\$19,684.00

c. **Formal and Informal Discovery:** 53.8 hours were spent on formal discovery, including drafting Requests for Production, Special Interrogatories, Request for Admission, and Form Interrogatories; meeting and conferring with Defendant on a timetable for its formal responses;⁷ and reviewing over 800 pages of documents produced by Defendant including sample course data and pay data; meal and rest break policies; a copy of the Collective Bargaining Agreement (“CBA”) that went into effect on August 1, 2023; charts showing Antioch’s corporate structure; Antioch’s reimbursement policies; employee and faculty handbooks; sample course syllabi; sample adjunct contracts; and Plaintiff’s personnel file. The total lodestar for time spent on these tasks is \$41,273, as follows:

Attorney/Timekeeper	Rate	Hours	Lodestar
Julian Hammond, Principal	\$975.00	4.3	\$4,192.50
Adrian Barnes, Sr. Counsel	\$825.00	1.6	\$1,320.00
Polina Brandler, Counsel	\$795.00	23.2	\$19,636.50
Ari Cherniak, Associate	\$695.00	24.7	\$16,124.00
		53.8	\$41,273.00

d. **Mediation/Settlement:** 72.4 hours were spent engaging in informal discovery with Defendant; researching Defendant’s potential defenses; drafting a detailed mediation brief; and

⁷ This lodestar does not include the time spent by Plaintiff’s Counsel on drafting the motion to compel discovery responses, for which the Court awarded monetary sanctions.

1 attending a full-day mediation with Lisa Klerman. The total lodestar for time spent on these tasks is
2 \$41,197, as follows:

Attorney/Timekeeper	Rate	Hours	Lodestar
Julian Hammond, Principal	\$975.00	13.2	\$12,870.00
Adrian Barnes, Sr. Counsel	\$825.00	3.2	\$2,640.00
Polina Brandler, Counsel	\$795.00	40.8	\$32,436.00
Ari Cherniak, Associate	\$695.00	15.2	\$10,564.00
		72.4	\$58,510.00

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8 e. **Settlement Approval:** 29.3 hours were spent negotiating the details of the
9 Settlement and drafting the long form Settlement Agreement and Notice; obtaining bids from various
10 Settlement Administrators; and drafting the approval motion. The total lodestar for time spent on these
11 tasks is \$22,007.50 as follows:

Attorney/Timekeeper	Rate	Hours	Lodestar
Julian Hammond, Principal	\$975.00	0.3	\$292.50
Adrian Barnes, Sr. Counsel	\$825.00	0	\$0
Polina Brandler, Counsel	\$795.00	13.4	\$12,402.00
Ari Cherniak, Associate	\$695.00	15.6	\$9,313.00
		29.3	\$22,007.50

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17 **HOURS SPENT ON LITIGATION ARE REASONABLE**

18 51. I was responsible for managing my firm's work in the litigation. In managing the case, I
19 made every effort to litigate this matter efficiently by coordinating the work of HammondLaw attorneys,
20 minimizing duplication, and assigning tasks in a time and cost-efficient manner, based on the
21 timekeepers' experience levels and talents. In connection with the preparation of this declaration, Mr.
22 Cherniak, at my instruction, reviewed the contemporaneous time records of the attorneys who billed to
23 this matter and exercised billing judgment to delete and/or reduce certain time entries based on his
24 experience in similar lodestar calculation and billing judgment determinations in other complex cases.

25 52. In my professional judgment, there is no question that the involvement of each of the
26 attorneys in the case was necessary to provide adequate and effective representation to Plaintiff in this
27 complex litigation. The instances where multiple attorneys contributed to the same task are, in my
28 professional judgment, necessary to ensure coordination and accuracy, and to capture the particular
expertise of each attorney.

53. It is my opinion and professional judgment that the hours spent by Plaintiff's Counsel were both reasonable and necessary to the effective representation of our client and the Class. My opinion is informed by my involvement as lead counsel, and over a decade of experience in litigating many complex class and PAGA actions.

PLAINTIFF'S COUNSEL REASONABLE HOURLY RATES

54. Based on my knowledge of billing rates and practices and surveys and court decisions I have reviewed, I believe that our hourly billing rates shown in the table immediately below are consistent with the rates charged by comparable attorneys for similar class action work and complex litigation, including particular firms that regularly prosecute or defend employment class actions and other complex litigation; and that the rates we charge are reasonable for attorneys of our experience, reputation, and expertise practicing complex and class action litigation.

<u>Attorney/Timekeeper</u>	<u>Year Admitted</u>	<u>Rate</u>
Julian Hammond, Principal	2000	\$975
Adrian Barnes, Sr. Counsel	2007	\$825
Polina Brandler, Counsel	2010	\$795
Ari Cherniak, Senior Associate	2011	\$695

55. HL's current hourly rates were recently approved by Judge Susan L. Greenberg in *Fox, et al. v. Verkada, Inc.*, Case No. 23-CIV-00193 (San Mateo Superior Court) (November 8, 2024) (approving HammondLaw's 2024 rates); Judge Elihu Berle in *Fligsten et al. v Musicians Institute*, Case No. 21STCV38365 (Los Angeles County Superior Court) (August 7, 2024) (approving HammondLaw's 2024 hourly rates as reasonable and within the range of market rates that attorneys with similar levels of skill, experience and reputation for handling matters of similar complexity); Judge Elaine Lu *Peters v. Life Pacific University*, Case No. 22STCV06988 (Los Angeles County Superior Court) (April 26, 2024); Judge Howard Hopp in *Teraoka v. California Baptist University*, Case No. CVRI2201866 (Riverside County Superior Court) (March 21, 2024) (same); and Judge Lawrence Riff in *Cathers v. Mount Saint Mary's University*, Case No. CVRI2202995 (Los Angeles County Superior Court) (March 8, 2024) (same).

