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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

AARICA BRITTANY, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

FOLLETT HIGHER EDUCATION
GROUP, LLC; FOLLETT HIGHER ED
GROUP, LTD; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 23STCV21385

*Assigned for All Purposes to:
Judge Peter A. Hernandez
Dept. K*

**DECLARATION OF KRISTY R.
CONNOLLY IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Kristy R. Connolly, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am an associate with Aegis Law Firm, PC (“Aegis”), counsel for Plaintiff Aarica
4 Brittany (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge
5 of all of the facts set forth herein.

6 2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval
7 of Class Action Settlement. If called as a witness, I could and would competently testify thereto.

8 **Case History**

9 3. On June 16, 2023, Plaintiff’s counsel provided written notice to the LWDA and
10 Defendant regarding Defendant’s alleged Labor Code violations, as required by Lab. Code §
11 2699.3(a). The LWDA did not respond to this notice, indicating it did not intend to investigate, thus
12 allowing Plaintiff to bring a PAGA claim against Defendant.

13 4. On June 16, 2023, Plaintiff filed a class action on behalf of Defendants’ non-exempt
14 employees, which Defendant removed to the United States District Court on August 11, 2023 (the
15 “Federal Court Action”). Plaintiff alleged the following causes of action: (1) failure to pay
16 minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure
17 to permit rest breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate
18 wage statements; (7) failure to timely pay wages during employment; (8) failure to pay all wages
19 due upon separation of employment; and (9) violation of Business and Professions Code § 17200,
20 *et seq.*, based on the preceding claims.

21 5. While the class action was pending in federal court, Plaintiff filed this separate
22 action as a PAGA-only case in the Superior Court of California (the “State Court Action”).

23 6. In the Federal Court Action, the Parties engaged in significant formal discovery.
24 Both Parties served and responded to Interrogatories and Requests for Production of Documents.
25 Through formal discovery, Defendant produced a significant amount of documents and
26 information, including Plaintiff’s personnel file, relevant policy documents, and class members’
27 timekeeping and pay records. Defendant also took Plaintiff’s deposition on October 9 and 16, 2023.

1 7. After formal discovery and engaging in numerous discussions between the Parties’
2 attorneys, the Parties agreed to attend a private mediation session. To prepare for mediation,
3 Plaintiff’s counsel worked with experts to analyze time-keeping and payroll data related to the
4 claims in order to evaluate the potential damages and penalties.

5 8. On March 25, 2024, the Parties attended private mediation with Kristen Rizzo, a
6 respected wage and hour mediator. The action did not settle at mediation. However, the Parties
7 continued to work with the mediator and eventually attended a second mediation with Ms. Rizzo
8 on April 24, 2024. After a full day of negotiating, the mediator made a mediator’s proposal, which
9 was eventually accepted by the Parties. The Parties spent the next month negotiating the terms of
10 the Settlement, which was finalized in May of 2024. The negotiations were adversarial, conducted
11 at arm’s length and tempered by the efforts of both sides to serve the interests of their clients.

12 9. Pursuant to the terms of the Settlement, the Parties stipulated to stay the Federal
13 Court Action pending approval of the Settlement in the State Court Action before this Court. To
14 that end, the Parties agreed that Plaintiff would file a First Amended Complaint in the State Court
15 Action to allege the class claims asserted in the Federal Court Action. Plaintiff’s First Amended
16 Complaint was filed on May 23, 2024.

17 10. On June 6, 2024, Plaintiff submitted the Settlement and this Motion to the LWDA
18 pursuant to Lab. Code § 2699(1)(2).

19 11. Defendant’s records show the Class consists of approximately 4,700 individuals,
20 making joinder of all Class Members impracticable. Further, the Class is readily ascertainable
21 from Defendant’s business records because all Class Members are current or former employees
22 of Defendant.

23 12. Plaintiff alleged that Defendant maintained uniform employment policies and/or
24 practices that illegally deprived Class Members of lawful wages, meal periods, rest breaks,
25 reimbursements, accurate wage statements, and waiting time pay. Plaintiff’s allegations present
26 common legal and factual questions of, *inter alia*, whether Defendant applied the same scheduling,
27 timekeeping, reimbursement, compensation, meal period, and rest break policies to all Class
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Members; whether these policies and practices resulted in Labor Code violations; whether Defendant's conduct was intentional; and whether Class Members are entitled to penalties. These common questions could be resolved using Class Members' schedules, time punches, and payroll records, Defendant's corporate representative's testimony, written communications between Defendant and Class Members, and Class Member declarations.

13. Plaintiff alleges that she and other Class Members were employed by Defendant and injured by Defendant's common wage and hour policies and practices, including Defendant's scheduling, timekeeping, compensation, meal period, and rest break practices and policies. Through documents and information exchanged in formal discovery, including Plaintiff's depositions, Plaintiff confirmed that these common policies and practices similarly affected Plaintiff and the Class. Further, Plaintiff's Counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each of the claims meriting reductions in the likely recovery at trial. Plaintiff's Counsel fully understood the strengths and weaknesses of the claims before the Parties reached a settlement.

14. Plaintiff contend that her claims are based on Defendant's common, class-wide policies and procedures, and that liability could be determined on a class-wide basis without dependence on individual assessments of liability

Exposure Analysis

15. While Plaintiff and her counsel believed and continue to believe this is a strong case for certification, the significant risks and expenses associated with class certification and liability proceedings must be taken into account.

16. In determining whether the amount offered in settlement was reasonable, Plaintiff's Counsel weighed that figure against many risk factors. Although the amount of the Class' maximum potential damages – if proven – is substantial, legitimate and serious risks compelled a considerable discount for settlement.

17. Plaintiff's Counsel calculated Defendants' total potential exposure assuming Plaintiff prevailed on all aspects of her claims at trial, but weighed that value against the chance

1 of succeeding at class certification and trial. If Plaintiff continued to prosecute the claims rather
2 than accept a settlement, Plaintiff would have faced deadlines to file a motion for class
3 certification, had to have engaged in more formal written discovery and taken depositions,
4 expended time and resources to resolve disputes, prepared and filed potential dispositive motions
5 and/or discovery motions, and engaged in extensive trial preparation. An adverse ruling at any
6 one of these stages could have prevented the Class from obtaining any recovery

7 18. Plaintiff's minimum wage and overtime claims were premised on the theory that
8 Defendant failed to compensate class members for all time worked, by requiring them to conduct
9 temperature checks and health screenings prior to clocking in for work and complete bag security
10 checks after clocking out for work. Assuming unpaid wages of three minutes per shift, Plaintiff's
11 expert calculated a maximum exposure of \$429,862. However, because any time spent
12 completing the Covid-19 screenings and bag checks was not recorded, this theory would be
13 largely dependent on competing testimonial evidence about Defendants' practices. Plaintiff
14 would need supportive testimony through depositions and declarations (which will likely be
15 countered with Defendants' own testimony received by Class Members) to support that wages
16 were unpaid under these theories in every pay period. The reliance on supportive testimony
17 through depositions and declarations renders the value of this claim uncertain. Furthermore,
18 Defendant provided evidence that they added 1 minute Class Members' pay for undergoing
19 temperature screenings, thereby reducing the potential estimated damages. As such, Plaintiff
20 assumed there was a 70% chance of success at class certification and 30% chance of success on
21 the merits at trial, rendering the claim worth approximately \$90,271.

22 19. Plaintiff's meal period claim was potentially worth about \$154,118 in light of the
23 violations shown in the records. However, Defendant argued that they maintained compliant
24 written policies and that employees could waive their meal periods. Further, they provided
25 evidence that they paid a significant amount of meal period premiums. Thus, Plaintiff discounted
26 this claim for the risk that the damages could at least be reduced, and that the claim would be
27 hard to certify with a compliant policy and the existence of written meal period waivers. As such,
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1 Plaintiff's counsel believed there was a 40% chance succeeding at class certification and a 20%
2 chance at trial, resulting in a value of \$12,329.

