CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (hereinafter the "Agreement") is made by Plaintiffs Michelle Jackson and Erica Augustin (Employees or "Plaintiffs"), individually and on behalf of all members of the Settlement Class (as defined below) and the Class Members (as defined below), on the one hand, and Defendant Alliant International University, Inc. ("Defendant"), on the other hand, with as third-party beneficiaries all Released Parties, as defined below in Paragraph II.25. Plaintiffs and the Defendant will, at times, be collectively referred to herein as "the Parties."

I. THE LITIGATION.

1. On October 9, 2023, Plaintiff Michelle Jackson filed an individual, class, and Private Attorney General Act (PAGA) complaint in the San Diego County Superior Court entitled *Michelle Jackson, et al. v. Alliant International University, Inc., et al.,* which case was assigned Case number 37-2023-00043742-CU-OE-CTL (the Jackson Complaint). The Jackson Complaint, as subsequently amended on May 30, 2024, asserts claims against the Defendant on behalf of Plaintiff Jackson and other current and former employees. These claims include (a) failure to pay minimum/regular wages; (b) failure to pay overtime wages; (c) failure to comply with meal break laws; (d) failure to comply with rest break laws; (e) failure to reimburse business expenses; (f) failure to provide accurate wage statements; (g) failure to pay wages timely; (h) failure to provide and maintain accurate payroll records; (i) remedies under the Bus. & Prof. Code §§ 17200, *et seq*; and (j) violations of various miscellaneous provisions of the Labor Code via the PAGA.

2. On January 11, 2024, Plaintiff Erica Augustin filed an individual and class complaint in the San Diego County Superior Court entitled *Erica Augustin, et al. v. Alliant International University, Inc., et al.,* which case was assigned Case number 37-2024-00002100-CU-OE-CTL (the Augustin Complaint). The Augustin Complaint asserts similar claims as the Jackson Complaint against the Defendant and was deemed related to the Jackson Complaint by the Court.

3. The Parties engaged in substantial investigation and informal discovery in connection with the Litigation. The Defendant warrants and represents that it provided Plaintiffs true and correct documents and accurate information to counsel for Employees to review and analyze, including wage and hour policies, reimbursement data for current and former employees for the Settlement Period, current and former employee counts for the Settlement Period, and a 20% random sampling of non-exempt Alliant staff payroll and time entry data.

4. On December 4, 2024, the Parties, through counsel, attended a full day of mediation with Hon. Steven R. Denton (Ret.). The Parties made progress in negotiating towards a settlement. Mediator Steven R. Denton made a mediator's proposal of $480,000. The Parties ultimately agreed to the mediator's proposal about one week later.

5. This Agreement concerning the settlement is made in compromise of disputed claims. The payment by the Defendant required by this Agreement shall satisfy all claims that were or could have been alleged in the Litigation, including but not limited to claims for wages, civil and statutory penalties, and interest, and shall include payment for PAGA penalties, individual settlement awards, attorneys' fees, litigation costs and expenses, an enhancement payment for the Class Representatives, and all settlement administration costs.

6. To facilitate this settlement, the Parties agree to enter a mutually agreeable stipulation to consolidate the Jackson and Augustin Complaints into one case and will agree to allow Plaintiffs to file one amended consolidated Complaint under Case Number Case number 37-2023-00043742-CU-OE-CTL.

7. Because this is a putative class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. In the event the Court does not enter Final Judgment, or in the event such Final Judgment does not become Final for any reason, or is modified in any material respect, or in the event the Effective Date, as defined herein, does not occur, this Agreement shall be deemed null and void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose and the Parties shall return to the positions they each held as of the day prior to signing this Agreement. The Defendant denies all claims asserted by

Employees as to liability and damages as well as class allegations. Indeed, the Defendant does not waive, but rather expressly reserves all rights to challenge all such claims and allegations upon all substantive and procedural grounds including the assertion of any and all defenses, if the Final Judgment does not become Final for any reason, or in the event that the Effective Date does not occur.

II. DEFINITIONS.

The following are certain definitions applicable to this Agreement. Definitions contained elsewhere in the body of this Agreement shall also be effective.

1. "Aggrieved Employee" – means all individuals employed by Defendants in California during the Relevant PAGA Time Period.

2. "Class Member(s)" – means all individuals employed by Defendants in California during the Settlement Period.

3. "Class Counsel" – means Thomas D. Rutledge, Esquire of the Law Office of Thomas D. Rutledge.

4. "Class Counsel Attorneys' Fees" – refers to the amount awarded to Class Counsel by the Court for prosecuting and obtaining a settlement of the Litigation.

5. "Class Counsel Attorneys' Costs" – refers to the amount awarded to Class Counsel by the Court for their actual costs incurred in prosecuting and obtaining a settlement of the Litigation.

6. "Class Representatives Enhancement" – means the sum to be paid to Plaintiffs as service for their role as Class Representatives, which shall be paid from the Gross Settlement Fund.

7. "Defendant" – means Alliant International University, Inc.

8. "Effective Date" – means the date by which both of the following have occurred: (a) this Settlement is finally approved by the Court; and (b) the Court's Order Approving Class Settlement and Dismissing the Class Action with Prejudice ("Final Judgment") becomes Final.