56. HL's slightly lower 2023 hourly rates (including \$925 for Julian Hammond, \$775 for Adrian Barnes, \$750 for Polina Brandler, and \$650 for Ari Cherniak) were recently approved in *Foster v. Embry Riddle Aeronautical University*, Case No. CVRI2202995 (Riverside County Superior Court) (February 2, 2024); *Lundgren v. Otis College of Art and Design*, Case No. 22STCV14633 (Los Angeles

1 Superior Court) (January 2, 2024); *Concentrix Solutions Corporation et al*, Case No. RG20079700
2 (Alameda County Superior Court) (November 17, 2023); *Dominguez, et al. v. All-Pro Bail Bonds, Inc.,*
3 *et al*, Case No. 21CV381890 (Santa Clara County Superior Court) (October 23, 2023); *Jackson v*
4 *University of Redlands*, Case No. CIVSB2133143 (San Bernardino County Superior Court) (September
5 18, 2023); *Brandmeier v. Columbia Southern University*, Case No. 22CV013638 (August 28, 2023);
6 *Uguccione v. California Lutheran University*, Case No. 202100560166CUOE (Ventura County Superior
7 Court) (August 23, 2023); *Harrold v California Family Health LLC*, Case No. 34-2022-00323409
8 (Sacramento County Superior Court) (August 11, 2023); *Castillo, et al. v. Holy Names University, Inc.,*
9 Case No. 22CV005286 (Alameda County Superior Court, May 2, 2023); and *Harris v. Southern New*
10 *Hampshire University*, Case No. RG21109745 (Alameda County Superior Court, May 17, 2023).

11 57. The following paragraphs summarize each attorney's qualifications and some of their
12 principal contributions to the case:

13 **a. Julian Hammond**

14 58. *Qualifications and Experience.* I have been practicing law since 2000. I was admitted as
15 a Solicitor in New South Wales in 2000. In 2002, I was admitted to the New York State Bar, and in 2002
16 I was admitted as a Barrister in New South Wales. As a Barrister, from approximately 2002 to 2008, I
17 first-chaired four cases and second-chaired at least 10 cases. I also advised high profile institutional
18 clients and advised and represented individuals and groups of individuals in a wide variety of matters,
19 including pharmaceutical product liability, oil-spill, eminent domain and other real estate matters, and
20 breach of contract. Thereafter and for the majority of my career I have represented plaintiffs in
21 employment and consumer cases. From 2008 until 2010, I worked with Ackermann & Tilajef, P.C. in
22 Los Angeles, California where I worked with employees in a number of wage and hour class actions, as
23 well as small groups of clients in sexual discrimination, FMLA discrimination, retaliation and similar
24 cases.

25 59. In 2010 I founded my firm HammondLaw, P.C. Since the founding of my firm, I have
26 been the lead or co-lead counsel in over 70 employment and consumer class actions in state and federal
27 courts in California and Washington state. I represented employees across a variety of industries and
28 have secured settlements against major players for various violations of the Labor Code. I represented
thousands of truck drivers in California, securing settlements and compensation changes going forward
against the largest trucking companies in the United States for unpaid wages and premium pay. I have
also represented employees who have worked as outsides salespersons, account executives, pet groomers,
fitness instructors, and adjunct professors.

1 60. With respect to class and PAGA actions on behalf of adjunct professors, in particular,
2 since 2016, my firm has successfully recovered over \$42 million dollars in damages and statutory and
3 civil penalties on behalf of approximately 26,500 instructors in approximately 30 class and/or PAGA
4 actions. We litigated one such wage and hour class action all the way through to trial in which the Class
5 prevailed on a wage statement claim. The judgment was recently affirmed on appeal in a published
6 decision. *See Gola v. University of San Francisco*, 90 Cal. App. 5th 548 (2023), cert. pet'n denied.

7 61. My firm was also the first firm in the country to bring cases and secure settlements
8 pursuant to the Automatic Renewal Law § 17600 *et seq.* ("ARL") and the UCL. As co-lead counsel we
9 secured a very large settlement against Apple, Inc. (the largest in the country at that time) under the ARL
10 and UCL in *Siciliano, et al. v. Apple, Inc.*, Case No. 1:13-CV-257676 (Santa Clara County Superior
11 Court, November 5, 2018) (\$16,500,000 settlement on behalf of approximately 4,000,000 consumers).
12 We also secured settlements under the ARL and the UCL in *Goldman v. Lifelock*, Case No. 1-15-cv-
13 276235 (Santa Clara County Superior Court Feb. 5, 2016) (\$2,500,000 settlement on behalf of
14 approximately 320,000 consumers); *Davis v. Birchbox Inc.*, Case No. 3:15-cv-498-BEN-BSG (S.D. Cal.
15 Oct 17, 2016) (settlement in form of Birchbox credits for approximately 150,000 consumers); *Kruger v.*
16 *Kiwi Crate*, Case No. 1-13-CV-254550 (Santa Clara County Superior Court July 2, 2015)) (claims made
17 settlements on behalf of consumers); and *Gargir v. SeaWorld Inc.*, Case No. 37-2015-00008175-CU-
18 MC-CTL (San Diego County Superior Court October 21, 2016) (\$500,000 settlement on behalf of 88,000
19 subscribers).

20 62. Among my firm's other notable achievements are the following. My firm also recently
21 secured victory on an important arbitration issue in a consumer case, which was also affirmed on appeal
22 in a published decision. *See Fisher v. MoneyGram International*, 66 Cal. App. 5th (2023). My firm was
23 appointed to and served on the Executive Committee in the MDL case titled *In re Ashley Madison*
24 *Customer Data Security Breach Litigation*, Case No. MDL 2669 (E.D. Mis. Dec. 9, 2015) (\$11.2 million
25 claims-made settlement on behalf of approximately 39 million Ashley Madison users alleging privacy
26 violation), one of four attorneys was recently appointed as Co-Lead Counsel in a data privacy case filed
27 against BetterHelp, Inc., pending in the United States District Court for the Northern District of
28 California, and our firm has secured a settlement, which is awaiting final approval, in a privacy case
against TaxAct, Inc. that is valued at approximately \$23 million.

 63. *Significant Responsibilities on this Case.* As the principal of HammondLaw I managed
every aspect of the litigation. I supervised and /or approved pleadings, reviewed and analyzed documents
gathered by our firm and produced by Defendant in formal and informal discovery, formulated case

1 strategy, reviewed and participated in the drafting of the mediation brief by commenting on the drafts
2 and suggesting substantive arguments, and was the lead negotiator in the full-day mediation session.

3 **b. Adrian Barnes**

4 64. *Qualifications and Experience.* Mr. Barnes is a recognized employment law and
5 consumer protection attorney, with over 12 years of experience. Since graduating from law school, Mr.
6 Barnes has spent the majority of his career representing the interests of employees and union members
7 in labor and employment cases. Mr. Barnes has represented clients in more than 20 arbitrations, before
8 the PERB, and before the NLRB. Mr. Barnes has also been appointed class counsel in more than 40 class
9 actions brought on behalf of employees and consumers, and has secured settlements totaling at least \$10
10 million. Mr. Barnes graduated from the University of California, Berkeley, in 2001, and from Columbia
11 Law School, in 2007, where he was a member of the *Columbia Law Review* and received Columbia's
12 Emil Schlesinger prize for excellence in labor law.