3 20. Plaintiff alleged Defendants failed to provide rest breaks at the required intervals
4 due a rest break policy that only authorized rest breaks in four-hour increments rather than "major
5 fractions thereof." If Plaintiffs could prove a 100% violation rate for each shift between 6-8 hours
6 and 10-12 hours, then damages could reach up to \$2,512,735. However, Defendant argued that
7 despite the written policy, it complied with its obligations to provide rest breaks that employees
8 could waive their rest breaks, making liability difficult to prove. As such, this claim would have
9 relied on Class Member testimony, making it a riskier claim at the liability stages. As such,
10 Plaintiff's counsel believed there was a 70% chance succeeding at class certification and a 30%
11 chance at trial, resulting in a value of \$527,674.

12 21. Plaintiff argued that Class Members were not reimbursed for expenses related to
13 personal vehicles. Specifically, Plaintiff alleged that she was required to use her personal vehicle
14 to drive to special events for work. Plaintiff's expert calculated unreimbursed business expenses
15 to be valued at around \$1,442,700 assuming \$30 of unreimbursed expenses per month. However,
16 Defendant argued that it maintained a policy and practice permitting class members to seek
17 reimbursement of business expenses and that class members were offered other modes of
18 transportation to use in place of their personal vehicles. Further, even if class members did resort
19 to their personal vehicles for work, there is no source of common proof as to who incurred
20 expenses, whether those expenses were necessary in light of the other transportation offered, and
21 whether they sought reimbursement, making the claim difficult to prove at trial. Plaintiff's
22 counsel believed there was a 20% chance succeeding at class certification and a 10% chance at
23 trial, resulting in a value of \$28,854.

24 22. Plaintiff's Counsel also considered the arguable presence of derivative waiting time
25 and wage statement penalties, and weighed the potential recoveries against probable defenses.
26 Specifically, Defendants could argue that Plaintiff could not prove the "willful" prong needed to
27 obtain waiting time penalties under Labor Code § 203. Additionally, Plaintiff considered the fact
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1 that Defendant could argue that Plaintiff could not show that Class Members suffered an “injury”
2 because of the wage statement violations, as required by Labor Code section 226. Plaintiff would
3 also have to overcome damaging precedent to prove the Class deserved penalties. *See, e.g., Alonzo*
4 *v. Maximum, Inc.*, 832 F. Supp. 2d 1122, 1134-1137 (C.D. Cal. 2011)(finding insufficient evidence
5 of bad faith or actual injury). Moreover, Plaintiff would not recover these derivative penalties if she
6 failed to prove the underlying claims. Thus, although the waiting time and wage statement penalties
7 could have reached \$5.19 million and 6.08 million, respectively, if Plaintiff prevailed, Plaintiff
8 discounted this claims assuming a 40% chance of class certification and 30% chance at the merits,
9 resulting in a realistic value of \$623,292 and \$730,398, respectively.

10 23. The PAGA claim presented even higher hurdles. Although Plaintiff’s Counsel
11 found Defendants’ exposure could potentially reach approximately \$2,482,900 under Lab. Code
12 § 2699(f), assuming the initial penalty rate of \$100 for each pay period, Plaintiff would have to
13 prove a violation in every pay period. Most importantly, the Court would have discretion to
14 reduce the PAGA award based on whether the amount of the award would be “unjust, arbitrary
15 and oppressive, or confiscatory.” Lab. Code § 2699(e)(2). In theory, the Court could reduce the
16 award by 99% if it so wished, especially in light of Defendant’s compensation practices of adding
17 a minute to Class Members time worked for health screenings and the high number of meal period
18 premiums paid to the Class. Plaintiff was doubtful she could recover any PAGA penalties,
19 especially if a large class judgment was entered for the same violations. Accordingly, Plaintiff
20 could not place a high value on the PAGA penalties, and therefore allocated \$50,000 of the Gross
21 Settlement Amount to settle these claims.

22 Service Award

23 24. Plaintiff had the option to pursue her claims individually, but instead chose to
24 pursue this class action, delaying individual recovery until approval of a class action settlement.
25 Throughout the case, Plaintiff assisted counsel in gathering the evidence necessary to prosecute
26 the class claims, responding to written discovery and sitting for depositions, maintained regular
27 contact with counsel, was available on the two full days of mediation and communicated with
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1 their attorneys during the days of mediation to answer critical questions, and reviewed the
2 Settlement to make sure it was fair to the Class. None of the other 4,700 Class Members had
3 shown any interest in bearing the expense and burden of litigating their own claims. No action
4 would likely have been taken by Class Members individually, and no compensation would have
5 been recovered for them, but for Plaintiff's services on behalf of the Class.

6 25. The amount of Plaintiff's requested Service Award was not negotiated until after
7 the Parties agreed to the Gross Settlement Amount and many other terms.

8 26. At the final approval stage, Plaintiff will further support the request for an
9 Incentive Award by a declaration that addresses the factors for the award.

10 **Counsel's Qualifications**

11 27. Aegis Law Firm prosecutes wage and hour cases, including class actions on behalf
12 of employees and others who have had their rights violated. Aegis, either on its own, or with co-
13 counsel is currently serving as plaintiffs' counsel of record in dozens of wage and hour and
14 employment class action cases pending in both state and federal court.

15 28. The attorneys working on this case have been appointed class counsel in many
16 cases, through both contested motions and settlement approval motions.

17 29. Aegis has litigated and successfully resolved many wage and hour class action
18 cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g.,*
19 *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No. RIC1706458 (class
20 certification granted on December 17, 2020 for all current and former non-exempt workers' on
21 issues of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San Bernardino
22 Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019, for
23 factory workers on issues of rounding, automatic deduction of first meal period, and second meal
24 period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States District Court Central
25 District of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant
26 workers' rest period claims); *Sawyer v. Retail Data, LLC*, Orange County Superior Court, Case
27 No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for piece rate workers);
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1 *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County Superior Court, Case No. CIV
2 DS1504287 (unpaid wages, meal period and rest break claims for non-exempt employees);
3 *Antoine v. Riverstone Residential California, Inc., et. al*, Sacramento County Superior Court,
4 Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break, and
5 expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange
6 County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and
7 unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior
8 Court, Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center
9 employees); *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case
10 No. BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital
11 workers); *Durroh v. East West Bank*, Los Angeles County Superior Court, Case No. BC528860
12 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *O'Brien*
13 *et al. v. Pizza Hut of Southeast Kansas, Inc. et al.*, Riverside County Superior Court, Case No
14 MCC 1301030 (meal period and expense reimbursement claims for delivery drivers); *Bell v.*
15 *Prime Healthcare*, Orange County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC
16 (overtime claims for failure to include shift premiums in regular rate of pay and failure to provide
17 meal and rest periods to hospital workers), *Grana v. Toys R US-Delaware, Inc.*, Central District
18 of California, Case No. 2:13-cv-01302-DSF-JCG (bag check claims for unpaid wages and failure
19 to provide meal periods and rest breaks to retail employees); *Mendez v. H.J. Heinz Company,*
20 *L.P., et. al*, Orange County Superior Court, Case No. 30-2013-00644915-CU-OE-CXC (failure
21 to pay all wages to factory workers due to rounding practice); *Fresh & Easy Wage and Hour*
22 *Cases*, Los Angeles Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods
23 to supermarket workers); *Lunsford v Stater Bros.*, Riverside Superior Court, Case No. RIC
24 1104475 (failure to provide meal and rest periods to supermarket workers); *Gregg v. Belo*,
25 Riverside Superior Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods
26 due to misclassification of newspaper delivery employees); *Brown v. Experian Information*
27 *Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-2012-00375163
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(misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*, Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse expenses of therapists). All cases cited above were successfully resolved for the plaintiff classes.

