

MEMORANDUM OF UNDERSTANDING RE CLASS ACTION SETTLEMENT

Victor Rangel v. President and Board of Trustees of Santa Clara College
(Santa Clara County Superior Court, Case No. 23CV413920)

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1. **Gross Settlement Amount (“GSA”)**: \$3,650,000 paid 60 days after final approval.
 2. **Net Settlement Amount (“NSA”)**: Attorneys’ fees, costs, class representative enhancement award, LWDA payment, and settlement administration costs will be deducted from the GSA to calculate the Net Settlement Amount (NSA) to be distributed to the class.
 3. **No Reversion, No Claims Made**: There will be no reversion to Defendants and no claims process for Class Members to receive payment.
 4. **Release**: All Class Members who do not opt out of the Settlement will be bound by a release of all claims alleged or could have been alleged based on the facts alleged in the operative complaint, which arose during the Class Period. The named Plaintiff will sign a Civil Code 1542 general release.
 5. **Settlement Class**: The settlement class will consist of all non-exempt employees employed by Defendant in California at any time between October 3, 2018 through January 31, 2025 (“Class Period”).
 6. **Net Settlement Fund Designation/Characterization of Settlement Payments to Class**: 20% wages, 80% penalties and interest.
 7. **Enhancement Award**: Non-opposition to request for \$15,000 for Plaintiff. Any portion of the Enhancement Awards allocation not approved by the court will revert to participating class members.
 8. **Employer's Share of Payroll Taxes**: Defendant’s share of payroll taxes will be paid by Defendants separate from and in addition to the GSA.
 9. **Uncashed or Returned Checks**: Funds from uncashed or returned checks will be distributed to a cy pres chosen by the parties or the State Controller Unclaimed Property Fund.
 10. **Settlement Administration Costs**: Non-opposition to request for reimbursement for the settlement administrator’s costs, which will be paid from the GSA. Any unused funds of this cost allocation will revert to participating class members.
 11. **Attorney’s Fees**: Non-opposition to request for attorney’s fees of up to one-third of the GSA. Any portion of the fee allocation not approved by the court will revert to participating class members.
 12. **Costs**: Non-opposition to request for reimbursement for Plaintiff’s litigation costs, which will be paid from the GSA. Any unused funds of this cost allocation will revert to participating class members.

13. **Payment to LWDA:** The parties allocate \$50,000 to settlement of PAGA claims, 75% of which shall be paid to the California Labor & Workforce Development Agency (“LWDA”) and 25% of which shall be distributed to the PAGA Employees.
14. **Settlement Distribution to Class Members:** Class member settlement shares will be calculated pro rata based on the workweeks per class member during the class period.
15. **Pro Rata Increase:** If the number of workweeks exceeds 122,306 by more than 10%, Defendant has the option of either increasing the gross settlement amount by the same percentage above 10% that the actual number of workweeks exceeds 122,306 or ending the class and PAGA periods and release periods as of the date the actual number of workweeks exceeds 122,306 by 10%.
16. **Enforceability:** The Parties intend to enter into a more formal “long form” agreement not inconsistent with the terms of this MOU within 30 days of the date of execution of this MOU, but if they fail to execute a more formal agreement, this MOU will be final, binding and enforceable pursuant to California Code of Civil Procedure section 664.6.
17. **Drafting of Long-Form Settlement Agreement and Preliminary Approval Papers:** Plaintiffs’ counsel will draft the long-form settlement agreement. Plaintiffs’ counsel will draft the motion for preliminary approval and motion for final approval.

Dated: 3/3/25

PLAINTIFF

DocuSigned by:

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Victor Rangel

Dated: March 5, 2025 | 6:33 PM PST

DEFENDANT

Signed by:

By: Julie Sullivan - President
Santa Clara University

Dated: _____

AEGIS LAW FIRM, PC

Kashif Haque
Jessica Campbell
Alexander G.L. Davies
Attorneys for Plaintiff

Dated: _____

GORDON REES SCULLY
MANSUKHANI, LLP

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Dated: _____

PLAINTIFF

Victor Rangel

Dated: March 6, 2025 | 4:20 PM PST

DEFENDANT

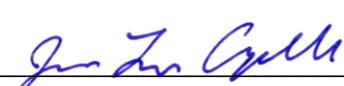
Signed by:

Wilson Garone

By: Wilson Garone

Vice President for Finance and Administration
Santa Clara University
AEGIS LAW FIRM, PC

Dated: March 3, 2025


Kashif Haque
Jessica Campbell
Alexander G.L. Davies
Attorneys for Plaintiff

Dated: March 5, 2025

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MANSUKHANI, LLP



Sara A. Moore
Elizabeth L. Christie
Attorneys for Defendant