9. "Final" – means the latest of: (a) if there is an appeal of the Court's Final Judgment in the Litigation, the date of final disposition of the of the matter or (b) if one or more objections are submitted and not withdrawn, the expiration date of the time for filing or noticing any appeal of the Final Judgment; or (c) if no objections are made, then 30 days after the Court enters the Final Judgment.

10. "Final Judgment" – refers to the Final Judgment and Order Approving Class Settlement.

11. "Final Approval Hearing" – means the hearing to be conducted by the Court to determine whether to enter the Final Judgment finally approving and implementing the terms of this Agreement.

12. "Gross Settlement Fund" – refers to $480,000, which is the maximum amount the Defendant and Released Parties shall be required to pay under this Agreement, except as otherwise provided with respect to the employer's share of payroll taxes, which Defendant shall pay separate and apart from the Settlement Amount.

13. "Litigation" – means, collectively, the actions entitled *Michelle Jackson, et al. v. Alliant International University, Inc., et al., Case No.* 37-2023-00043742-CU-OE-CTL, and *Erica Augustin, et al. v. Alliant International University, Inc., et al., Case No.* 37-2024-00002100-CU-OE-CTL, and specifically includes any additional actions filed in any jurisdiction by Plaintiffs Michelle Jackson and Erica Augustin, which alleges any of the facts or allegations in any of the prior complaints.

14. "LWDA" – means the California Labor and Workforce Development Agency.

15. "Motion for Preliminary Approval" – refers to the Motion for Preliminary Approval of the Settlement and its supporting papers.

16. "Net Settlement Fund" – means the Gross Settlement Fund, less the following: (a) Class Counsel Attorneys' Fees; (b) Class Counsel Attorneys' Costs; (c) Class Representatives Enhancement and Full Release payments; (d) Settlement Administration Expenses; and (e) PAGA Payments to the LWDA.

17. "Notice" or "Notice Packet" – refers to the Notice of Pendency of Putative Class Action, Proposed Settlement and Hearing Date for Court Approval, and Settlement Allocation Form, which form will be prepared jointly by the Parties and included with the Motion for Preliminary Approval.

18. "Order Granting Preliminary Approval" – refers to the order or statement of decision preliminarily approving the Settlement.

19. "PAGA" – means the California Labor Code Private Attorneys General Act of 2004 as codified at Labor Code §§ 2698, 2699, *et seq*.

20. "PAGA Time Period" – means the time period from October 10, 2022 to the date of preliminary approval.

21. "Total PAGA Payment" – means the portion of the Gross Settlement Fund that the Parties have designated as representing the recovery of civil penalties on behalf of the Settlement Class under the Labor Code Private Attorneys General Act of 2004. This amount has been identified as $15,000. The Total PAGA Payment is divided into the "PAGA Payment to the LWDA" (75%, $11,250) and the "PAGA Payment to Aggrieved Employees" (25%, $3,750).

22. "Parties" – means Employees individually and in their capacity as Class Representatives and quasi representatives of the state government of California under the PAGA/LWDA, on the one hand; and the Defendant, on the other hand.

23. "Plaintiffs" – means Michelle Jackson and Erica Augustin individually and in their capacity as Class Representatives and quasi representatives of state government of California under the PAGA.

24. "Preliminary Approval Hearing" – means the hearing to be conducted by the Court to determine whether to grant the Motion for Preliminary Approval.

25. "Released Parties" – means Alliant International University, Inc. ("Alliant"), including all of their past, present and future officers, directors, shareholders, partners, managers, employees, agents, and assigns, all past, present and future parent, and subsidiary entities and all past, present and future officers, directors, shareholders, partners, managers, employees, agents, and assigns of such parent and subsidiary.

26. "Relevant Time Period" – means October 10, 2019 to the date of preliminary approval of this Agreement.

27. "Settlement" – means the settlement of the Litigation and related claims effectuated by this Agreement.

28. "Settlement Administration Expenses" – means those expenses of effectuating and administering the Settlement, *i.e.*, the costs incurred by the Settlement Administrator, the costs of giving notice to the Class, the costs of administering and disbursing the Net Settlement Fund, and the fees of the Settlement Administrator approved by the Court.

29. "Settlement Administrator" – means Phoenix Class Action Administration Solutions, or any other third-party administrator selected by the Parties and approved by the Court to effectuate the Settlement.

30. "Settlement Class" and "Settlement Class Members" – means all those persons who are members of the Class and who have not properly and timely opted out of the Litigation.

31. "Settlement Payments" – means the amounts to be paid from the Net Settlement Fund to individual Settlement Class Members.

32. "Settlement Period" – means the period from October 9, 2019 to the date of preliminary approval of this Agreement.