13 65. *Significant Responsibilities on this Case.* Mr. Barnes' time was spent briefly assisting
14 with the mediation process.

15 **c. Polina Brandler**

16 66. *Qualifications and Experience.* Ms. Brandler's practice has focused on wage and hour and
17 consumer class actions for over a decade. Ms. Brandler has been responsible for all facets of wage and
18 hour actions, from pre-filing investigation, discovery, and motion practice, settlement negotiations, trial,
19 appeal and/or settlement approval and successfully second chaired a class action trial against the
20 University of San Francisco. She has been certified as class counsel in more than 45 class actions,
21 including numerous wage and hour cases. She was one of the primary attorneys litigating the *Fisher v.*
22 *MoneyGram* case, which, as discussed above, resulted in an important victory for consumers on an
23 arbitration issue.

24 67. Prior to joining HammondLaw in 2012, Ms. Brandler clerked for two and a half years for
25 the Honorable Anita H. Dymant of the Appellate Division of the Los Angeles Superior Court from 2009
26 to 2012. Ms. Brandler received her B.A. in history *cum laude* from the Macaulay Honors College at the
27 City University of New York in 2005, and her J.D. from the Benjamin N. Cardozo School of Law in
28 2009. Ms. Brandler completed a year-long externship for the Hon. Sandra S. Townes (E.D.N.Y) while
in law school and assisted with the drafting of two published opinions.

68. *Significant Responsibilities on this Case.* Ms. Brandler was assigned responsibilities in all
aspects of the case, including case investigation, including interviewing Plaintiff and other aggrieved
employees, conducting legal research, drafting and/or reviewing and commenting on drafts of documents

1 drafted by other attorneys, including pleadings, the mediation brief, and the instant motion papers,
2 attending mediation, and negotiating the settlement term sheet.

3 **c. Ari Cherniak**

4 69. *Qualifications and Experience.* Mr. Cherniak joined HL in 2012. Since that time, Mr.
5 Cherniak's practice has focused on wage and hour and consumer class actions. Mr. Cherniak served as
6 class counsel in more than 50 of the firm's wage and hour class and representative actions, including
7 many wage and hour cases listed above. Mr. Cherniak received his B.S. in Philosophy *cum laude* from
8 Towson University in 2007, and his J.D. from Tulane Law School in 2011.

9 70. *Significant Responsibilities on this Case.* Mr. Cherniak was assigned responsibilities in
10 various aspects of the case as needed, including drafting discovery, including the motion to compel
11 discovery responses, drafting stipulations, case management conference statements, reviewing and
12 commenting on the mediation brief, assisting with negotiating and finalizing the Settlement Agreement
13 and assisting with the drafting of the instant motion, including compiling billing records from the firm's
14 billing records (although his time spent compiling billing records is not included in this fee motion).

15 **VI. REQUESTED COSTS ARE REASONABLE**

16 71. Plaintiff's Counsel has incurred \$2,624.41⁸ in litigation costs (including an estimated
17 \$250 in anticipated costs in connection with the filing of the instant approval motion and declaration
18 following disbursement of the PAGA funds). The costs that my firm has incurred to date consist of the
19 following:

- 20 a. Fees charged by OneLegal for filing and service: \$1,892.71
- 21 b. Fees charged by Rezac Meyer for service and courtesy copies: \$100.00
- 22 c. Filing and service fees charged by Capitol Couriers for service: \$128.00
- 23 d. LWDA PAGA submission fee: \$75.00
- 24 e. Research fees: \$178.70
- 25 f. Anticipated filing/service fees: \$250.00

26 **VII. INDIVIDUAL SETTLEMENT PAYMENT**

27 72. The request for an Individual Settlement Payment of \$7,500 to Plaintiff is reasonable and
28 fair. The Individual Settlement Payment is intended to compensate Plaintiff for the general release she
is giving Defendant, and for the critical role she played in this case as the sole lead plaintiff/representative
of the State and the time, effort, and risk she undertook in helping secure the result obtained on behalf of

⁸ The costs do not include the filing fees incurred in connection with the motion to compel discovery, which the Court ordered Defendant to pay as sanctions.

1 the aggrieved employees and the State. In agreeing to serve first as a private attorney general (and
2 initially also as a class representative), Plaintiff formally agreed to accept the responsibility of
3 representing the interests of all aggrieved employees and the State. She collected documents and
4 diligently assisted my firm in the investigation of the case and in seeking informal discovery. Plaintiff's
5 participation and assistance was critical to the success of this litigation and the enforcement of Labor
6 Code protections. Without her commitment to come forward and serve as the sole lead plaintiff, this
7 litigation, which enforces the protections of the California Labor Code, would not have been brought.
8 Plaintiff assumed the risk of being branded as "troublemakers" and blacklisted by other employers in
9 their industry.

9 **VIII. SETTLEMENT ADMINISTRATOR**

10 73. The parties have selected Simpluris, Inc. to administer this settlement. Simpluris has
11 extensive experience in the settlement administration of wage and hour class actions like this one, having
12 administered thousands of class action/PAGA settlements. Plaintiff solicited several bids from settlement
13 administrators. Simpluris provided the most competitive bid.

13 **IX. CY PRES BENEFICIARY**

14 74. The parties have designated Bet Tzedek as the cy pres beneficiary.

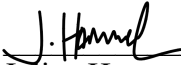
15 75. Bet Tzedek is a Los Angeles-based 501(c)(3) non-profit organization that provides free,
16 comprehensive legal services to low-income individuals, including direct representation, appellate
17 advocacy and community education regarding minimum-wage and overtime violations, employer
18 retaliation, unemployment insurance denials, and the like.

19 76. I certify that I do not and attorneys at HammondLaw do not have any connection to or
20 relationship with Bet Tzedek that could reasonably create the appearance of impropriety as between the
21 selection of the recipient of the money or thing of value and the interests of the class, nor does
22 HammondLaw.

22 **X. SUBMISSIONS TO THE LWDA**

23 77. In compliance with statutory requirements, Plaintiff has submitted a copy of the
24 Settlement Agreement, along with the copies of all filings in connection with the instant Motion, to the
25 LWDA, via its online portal.