30. Kashif Haque received his J.D. in 2001 from Washington University School of Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an article published in the Law Review, Executive Board Member of Moot Court, and a member of the Dean's List. He received a Bachelor's of Science in Business Administration from the University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

31. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's employment litigation with a specific focus on wage and hour claims. Since then, he has represented over 500,000 employees with their employment claims, many of which included wage and hour claims. He has been appointed class counsel in approximately 100 cases and is currently litigating over 150 employment wage and hour class action cases.

32. Mr. Haque authored a book on employment litigation strategies with West Publishing and has been invited to speak on class action and wage and hour issues on numerous occasions. He has spoken at seminars by the State Bar of California, California Employment Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers. Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to 2018.

1 33. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where
2 he received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the
3 University of California at Berkeley in 1997.

4 34. After graduation from law school in 2001, the same year in which Mr. Wong took
5 and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles,
6 California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in
7 the employment department at Paul Hastings, he was involved in numerous wage and hour class
8 action lawsuits and other employment related matters.

9 35. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused
10 his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong
11 represented and obtained successful outcomes for his clients, including awards through
12 arbitration and trial.

13 36. Mr. Wong is a member of the Orange County Bar Association, Orange County
14 Trial Lawyers Association, and California Employment Lawyers Association.

15 37. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising
16 Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012,
17 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016,
18 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by
19 OC Metro in 2014, 2015, and 2018.

20 38. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted
21 to the California Bar in December of 2011, and received her J.D. from Santa Clara University
22 School of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has
23 dedicated her career to plaintiffs' side class actions. Ms. Campbell's experience includes
24 successful work on class action appeals, class certification motions, and class settlements. She
25 was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of
26 the top 2.5% of lawyers under 40 in Southern California in 2018-2021.

39. I am an associate at Aegis Law Firm. I was admitted to the California Bar in December of 2019. I received my J.D. from Chapman University Dale E. Fowler School of Law where I graduated cum laude. While in law school, I was a recipient of numerous honors, including Merit Scholarships and CALI Awards, and externed for Judge Di Cesare of the Orange County Superior Court. I received my B.A. from the University of California, Davis. While at Aegis Law Firm, I primarily focus my practice on representing plaintiffs in wage and hour class and representative actions.

40. Aegis Law Firm has performed significant work and expended litigation costs in prosecuting the matter with no guarantee of any payment.

41. At final approval, Plaintiff's Counsel will fully brief the merits of its request for the award of attorneys' fees and litigation costs.

Exhibits

42. A true and correct copy of the CLASS ACTION SETTLEMENT AGREEMENT is attached hereto as **Exhibit 1**.

43. A true and correct copy of the LWDA's confirmation that my office submitted the Settlement and this Motion to the LWDA is attached hereto as **Exhibit 2**.

44. A true and correct copy of the PAGA notice my office submitted to the LWDA and Defendant on behalf of Plaintiff is attached hereto as **Exhibit 3**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 6, 2024 at Irvine, California.

Kristy Connolly
Kristy R. Connolly

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Aarica Brittany (“Plaintiff”) and defendant Follett Higher Education Group LLC, formerly known as Follett Higher Education Group LTD (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “Actions” mean the class action Complaint that was filed in California Superior Court, case no. 23STCV13911, and removed to the United States District Court, Central District of California, which is captioned *Aarica Brittany v. Follett Higher Education Group LLC, et al.*, case no. 2:23-cv-06598 KK (ASx), as well as the PAGA Complaint that was filed in California Superior Court, case no. 23STCV21385, which is captioned *Aarica Brittany, individually and on behalf of all others similarly situated v. Follett Higher Education Group, LLC*.
2. “Aggrieved Employees” means individuals who are or were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the PAGA Period.
3. “Class” means all individuals who were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period.
4. “Class Counsel” means Samuel Wong, Kashif Haque, Jessica Campbell, and Kristy Connolly of Aegis Law Firm, PC.
5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
6. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known and available to Defendant); and his or her dates of employment and work weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.
7. “Class Member” is a member of the Class.
8. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto

as Exhibit A to this Agreement and incorporated by reference into this Agreement.

9. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
10. “Class Period” means the period of time from December 20, 2018 through July 24, 2024.
11. “Class Representative Service Payment” means the service payment made to Plaintiff in her capacity as Class Representative to compensate her for initiating the Action, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses in the event Plaintiff was unsuccessful in the prosecution of the Actions, and for the general release of all claims by Plaintiff.
12. “Court” means the Superior Court of California, County of Los Angeles
13. “Defendant” means Follett Higher Education Group LLC.
14. “Defendant’s Counsel” means Sheryl L. Skibbe, Ashley Stein, and Lauren Wertheimer of Vedder Price, LLP.
15. “Effective Date” means the date by which all of the following have occurred:
 1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(17) of this Agreement.
16. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
17. “Final” means the last of the following dates, as applicable:
 1. If no appeal, writ or other appellate proceeding is taken after Final Approval, the date that is sixty-one (61) days after notice of entry of final judgment is served (regardless of whether any objections to the settlement were made); or.
 2. If an appeal, writ, or other appellate proceeding has been initiated after Final Approval, the date on which any appeal, writ, or other appellate proceedings has been dismissed or is finally resolved consistent with the terms of the settlement with no right to pursue further remedies or relief.
18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

19. “Gross Settlement Amount” means Two Million One Hundred Thousand Dollars (\$2,100,000) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is all in with no reversion to Defendant and shall be paid without the need to submit a claim form.
20. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
21. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
22. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
23. “PAGA Period” means the period of time from July 3, 2022 through July 24, 2024.
24. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
25. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
26. “Released Parties” collectively mean: Defendant, Defendant’s respective past, present and future parents, subsidiaries, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.
27. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement.
28. “Settlement Administrator” means the third party settlement administrator proposed by the Parties, as approved by the Court.
29. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

Complaint and Amendments

30. On June 16, 2023, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. (“Class Action Complaint”) Plaintiff asserted claims for the: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay Wages During Employment; (8) Failure to Pay All Wages Due Upon Separation of Employment; and (9) Unfair Competition. On August 10, 2023, Defendant filed an Answer to Plaintiff’s Complaint, asserting nineteen affirmative defenses.
31. On August 11, 2023, Defendant removed the Class Action Complaint to the United States District Court for the Central District of California.
32. On September 6, 2023, Plaintiff filed a Representative Action Complaint for civil penalties against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that Defendant violated the Private Attorneys’ General Act of 2004, Labor Code section 2698 et seq. by violating Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Wage Order(s) (the “PAGA Complaint.”)
33. On May 23, 2024, following a Joint Stipulation and Court Order and solely for purposes of this Settlement, Plaintiff filed an amended complaint (“FAC”), filed an Amended Complaint to add the class claims asserted in the Class Action Complaint, which are the (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay Wages During Employment; (8) Failure to Pay All Wages Due Upon Separation of Employment; and (9) Unfair Competition.