III. RELEASE OF CLAIMS.

1. Scope of Settlement Class Member Release.

a. In exchange for the consideration described through this Settlement, the Settlement described herein will resolve fully and finally all wage and hour and related claims that were brought or could have been brought in the Litigation, including, but not limited to, any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Litigation, including without limitation to, claims for restitution and other equitable relief, claims for unpaid minimum wages, wages, and overtime wages, failure to provide rest periods or meal periods or to provide compensation in lieu thereof, meal period penalties, rest period penalties, waiting time penalties, claims for incomplete payroll records and wage statements, failure to timely pay final wages, failure to reimburse for business expenses, unfair business practices, wage statement violations, failure to provide accurate wage statements, failure to maintain required records, claims for declaratory relief, accounting, or injunctive relief, civil penalties brought under the PAGA on behalf of the LWDA, claims for penalties of any nature whatsoever arising out of the Settlement Class Members' Released Claims, or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the Litigation, including any amendment to the pleadings therein.

b. The Scope of Settlement and the release of claims herein is intentionally intended by the Parties to be as broad as possible and include "all claims," which is expressly intended by the Parties to "includ[e] 'claims that are not expressly enumerated in the release'" as recognized by the Court of Appeal in *Villacres v. ABM Industries, Inc.*, 189 Cal. App. 4th 562, 587 (2010) (acknowledging broad waiver of potential claims, including PAGA-based claims). Thus, the Parties intend this release to cover all claims for relief of any kind based on the allegations raised by Plaintiffs in the Litigation and all transactions and occurrences upon which those claims were based, including all legal remedies and damages brought under state, local or federal law, any claim brought pursuant to the common law, all injunctive remedies and restitution, all statutory damages and civil penalties sought on behalf of the LWDA under the PAGA (including, but expressly not limited to relief demanded for alleged violations of Labor Code subdivision (k) of § 96, §§ 98.6, 201, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of §§ 213, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 226, 226.3, 226.6, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, subdivision (c) of § 232, subdivision (c) of § 232.5, §§ 233, 234, 245-249, 351, 353, 403, subdivision (b) of § 404, §§ 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 558, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174, 1182.12, 1194, 1194.2, 1197, 1197.5, 1198, 1198.3, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of § 1695.5, §§ 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 2651, and 2673, subdivision (a) of § 2673.1, §§ 2695.2, 2698, 2699, 2751, 2800, 2801, 2802, 2804, 2806, and 2810, subdivision (b) of § 2929, and §§ 3073.6, 6310, 6311, and 6399.7 as well as alleged violations of IWC Wage Orders, the California Labor Code, California Business & Professions Code § 17200 *et seq.*, or any other source thereof, and all costs and attorneys' fees related thereto, including those available under Code of Civil Procedure section 1021.5.

2. Conditional Agreement to Class Treatment.

a. The Parties expressly note and agree that class certification for purposes of settlement is not an admission that class certification is proper under § 382 of the California Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held before entering into the Settlement Agreement.

b. Any individual(s) who elects to exclude himself or herself from the Settlement Agreement and the terms thereof will not be able to benefit from any of the terms of the class settlement and shall not have the benefit of the limited waiver on class and/or collective claims including, but expressly not limited to the Parties' waiver of any claims or defenses against class-wide and other collective relief, statute of limitations defenses, and defenses that would preclude the certification or establishment of any class of aggrieved or similarly situated claimants. The Parties expressly recognize there has been no finding in this action that class-wide or other collective relief is justified under the facts and circumstances relating to the allegations raised by Employees in the Litigation. Indeed, there is sharp dispute between the Parties as to whether class-wide or other collective relief would be available or appropriate because the facts and circumstances relating to the allegations raised by Employees do not support class treatment because of questions of commonality, typicality, etc. No member of the Class (including any who choose to exclude himself or herself from the Settlement) may rely on this Settlement Agreement or the terms thereof as they may be applied to other members of the Class as a basis for seeking to bring any existing or future class allegation or other claim.

3. Scope of the Named Plaintiffs' Release.

a. For the purpose of implementing a full and complete release of their claims against Released Parties, Plaintiffs expressly acknowledge that the releases given in this Settlement Agreement are intended to include, without limitation, any and all claims that Plaintiffs may have against Released Parties, **including but not limited to** those claims that Plaintiffs did not know or suspect to exist in their favor at the time of the effective date of this Settlement Agreement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter; and that the consideration given under this Settlement Agreement, including Defendant's agreement to the Full Release Payments to Plaintiffs, was also for the release of those claims and contemplates the extinguishment of all known, and any unknown, claims. Plaintiffs make this complete release of claims, waiving any rights provided to them under California Code of Civil Procedure § 1542, which provides as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

IV. ALLOCATION OF GROSS SETTLEMENT FUND.

The Gross Settlement Fund will be allocated as follows:

1. **Net Settlement Fund.** The Settlement Administrator shall first deduct from the Gross Settlement Fund the amounts approved by the Court for the Class Counsel Attorneys' Fees, Class Counsel Attorneys' Costs, the Settlement Administration Expenses, Class Representatives Enhancement and Full Release payments and the PAGA Payment to the LWDA. The remaining amount shall be known as the "Net Settlement Fund," which shall be distributed as described below in Paragraph VIII.1 of this Stipulation of Settlement.

2. **PAGA Distribution.** $15,000 of the Gross Settlement Fund has been set aside by the Parties and designated as civil penalties pursuant to PAGA. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or $11,250, will be the PAGA Payment to the LWDA. The remaining

twenty-five percent (25%), or $3,750, will be payable as the "PAGA Payment to Aggrieved Employees," as described below. (*See* Paragraph VIII.2.)