26 I declare under penalty of perjury under the laws of the United States and the State of California
27 that the foregoing is true and correct. Executed on December 18, 2024.
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Julian Hammond

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EXHIBIT 1

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.

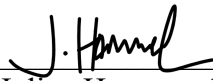
IN WITNESS WHEREOF, THE PARTIES AND THEIR RESPECTIVE COUNSEL HERETO
KNOWINGLY AND VOLUNTARILY EXECUTED SETTLEMENT AGREEMENT AS OF
THE DATE SET FORTH BELOW.

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

EXHIBIT 2

Approved California Wage and Hour Cases

- ***Fox et al v. Verkada***, Case No. 23-CIV-00193 (San Mateo County Superior Court) (October 24, 2024) (certifying HammondLaw as class counsel for \$5,907,342.70 settlement of FLSA claims, and Labor Code §§ 512, 226.7, 510, 1194, 226(a), 201-203, 2802 claims on behalf of 1,355 employees);
- ***Broersma v Platt College Los Angeles LLC***, Case No. 20STCV47502 (Los Angeles County Superior Court) (August 30, 2024) (certifying HammondLaw as co-class counsel for \$885,500 settlement of Labor Code §§ 1194, 226(a), 226.7, 510, 512, 201-203, 204, 1174, 1174.5, 2802, and 2699 claims on behalf of 731 no-exempt hourly employees);
- ***Fligsten et al. v Musicians Institute***, Case No. 21STCV38365 (Los Angeles County Superior Court) (August 7, 2024) (certifying HammondLaw as class counsel for \$900,000 settlement of Labor Code §§ 1194, 226(a), 226.7, 510, 512, 201-203, 2802, and 2699 claims on behalf of 452 instructors; and Labor Code § 2802 claims on behalf of 130 remote workers);
- ***Pahl et al. v Colorado Technical Institute, et al.***, Case No. 34-2022-00322588 (Sacramento County Superior Court) (June 28, 2024) (certifying HammondLaw as class counsel for \$900,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 201-203, 2802, and WARN Act claims on behalf of 246 adjunct instructors; and Labor Code § 2802 claims on behalf of 180 remote workers);
- ***Peters v Life Pacific University***, Case No. 22STCV06988 (Los Angeles County Superior Court) (April 26, 2024) (certifying HammondLaw as class counsel for \$138,000 settlement of Labor Code §§ 1194, 226.2, 226.7, 201-203, and 2802 claims on behalf of 61 adjunct instructors and Labor Code § 2802 claims on behalf of 137 remote workers);
- ***Teraoka v California Baptist University***, Case No. CVRI2201866 (Riverside County Superior Court) (March 21, 2024) (certifying HammondLaw as class counsel for \$99,000 settlement of Title IX claims on behalf of 361 male student athletes);
- ***Cathers v Mount Saint Mary's University***, Case No. 22STCV02491 (Los Angeles County Superior Court) (March 8, 2024) (certifying HammondLaw as co-class counsel for \$1,110,000 settlement of Labor Code § 1194, 226.2, 226.7, 226(a), 201-203, and 2802 claims on behalf of 690 adjunct instructors);
- ***Foster et al v Embry Riddle Aeronautical University***, Case No. CVRI2202995 (Riverside County Superior Court) (February 2, 2024) (certifying HammondLaw as co-class counsel for \$559,482 settlement of Labor Code § 1194, 226.2, 226.7, 226(a), 201-203, 1400, and 2802 claims on behalf of 123 part-time instructors);
- ***Serna v Gurnick Academy of Medical Arts***, Case No. 22-CIV01185 (San Mateo County Superior Court) (January 18, 2024) (Labor Code § 2699 et seq. representative action settlement for \$545,000 for violation of Labor Code §§ §§ 201-203, 226(a), 226.7, 246, 510, 512, 558, 1194, and 2802 on behalf of 884 employees);

- ***Lundgren v Otis College of Art and Design***, Case No. 22STCV14633 (Los Angeles County Superior Court) (January 2, 2024) (certifying HammondLaw as class counsel for \$990,000 settlement of Labor Code §§ 1194, 226.2, 226.7, 226(a), 201-203, and 2802 claims on behalf of 606 adjunct instructors and Labor Code § 2802 claims on behalf of 335 remote workers);
- ***Knapp et al. v. Pepperdine University***, Case No. 22STCV16736 (Los Angeles County Superior Court) (December 6, 2023) (certifying HammondLaw as class counsel for \$407,000 settlement of Labor Code § 2802 claims on behalf of 1,497 adjunct instructors);
- ***Meyer et al v Visa Inc. et al.***, Case No. CGC-21-593058 (San Francisco County Superior Court) (November 17, 2023) (certifying HammondLaw as class counsel for \$2,700,000 settlement of Labor Code § 2802 and 432.5 claims on behalf of 4,973 employees);
- ***Davila v Concentrix Solutions Corporation et al***, Case No. RG20079700 (Alameda County Superior Court) (November 17, 2023) (certifying HammondLaw as class counsel for \$385,000 settlement of Labor Code § 2802 claims on behalf of 262 employees);
- ***Dominguez, et al. v. All-Pro Bail Bonds, Inc., et al***, Case No. 21CV381890 (Santa Clara County Superior Court) (September 21, 2023) (certifying HammondLaw as Class Counsel for \$2,300,000 settlement of Civil Code § 1799.91 claims on behalf of 33,792 non-spousal co-signers of All Pro bail bond premium financing agreements);
- ***Pasno et al v Hibu, Inc.***, Case No. 22STCV01361 (Los Angeles County Superior Court) (September 27, 2023) (certifying HammondLaw as class counsel for \$140,000 settlement of Labor Code §§ 1194, 510, 226(a), 201-203, and 2802 claims on behalf of 141 sales representatives);
- ***Jackson v University of Redlands***, Case No. CIVSB2133143 (San Bernardino County Superior Court) (September 18, 2023) (certifying HammondLaw as class counsel for \$700,000 settlement of Labor Code §§ 1194 and 226(a) claims on behalf of 310 adjunct instructors and Labor Code § 2802 claims on behalf of 1,100 employees);
- ***Martinez v Knight Transportation***, Case No. 1:16-cv-01730-SKO (E.D. Cal.) (September 11, 2023) (certifying HammondLaw as co-class counsel \$400,000 settlement of Labor Code §§ 1194, 226.2, 226.7, 203, and 2802 claims on behalf of 5,648 truck drivers);
- ***Brandmeier v Columbia Southern University***, Case No. 22CV013638 (Alameda County Superior Court) (August 28, 2023) (certifying HammondLaw as class counsel for \$320,000 settlement of Labor Code §§ 201-203, 226(a)-(e), 226.2, 226.7, 1194, 510, 2802, and 2699 claims on behalf of 51 instructors);
- ***Angelina Harrold v California Family Health LLC dba California Family Fitness***, Case No. 34-2022-00323409 (Sacramento County Superior Court) (August 17, 2023) (Labor Code § 2699 et seq. representative action settlement for \$223,000 for violation of Labor Code §§ 1194, 510, 226.7, 512, 226(a), 201-203, and 2802 on behalf of 374 fitness instructors);
- ***Carr et al v Konica Minolta Business Solutions U.S.A., Inc.***, Case No. 21CV001245 (Alameda County Superior Court) (June 27, 2023) (certifying

HAMMONDLAW. P.C.