Mediations and Settlement

34. On March 25, 2024, the Parties participated in an all-day mediation presided over by Kristin Rizzo, Esq., a respected mediator of wage and hour representative and class actions. The mediation did not result in a settlement of the matter. On April 24, 2024, the Parties participated in a second all-day mediation presided over by Ms. Rizzo. The mediation resulted in a settlement of both the Class Action and the PAGA Action. This Agreement replaces and supersedes any other agreements, understandings, or representations.
35. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff’s claims in the Class Action or the PAGA Action or the Class or Representative claims have merit or that Defendant bears

any liability to Plaintiff, the Class, the State of California, or any Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Class Action or the PAGA Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

36. **Amendment of Matter.** The Parties agree to stipulate, solely for purposes of settlement, that Plaintiff will amend the current PAGA Complaint to add the class claims asserted in the Class Action Complaint, and will dismiss the Class Action Complaint pending in the United States District Court after the Superior Court grants final approval of the Settlement.
37. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Two Million One Hundred Thousand Dollars (\$2,100,000). This amount is all-inclusive of all payments contemplated in this resolution. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. Any employer payroll taxes will be paid by Defendant separately from the Gross Settlement Amount. Plaintiff represents that she had additional individual claims against Defendant which she settled separately. The individual settlement paid to Plaintiff is in addition to the Gross Settlement Amount and was memorialized in a confidential individual settlement agreement that is separate from this Agreement.
38. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - a. **To Plaintiff.** In addition to the Settlement amount to be paid to Plaintiff as part of the Class and as an Aggrieved Employee, Plaintiff will apply to the Court for an award of not more than \$15,000 as a Class Representative Service Payment. Defendant will not oppose Class Representative Service Payments of no more than \$15,000 for Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payments of less than \$15,000, for Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to Plaintiff with respect to the payment who will assume full responsibility and liability for the taxes due on her Class Representative Service Payment.

- b. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, or \$700,000, as their Class Counsel Fees Payment and an amount not more than \$25,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.
 - c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$50,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$37,500) to the Labor Workforce Development Agency ("LWDA") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$12,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$50,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 - d. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$28,500 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$28,500, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
39. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
- b. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a prorated portion of the Net Settlement Amount. The Settlement amount for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of work weeks included in the Class Data to determine a dollar amount per work week (“Work Week Rate”); and (iii) the Settlement Administrator shall then take the number of work weeks worked by each Participating Class Member and multiply it by the Work Week Rate to calculate their Settlement Share.
- c. **Withholding.**
 - i. Subject to approval by the Court, 70% of each Participating Class Member’s Settlement Share is in settlement of claims for penalties, interest, and liquidated damages allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 - ii. Subject to approval by the Court, 30% of each Participating Class Member’s Settlement Share is in settlement of claims for unpaid wages and meal or rest break premium pay allegedly due to employees (collectively the “Wage Portion”). The Wage Portion shall be subject to wage withholdings, and shall be reported on IRS Form W2.
- d. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
- e. **Class Size Modification.** Defendant has represented that there were 4,648 Class Members who worked approximately 163,000 work weeks during the Class Period. In the event that the total number of pay periods in the Class Period exceeds this number by more than 10%, the settlement amount will be increased proportionately. By example, if the total number of pay periods is 11% higher, the Gross Settlement Amount will be increased by 1%.

- 40. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, Plaintiff has agreed

to ask the Court to appoint Phoenix Settlement Administrators as the qualified administrator to serve as the Settlement Administrator, which Defendant will not oppose and which, as a condition of appointment, Phoenix Settlement Administrators will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

41. Procedure for Approving Settlement.

a. Motion for Preliminary Approval of Settlement by the Court.

- i. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.

- iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.
- b. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
 - i. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in this Agreement, or pursuant to Defendant's express written authorization, or by order of the Court. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant or an order from the Court. Any Class Data provided to Plaintiff's counsel as part of the Settlement will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.
 - ii. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
 - iii. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator also will email a copy of the re-mailed Class Notice to the Class Member if there is an available email address in the Class Data. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find

a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, this extended response date will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

- iv. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- v. Not later than 10 days before the date by which the Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

- c. **Objections to Settlement; Disputes as to Work Weeks or Pay Periods allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement or objections to the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment. Class Members also may submit disputes as to the work weeks or pay periods allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the

instructions in the Class Notice, however a written objection shall not be invalid simply because it does not contain all of the information requested. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 days. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

- ii. **Disputes as to Work Weeks or Pay Periods.** Each Class Member also shall have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the dates of employment, work weeks or pay periods the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, based on information submitted by the Class Member, Defendant's records and with input and assistance from Defendant's Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 days.
- iii. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 days. To be valid, an Election Not to Participate in Settlement must be timely and should comply with the instructions in the Class Notice, however an Election Not to Participate in Settlement shall not be invalid simply because it does not contain all of the information requested. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A

Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement, and any such objection submitted by a person who has submitted a valid Election Not to Participate in Settlement shall be disregarded and only the Election Not to Participate in Settlement shall be accepted.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

iv. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a complete and accurate list of the number of Participating Class Members and all Non-Participating Class Members.

d. **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds ten percent (10%) of the Class, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph will be paid by Defendant.

e. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

f. **Additional Briefing and Final Approval.**

- i. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement.
 - ii. If any opposition is filed to the motion for final approval, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval.
 - iii. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - iv. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
42. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
43. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release

to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

44. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money into a qualified settlement fund to be established by the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within ten (10) business days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement.
45. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. The expiration date of the check must be conspicuously printed on the check. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address. If the check remains uncashed by the expiration of the 60-day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.
46. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

47. **Release of Claims.**

- a. **Participating Class Members.** As of the Effective Date, all Participating Class Members, on behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators, successors and assigns (“Released Parties”), shall fully, finally and forever release and discharge Defendant and all Released Parties from any and all causes of action, claims, rights, damages (including punitive, statutory or liquidated damages), penalties, liabilities, restitution, attorneys’ fees, costs, expenses, interest and losses alleged in the Operative Complaint and the complaints in the Actions or which could reasonably have been alleged in the complaints in the Actions and the Operative Complaint under federal, state, local or common law or at equity, based on the facts alleged in the operative Complaints during the Class Period, including: (i) all claims for unpaid wages, including overtime and minimum wages; (ii) all claims for meal and rest break violations; (iii) all claims for the failure to timely pay wages during employment or upon termination; (iv) all claims for the failure to reimburse for necessary business expenses; (v) all claims for wage statement violations; and (vi) all claims asserted through California Business & Professions Code §§ 17200, et seq. (“Released Class Claims”).
- b. **Aggrieved Employees.** As of the Effective Date, Defendant shall receive a release from the State of California and all Aggrieved Employees of those PAGA claims pled or could have been pled based on the factual allegations contained in the operative complaint and PAGA letter sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees (“Released PAGA Claims”). The Released PAGA Claims may be released against all Released Parties. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.
- c. **Plaintiff.** As of the Effective Date, Plaintiff generally, releases and discharges the Released Parties from all claims, causes of action, transactions, occurrences, rights, damages (including punitive, statutory or liquidated damages), penalties, liabilities, restitution, attorneys’ fees, costs, expenses, interests and losses under federal, state, local or common law, or at equity, whether known or unknown, accrued or unaccrued, asserted or unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement, including but not limited to all claims that were, or reasonably could have been, alleged based on the facts contained, in the Complaints filed in the Actions, the PAGA Notices, or ascertained during the pendency of the Actions (collectively “Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for unemployment benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences after the Class Period. Plaintiff’s Release does prevent Plaintiff from making

any individual or personal recovery against the Released Parties, including the recovery of money damages, reinstatement or other legal or equitable relief, as a result of filing a charge or complaint with a government agency against any of the Released Parties, with the exception of any right to seek or recover a monetary whistleblower award from a government-administered whistleblower award program for providing information directly to a government agency.

Plaintiff acknowledges that she may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

d. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.**

As partial consideration for the Class Representative Service Payments, the Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts or claims in addition to or different from those that she now knows or believes to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

"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."

e. **Plaintiff's Other Claims.** Plaintiff represents that she had additional individual claims against Defendant. Plaintiff separately settled those individual claims. The individual settlement paid to Plaintiff is in addition to the Gross Settlement Amount memorialized in a confidential individual settlement agreement that is separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the parties agree that the individual agreement will be submitted in camera under seal to the Court.

f. **Class Counsel.** As of the date the Defendant fully funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.

48. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
49. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendant's Counsel shall publicize the Settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. Plaintiff and Class Counsel and Defendant and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiff or Class Counsel or Defendant or Defendant's Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendants from making any required disclosure. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations, from posting court-filed documents on their website for viewing by Class Members after preliminary approval, or from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. The motion for final approval and the Judgment shall be posted on a website as set forth in the Class Notice. Nothing in this provision shall prevent Defendant or Plaintiff from making any required disclosures.

IV. MISCELLANEOUS TERMS

50. **No Admission of Liability or Class Certification for Other Purposes.**
- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Actions. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendant of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendant specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class

action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used only in a proceeding for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

- 51. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 52. **Attorney Authorization.** Class Counsel and Defendant's Counsel 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 required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
- 53. **No Prior Assignments:** The Parties represent, covenant 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 in this Settlement.

54. **No Tax Advice.** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
55. **Modification of Agreement.** Except as set forth in section 43 hereinabove this Agreement, and any 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.
56. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
57. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
58. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
59. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
60. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter 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. Within thirty days after the Defendant fully funds the Gross Settlement Amount, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
61. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
62. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:
Samuel A. Wong
Kashif Haque
Jessica Campbell

Kristy Connolly
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
kcampbell@aegislawfirm.com
kconnolly@aegislawfirm.com

To Defendant:
Sheryl Skibbe
Lauren Wertheimer
VEDDER PRICE (CA), LLP
1925 Century Park East, Suite 1900
Los Angeles, California 90067, CA
Tel.: (424) 304-7700
Fax: (424) 2047702
sskibbe@vedderprice.com
lwtheimer@vedderprice.com

63. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically 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 provided that 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.
64. **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.
65. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

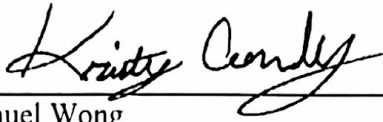
Dated: 05/24/2024

Aarica Brittany
Aarica Brittany (May 24, 2024 15:55 PDT)
Plaintiff Aarica Brittany

Dated: 6/6/2024

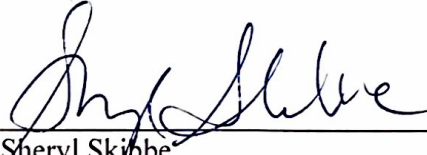
S. Mark Sproat [name]
Chief Legal Officer [title]
For Defendant Pollett Higher Education Group, LLC

Dated: 5/28/2024



Samuel Wong
Kashif Haque
Kristy Connolly
Aegis Law Firm, PC
Attorney for Plaintiff

Dated: 6/6/2024



Sheryl Skjober
Vedder Price (CA), LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

Brittany v. Follett Higher Education Group, LLC, Superior Court of the State of California,
County of Los Angeles, Case No. 23STCV21385

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. In exchange for the settlement payment, you will release the claims detailed in Section 4 below. Your estimated Settlement Share is: \$<<__>>. The actual amount you receive may be different and will depend on a number of factors. See the explanation in Section 5 below for more information. After final approval by the Court, your Settlement Share will be mailed to you at the same address you received this notice. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself (i.e. “Opt-Out”)	To exclude yourself from the Class Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. Instructions on how to exclude yourself are set forth in Section 7 below. If you exclude yourself from the Class Settlement, you will not receive any portion of the Class Settlement and you will not release any Released Class Claims. Aggrieved Employees, however, will still receive an allocation of the PAGA Payment and will be bound by the release of the Released PAGA Claims even if they opt out of the class action. See Sections 4 and 7 below for further information.
Object	If you do not want to exclude yourself from the Settlement but do not agree with some portion of its terms, you may (1) submit a written objection to the Settlement Administrator explaining why you do not agree with the terms of the Settlement or (2) appear at the Final Approval Hearing to make an oral objection. See Section 8 below for further information and the deadline to submit a written objection.

Your options are further explained in this Notice.

1. Why did I get this Notice?

A proposed class and representative action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, County of Los Angeles (the “Court”) has been reached between Plaintiff Aarica Brittany (“Plaintiff”) and Defendant Follett Higher Education Group, LLC (“Defendant”). The Court has not made any determination as the validity of the claims, but has preliminarily approved the Settlement finding that its terms are fair, adequate, and reasonable.

You may be entitled to receive money from this Settlement. You have received this Notice because you have been identified as a member of the Class (“Class Member”), which is defined as:

All individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period (December 20, 2018 through July 24, 2024).

It is important that you read this Notice carefully as your rights may be affected by the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

2. What is this lawsuit about?

On June 16, 2023, Plaintiff filed a proposed Class Action Complaint in the Superior Court of the State of California, County of Los Angeles, alleging the following class claims against Defendant: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay Wages During Employment; (8) Failure to Pay All Wages Due Upon Separation of Employment; and (9) Unfair Competition (the “Class Action”). On August 10, 2023, Defendant filed an Answer to Plaintiff’s Complaint, asserting nineteen affirmative defenses and removed the case to the United States District Court, Central District of California.

On September 6, 2023, Plaintiff filed a separate Representative Action Complaint in the Superior Court of the State of California, County of Los Angeles for: Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.*, for violations of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Wage Order(s) (the “PAGA Action”). On November 27, 2023, Defendant filed an Answer to Plaintiff’s Complaint, asserting seventeen affirmative defenses.

As part of the Settlement negotiated between Plaintiff and Defendant, on [DATE], solely for purposes of this Settlement, Plaintiff filed an Amended Complaint in the PAGA Action to add class claims for: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay Wages During Employment; (8) Failure to Pay All Wages Due Upon Separation of Employment; and (9) Unfair Competition. The Amended PAGA Action Complaint is the “Operative Complaint.”

No court has made a ruling on the merits of the claims alleged in the case and there has been no trial on the merits relating to any of the claims referenced above. Defendant denies and disputes all such claims and asserts that it has no liability to the Plaintiff or any of the Class Members. Specifically, Defendant contends that Plaintiff and Class Members were properly paid all wages owed, were provided compliant meal and rest breaks, received wage statements satisfying statutory requirements, were timely paid wages during employment and timely paid final wages, and were reimbursed for all reasonable and necessary business expenses, and therefore it is not liable for any of the damages or penalties claimed or that could be claimed in the case. Further, Defendant contends that this case cannot be maintained as a class or PAGA representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved Plaintiff to serve as the Class Representative, and the Aegis Law Firm to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay Two Million One Hundred Thousand Dollars (\$2,100,000) (the “Gross Settlement Amount”) to settle the claims asserted in the case. The Gross Settlement Amount includes, among other things, the payment of Settlement Shares to Participating Class Members, Settlement Administration Expenses, Class Counsel Fees and Costs, Class Representative Service Payment, and the PAGA Payment. An explanation of these payments are provided below.

Within ten (10) business days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” is the date that is sixty-one (61) days after notice of entry of Judgment is served, or if there is any appeal to the Judgment, the date the appeal is dismissed or resolved with no right to pursue further relief. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Deducted from the Gross Settlement Amount. The following proposed payments, subject to further Court approval, will be deducted from the Gross Settlement Amount before Settlement Shares are paid to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, not to exceed \$28,500, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing requests for exclusion, receipt and distribution of written objections, distributing Settlement Shares and tax forms, distributing PAGA payments, and handling inquiries and uncashed checks.
- Class Counsel Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which equals \$700,000, and an additional amount to reimburse Class Counsel for the actual litigation costs incurred by Plaintiff in pursuit of the Action in an amount not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without receiving any payment for their services) and has paid all litigation costs and expenses on behalf of Plaintiff and Class Members. Accordingly, Class Counsel will request up to these amounts to be paid from the Gross Settlement Amount, subject to the Court’s final approval.
- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed \$15,000 to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of Class Members in initiating and prosecuting the Action, and for the risks she undertook. Plaintiff will request this Class Representative Service Payment for her services, but the amount she ultimately receives is subject to the Court’s final approval.