3. Attorneys' Fees and Costs.

a. The Parties agree that Class Counsel will request an award of attorneys' fees as class counsel of up to one-third (1/3rd) or $159,984 of the Gross Settlement Fund, and the Defendant and Released Parties agree not to contest any request for fees up to that amount. Should the Court approve less than the requested amount, such reduced approval shall not be grounds for revocation or rescission of this Settlement. Class Counsel may elect to have the Settlement Administrator, directly or indirectly, disperse all or part of his attorneys' fees award paid to him in periodic payments, through a structured settlement. Class Counsel will bear any and all costs, fees, and expenses of administration for any periodic payments of such award and shall be fully responsible for any taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments, including without limitation, any such issues, claims, and/or disputes brought by the state or federal government concerning the payment of taxes thereon. Class Counsel shall indemnify, defend, and hold Released Parties harmless for any and all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments. To the extent the Court approves any award for attorneys' fees that does not equal 1/3rd of the Gross Settlement Fund, Class Counsel retains the right to appeal the Court's award. Should Class Counsel appeal the Court's award, the difference between the amount awarded and the amount disputed on appeal shall be retained by the Settlement Administrator pending Class Counsel's appeal. After resolution of any appeal, any funds not awarded to Class Counsel then in possession of the Settlement Administrator will be added to the Net Settlement Fund for distribution to Settlement Class Members by the Settlement Administrator on a proportional basis relative to the size of their settlement shares, in accordance with other administration and distribution requirements hereunder, and Class Counsel shall pay any additional costs incurred by the Settlement Administrator for this purpose. The Parties agree that the Court's approval of any request for attorneys' fees and costs is not a condition of the Settlement Agreement and that an award of less than the amounts requested would not give rise to a basis for Plaintiffs or their counsel to abrogate the Settlement Agreement. Plaintiffs acknowledge that they have been advised by this writing of the proposed award of fees associated with this Settlement and hereby consents thereto.

b. Class Counsel may also request reimbursement of up to $10,000 in actual and/or anticipated costs and other expenses incurred in connection with this action and the achievement of this settlement. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation all work performed and all costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Should the Court approve less than the requested amount, such reduced approval shall not be grounds for revocation or rescission of this Settlement.

4. Class Representation Enhancement and Full Release Payments. Up to $5,000, each, shall be allocated from the Gross Settlement Fund in recognition of the contributions of Plaintiffs Michelle Jackson and Erica Augustin, as enhancement awards. Plaintiffs participated actively in the preparation and prosecution of this action, and the contributions in time and risk by Plaintiffs were instrumental in achieving the settlement result. The Class Representatives' Enhancement is in addition to the payment to which Plaintiffs have the right to receive as a member of the Settlement Class. Court approval is required for any Class Representatives Enhancement, and the Parties agree that they will provide information and documentation to support the approval of the requested enhancement. However, even in the event that the Court reduces or does not approve the requested Class Representatives Enhancement, Employees shall not have the right to revoke this settlement for that reason, and the settlement will remain binding. In exchange for a general release of claims per Civil Code § 1542 provided herein by the Plaintiffs, each Plaintiff shall additionally receive a Full Release Payment of $5,000 apiece as they are waiving unknown claims against Released Parties, provided they have also signed, and not revoked, their individual general release agreements.

5. Settlement Administration Expenses.

a. The Parties have agreed to engage a third-party administrator to administer this Settlement. Defendant shall deposit the Gross Settlement Fund ($480,000) with the Settlement Administrator within twenty-eight (28) calendar days of the date of the Court's Order granting Final Approval or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s)—including expiration of any time to seek reconsideration or further review. A separate amount for employer payroll taxes based on the amount allocated to wages will also be deposited by Defendant with the Settlement Administrator at the time above.

b. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than $15,000 will be drawn from the Gross Settlement Fund.

V. SETTLEMENT ADMINISTRATION PROCEDURE.

1. Conforming the Pleadings. As a condition of this Settlement, Plaintiffs agree to consolidate the Augustin case into the Jackson case file and allow Plaintiffs to file a Second Amended Complaint in the California Superior Court to conform the pleadings to the discussions of allegations and liabilities between the Parties, as described above in connection with the scope of the claims released (*see* Part III, *supra*). The Litigation pending in the Superior Court County of San Diego shall not be dismissed unless and until this Settlement becomes Final.

2. Motion for Preliminary Approval. Within a reasonable time after execution of this Settlement Agreement by the Parties and the filing of the Second Amended Complaint in California Superior Court, Plaintiffs shall promptly apply to the Court for the entry of an Order:

a. Conditionally certifying the Settlement Classes for purposes of this Settlement Agreement;

b. Appointing Thomas D. Rutledge, Esquire of the Law Office of Thomas D. Rutledge as Class Counsel;

c. Appointing Michelle Jackson and Erica Augustin as the Class Representatives;

d. Approving Phoenix Class Action Administration Solutions or another entity, as Settlement Administrator;

e. Preliminarily approving this Settlement and its terms as fair, reasonable, and adequate;

f. Approving the form and content of a Notice Packet and directing the mailing of same; and

g. Scheduling a Final Approval hearing.