1201 Pacific Ave, Suite 600, Tacoma, WA, 98402

HammondLaw as class counsel for \$1,247,907.53 settlement of Labor Code §§ 1194, 226(a), 226.7, 510, and 201-203 claims on behalf of 269 sales representatives and Labor Code § 2802 claims on behalf of 890 other employees);

- ***Costa v. University of Antelope Valley***, Case No. 21STCV18531 (Los Angeles County Superior Court) (May 17, 2023) (Labor Code § 2699 et seq. representative action settlement for \$156,232.78 for violation of Labor Code §§ 1194, 226(a), 226.2, 226.7, 510, 512, 203, and 2802 on behalf of 55 instructors and Labor Code § 2802 claims on behalf of 54 other employees);

- ***Harris v Southern New Hampshire University***, Case No. RG21109745 (Alameda County Superior Court) (May 12, 2023) (certifying HammondLaw as co-class counsel for \$1,475,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 510 512, 201-203, and 2802 claims on behalf of 480 adjunct instructors);

- ***Castillo v Holy Names University***, Case No. HG21097245 (Alameda County Superior Court) (May 2, 2023) (certifying HammondLaw as class counsel for \$970,701.38 settlement of Labor Code §§ 226(a), 226.2, 226.7, 512, 1194, 201-203, and 2802 claims on behalf of 454 part-time instructors; Labor Code § 2802 claims on behalf of 563 other employees who worked remotely; and Labor Code § 226(a) claims on behalf of 682 employees who received inaccurate wage statements);

- ***Marantz v Laguna College of Art and Design***, Case No. 30-2021-01194814-CU-OE-CXC (Orange County Superior Court) (April 21, 2023) (certifying HammondLaw as class counsel for \$825,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, 201-203, and 2802 claims on behalf of 295 adjunct instructors; and Labor Code § 2802 claims on behalf of 191 other employees);

- ***Glor v iHeart Media + Entertainment***, Case No. 22CV005286 (Alameda County Superior Court) (February 14, 2023) (certifying HammondLaw as class counsel for \$1,220,000 settlement of Labor Code §§ 226(a), 510, 1194, and 201-203 claims on behalf of 206 account executives and Labor Code § 2802 claims on behalf of 1,154 other employees);

- ***Cassidy v Keyence Corporation of America***, Case No. 21CV382350 (Santa Clara County Superior Court) (February 8, 2023) (Labor Code § 2699 et seq. representative action settlement for \$300,000 for violation of Labor Code §§ 226(a), 512, 203, and 2802 on behalf of 151 sales representatives and Labor Code § 2802 claims on behalf of 18 other employees);

- ***Burleigh v. Brandman University***, Case No. 30-2020-01172801-CU-OE-CXC (Orange County Superior Court) (January 27, 2023) (certifying HammondLaw as class counsel for \$1,550,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, 201-203, claims on behalf of 1,757 adjunct instructors and Labor Code § 2802 claims on behalf of 555 other employees);

- ***Burleigh v. Walden University LLC and Laureate Education, Inc.***, Case No. RG21106062 (Alameda County Superior Court) (December 9, 2022) (certifying HammondLaw as co-class counsel for \$815,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, 2802, and 2699, claims on behalf of 244 adjunct instructors);

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- ***Burleigh v. National University***, Case No. MSC21-00939 (Contra Costa County Superior Court) (August 26, 2022) (certifying HammondLaw as co-class counsel for \$925,000 settlement of Labor Code § 2802 claim on behalf of 1,802 instructors);
- ***Parson v. La Sierra University***, Case No. CVRI2000104 (Riverside County Superior Court) (May 19, 2022) (certifying HammondLaw as class counsel for \$578,220 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 381 adjunct instructors and Labor Code § 2802 claims on behalf of 739 other employees);
- ***Chindamo v. Chapman University***, Case No. 30-2020-01147814-CU-OE-CXC (Orange County Superior Court) (April 15, 2022) (certifying HammondLaw as co-class counsel for \$1,150,00 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 1,374 adjunct instructors and Labor Code § 2802 claims on behalf of 4,120 other employees);
- ***Sweetland-Gil v. University of the Pacific***, Case No. STK-CV-UOE-2019-0014682 (San Joaquin County Superior Court) (March 4, 2022) (certifying HammondLaw as class counsel for \$1,800,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,100 adjunct instructors);
- ***Senese v. University of San Diego***, Case No. 37-2019-00047124-CU-OE-CTL (San Diego County Superior Court) (February 8, 2022) (certifying HammondLaw as co-class counsel for \$3,892,750 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 2,071 adjunct instructors);
- ***Solis et al. v Concordia University Irvine***, Case No. 30-2019-01114998-CU-OE-CXC (Orange County Superior Court) (February 3, 2022) (certifying HammondLaw as class counsel for \$890,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, and 2802 claims on behalf of 778 adjunct instructors);
- ***McCoy et v Legacy Education LLC***, Case No. 19STCV2792 (Los Angeles County Superior Court) (November 15, 2021) (Labor Code § 2698 et seq. representative action settlement for \$76,000 for violation of Labor Code §§ 1194, 226(a), 226.7, 512, 203, and 2802 on behalf of 31 instructors);
- ***Merlan v Alliant International University***, Case No. 37-2019-00064053-CU- OE-CTL (San Diego County Superior Court) (November 2, 2021) (certifying HammondLaw as co-class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 803 adjunct instructors);
- ***Stupar et al. v University of La Verne***, Case No. 19STCV33363 (Los Angeles County Superior Court) (October 14, 2021) (certifying HammondLaw as class counsel for \$2,450,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, and 203 claims on behalf of 1,364 adjunct instructors);
- ***Normand et al. v Loyola Marymount University***, Case No. 19STCV17953 (Los Angeles County Superior Court) (September 9, 2021) (certifying HammondLaw as class counsel for \$3,400,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,655 adjunct instructors);
- ***Veal v Point Loma Nazarene University***, Case No. 37-2019-00064165-CU-OE-CTL (San Diego County Superior Court) (August 27, 2021) (certifying HammondLaw as class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 670 adjunct instructors);