- **PAGA Payment.** A payment of \$50,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), which shall be allocated 75% (\$37,500) to the Labor Workforce Development Agency (“LWDA”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$12,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is July 3, 2022 through July 24, 2024. “Aggrieved Employees” are all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Class Settlement.

Calculation of Payments to Participating Class Members. After all Court approved payments are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$1,281,500, based upon the above proposed deductions. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member based pro-rata on the number of work weeks during the Class Period that each Class Member was paid compared to the total number of work weeks during the Class Period that all Class Members were paid. The Settlement Share for each Participating Class Member will be calculated as follows: (a) after receipt of the Class Data from Defendant, the Settlement Administrator shall divide the Net Settlement Amount by the total number of work weeks included in the Class Data to determine a dollar amount per work week (“Work Week Rate”); and (b) the Settlement Administrator shall then take the number of work weeks worked by each Participating Class Member and multiply it by the Work Week Rate to calculate the Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to provide your correct address to ensure you receive your payment.

Tax Matters. Seventy percent (70%) of each Participating Class Member’s Settlement Share and PAGA Payment is in settlement of claims for civil and statutory penalties and interest such that this amount of the Settlement Shares and PAGA Payments shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. Thirty percent (30%) amount is in settlement of claims for wages and premium payments and shall be subject to wage withholdings, and shall be reported on IRS Form W2. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him/her, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What rights are released under the Settlement?

Released Class Claims. As of the Effective Date, all Participating Class Members, on behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators, successors and assigns (“Released Parties”), shall fully, finally and forever release and discharge Defendant and all Released Parties from any and all causes of action, claims, rights, damages (including punitive, statutory or liquidated damages), penalties, liabilities, restitution, attorneys’ fees, costs, expenses, interest and losses alleged in the Operative Complaint and the complaints in the Actions or which could reasonably have been alleged in the complaints in the Actions and the Operative Complaint under federal, state, local or common law or at equity, based on the facts alleged in the operative Complaints during the Class Period, including: (i) all claims for unpaid wages, including overtime and minimum wages; (ii) all claims for meal and rest break violations; (iii) all claims for the failure to timely pay wages during employment or upon termination; (iv) all claims for the failure to reimburse for necessary business expenses; (v) all claims for wage statement violations; and (vi) all claims asserted through California Business & Professions Code §§ 17200, et seq. (“Released Class Claims”).

Participating in the Settlement means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party related to the Released Class Claims resolved by this Settlement. It also means that all the Court’s orders in the case will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date, the State of California and all Aggrieved Employees, on behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators, successors and assigns, shall fully, finally and forever release and discharge Defendant and all Released Parties from those PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA letter sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees (“Released PAGA Claims”). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

The estimated “Work Week Rate” is <<____>>. Defendant’s records reflect that you worked <<____>> work weeks as an hourly, non-exempt employee of Defendant in California during the Class Period (December 20, 2018 through July 24, 2024).

Based on this information, your estimated Settlement Share is <<____>>.

[The estimated “Pay Period Rate” is <<____>>. Defendant’s records reflect that you worked <<____>> pay periods as an hourly, non-exempt employee of Defendant in California during the PAGA Period (July 3, 2022 through July 24, 2024). You also will receive a PAGA Payment estimated to be <<____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____,

2024 [forty-five (45) days after the mailing of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The expiration date will be printed on the check. The Settlement Administrator shall pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the individual who did not cash their check. Funds can be claimed by such individuals by submitting a claim at www.claimit.ca.gov or by calling 800-992-4647.

6. How can I get a payment?

If you do nothing, you will receive a portion of the Settlement. A check for your Settlement Share and PAGA Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____ (800) _____. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed by the Settlement Administrator approximately three months after the Final Approval Hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself (opt-out) from the Settlement. **If you opt-out, you will not receive a Settlement Share and you will not be bound by the release of the Released Class Claims.** Aggrieved Employees, however, will still receive a portion of the PAGA Payment and will be subject to the PAGA Released Claims regardless of whether they opt-out of the Class Settlement.

To opt-out, you must mail a written, signed and dated "Election Not to Participate in Settlement" (the "Opt-Out") to the Settlement Administrator, by First Class Mail, postmarked no later than _____, 2024 [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing]. The Opt-Out must be timely sent to the Settlement Administrator and should state in substance: "I wish to be excluded from the Class in the *Brittany v. Follett Higher Education Group, LLC* lawsuit. I understand that if I ask to be excluded from the Class, I will not receive a settlement payment from the class settlement in this Action." The Opt-Out should state the Class Member's full name, address and telephone number as well as the name and number of the case (*Brittany v. Follett Higher Education Group, LLC*, Superior Court of the State of California, County of Los Angeles, Case No. 23STCV21385). The Opt-Out must be signed by you. No other person may Opt-Out for a living member of the Class.

The address for the Settlement Administrator is _____. Opt-Outs that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not Opted-Out and believes that the Settlement should not be finally approved by the Court may object to the proposed Settlement, the attorneys' fees, the costs or the service award, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and describe why the objector believes the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case (*Brittany v. Follett Higher Education Group, LLC*, Superior Court of the State of California, County of Los Angeles, Case No. 23STCV21385).

All written objections must be mailed to the Settlement Administrator at _____, no later than _____, 2024 [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

Alternatively, Class Members may also appear at the Final Approval Hearing on _____, 2024 at _____ to make an oral objection at their own cost without submitting a written objection. The hearing may be attended remotely. Instructions and scheduling for a remote appearance are located at: <https://my.lacourt.org/laccwelcome>. Check the Court's website for the most current information. Class Counsel can assist you if you would like to appear at the hearing.

Those who Opt-Out cannot submit an objection. If the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

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

The Court will hold a Final Approval Hearing at ____ on _____, at the Los Angeles County Superior Court, located at 400 Civic Center Plaza, Pomona CA 91766, in Department K before Judge Peter A. Hernandez. At this hearing the Court will again consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement on the terms proposed by the parties and to determine the final amounts to be paid to Class Counsel for their attorneys' fees and costs; service payment to Plaintiff; and settlement administration expenses. If there are objections, the Court will consider them at the hearing.

This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in person at their own cost or by using the procedure at <https://my.lacourt.org/laccwelcome>.

10. Do I have a lawyer in this case?

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members.

Class Counsel may be contacted as follows:

AEGIS LAW FIRM, PC
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Kristy R. Connolly
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
kconnolly@aegislawfirm.com

Alternatively, you may contact your own attorney, at your own expense, to advise you.

11. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Brittany v. Follett Higher Education Group, LLC* Settlement Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval or other Settlement documents by contacting the Settlement Administrator for *Brittany v. Follett Higher Education Group, LLC* at _____. You may also get more details by examining the Court's file on the internet via the Case Query webpage for the California Superior Court for the County of Los Angeles and entering the Case No. 23STCV21385. If you wish to view the Court files in person, you go to the Clerk's Office at the Clerk's Office located at Pomona Courthouse South, 400 Civic Center Plaza, Pomona CA 91766.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

AARICA BRITTANY, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

FOLLETT HIGHER EDUCATION
GROUP, LLC; FOLLETT HIGHER ED
GROUP, LTD; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 23STCV21385

Assigned for All Purposes to:
Judge Peter A. Hernandez
Dept. K

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 18, 2024
Time: 9:00 a.m.
Dept: K

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 WHEREAS, Plaintiff Aarica Brittany (“Plaintiff”), individually and on behalf of all others
4 similarly situated and on behalf of the general public, has applied to this Court for an order
5 preliminarily approving the settlement of the Action in accordance with the CLASS ACTION
6 SETTLEMENT AGREEMENT (the “Settlement” or “Settlement Agreement”) entered into by
7 Plaintiff and Defendant Follett Higher Education Group LLC (“Defendant”) which sets forth the
8 terms and conditions for a proposed settlement upon the terms and conditions set forth therein
9 (Plaintiff and Defendant shall be collectively referred to herein as the “Parties”); and

10 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
13 THAT:

14 1. This Order incorporates by reference the definitions in the Settlement attached as
15 Exhibit 1 to the Declaration of Kristy R. Connolly in Support of Plaintiff’s Motion for Preliminary
16 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in
17 this Order.

18 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
19 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
20 adequate and reasonable when balanced against the probable outcome of further litigation relating
21 to liability and damages issues; (c) sufficient investigation and research have been conducted such
22 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
23 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
24 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
25 been reached as the result of non-collusive, arms-length negotiations.

26 3. With respect to the Class and for purposes of proceeding pursuant to California
27 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
28 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all

1 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
2 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
3 are typical of the Class' claims; (d) class certification is a superior method for implementing the
4 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class
5 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are
6 qualified to serve as counsel for the Class.

7 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
8 conditionally certifies the class for settlement purposes only. The Class is defined as all individuals
9 who were employed by Defendant in California who were classified as hourly, non-exempt
10 employees at any time from December 20, 2018 through July 24, 2024.

11 5. Plaintiff Aarica Brittany is hereby preliminarily appointed and designated, for all
12 purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby
13 preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel
14 is authorized to act on behalf of the Class Members with respect to all acts or consents required by,
15 or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to
16 consummate the Settlement. Any Class Member may enter an appearance either personally or
17 through counsel of such individual's own choosing and at such individual's own expense. Any
18 Class Member who does not enter an appearance or appear on his or her own will be represented
19 by Class Counsel.

20 6. Should, for whatever reason, the Settlement not become final, the fact that the
21 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
22 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
23 a non-settlement context.

24 7. The Court hereby preliminarily approves the definition and disposition of the Gross
25 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
26 subject to modification at final approval.

27 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
28 third of the Gross Settlement Amount, Class Counsel litigation expenses not to exceed \$25,000.00,

1 a Service Award up to \$15,000.00 for Plaintiff, payment to the LWDA in the amount of
2 \$37,500.00, and costs of administration not to exceed \$28,500.00, subject to final approval.

3 9. The Court hereby approves, as to form and content, the Class Notice, to be
4 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
5 the manner and form set forth in the Settlement, meets the requirements of due process, is the best
6 notice practicable under the circumstances, and shall constitute due and sufficient notice to all
7 persons entitled thereto.

8 10. The Court hereby appoints Phoenix Settlement Administrators, Inc. as Settlement
9 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
10 Class Members the Class Notice using the procedures set forth in the Settlement Agreement. Class
11 Members who wish to participate in the settlement provided for by the Settlement Agreement do
12 not need to respond to the Class Notice.

13 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
14 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
15 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
16 to \$28,500 as provided in the Settlement.

17 12. Any Class Member may choose to opt-out of and be excluded from the Class as
18 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
19 Class will not be entitled to any recovery under the Settlement and will not be bound by the
20 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
21 requested exclusion/opted-out shall be Participating Class Members and bound by all
22 determinations of the Court, the Settlement, and the Final Judgment.

23 13. A Final Fairness and Approval Hearing shall be held before this Court on **December**
24 **16, 2024 at 8:30 a.m.** in Department K of the Superior Court for the State of California, County of
25 Los Angeles, located at 400 Civic Center Plaza, Pomona CA 91766. All papers in support of final
26 approval and related awards for fees, costs, and Plaintiff's Service Award must be filed and served
27 at least 16 court days before the final approval hearing.

1 14. Any Participating Class Member must object to the Settlement by following the
2 instructions for submitting written objections that are set forth in the Settlement Agreement and
3 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
4 final authority with respect to the consideration and admissibility of any objections. Any
5 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

6 15. The Settlement is not a concession or admission, and shall not be used against the
7 Released Parties, as an admission or indication with respect to any claim of any fault or omission
8 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
9 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
10 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
11 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
12 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
13 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

14 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
15 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
16 are hereby stayed.

17 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
18 of the Class Members for all matters relating to this Action, and this Settlement, including
19 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
20 enforcement of this Settlement and this Order.

21 18. The Court reserves the right to adjourn or continue the date of any hearing and all
22 dates provided for in the Settlement without further notice to Class Members, and retains
23 jurisdiction to consider all further applications arising out of or connected with the proposed
24 Settlement.

25
26 DATED: _____

Honorable Peter A. Hernandez
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

1 The motion of Plaintiff Aarica Brittany (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Action Settlement Agreement (“Agreement”) with Defendant Follett
3 Higher Education Group, LLC (“Defendant”), duly came on for hearing on _____ before the
4 Honorable Peter Hernandez.

5 **I. FINDINGS**

6 Based on the oral and written argument and evidence presented in connection with the
7 motion, the Court makes the following findings:

- 8 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 9 2. This Court has jurisdiction over the subject matter of this litigation pending before
10 the California Superior Court for the County of Los Angeles, and over all Parties to this litigation,
11 including the Class.
- 12 3. Based on a review of the papers submitted by Plaintiff and a review of the
13 applicable law, the Court finds that the Gross Settlement Amount of Two Million One Hundred
14 Thousand Dollars and Zero Cents (\$2,100,000.00) and the terms set forth in the Agreement are
15 fair, reasonable, and adequate.
- 16 4. The Court further finds that the Settlement was the result of arm’s length
17 negotiations conducted after Class Counsel had adequately investigated the claims and became
18 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
19 Settlement, the significant risks relating to certification, liability, and damages issues, and the
20 assistance of an experienced mediator in the settlement process, among other factors, support the
21 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

- 23 5. On _____, 2024, the Court entered the order granting preliminary approval of
24 the Settlement. At this same time, the Court approved conditional certification of the Class for
25 settlement purposes only.

26 //

27 //

1 **Notice to the Class**

2 6. In compliance with the preliminary approval order, the Class Notice was mailed by
3 first class mail to members of the Class at their last known addresses on or about _____, 2024.
4 Mailing of the Class Notice to their last known addresses was the best notice option under the
5 circumstances and was reasonably calculated to communicate actual notice of the litigation and
6 the proposed Settlement to the Class. The Class Notice given to the Class Members fully and
7 accurately informed the Class Members of all material elements of the proposed Settlement and of
8 their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was
9 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
10 State of California, the United States Constitution, due process and other applicable laws. The
11 Class Notice fairly and adequately described the Settlement and provided Class Members adequate
12 instructions and a variety of means to obtain additional information.

13 7. The response deadline for opting out of the Class or submitting written objections
14 to the Settlement was _____, 2024, which was extended by an additional 15 days in the
15 event of a remailing. There was an adequate interval between notice and the deadline to permit
16 Class Members to choose what to do and act on their decision. A full opportunity has been
17 afforded to Class Members to participate in this hearing, and all Class Members and other persons
18 wishing to be heard have been heard. Class Members also have had a full and fair opportunity to
19 exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines
20 that all Class Members who did not timely and properly submit a request for exclusion are bound
21 by the Settlement and this Final Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal. App. 4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during two separate all-day mediations and follow-up settlement discussions with Kristin
27
28

1 Rizzo, Esq., a respected and experienced mediator of wage and hour class actions. There has been
2 no collusion between the Parties in reaching the proposed Settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both Parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. ____ requests for exclusion were received.

9 e. The participation rate was high. 4, __ Class Members will be mailed a
10 Settlement Share, representing ____% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
13 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
14 Class Members' claims, given the uncertainties and significant risks of the litigation and the
15 delays which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate, and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$ _____ for attorneys' fees, representing one-third (1/3) of the Gross
20 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$ _____ to the Plaintiff, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payment in the amount of \$ _____ to the Plaintiff is reasonable in light of
28

1 the risks and burdens undertaken by the Plaintiff in the litigation, for her time and effort in
2 bringing and prosecuting this matter on behalf of the Class, and for her execution of a general
3 release.

4 **Settlement Administration Expenses**

5 13. The Settlement Administrator shall calculate and administer the payments to be
6 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
7 transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Penalties,
8 issue any required tax reporting forms, calculate withholdings and perform other remaining duties
9 set forth in the Agreement. The Settlement Administrator has documented \$_____ in fees and
10 expenses, and this amount is reasonable in light of the work performed by the Settlement
11 Administrator.

12 **PAGA Payment**

13 14. The Agreement provides for a PAGA Payment of \$50,000 to be deducted out of the
14 Gross Settlement Amount, which shall be allocated \$37,500 to the Labor Workforce Development
15 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid pursuant to
16 the PAGA and \$12,500 to be distributed to the Aggrieved Employees based on their respective
17 pay periods worked during the PAGA Period (July 3, 2022 to July 24, 2024). Aggrieved
18 Employees are all individuals who are or previously were employed by Defendant in California
19 who were classified as hourly, non-exempt employees at any time during the PAGA Period. All
20 Aggrieved Employees will be sent their Individual PAGA Payment and will be subject to the
21 release of the Released PAGA Claims as set forth below, whether or not they opt out of the
22 Settlement.

23 **II. ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 1. The certification of the Class for the purposes of Settlement is confirmed. The
26 Class is defined as follows:

27 All individuals who are or previously were employed by Defendant in California
28 who were classified as hourly, non-exempt employees at any time during the Class
Period (December 20, 2018 through July 24, 2024).

FINAL APPROVAL ORDER AND JUDGMENT

2. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class. The following individuals requested exclusion: _____.

3. The Agreement is hereby finally approved as fair, reasonable, and adequate, and in the best interests of the Class.

4. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and costs in the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

5. The payment of the Class Representative Service Payment in the amount of \$_____ to the Plaintiff is approved.

6. The payment of \$_____ to the Settlement Administrator for its fees and expenses is approved.

7. The PAGA Payment of \$50,000 is approved and shall be allocated in accordance with the Agreement.

8. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other

1 theory of claim or issue preclusion or similar defense as to the Released Class Claims or the
2 Released PAGA Claims.

3 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
4 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
5 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
6 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
7 to individual Class Members.

8 10. If the Agreement does not become final and effective in accordance with the terms
9 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
10 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
11 revert to their respective positions before entering into the Agreement, and expressly reserve their
12 respective rights regarding the prosecution and defense of this Action, including all available
13 defenses and affirmative defenses, and arguments that any claim in the Action could not be
14 certified as a class action or managed as a representative action.

15 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

16 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
17 Plaintiff, and all members of the Class, shall take nothing in the Action.

18 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
19 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
20 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
21 arising from or in connection with the distribution of settlement benefits.

22 3. The Parties are authorized to agree to and adopt such amendments, modifications
23 and expansions of the Agreement and all exhibits attached thereto, which are consistent with this
24 Final Approval Order and Judgment and as approved by the Court.

25 4. Each Party shall bear her/its own attorneys' fees and costs, except as otherwise
26 provided in the Agreement and in this Final Approval Order and Judgment.

1 5. As of the Effective Date, all Participating Class Members, on behalf of themselves
2 and their respective representatives, agents, attorneys, heirs, administrators, successors and
3 assigns, shall fully, finally and forever release and discharge Defendant and all Released Parties
4 from any and all causes of action, claims, rights, damages (including punitive, statutory or
5 liquidated damages), penalties, liabilities, restitution, attorneys' fees, costs, expenses, interest and
6 losses alleged in the operative Complaints in the Actions or which could reasonably have been
7 alleged in the operative Complaints in the Actions under federal, state, local or common law or at
8 equity, based on the facts alleged in the operative Complaints during the Class Period, including:
9 (i) all claims for unpaid overtime; (ii) all claims for unpaid minimum wages; (iii) all claims for
10 meal and rest break violations; (iv) all claims for the failure to timely pay wages during
11 employment or upon termination based on the preceding claims; (v) all claims for the failure to
12 reimburse for necessary business expenses; (vi) all claims for wage statement violations based on
13 the preceding claims; and (vii) all claims asserted through California Business & Professions Code
14 §§ 17200, et seq.

15 6. As of the Effective Date, the State of California and all Aggrieved Employees, on
16 behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators,
17 successors and assigns, shall fully, finally and forever release and discharge Defendant and all
18 Released Parties from those PAGA claims pled or could have been pled based on the factual
19 allegations contained in the Operative Complaint and PAGA letter sent by Plaintiff that occurred
20 during the PAGA Period as to the Aggrieved Employees ("Released PAGA Claims"). The release
21 of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of
22 whether an Aggrieved Employee submitted a request for an exclusion from the Class.

23 7. As of the Effective Date, Plaintiff, on behalf of herself and her respective
24 representatives, agents, attorneys, heirs, administrators, successors and assigns, fully, finally and
25 forever releases and discharges the Released Parties from any and all claims, transactions,
26 occurrences, rights, damages (including punitive, statutory or liquidated damages), penalties,
27 liabilities, restitution, attorneys' fees, costs, expenses, interests and losses under federal, state,
28

1 local or common law, or at equity, whether known or unknown, accrued or unaccrued, asserted or
2 unasserted, which Plaintiff has or may have against the Released Parties as of the date of
3 execution of this Agreement, including but not limited to all claims that were, or reasonably could
4 have been, alleged based on the facts contained, in the Complaints filed in the Actions, the PAGA
5 Notices, or ascertained during the pendency of the Actions, (“Plaintiff’s Released Claims”), as set
6 forth fully in the Agreement.

7
8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

9
10 Dated: _____

11
12 _____
13 HONORABLE PETER HERNANDEZ
14 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 2

EXHIBIT 3



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

June 16, 2023

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Follett Higher Education Group, LLC:
CT Corporation System
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Follett Higher Education Group, LLC:
3 Westbrook Corporate Ctr, Suite 200
Westchester, IL 60154

Agent for Service of Process for Follett Higher Ed Group, LTD:
CT Corporation System
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Follett Higher Ed Group, LTD:
Three Westbrook Corporate Ctr, Suite.200
Westchester, IL 60154

Re: *Aarica Brittany v. Follett Higher Education Group, LLC, et al.*

Dear Labor and Workforce Development Agency; Follett Higher Education Group, LLC; Follett Higher Ed Group, LTD:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Follett Higher Education Group, LLC; Follett Higher Ed Group, LTD and any other employers or person(s) acting on behalf of the employer as such phrase is used under Labor Code sections 558 and 558.1 ("Respondent"), and the facts and theories in support of said allegations. This firm represents Aarica Brittany ("Claimant"); we hereby notify you that Claimant intends to seek penalties against Respondent under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Respondent

The specific provisions of the Labor Code allegedly violated by Respondent and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against Respondent

Claimant and other aggrieved employees worked for Respondent in California as non-exempt employees. Claimant was employed by Respondent in California within the past year.

During the past year, Respondent failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondent violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Respondent failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondent violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Respondent failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Respondent's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay for time spent waiting for COVID health screenings and bag checks to be completed, failing to pay reporting time pay, failing to pay wages using the appropriate regular rate of pay or the required minimum wage, and/or failing to pay for all recorded time, among other reasons. Respondent failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Respondent, such as cell

phone and personal vehicle use. As such, Respondent violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, Respondent violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, and failed to list the correct employer name, among other violations.

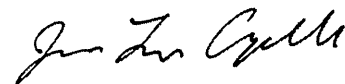
Respondent violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondent violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Respondent due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of herself and all other aggrieved employees against Respondent. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint

June 16, 2023