VI. NOTICE TO SETTLEMENT CLASS.

1. **Notice Timing and Distribution.** Submitted with the motion for preliminary approval will be draft Notice documents intended to provide efficient notice to members of the Settlement Class as follows:

a. Within ten (10) calendar days after entry of an order preliminarily approving this Agreement, the Defendant and Released Parties will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of work weeks worked by each Settlement Class member during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

b. Within five (5) calendar days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

c. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) calendar days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall immediately resend the Notice Packet to the Settlement Class member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have twenty (20) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or the Defendant's attorneys to provide notice of the proposed settlement.

2. **Options Upon Notice.** The Notice to Settlement Class will inform members of the Settlement Class of their options, including the following:

Notice of Settlement Award and Deadline to Dispute. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Class Member's estimated Settlement Award as well as the Class Member's number of work weeks worked during the Relevant Time Period. Class Members will have the opportunity, should they disagree with these records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The postmark date for the dispute shall be the exclusive means used to determine whether a dispute has been timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Court shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement, if the Parties cannot reach an agreement.

a. **Requests for Exclusion.**

(1) Any Class Member who wishes to opt-out of the class settlement must complete and mail a Request for Exclusion to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

(2) The Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the class settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will be deemed invalid for exclusion from the class settlement, except a Request for Exclusion not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the class settlement will not have the right to any recovery under the Settlement provisions and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon, although the PAGA settlement and release provisions will apply to each Aggrieved Employee without any option for exclusion, and each such individual shall have the right to his or her share of the PAGA Distribution. Any Class Member who does not submit a Request for Exclusion is automatically deemed a Settlement Class Member; there is no requirement that any claim form be submitted.

(3) If ten percent (10%) or more of the Settlement Class members validly request exclusion from the class settlement, the Defendant may, at its sole discretion, elect to revoke this Settlement and its stipulation to class certification by communicating that decision to both the Settlement Administrator and Class Counsel, provided however, the Defendant will be responsible for any costs and fees incurred by the Settlement Administrator. If the number of work weeks between the start of the class period through the date of filing the motion for preliminary approval increases by more than 10% from the estimates Defendant provided to Plaintiffs to induce this settlement, which was 84,307 work weeks, there will be a pro rata increase to the Settlement Amount for any additional work weeks from the start of the class period through the date of filing the motion for preliminary approval.

(4) The Parties and their counsel agree not to take any action to initiate any contact with any Class Member to opt out of and/or object to the Settlement.

b. **Objections.** Settlement Class members who do not request exclusion may object to this Settlement Agreement within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline"), as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and counsel for the Defendant, as well as file all such objections with the Court). Counsel for the Defendant and Class Counsel shall file any responses to objections prior to the Final Approval Hearing. To be valid, any objection must: (1) contain the objecting Class Member's full name, last four digits of his or her Social Security Number, telephone number and current address; (2) include all objections and the factual and legal bases for same; (3) include all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline.

VII. FINAL ORDER AND JUDGMENT.

1. Upon final approval of the Settlement, a Final Order and Judgment shall be entered by the Court which shall, among other things:

a. Grant final approval to the Settlement as fair, reasonable, adequate, in good faith and in the best interests of the Class as a whole, and to order the Parties to carry out the provisions of this Agreement.

b. Award amounts for Class Counsel Attorneys' Fees, Litigation Costs and Expenses, the Class Representatives Enhancement and Full Release, and Settlement Administration Expenses.

c. Adjudge that the Settlement Class Members are conclusively deemed to have released the Defendant and the Released Parties of and from any and all rights, claims, demands, liabilities, causes of action, liens and judgments arising out of or in any way related to the matters within the scope of the Litigation, consistent with the release provisions herein.

d. Bar and permanently enjoin each Settlement Class Member from prosecuting against the Defendant and Released Parties any and all of the Released Claims which the Settlement Class Members have arising out of, based upon, or otherwise related to the Litigation.

e. Confirm that the Parties' resolution of claims under the PAGA meets all required standards and that the release of such claims as set forth in this Settlement precludes the State of California or any other representative thereof (including any other aggrieved employee) from pursuing claims released herein on behalf of itself or any aggrieved employee affected by this Settlement and its release terms.

f. Except for the PAGA claims, dismiss this action without prejudice as to all putative Class Members who are not Settlement Class Members.

g. Dismiss this action with prejudice as to all Settlement Class Members on all claims including the PAGA.

2. The Court shall reserve continuing jurisdiction as required to effectuate the provisions set forth herein.

3. In the event that this Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn, or modified by the Court or any other court with jurisdiction, this Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, further proceedings. In the event of the Court's non-approval, Plaintiffs and Defendant agree to timely meet and confer in good faith to address any reasons the trial court may have declined to approve the settlement to achieve approval of the settlement upon re-submission to the Court. Failure of the Court to grant approval will be grounds for the Parties to terminate this Settlement Agreement and the terms of this Settlement Agreement, except that the Parties shall each be responsible for 50% of the costs of, and any payments due to, the Settlement Administrator for non-cancellable services performed up to that time.

4. In the event an appeal is filed from the Final Order for any reason, or any other appellate review is sought, the duties and obligations of the Parties to this Agreement include the duty to defend the approval on any appeal.