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- ***Pillow et al. v. Pepperdine University***, Case No. 19STCV33162 (Los Angeles County Superior Court) (July 28, 2021) (certifying HammondLaw as class counsel for \$940,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,547 adjunct instructors);
- ***Moore et al v Notre Dame De Namur University***, Case No. 19-CIV-04765 (San Mateo County Superior Court) (July 1, 2021) (certifying HammondLaw as class counsel for \$882,880 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 397 adjunct instructors);
- ***Mooiman et al. v Saint Mary's College of California***, Case No. C19-02092 (Contra Costa County Superior Court) (June 10, 2021) (certifying HammondLaw as class counsel for \$1,700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 760 adjunct instructors and Labor Code § 226(a) claim on behalf of 2,212 other employees);
- ***Peng v The President and Board of Trustees of Santa Clara College***, Case No. 19CV348190 (Santa Clara County Superior Court) (April 21, 2021) (certifying HammondLaw as class counsel for \$1,900,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,017 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 5,102 other employees);
- ***Morse v Fresno Pacific University***, Case No. 19-CV-04350 (Merced County Superior Court) (April 6, 2021) (certifying HammondLaw as class counsel for \$1,534,725 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 203 claims on behalf of 861 adjunct instructors);
- ***Miner, et al. v. ITT Educational Services, Inc.***, Case No. 3:16-cv-04827-VC (N.D. Cal.) (March 19, 2021) (certifying HammondLaw as class counsel for \$5,200,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 2802 claims on behalf of 1,154 adjunct instructors);
- ***Harris-Foster v. University of Phoenix***, Case No. RG19019028 (Alameda County Superior Court) (March 17, 2021) (certifying HammondLaw as class counsel for \$2,863,106 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 putative class action on behalf of 3,447 adjunct instructors);
- ***Granberry v. Azusa Pacific University***, Case No. 19STCV28949 (Los Angeles County Superior Court) (March 5, 2021) (certifying HammondLaw as class counsel for \$1,112,100 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 claims on behalf of 1,962 adjunct instructors);
- ***Ott v. California Baptist University***, Case No. RIC1904830 (Riverside County Superior Court) (January 26, 2021) (certifying HammondLaw as co-class counsel for \$700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 512 claims on behalf of 958 adjunct instructors);
- ***Pereltsvaig v. Cartus Corporation***, Case No. 19CV348335 (Santa Clara County Superior Court) (January 13, 2021) (certifying HammondLaw as class counsel in \$300,000 settlement of Labor Code §§ 226.8(a), 1194, 226(a), 226.7, 510, 512, and 2802 claims on behalf of 126 instructors);
- ***Morrison v. American National Red Cross***, Case No. 19-cv-02855-HSG (N.D. Cal.) (January 8, 2021) (certifying HammondLaw as class counsel in a \$377,000 Settlement of Labor Code §§ 1194, 226(a), 226.7, 510, 512 and 2802 claims on behalf of 377 instructors);

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- ***Brown v. Cernx***, Case No. JCCP004971 (Alameda County Superior Court) (July 14, 2020) (certifying HammondLaw as co-class counsel in \$350,000 settlement of Labor Code §§ 1194, 226, 226.7, 510, 512, and 2802 claims on behalf of 309 couriers);
- ***Stempien v. DeVry University***, Case No. RG19002623 (Alameda County Superior Court) (June 30, 2020) (certifying HammondLaw as class counsel for \$1,364,880 settlement Labor Code §§ 1194, 226, 226.2, 226.7, and 2802 claims on behalf of 498 adjunct instructors);
- ***McCoy v. Concorde.***, Case No. 30-2017-00936359-CU-OE-CXC (Orange County Superior Court.) (July 2, 2019) (certifying HammondLaw as class counsel for \$2,500,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 putative claims on behalf of 636 adjunct instructors);
- ***Hogue v. YRC***, Case No. 5:16-cv-01338 (C.D. Cal.) (June 24, 2019) (certifying HammondLaw as co-class counsel for \$700,000 settlement of Labor Code §§ 1194, 226.2, 226.7, and 2802 claims on behalf of 225 truck drivers);^[1]
- ***Sands v. Gold's Gym***, Case No. BC660124 (Los Angeles Alameda County Superior Court)(March 20, 2019) (Labor Code § 2698 *et seq.* representative action settlement for \$125,000 for violation of Labor Code § 1194, 2802 and 246 *et seq.* claims on behalf of 106 fitness instructors);
- ***Garcia v. CSU Fullerton.***, Case No. 30-2017-00912195-CU-OE-CXC (Orange County Superior Court) (February 15, 2019) (certifying HammondLaw as class counsel for \$330,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 claims on behalf of 127 adjunct instructors);
- ***Pereltsvaig v. Stanford***, Case No. 17-CV-311521 (Santa Clara County Superior Court) (January 4, 2019) (certifying HammondLaw as class counsel for \$886,890 settlement of Labor Code §§ 1194, 226, 226.7, 512, 2802 and 2699 claims on behalf of 398 adjunct instructors);
- ***Moss et al. v. USF Reddaway, Inc.***, Case No. 5:15-cv-01541 (C.D. Cal.) (July 25, 2018) (certifying HammondLaw as co-class counsel for \$2,950,000 settlement of Labor Code §§ 1194, 226, 226.7, and 201-203 claims on behalf of 538 truck drivers);
- ***Beckman v. YMCA of Greater Long Beach***, Case No. BC655840 (Los Angeles County Superior Court) (June 26, 2018) (Labor Code § 2698 *et seq.* representative action settlement for \$92,500 for violation of Labor Code § 1194 and 226(a) claims on behalf of 101 fitness instructors);
- ***Maldonado v. Heavy Weight Transport, Inc.***, Case No. 2:16-cv-08838 (C.D. Cal.) (December 11, 2017) (certifying HammondLaw as co-class counsel for \$340,000 settlement of Labor Code §§ 1194, 226, 226.2, 226.7, 226, 201-203, and 2699 claims on behalf of 160 truck drivers);
- ***Hillman v. Kaplan***, Case No. 34-2017-00208078 (Sacramento County Superior Court) (December 7, 2017) (certifying HammondLaw as class counsel for \$1,500,000 settlement of Labor Code §§ 1194, 226, 226.7, 201-203 and 2802 claims on behalf of 506 instructors);
- ***Bender et al. v. Mr. Copy, Inc.***, Case No. 30-2015-00824068-CU-OE-CXC (Orange County Superior Court) (October 13, 2017) (certifying HammondLaw as

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co-class counsel for \$695,000 settlement of Labor Code §2802 claims on behalf of approximately 250 outside sales representatives);

- ***Rios v. SoCal Office Technologies***, Case No. CIVDS1703071 (San Bernardino County Superior Court) (September 6, 2017) (certifying HammondLaw as co-class counsel for \$495,000 settlement of Labor Code §2802 claims on behalf of approximately 180 outside sales representatives);
- ***Russell v. Young's Commercial Transfer, Inc.***, Case No. PCU265656 (Tulare County Superior Court) (June 19, 2017) (certifying HammondLaw as co-class counsel for \$561,304 settlement of Labor Code §§ 1194, 226, 226.2, and 201-203 claims on behalf of 962 truck drivers);
- ***Keyes v. Valley Farm Transport, Inc.***, Case No. FCS046361 (Solano County Superior Court) (May 23, 2017) (certifying HammondLaw as co-class counsel for \$497,000 settlement of Labor Code § 226, 1194, 512 and 2698 *et seq.* claims on behalf of 316 truck drivers);
- ***Numi v. Interstate Distributor Co.***, Case No. RG15778541 (Alameda County Superior Court) (March 6, 2017) (certifying HammondLaw as co-class counsel for \$1,300,000 settlement of Labor Code §§ 1194, 226.2 and 2802 claims on behalf of approximately 1,000 truck drivers);
- ***Keyes v. Vitek, Inc.***, Case No. 2016-00189609 (Sacramento County Superior Court) (February 17, 2017) (\$102,000 settlement of PAGA representative action for violation of Labor Code § 226.8 on behalf of 90 truck drivers);
- ***Martinez v. Estes West dba G.I. Trucking, Inc.***, Case. BC587052 (Los Angeles County Superior Court) (April 4, 2017) (certifying HammondLaw as co-class counsel for \$425,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 156 truck drivers);
- ***Sansinena v. Gazelle Transport Inc.***, Case No. S1500-CV- No 283400 (Kern County Superior Court) (December 8, 2016) (certifying HammondLaw as co-class counsel for \$264,966 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 314 truck drivers);
- ***Cruz v. Blackbelt Enterprises, Inc.***, Case No. 39-2015-00327914-CU-OE-STK (San Joaquin County Superior Court) (September 22, 2016) (certifying HammondLaw as co-class counsel for \$250,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 79 truck drivers);
- ***Araiza et al. v. The Scotts Company, L.L.C.***, Case No. BC570350 (Los Angeles County Superior Court) (September 19, 2016) (certifying HammondLaw as co-class counsel for \$925,000 settlement of Labor Code §226, 510, 512 and 2802 claims on behalf of approximately 570 merchandisers; and Labor Code 226(a) claims on behalf of approximately 120 other employees);
- ***Dixon v. Hearst Television, Inc.***, Case No. 15CV000127 (Monterey County Superior Court) (September 15, 2016) (certifying HammondLaw as class counsel for a \$432,870 settlement of Labor Code § 2802 claims on behalf of approximately 55 outside sales representatives);
- ***Garcia et al. v. Zoom Imaging Solutions, Inc.*** SCV0035770 (Placer County Superior Court) (September 8, 2016) (certifying HammondLaw as co-class counsel for \$750,000 settlement of Labor Code § 510, 512, 1194 and 2802 claims on behalf of approximately 160 sales representatives and service technicians);

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- ***O’Beirne et al. v. Copier Source, Inc. dba Image Source***, Case No. 30-2015-00801066-CU-OE-CXC (Orange County Superior Court) (September 8, 2016) (certifying HammondLaw as co-class counsel for \$393,300 settlement of Labor Code § 2802 claims on behalf of approximately 132 outside sales representatives);
- ***Mead v. Pan-Pacific Petroleum Company, Inc.***, Case No. BC555887 (Los Angeles County Superior Court) (August 30, 2016) (certifying HammondLaw as co-class counsel for \$450,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 172 truck drivers);
- ***Lange v. Ricoh Americas Corporation***, Case No. RG136812710 (Alameda County Superior Court) (August 5, 2016) (certifying HammondLaw as co-class counsel for \$1,887,060 settlement of Labor Code § 2802 claims on behalf of approximately 550 sales representatives);
- ***Alcazar v. US Foods, Inc. dba US Foodservice***, Case No. BC567664 (Los Angeles County Superior Court) (March 18, 2016) (certifying HammondLaw as co-class counsel for a \$475,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 634 truck drivers);
- ***Harris v. Toyota Logistics***, Case No. C 15-00217 (Contra Costa County Superior Court) (February 9, 2016) (certifying HammondLaw as co-class counsel for \$550,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims reached on behalf of approximately truck 125 drivers);
- ***Albanez v. Premium Retail Services Inc.***, Case No. RG1577982 (Alameda County Superior Court) (January 29, 2016) (Private Attorney General Act Settlement for \$275,000 on behalf of approximately 38 employees);
- ***Garcia et al v. Sysco Los Angeles, et al.***, Case No. BC560274 (Los Angeles County Superior Court) (November 12, 2015) (certifying HammondLaw as co-class counsel for a \$325,000 settlement on behalf of approximately 500 truck drivers);
- ***Cooper et al. v. Savage Services Corporation, Inc.***, Case No. BC578990 (Los Angeles County Superior Court) (October 19, 2015)(certifying HammondLaw as co-class counsel for \$295,000 settlement on behalf of approximately 115 truck drivers);
- ***Gallardo et al. v. Canon Solutions America, Inc.***, Case No. CIVDSS1500375 (San Bernardino County Superior Court) (August 5, 2015) (certifying HammondLaw as co-class counsel for \$750,000 settlement of Labor Code § 2802 claims on behalf for approximately 320 outside sales representatives);
- ***Glover v. 20/20 Companies, Inc.***, Case No. RG14748879 (Alameda County Superior Court) (August 3, 2015) (Private Attorney General Act Settlement for \$475,000 on behalf of approximately 273 independent contractors);
- ***Mayton et al v. Konica Minolta Business Solutions USA, Inc.***, Case No. RG12657116 (Alameda County Superior Court) (June 22, 2015) (certifying HammondLaw as co-class counsel for \$1,225,000 settlement of Labor Code § 2802 claims on behalf for approximately 620 outside sales representatives);
- ***Garza, et al. v. Regal Wine Company, Inc. & Regal III, LLC***, Case No. RG12657199 (Alameda County Superior Court) (February 21, 2014) (certifying

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HammondLaw as class counsel for \$1.7 million settlement on behalf of approximately 317 employees);

- ***Moy, et al. v. Young's Market Co., Inc.***, Case No. 30-2011-00467109- CU-OE-CXC (Orange County Superior Court) (November 8, 2013) (certifying HammondLaw as co-class counsel for \$2.3 million settlement of Labor Code § 2802 claims on behalf of approximately 575 sales representatives);
- ***Gagner v. Southern Wine & Spirits of America, Inc.***, Case No. 3:10-cv-10-04405 JSW (N.D. Cal.) (December 11, 2012) (certifying HammondLaw as co-class counsel for \$3.5 million settlement of Labor Code § 2802 claims reached on behalf of approximately 870 sales representatives);
- ***Downs, et al. v. US Foods, Inc. dba US Foodservice***, Case No. 3:10-cv-02163 EMC (N.D. Cal.) (September 12, 2012) (certifying HammondLaw as co-class counsel for \$3 million settlement of Labor Code § 2802 claims reached on behalf of approximately 950 truck drivers)

Approved Consumer Cases

- ***Rodriguez v River City Bank***, Case No. 1-13-cv-257676 (Sacramento County Superior Court) (October 26, 2022) (approving \$140,000 settlement of Cal. Bus. Prof. Code §§ 17200, Civil Code § 1798.80 and 1798.100 claims on behalf of 16,417 River City Bank customers);
- ***Siciliano et al. v. Apple***, Case No. 1-13-cv-257676 (Santa Clara County Superior Court) (November 2, 2018) (approving \$16,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 3.9 million California subscribers to Apple InApp subscriptions);
- ***In re Ashley Madison Customer Data Security Breach Litigation***, Case No. 4:15-cv- 02669 JAR (E.D. Mis.) (November 20, 2017) (HammondLaw appointed to the executive committee in \$11.2 million settlement on behalf of 39 million subscribers to ashleymadison.com whose information was compromised in the Ashley Madison data breach);
- ***Gargir v. SeaWorld Inc.***, Case No. 37-2015-00008175-CU-MC-CTL (San Diego County Superior Court) (October 21, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims class action on behalf of 88,000 subscribers to SeaWorld's annual park passes);
- ***Davis v. Birchbox, Inc.***, Case No. 3:15-cv-00498-BEN-BGS (S.D. Cal.) (October 14, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$1,572,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 149,000 subscribers to Birchbox's memberships);
- ***Goldman v. LifeLock, Inc.*** Case No. 1-15-cv-276235 (Santa Clara County Superior Court) (February 5, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$2,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 300,000 California subscribers to Lifelock's identity protection programs)

Approved Washington State Wage and Hour Cases

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- ***Clever v Weyerhaeuser***, Case No. 23-2-13734-5 (King County Superior Court) (September 27, 2024)(certifying HammondLaw as class counsel for \$114,712,50 settlement of Seattle Municipal Code § 14.20, *et seq* claims on behalf of approximately 127 employees);
- ***Rector v Egencia***, Case No. 23-2-11362-4 (King County Superior Court) (September 20, 2024)(certifying HammondLaw as class counsel for \$69,500 settlement of Seattle Municipal Code § 14.20, *et seq* claims on behalf of approximately 84 employees);
- ***Stone v Interstate Distributor Co.***, Case No. 15-2-14612-3 (Pierce County Superior Court) (July 24, 2020)(certifying HammondLaw as co-class counsel for \$885,000 settlement of Washington Minimum Wage Act claims behalf of approximately 867 truck drivers);
- ***Smith et al. v T-W Transport, Inc.***, Case No. 17-2-02864-3 (Spokane County Superior Court) (December 13, 2019) (certifying HammondLaw as co-class counsel for \$1,375,000 settlement of Washington Minimum Wage Act claims behalf of approximately 1,221 truck drivers);
- ***Newton v Oak Harbor Freight Lines***, Case No. 16-12-11137-8 (November 8, 2019)(certifying HammondLaw as co-class counsel for \$65,000 settlement of Washington Minimum Wage Act claims behalf of approximately 41 truck drivers);
- ***Hedglin v. Swift Transportation Company of Arizona, L.L.C.***, Case No. 3:16-cv-05127-RJB (W.D. WA – Tacoma) (July 8, 2019) (certifying HammondLaw as co-class counsel for \$2,490,000 settlement of Washington Minimum Wage Act claims behalf of approximately 2,784 truck drivers)
- ***Lepine v. Petsmart, Inc.***, Case No. 3:17-cv-05488-BHS (W.D. WA – Tacoma) (February 25, 2019) (certifying HammondLaw as co-class counsel for \$700,000 settlement of Washington Minimum Wage Act claims on behalf of approximately 424 pet groomers);
- ***Lepine v. Petco Animal Supplies Stores, Inc.***, Case No. 3:17-cv-05483-RBL (W.D. WA- Tacoma) (November 9, 2018) (certifying HammondLaw as co-class counsel for \$700,000 settlement of Washington Minimum Wage Act claims on behalf of approximately 911 pet groomers);
- ***Kidwell v. Haney Truck Line***, Case No. 16-2-0488 (Thurston County Superior Court) (May 4, 2018) (certifying HammondLaw as co-class counsel for \$277,500 settlement of Washington Minimum Wage Act claims behalf of approximately 466 truck drivers)
- ***McMakin v. Dominos***, Case No. 16-2-20655-7 (King County Superior Court) (June 2, 2017) (certifying HammondLaw as co-class counsel for \$177,000 settlement of Washington Minimum Wage Act claims behalf of approximately 77 truck drivers);
- ***Eilerman v. McLane Company Inc.***, Case No. 3:16-cv-05303-BHS (W.D. WA – Tacoma) (May 17, 2017) (certifying HammondLaw as co-class counsel for \$775,000 settlement of Washington Minimum Wage Act claims behalf of approximately 251 truck drivers)