VIII. DISTRIBUTION OF SETTLEMENT PROCEEDS.

1. Net Settlement Fund.

a. As noted above, Settlement Class members are not required to submit a claim form to receive a payment from the Settlement.

b. Allocation of the Net Settlement Fund: 50% of the Net Settlement Proceeds will be distributed to each nonexempt Settlement Class Member based on each Settlement Class Member's pro rata share of the total number of work weeks within the Relevant Time Period he or she worked. Similarly, 50% of the Net Settlement Proceeds will be distributed to each exempt Settlement Class Member based on each Settlement Class Member's pro rata share of the total number of work weeks within the Relevant Time Period he or she worked. Defendant shall have the duty to distinguish exempt and nonexempt Settlement Class Members when providing the contact information to the Settlement Administrator. For each individual, their share is calculated as the number of work weeks worked by the individual within the Relevant Time Period for the Defendant or any Released Party divided by the total number of work weeks worked by all Settlement Class Members during the Relevant Time Period.

2. PAGA Payment to Aggrieved Employees.

a. $15,000 of the Gross Settlement Fund has been designated as civil penalties under the PAGA, of which 25% ($3,750) shall be distributed to Aggrieved Employees, as part of the Net Settlement Fund. Each Aggrieved Employee shall receive a portion of the PAGA Payment to Aggrieved Employees proportionate to the number of work weeks that he or she worked during that time period, which shall be calculated by multiplying the PAGA Payment to Aggrieved Employees by a fraction, the numerator of which is each individual's number of work weeks worked during the PAGA Period, and the denominator of which is the total number of work weeks worked by all Aggrieved Employees during the PAGA Time Period.

3. Distribution, Timing and Reporting.

a. Within ten (10) calendar days following the deposit of $480,000 by the Defendant of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator shall: (i) calculate Settlement Award amounts and provide the same to counsel for review and approval; (ii) upon approval by counsel, prepare and mail settlement awards, less applicable taxes and withholdings, to participating Settlement Class members and Aggrieved Employees; and, (iii) pay the withholdings to the applicable authorities with the necessary reports, submitting copies to counsel for the Defendant.

b. For purposes of calculating applicable taxes and withholdings, each Class Settlement Award shall be allocated as follows: four-fifths (4/5) as penalties, reimbursed expenses and interest; and one-fifth (1/5) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Note: The Settlement Administrator will also calculate the amount of employment taxes owed by the Defendant on the wage portion of the distribution, and the Defendant will provide the amount of such employment taxes separate and apart from the Gross Settlement Amount; this is the only element of costs or other expenses that is not taken from the Gross Settlement Amount. The Settlement Administrator will handle submission of employer-side employment taxes on behalf of the employer through a suitable power of attorney.

c. Class Representatives' Enhancement, Full Release Payments and the PAGA payment to the LWDA shall be paid within ten (10) calendar days of the deposit made by Defendant, provided the Class Representatives' have also signed, and not revoked, their individual general release agreements.

4. Non-Reversionary Settlement.

a. Each member of the Settlement Class who receives a settlement award, and all recipients of a PAGA Payment, must cash such checks within 180 days from the date of mailing by the Settlement Administrator. Any funds payable to Settlement Class members or Aggrieved Employees whose checks were not cashed within 180 days after mailing will be distributed in accordance with California law, including Code of Civil Procedure § 384. Any monies remaining in the distribution account shall be distributed to the Unclaimed Property Fund with the California State Controller's Office. The Defendant and administrator shall not bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks.

b. If any check issued to a Settlement Class Member or Aggrieved Employee is returned as undeliverable, the Settlement Administrator shall make reasonable efforts to locate the individual by conducting a National Change of Address Search and re-mail the check. After one hundred eighty calendar days (180) from the date of first issuance, all the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Unclaimed Property Fund with the California State Controller's Office. The Parties agree that this disposition results in no "unpaid residue" under California Code of Civil

Procedure § 384, as the entire Net Settlement Fund will be paid out to Settlement Class Members, regardless of whether they all cash their Settlement Checks. Therefore, the Defendant will not be required to pay any interest on said amount.

IX. MISCELLANEOUS TERMS.

1. **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 Plaintiffs or Settlement Class Members, and Plaintiffs and Settlement 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.

2. **No Admission of Liability or Class Certification for Other Purposes.** The Defendant denies it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. 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 the Defendant or any Released Party, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by the Defendant was meritorious. This Settlement and the fact that Plaintiffs and the Defendant were willing to settle the Action 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). Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code § 1152, and 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 Plaintiffs or the

Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the 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. 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 in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

3. Waiver and Amendment. The Parties may not waive, amend, or modify any material provision of this Settlement Agreement except by a written agreement signed by all the Parties, and subject to any necessary Court approval. Nonmaterial amendments or modifications to this Agreement, however, may be made in writing between Class Counsel and Defendant's Counsel without the need to seek the Court's approval or additional signatures of the Parties. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

4. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

a. If to Plaintiffs and the class:

Thomas D. Rutledge
Attorney-at-Law
16956 Via De Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

b. If to the Defendant:

Joanne Buser
Trentan Cunningham
Quarles & Brady LLP
101 West Broadway, Ninth Floor
San Diego, California 92101-8285
Telephone: (619) 237-5200
Facsimile: (619) 615-0700
joanne.buser@quarles.com
trent.cunningham@quarles.com

5. Stay. All proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement, including moving for preliminary approval and final approval of this Settlement, are hereby stayed.

6. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings before the date hereof relating to the subject matters hereof.

7. Counterparts. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts, by electronic signature (such as via Docusign) and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8. Authorization and Cooperation. Class Counsel warrant and represent that they are authorized by Plaintiffs, for whom they are the attorneys of record, and the attorneys of record for the Defendant warrant and represent that they are authorized by the Defendant, 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. 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 agree to seek the assistance of the Mediator, and if agreement remains out of reach, the Court. In all cases, all such documents, supplemental provisions and assistance of the Court shall be consistent with this Agreement.

10. Successors. This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

11. California Law. All terms of this Agreement and its Exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. Representation by Counsel. The Parties have each been represented by counsel and have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any party on the basis that the party was the drafter or participated in the drafting.

Representative Plaintiffs

Dated: 2/18/2025

DocuSigned by:
Michelle Jackson
376CAEB17F30435...

MICHELLE JACKSON, individually and for the putative Class

Dated: 2/18/2025

Signed by:
Erica Augustin
FF9387E0E8D7470...

ERICA AUGUSTIN, individually and for the putative Class

Defendant ALLIANT INTERNATIONAL UNIVERSITY, INC.

Dated: ______________

____

____

For Defendant ALLIANT INTERNATIONAL UNIVERSITY, INC.

become necessary to effectuate the terms of this Agreement, the Parties agree to seek the assistance of the Mediator, and if agreement remains out of reach, the Court. In all cases, all such documents, supplemental provisions and assistance of the Court shall be consistent with this Agreement.

10. Successors. This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

11. California Law. All terms of this Agreement and its Exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. Representation by Counsel. The Parties have each been represented by counsel and have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any party on the basis that the party was the drafter or participated in the drafting.

Representative Plaintiffs

Dated: ______________

____
MICHELLE JACKSON, individually and for the putative Class

Dated: ______________

____
ERICA AUGUSTIN, individually and for the putative Class

Defendant ALLIANT INTERNATIONAL UNIVERSITY, INC.

Dated: 3/5/2025

____
Andy Vaughn, President & CEO
For Defendant ALLIANT INTERNATIONAL UNIVERSITY, INC.

Exhibit A

<u>NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT</u>

Jackson v. Alliant International University, et al.
San Diego County Superior Court Case No. 37-2023-00043742-CU-OE-CTL

Augustin v. Alliant International University, et al.
San Diego County Superior Court Case No. 37-2024-00002100-CU-OE-CTL

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	**All current and former staff employees of Alliant International University who were employed in the State of California at any time from October 9, 2019, through [DATE] ("Class Members").**

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was filed by Michelle Jackson, a former employee of Alliant International University, on October 9, 2023 in the San Diego County Superior Court, Case Number 37-2023-00043742-CU-OE-CTL. On January 11, 2024, Erica Augustin filed another lawsuit in the San Diego County Superior Court against Alliant International University, Case Number 37-2024-00002100-CU-OE-CTL. The two lawsuits are collectively referred to herein as the "Actions." Michelle Jackson and Erica Augustin are collectively referred to herein as "Plaintiffs." Alliant International University is herein referred to as "Defendant."

Plaintiffs claim in the Actions that Defendant violated sections of the California Labor Code and California Business and Professions Code. Plaintiffs specifically allege that Defendant failed to provide compliant meal and rest periods and associated premium pay, failed to pay employees minimum wage, did not properly pay employees all wages owed for time worked, did not timely pay all wages owed at termination of employment, failed to provide employees with accurate itemized wage statements, failed to keep accurate payroll records, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. Plaintiffs claim that Class Members have the right to recover monetary damages, penalties, and restitution based on these violations. Plaintiffs also seek to recover civil penalties on behalf of aggrieved employees and the State of California based on these violations pursuant to the California Private Attorneys General Act ("PAGA"). Defendant denies all alleged violations and denies it owes Class Members any remedies. The Court has not made a ruling on the merits of the Actions.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Plaintiffs), sue on behalf of people who appear to have similar claims (in this case all current and former staff employees of Defendant who were employed in the state of California at any time from October 9, 2019, through [DATE]. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Superior Court for the County of San Diego ("Court") is in charge of these Actions.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement through a neutral, third-party mediator, which is memorialized in the Class Action Settlement Agreement ("Agreement" or "Settlement"). On [DATE], the Court granted preliminary approval of the Settlement, appointed Plaintiffs as the Class Representatives, and appointed their attorney, THOMAS RUTLEDGE, ESQUIRE OF THE LAW OFFICE OF THOMAS D. RUTLEDGE, as counsel for the Class ("Class Counsel"). The Class Representatives and Class Counsel believe the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the Settlement?

You are part of the Settlement, and a Class Member, if you were a staff employee employed by Defendants in the state of California at any time from October 9, 2019 to [DATE] (the "Class Period").

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the Settlement provide?

The Settlement provides that Defendant will pay a maximum of $480,000 ("Gross Settlement Fund"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Fund" is the portion of the Gross Settlement Fund that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Fund is the Gross Settlement Fund less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** not to exceed one-third (1/3) of the Gross Settlement Fund or $159,984;

B. **Litigation Costs/Expenses to Class Counsel** not to exceed $10,000;

C. **Service Payments to the Class Representatives** in an amount of $5,000 each, for a total of $10,000;

D. **Settlement Administration Costs** which are currently estimated not to exceed $15,000; and

E. **PAGA Payment** in the amount of $15,000 for the settlement of claims arising under the PAGA. Seventy-five percent (75%) of this amount, or $11,250.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%), or $3,750.00, will be distributed to all current and former staff employees of Defendant who were employed in the state of California at any time between October 10, 2022, and [DATE] (the "PAGA Period") (the "Aggrieved Employees"), for the release of their claims arising under PAGA.

The amount you are eligible to receive from the Settlement, your "Individual Settlement Payment," will be determined on a *pro rata* basis, based on the number of Workweeks you worked in California as an employee of Defendant from October 9, 2019, through [DATE]. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Fund and, if eligible, your *pro rata* share of the PAGA Payment ("Individual PAGA Payment").

The Individual Settlement Payment will be apportioned as twenty percent (20%) wages and eighty percent (80%) as non-wages. If you are eligible to receive an Individual PAGA Payment, your Individual PAGA Payment will be allocated as 100% penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid by Defendant separately from and in addition to the Gross Settlement Fund. The penalties and interest portions of your Individual Settlement Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

According to Defendant's payroll records, you worked XXX Workweeks during the Class Period. Your estimated Individual Settlement Payment is $XXX.XX. The amount of the payment may change depending on the number of timely and valid Requests for Exclusions submitted in the Settlement, if any.

According to Defendant's payroll records, you worked XXX Workweeks during the PAGA Period. Your Individual PAGA Payment is $XXX.XX.

This amount was determined based on Defendant's record of your employment between from October 9, 2019 through [DATE], and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of Workweeks you worked during the Class Period or during the PAGA Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your Workweeks will be resolved and decided by the Parties or, if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Fund by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid Request for Exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant and all of its former and present directors, officers, employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the Actions arising during the Class Period, including factual claims regarding Defendant's alleged: (i) failure to pay all overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay minimum wages; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to timely pay wages during employment; (vii) failure to provide complete and accurate wage statements; (viii) failure to reimburse necessary business expenses; and (ix) unfair business practices.

The "Class Period" for the Released Class Claims is from October 9, 2019 through [DATE].

Additionally, all current and former staff employees of Defendant who were employed by Defendant in the state of California at any time between October 10, 2022 and [DATE], shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The "Released PAGA Claims" include all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notice provided to the LWDA and in the Consolidated Complaint in the Actions during the PAGA Period.

The "PAGA Period" to which the release of the Released PAGA Claims pertains is from October 10, 2022 to [DATE].

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a Request for Exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Fund. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment (*i.e.,* Individual PAGA Payment) because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written Request for Exclusion. You must include your full name, address, e-mail address or telephone number, and the last four (4) digits of your Social Security Number. Your Request for Exclusion must include a clear statement that you do not wish to be included in the Actions.

The written Request for Exclusion must be e-mailed or mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Email: notice@phoenixclassaction.com

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Fund (*i.e.,* Individual Settlement Payment) and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a Request for Exclusion, you give up the right to sue Defendant and the other Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this Settlement?

No. (Except if you worked between October 10, 2022 and [DATE], in which case you will still receive your Individual PAGA Payment for claims that arise under PAGA.) But if you submit a timely and valid Request for Exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved THOMAS RUTLEDGE, ESQUIRE OF THE LAW OFFICE OF THOMAS D. RUTLEDGE as Class Counsel. The firm's contact information is:

Thomas D. Rutledge
Attorney-at-Law
16956 Via De Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

Class Counsel will ask the Court for attorneys' fees of up to one-third (33%) of the Gross Settlement Fund ($159,984.00) and reimbursement of litigation cost/expenses of up to $10,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Class Settlement or some part of it.

12. How do I tell the Court if I don't like the Settlement?

If you are a Class Member, you can object to the Class Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must e-mail or mail your written objection to the Settlement Administrator no later than [DATE]. Your written objection must include your full name, address, e-mail or telephone number, the last four (4) digits of your social security number or employee ID number, and the specific reason for your objection. All objections must be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

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

The Court will hold the Final Approval Hearing at [DATE/TIME], in Department C-73 of the San Diego Superior Court—Hall of Justice, located at 330 W Broadway, San Diego, CA 92101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend either virtually or in-person. You may also retain your own lawyer at your expense to attend on your behalf.

The Final Approval Hearing may be postponed without further notice to Settlement Class Members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at [INSERT].

16. How will I learn if the Settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at [INSERT].

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing and the Court grants final approval of the Settlement, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties based on the Released Class Claims, ever again. Your Individual Settlement Payment and Individual

PAGA Payment, if applicable, will be mailed to you and will remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via https://www.sco.ca.gov/upd_msg.html.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [INSERT] or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE