

FILED
Superior Court of California
County of San Francisco

JUN 13 2025

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ARMANI POWELL, individually, and on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v.

NORTHEASTERN UNIVERSITY, a
corporation; and DOES 1–10 inclusive,

Defendants.

Case No. CGC-24-614228

ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL

Before the court is an unopposed motion by plaintiff Armani Powell for preliminary approval of the settlement of wage-and-hour claims, including a claim under PAGA, reached with defendant Northeastern University. The motion came on for hearing on June 13, 2025, at 10:00 a.m. in Department 606, the Honorable Jeffrey S. Ross presiding. Lisa Iturriaga (Wilshire Law Firm PLC) appeared for the plaintiff. Carol Ibrahim (Fisher & Phillips LLP) appeared for the defendant. IT IS HEREBY ORDERED that the motion for preliminary approval of the settlement agreement attached to this order—subject to the modifications to sections 5.2 and 5.3 below¹—is **GRANTED**, a final approval hearing is **RESERVED** for **October 9, 2025, at 10:00 a.m.**, and the court otherwise **ORDERS** as follows:

1. Except as otherwise specified here, the court adopts and incorporates by reference the terms and definitions of the settlement agreement.

¹ In advance of the preliminary approval hearing, the court provided the parties with a tentative ruling granting the motion subject to modification of the class and PAGA releases to ensure a proper scope. All parties confirmed at the preliminary approval hearing that they consent to these proposed modifications of the releases, which are adopted by this order.

- 1 2. The following Settlement Class is conditionally certified for settlement purposes (SA, §§ 1.5, 1.13):
2 *All current and former employees of Northeastern within the State of California who are or were*
3 *employed as non-exempt hourly employees by Northeastern during the Class Period,” which is the*
4 *period from October 31, 2019, through May 13, 2025.*
- 5 3. The court finds that the Settlement Class meets the requirements for certification under Code of Civil
6 Procedure section 382 because: (1) the proposed Settlement Class is numerous and ascertainable;
7 (2) there are predominant common questions of law or fact; (3) Powell’s claims are typical of the
8 claims of the members of the proposed Settlement Class; and (4) a class action is superior to other
9 methods to efficiently adjudicate this controversy.
- 10 4. The court has considered the *Dunk/Kullar* factors and preliminarily approves the settlement, subject
11 to the modification of sections 5.2 and 5.3, because it appears to be within the range of possible final
12 approval as a fair, adequate, and reasonable settlement.
- 13 5. The parties confirmed their agreement at the hearing that the class and PAGA releases set forth in
14 sections 5.2 and 5.3 of the settlement agreement shall be modified as follows:

15 5.2 Released Class Claims: Plaintiff and Participating Class Members shall
16 fully and finally release and discharge the Released Parties from all claims,
17 rights, demands, liabilities, and causes of action that are alleged, ~~or~~
18 ~~reasonably could have been alleged based on the facts and claims asserted~~
19 in the Action, and which arose during the Class Period, including the
20 following claims: (i) failure to pay minimum and straight time wages;
21 (ii) failure to pay overtime wages; (iii) failure to provide meal breaks;
22 (iv) failure to provide rest breaks; (v) failure to timely pay final wages upon
23 separation of employment; (vi) violation of California Labor Code section
24 226; (vii) failure to reimburse necessary business expenses; and (viii) unfair
25 or unlawful business practices under California Business & Professions
26 Code section 17200, *et seq.* (collectively, the “Released Class Claims”).

27 5.3 Released PAGA Claims: Plaintiff, the Aggrieved Employees, and the
28 LWDA shall fully and finally release and discharge Northeastern from any
and all claims for the recovery of civil penalties, attorneys’ fees and costs
permissible under PAGA which Plaintiff and/or the Aggrieved Employees
had, or may claim to have, against the Released Parties, arising out of the
violations alleged in the Action, or the PAGA Notice submitted in
connection with the Action, which arose during the PAGA Period,
including PAGA penalties for: (i) failure to pay overtime compensation;
(ii) failure to pay minimum and straight time wages; (iii) failure to provide
compliant meal and rest periods; (iv) failure to pay meal and rest period
premiums; (v) failure to pay all wages owed at discharge or resignation; (vi)
failure to provide complete and accurate wage statements; (vii) failure to
reimburse necessary business-related expenses; and (viii) violations of
Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512,
1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802.

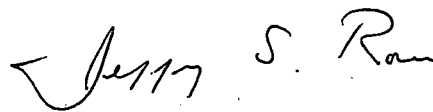
- 1 6. For settlement purposes only, Armani Powell is appointed as class representative. The court
2 preliminarily finds they will adequately represent the Settlement Class for settlement purposes.
- 3 7. For settlement purposes only, Wilshire Law Firm, PLC is appointed as Class Counsel. The court
4 preliminarily finds that Class Counsel will fairly and adequately represent the Settlement Class for
5 settlement purposes.
- 6 8. Phoenix Settlement Administrators, Inc. is appointed as settlement administrator. Phoenix shall carry
7 out all of the duties and responsibilities as set forth in the settlement agreement and this order,
8 including, inter alia, the provision of notice to the Settlement Class.
- 9 8. The court approves the proposed form of notice attached as internal exhibit A to the settlement
10 agreement, which appears as exhibit A to the declaration of John Yslas, subject to revision of the
11 statement of the releases at page 6 of the notice. **Counsel must revise the notice to ensure it**
12 **includes the modified class and PAGA releases approved by this order.** The court finds that
13 distribution of the approved notice in accordance with the plan set forth in the settlement agreement
14 (a) constitutes the best notice practicable under the circumstances, (b) constitutes valid, due, and
15 sufficient notice to all members of the Settlement Class, and (c) complies fully with the requirements
16 of California Code of Civil Procedure section 382 and California Rules of Court 3.766 and 3.769.
- 17 9. On **October 9, 2025, at 10:00 a.m.**, in Department 606 this court will hold a final approval hearing
18 to determine whether the settlement agreement should be finally approved as fair, reasonable, and
19 adequate as well as the attorney's fees, costs, and service award that should be approved. All briefing
20 and evidence for the motion for final approval and the motion for attorney's fees, costs, and service
21 awards shall be filed no later than **September 11, 2025**, with two paper courtesy copies of all
22 briefing and evidence promptly delivered to Department 606. Electronic courtesy copies of the
23 proposed order and proposed final form of judgment (in Word format) shall be delivered to the
24 Department 606 email inbox contemporaneously with e-filing. Class Counsel shall promptly inform
25 the court of contemplated appearances by members of the Settlement Class, including whether an
26 interpreter is needed. The court may change the date or time of the final approval hearing without
27 further notice to the Settlement Class.
- 28

10. The court sets the following administration deadlines in light of the terms of the settlement agreement.

Event	Deadline
Northeastern to Provide Class Data to Phoenix	14 days from preliminary approval. (SA, § 4.1): June 27, 2025
Phoenix to Distribute Notice	14 days from receipt of Class Data. (SA, § 7.4.2): July 11, 2025 (at the very latest)
Filing of Motion for Final Approval and Motion for Attorney's Fees, Costs, and Service Award	September 11, 2025
Final Approval Hearing	October 9, 2025, at 10:00 a.m. in Dept. 606

11. Class Counsel shall serve the LWDA with a copy of this order within **5 court days**.

Dated: June 13, 2025



JEFFREY S. ROSS
Judge of the Superior Court

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9 Attorneys for Plaintiff Armani Powell, individually
and on behalf of others similarly situated

10 [ADDITIONAL COUNSEL ON FOLLOWING PAGE]

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN FRANCISCO**

14 ARMANI POWELL, individually, and on
15 behalf of all others similarly situated,

16 *Plaintiff,*

17 vs.

18 NORTHEASTERN UNIVERSITY, a
corporation; and DOES 1 through 10,
19 inclusive,

20 *Defendants.*

Case No. CGC-24-614228

*Assigned for all purposes to:
Hon. Jeffrey S. Ross
Department 606*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 Landon R. Schwob (SBN 280908)
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2 Harrison M. Thorne (SBN 313295)
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7 Attorneys for Defendant Northeastern University

This Class Action and PAGA Settlement Agreement (“the Agreement”) is made by and entered into between Plaintiff Armani Powell (“Plaintiff”) and Defendant Northeastern University (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or, individually, as a “Party.”

1. **DEFINITIONS**

1.1 “Action” shall mean the lawsuit captioned *Armani Powell v. Northeastern University*, San Francisco County Superior Court, Case No. CGC-24-614228, filed on April 26, 2024.

1.2 “Administrator” shall mean Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” shall mean the amount the Administrator shall be paid from the GSA to reimburse it for reasonable fees and expenses it incurs in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.

1.4 “Aggrieved Employee(s)” shall mean all current and former employees of Northeastern within the State of California who are or were employed as non-exempt hourly employees by Northeastern during the PAGA Period.

1.5 “Class” shall mean all current and former employees of Northeastern within the State of California who are or were employed as non-exempt hourly employees by Northeastern during the Class Period.

1.6 “Class Counsel” shall mean John G. Yslas, Samantha A. Smith, Arrash T. Fattahi, Arman A. Salehi and Lisa B. Iturriaga of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” shall mean an award of attorneys’ fees granted to Class Counsel and paid from the GSA, for which Plaintiff shall seek the Court’s approval, in an amount to not exceed 1/3 of the GSA, and which is currently \$833,333.33.

1.8 “Class Counsel Litigation Expenses Payment” shall mean the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) and paid from the GSA.

1.9 "Class Data" shall mean Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.10 "Class Member" shall mean a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11 "Address Search" shall mean the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and shall mean including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members and/or Aggrieved Employees.

1.12 "Class Notice" shall mean the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A, hereto, and incorporated by reference into the Agreement.

1.13 "Class Period" or "Class Settlement Period" shall mean the period commencing on October 31, 2019, and ending on May 13, 2025.

1.14 "Class Representative" shall mean Plaintiff.

1.15 "Court" shall mean the Superior Court of California, County of San Francisco.

1.16 "Defendant" shall mean named Defendant Northeastern University.

1.17 "Defense Counsel" shall mean Landon R. Schwob, Harrison M. Thorne, and Carol Ibrahim of Fisher & Phillips, LLP.

1.18 "Effective Date" shall be the later of the following: (i) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters an order granting the motion for final approval of class settlement; (ii) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (iii) if any timely appeal(s) are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

1.19 "Enhancement Award" shall mean the payment to the Class Representative for initiating the Action and providing services in support of the Action, which shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), and which Defendant shall not oppose.

1.20 "Final Approval" shall mean the Court's order granting final approval of the Settlement.

1.21 "Final Approval Hearing" shall mean the Court's hearing on the Motion for Final Approval of the Settlement.

1.22 "Gross Settlement Amount" or "GSA" shall mean Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, *infra*.

1.23 "Individual Class Payment" shall mean the Participating Class Member's pro rata share of the NSA, calculated according to the number of Workweeks worked during the Class Period.

1.24 "Individual PAGA Payment" shall mean the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties Payment, calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25 "Judgment" shall mean the judgment entered by the Court based upon the Final Approval.

1.26 "LWDA" shall mean the California Labor and Workforce Development Agency, as referenced under Labor Code section 2699, subd. (i).

1.27 "LWDA PAGA Payment" shall mean the 65% of the PAGA Penalties Payment paid to the LWDA, under Labor Code section 2699, subd. (i).

1.28 "Net Settlement Amount" or "NSA" shall mean the GSA, less the following payments in the amounts approved by the Court: the PAGA Penalties Payment, the Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 "Non-Participating Class Member" shall mean any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1 1.30 "PAGA Pay Period" shall mean any Pay Period during which an Aggrieved Employee
2 worked for Defendant for at least one day during the PAGA Period.

3 1.31 "PAGA Period" shall mean the period from October 31, 2022, and ending on May 13,
4 2025.

5 1.32 "PAGA" shall mean the Private Attorneys General Act of 2004, codified at Labor Code
6 §§ 2698. et seq.

7 1.33 "PAGA Notice" shall mean Plaintiff's June 21, 2024, letter (LWDA-CM-1035612-24)
8 to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

9 1.34 "PAGA Penalties Payment" shall mean One Hundred Fifty Thousand Dollars and Zero
10 Cents (\$150,000.00), which is the total amount of PAGA civil penalties to be paid from the GSA,
11 allocated 35% to the Aggrieved Employees (\$52,500.00) and 65% to LWDA (\$97,500.00) in
12 settlement of the Released PAGA Claims.

13 1.35 "Participating Class Member" shall mean a Class Member who does not submit a valid
14 and timely Request for Exclusion from the Settlement.

15 1.36 "Preliminary Approval" shall mean the Court's order granting preliminary approval of
16 the Settlement.

17 1.37 "Released Class Claims" shall mean the claims being released as described in Paragraph
18 5.2, *infra*.

19 1.38 "Released PAGA Claims" shall mean the claims being released as described in
20 Paragraph 5.3, *infra*.

21 1.39 "Released Parties" shall mean Northeastern and any of its past, present, and future direct
22 or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns,
23 joint venturers, third parties, and other related entities, as well as each of their present and/or
24 future officers, directors, administrators, trustees, staff, members, managers, employees, agents,
25 representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as
26 any individual or entity which could be jointly liable with Northeastern.

1.40 "Request for Exclusion" shall mean a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member, and includes the Class Member's name, address and email address or telephone number.

1.41 "Response Deadline" shall mean 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.42 "Settlement" shall mean the disposition of the Action effected by the Agreement and the Judgment.

1.43 "Workweek" shall mean any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1 On April 26, 2024, Plaintiff filed a Class Action Complaint, initiating the Action, alleging Defendant: (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify employees for expenditures; and (8) violated California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* On June 21, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff sent the PAGA Notice to the LWDA and Defendant. On November 5, 2024, Plaintiff filed a First Amended Class & Representative Action Complaint in the Action, alleging claims for penalties pursuant to PAGA.

2.2 Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged in the Action.

2.3 On March 12, 2025, the Parties participated in an all-day mediation presided over by mediator Monique Ngo-Bonnici. With the help of Ms. Ngo-Bonnici, the Parties were able to reach

an agreement on general settlement terms and executed a Memorandum of Understanding thereafter.

2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5 The Court has not granted class certification because the Parties engaged in mediation before any class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that shall be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8, *infra*, Defendant shall pay the GSA to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted or that could have been asserted in the PAGA Notice. The GSA is non-reversionary and includes all: (1) the Class Payment; (2) the PAGA Penalties Payment; (3) the Class Counsel Fees Payment; (4) the Class Counsel Litigation Expenses Payment; (5) the Administration Expenses Payment; and (6) the Enhancement Award.

3.2 Any employer taxes, including the employer FICA, FUTA, and SDI contributions, and other payroll taxes, in connection with payment of the Individual Class Payments, shall be paid separately from the GSA.

3.3 Payments from the GSA. The Administrator shall make and deduct the following payments from the GSA, in the amounts specified by the Court in the Final Approval:

1 3.3.1 To Plaintiff: The Enhancement Award, an Individual Class Payment, if entitled to
2 same, and an Individual PAGA Payment, if entitled to same. Plaintiff shall seek Court approval
3 for the Enhancement Award no later than 16 court days prior to the Final Approval Hearing, or
4 as otherwise ordered by the Court. If the Court approves the Enhancement Award, but in a sum
5 less than the amount requested, the Administrator shall retain the remainder in the NSA to be
6 distributed to the Participating Class Members. The Administrator shall pay the Enhancement
7 Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee
8 taxes owed on the Enhancement Award.

9 3.3.2 To Class Counsel: The Class Counsel Fees Payment and the Class Counsel
10 Litigation Expenses Payment. Defendant shall not oppose requests for these payments. Plaintiff
11 and/or Class Counsel shall file a motion seeking the Class Counsel Fees Payment and Class
12 Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval
13 Hearing, or as otherwise ordered by the Court. If the Court approves the Class Counsel Fees
14 Payment and/or the Class Counsel Litigation Expenses Payment, but in a sum less than the
15 amounts requested, the Administrator shall allocate the remainder to the NSA for distribution to
16 the Participating Class Members. The Released Parties shall have no liability to Class Counsel
17 or any other Plaintiff's counsel arising from any claim to any portion of the Class Counsel Fees
18 Payment and/or the Class Counsel Litigation Expenses Payment. The Administrator shall pay the
19 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment using one or
20 more IRS Forms 1099. Class Counsel assumes full responsibility and liability for taxes owed on
21 the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
22 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any
23 division or sharing of any of these payments.

24 3.3.3 To the Administrator: The Administrator Expenses Payment for actual costs, not to
25 exceed \$13,900.00 except for a showing of good cause and as approved by the Court. To the
26 extent the costs of administering the Settlement are less than that sum, or should the Court approve
27 payment in a sum less than that requested, the Administrator shall retain the remainder in the NSA
28 to be distributed to the Participating Class Members.

3.3.4 To Each Participating Class Member: An Individual Class Payment, to be calculated by (a) dividing the NSA by the total number of Workweeks worked by all of the Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

3.3.4.1 Tax Allocation of the Individual Class Payments. Twenty percent (20%) of each of the Individual Class Payments shall be allocated to the settlement of wage claims ("the Wage Portion"). The Wage Portion is subject to tax withholding and shall be reported on an IRS Form W-2. The remaining eighty percent (80%) of each of the Individual Class Payments shall be allocated to the settlement of claims for interest and penalties ("the Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and shall be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.3.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members shall not receive any Individual Class Payment. The Administrator shall retain amounts equal to their Individual Class Payments in the NSA for distribution to Participating Class Members on a pro-rata basis.

3.3.5 To the LWDA and Aggrieved Employees: The PAGA Penalties Payment.

3.3.5.1 The Administrator shall calculate each of the Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA penalties (\$52,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.5.2 If the Court approves the PAGA Penalties Payment, but in an amount less than that requested, the Administrator shall allocate the remainder to the NSA to be distributed to Participating Class Members. The Administrator shall report the Individual PAGA Payments on IRS Forms 1099.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1 Workweeks and PAGA Pay Periods. Based on a review of its records, Defendant
3 represents there are 1,521 Class Members, who collectively worked approximately 59,000
4 Workweeks.

5 4.2 Class Data. Not later than 14 days after the Court grants Preliminary Approval of the
6 Settlement, Defendant shall deliver the Class Data to the Administrator, in the form of a Microsoft
7 Excel spreadsheet. To protect Class Members' privacy rights, the Administrator shall maintain
8 the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no
9 other purpose, and restrict access to the Class Data to Administrator employees who need access
10 to the Class Data to effect and perform under the Agreement. Defendant has a continuing duty to
11 immediately notify Class Counsel if it discovers that the Class Data omitted class member
12 identifying information and to provide corrected or updated Class Data as soon as reasonably
13 feasible. Without any extension of the deadline by which Defendant must send the Class Data to
14 the Administrator, the Parties and their counsel shall expeditiously use best efforts, in good faith,
15 to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

16 4.3 Funding of the GSA. Defendant shall fully fund the GSA and the amounts necessary to
17 fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no
18 later than 14 calendar days after the Effective Date.

19 4.4 Payments from the GSA. Within seven (7) days after Defendant fully funds the GSA,
20 the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA
21 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
22 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award.
23 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
24 Payment, and the Enhancement Award shall not precede disbursement of Individual Class
25 Payments and Individual PAGA Payments.

26 4.4.1 The Administrator shall issue checks for the Individual Class Payments and/or
27 Individual PAGA Payments and send them to the Participating Class Members and/or Aggrieved
28 Employees via First Class U.S. Mail. The face of each check shall prominently state the date (180

days after the date of mailing) when the check shall be voided ("Void Date"). The Administrator shall cancel all checks not cashed by the Void Date. For any employees qualifying as both a Participating Class Member and an Aggrieved Employee, the Administrator may send said employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator shall update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator shall conduct the Address Search for all other Participating Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator shall re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, so long as a request for same is made by the Participating Class Member and/or Aggrieved Employee prior to the Void Date.

4.4.3 For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Participating Class Members and/or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in the Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the GSA and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,

1 Participating Class Members, Aggrieved Employees and Class Counsel shall release claims
2 against the Released Parties as follows:

3 5.1 Plaintiff's Release. Plaintiff shall release and discharge the Released Parties from
4 all claims, transactions, or occurrences, that occurred during the Class Period and PAGA Period,
5 including all claims that were, or reasonably could have been, alleged, based on the facts
6 contained in the Action; all PAGA claims that were, or reasonably could have been alleged based
7 on facts contained in the Action, or the PAGA Notice; and claims under the Fair Employment
8 and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the
9 California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release").
10 Plaintiff's Release does not extend to any claims or actions to enforce the Agreement, or to any
11 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
12 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
13 Period and PAGA Period. Plaintiff acknowledges that she may discover facts or law different
14 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
15 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
16 such different or additional facts or Plaintiff's discovery of them.

17 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
18 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
19 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

24 5.2 Released Class Claims: Plaintiff and Participating Class Members shall fully and finally
25 release and discharge the Released Parties from all claims, rights, demands, liabilities, and causes
26 of action that are alleged, or reasonably could have been alleged based on the facts and claims
27 asserted in the Action, and which arose during the Class Period, including the following claims:
28 (i) failure to pay minimum and straight time wages; (ii) failure to pay overtime wages; (iii) failure

to provide meal breaks; (iv) failure to provide rest breaks; (v) failure to timely pay final wages upon separation of employment; (vi) violation of California Labor Code section 226; (vii) failure to reimburse necessary business expenses; and (viii) unfair or unlawful business practices under California Business & Professions Code section 17200, *et seq.* (collectively the “Released Class Claims”).

5.3 Released PAGA Claims: Plaintiff, the Aggrieved Employees, and the LWDA shall fully and finally release and discharge Northeastern from any and all claims for the recovery of civil penalties, attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have, against the Released Parties, arising out of the violations alleged in the Action, or the PAGA Notice submitted in connection with the Action, which arose during the PAGA Period, including: (i) failure to pay overtime compensation; (ii) failure to pay minimum and straight time wages; (iii) failure to provide compliant meal and rest periods; (iv) failure to pay meal and rest period premiums; (v) failure to pay all wages owed at discharge or resignation; (vi) failure to provide complete and accurate wage statements; (vii) failure to reimburse necessary business-related expenses; and (viii) violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802 (collectively the “Released PAGA Claims”).

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Plaintiff’s Responsibilities. Plaintiff shall prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the Settlement of the Released PAGA Claims under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of Settlement of the Released PAGA Claims; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to

represent the Class Members and its timely transmission to the LWDA of the Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that shall be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel shall obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to the Agreement, Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by the Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator shall become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator shall send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to the Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member and/or Aggrieved Employee addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct the Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

1 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
2 and/or PAGA Pay Periods, and Requests for Exclusion shall be extended an additional 14 days
3 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice
4 is re-mailed. The Administrator shall inform the Class Member of the extended deadline with the
5 re-mailed Class Notice.

6 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data and should
8 have received Class Notice, the Parties shall expeditiously meet and confer in person or by
9 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
10 If the Parties agree, such persons shall be Class Members entitled to the same rights as other Class
11 Members, and the Administrator shall send, via email or overnight delivery, a Class Notice
12 requiring them to exercise options under the Agreement not later than 14 days after receipt of
13 Class Notice, or the deadline dates in the Class Notice, whichever are later.

14 7.5 Requests for Exclusion (Opt-Outs).

15 7.5.1 Class Members who wish to exclude themselves from ("opt-out" of) the Settlement
16 of the Released Class Claims must send the Administrator, by fax, email, or mail, a signed written
17 Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus
18 an additional 14) days for Class Members whose Class Notice is re-mailed.. To be valid, a Request
19 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

20 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
21 to contain all the information specified in the Class Notice. The Administrator shall accept any
22 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
23 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
24 determination shall be final and not appealable or otherwise susceptible to challenge. If the
25 Administrator has reason to question the authenticity of a Request for Exclusion, the
26 Administrator may demand additional proof of the Class Member's identity. The Administrator's
27 determination of authenticity shall be final and not appealable or otherwise susceptible to
28 challenge.

1 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
2 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
3 bound by all terms and conditions of the Settlement, including the Participating Class Members'
4 Releases under paragraphs 5.2 and 5.3 of the Agreement, regardless of whether the Participating
5 Class Member actually receives the Class Notice or objects to the Settlement.

6 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
7 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
8 right to object to the Settlement of the Released Class Claims. Because future PAGA claims are
9 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
10 are also Aggrieved Employees are deemed to release the Released PAGA Claims identified in
11 Paragraph 5.3 of the Agreement and are eligible to receive an Individual PAGA Payment.

12 7.6 Challenges to Calculation of Workweeks or PAGA Pay Periods. Each Class Member
13 and/or Aggrieved Employee shall have 45 days after the Administrator mails the Class Notice
14 (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the
15 number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or
16 Aggrieved Employee in the Class Notice. The Class Member and/or Aggrieved Employee may
17 challenge the allocation by communicating with the Administrator via fax, email or mail. The
18 Administrator shall encourage the challenging Class Member and/or Aggrieved to submit
19 supporting documentation. In the absence of any contrary documentation, the Administrator is
20 entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice
21 are correct so long as they are consistent with the Class Data. The Administrator's determination
22 of each Class Member's and/or Aggrieved Employee's allocation of Workweeks and/or PAGA
23 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
24 Administrator shall promptly provide copies of all challenges to the calculation of Workweeks
25 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
26 determination of the challenges.

27 7.7 Objections to Settlement.
28

1 7.7.1 Only Participating Class Members may object to the Settlement of the Released
2 Claims and/or the Agreement, including contesting the fairness of the Settlement, amounts
3 requested for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
4 and/or the Enhancement Award.

5 7.7.2 Participating Class Members may send written objections to the Administrator, by
6 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
7 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
8 Participating Class Member who elects to send a written objection to the Administrator must do
9 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
10 14 days for Class Members whose Class Notice was re-mailed).

11 7.7.3 Non-Participating Class Members have no right to object to the Settlement of the
12 Released Class Claims.

13 7.8 Administrator Duties. The Administrator shall perform or observe all tasks to be
14 performed or observed by the Administrator contained in the Agreement or otherwise.

15 7.8.1 Website, Email Address and Toll-Free Number. The Administrator shall establish,
16 maintain and use an internet website to post information of interest to Class Members including
17 the date, time and location for the Final Approval Hearing and copies of the Agreement; Motion
18 for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval;
19 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and
20 Enhancement Award; the Final Approval Order; and the Judgment. The Administrator shall also
21 maintain and monitor an email address and a toll-free telephone number to receive Class Member
22 calls, faxes and emails.

23 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator shall
24 promptly review, on a rolling basis, Requests for Exclusion to ascertain their validity. Not later
25 than five (5) days after the Response Deadline, the Administrator shall email a list to Class
26 Counsel and Defense Counsel containing (a) the names and other identifying information of Class
27 Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the
28

names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted, regardless of validity.

7.8.3 Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received, regardless of validity, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator shall provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court, attesting to its due diligence and compliance with all of its obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion received, regardless of validity, the number of written objections and attach the Exclusion List. The Administrator shall supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel shall be responsible for filing the Administrator's declaration(s) with the Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days of the Administrator's disbursement of the entire GSA, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under the Agreement. At least 15 days before any deadline set by the Court, the Administrator shall prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under the Agreement. Class Counsel shall be responsible for filing the Administrator's declaration(s) with the Court.

8. **ESCALATOR CLAUSE.** The GSA is based on Defendant's representation that the Class Members worked approximately 59,000 Workweeks. Should the final number of Workweeks ultimately increase by more than 10% (i.e., more than 5,900 Workweeks, exceeding 64,900), Defendant shall, at its sole discretion, have the option to: (i) increase the GSA on a pro rata basis relative to the increase in Workweeks above 10% (for example, if the number of Workweeks increases by 11% to 65,490, the GSA shall increase by 1% to \$2,525,000.00); or (ii) end the Class Period on a date in which the Workweeks are equal to or less than 64,900 Workweeks.

8.1 To avoid any uncertainty as to the Class and PAGA Period end dates, Defendant and or the Administrator shall verify the total Workweek count and confirm the end dates of the Class and PAGA Periods prior to Plaintiff filing her Motion for Preliminary Approval.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If more than 10% of the Class Members submit valid opt-outs of the Settlement, Northeastern may, in its sole discretion, withdraw from the Settlement, subject to paying any settlement administration expenses incurred to date. Northeastern shall meet and confer with Class Counsel before withdrawing from the Settlement pursuant to this provision. Defendant shall notify Class Counsel and the Court of its election to withdraw not later than five (5) court days after the Administrator sends the final opt-out list to the Parties. Late elections shall have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff shall file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the Settlement of the Released PAGA Claims under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel shall expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no

1 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
2 accepted by the Court.

3 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of
5 release to be granted by Class Members), the Parties shall expeditiously work together in good
6 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
7 Approval. The Court's decision to award less than the amounts requested for the Enhancement
8 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
9 Administration Expenses Payment shall not constitute a material modification to the Agreement
10 within the meaning of this paragraph.

11 10.3 Continuing Jurisdiction of the Court. The Court shall retain jurisdiction over the Parties,
12 the Action, and the Settlement solely for purposes of (i) enforcing the Agreement and/or
13 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
14 judgment matters as are permitted by law.

15 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of the Agreement, the Parties, their respective counsel, and all Participating Class
17 Members who did not object to the Settlement as provided in the Agreement, waive all rights to
18 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
19 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
20 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
21 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under the
22 Agreement shall be suspended until such time as the appeal is finally resolved and the Judgment
23 becomes final, except as to matters that do not affect the amount of the NSA.

24 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
26 modification of the Agreement (including, but not limited to, the scope of release to be granted
27 by Class Members), the Agreement shall be null and void. The Parties shall nevertheless
28 expeditiously work together in good faith to address the appellate court's concerns and to obtain

Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional administration costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the GSA remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure §384, the Parties shall work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. The Agreement represents a compromise and settlement of highly disputed claims. Nothing in the Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Class Action Complaint or First Amended Class & Representative Action Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Class certification and representative treatment is for purposes of the Settlement, only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, the Agreement and Parties' willingness to settle the Action shall have no bearing on, and shall not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and the Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall, until the Motion for Preliminary Approval of Settlement is filed, not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties'

attorneys, accountants, or spouses, all of whom shall be instructed to keep the Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or (6) to the extent necessary to prepare the Motion for Preliminary Approval of Settlement to be filed. Each Party shall immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall not, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding the Agreement or the matters giving rise to the Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees shall not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, the Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to the Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of the Agreement including any amendments to the Agreement.

12.6 Cooperation. The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the

Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties shall seek the assistance of a mediator and/or the Court for resolution. The Parties and their counsel shall not take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant shall not oppose Plaintiff's motions seeking Preliminary Approval and Final Approval.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Agreement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. The Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. The Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of the Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of the Agreement. The Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

1 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
2 entered during the Action and in the Agreement relating to the confidentiality of information shall
3 survive the execution of the Agreement.

4 12.14 Headings. The descriptive heading of any section or paragraph of the Agreement is
5 inserted for convenience of reference only and does not constitute a part of the Agreement.

6 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in the Agreement
7 shall be to calendar days. In the event any date or deadline set forth in the Agreement falls on a
8 weekend or federal legal holiday, such date or deadline shall be on the first court day thereafter.

9 12.16 Notice. All notices, demands, or other communications between the Parties in
10 connection with the Agreement shall be in writing and deemed to have been duly given as of the
11 third court day after mailing by United States mail, or the day sent by email or messenger,
12 addressed as follows:

13 To Plaintiff:

14 John G. Yslas
15 john.yslas@wilshirelawfirm.com
16 Samantha A. Smith
17 Samantha.smith@wilshirelawfirm.com
18 Arrash T. Fattahi
19 afattahi@wilshirelawfirm.com
20 Arman A. Salehi
21 asalehi@wilshirelawfirm.com
22 Lisa B. Iturriaga
23 lisa.iturriaga@wilshirelawfirm.com
24 **WILSHIRE LAW FIRM**
25 3055 Wilshire Blvd., 12th Floor
26 Los Angeles, California 90010
27 Telephone: (213) 381-9988
28 Facsimile: (213) 381-9989

To Defendant:

 Landon R. Schwob
 lschwob@fisherphillips.com
 Harrison M. Thorne
 hthorne@fisherphillips.com
 Carol Ibrahim
 cibrahim@fisherphillips.com
 FISHER & PHILLIPS LLP
 444 South Flower Street, Suite 1500
 Los Angeles, California 90071
 Telephone: (213) 330-4500
 Facsimile: (213) 330-4501

1
2 12.17 Execution in Counterparts. The Agreement may be executed in one or more counterparts
3 by facsimile, electronically (i.e. DocuSign), or by email which for purposes of the Agreement
4 shall be accepted as an original. All executed counterparts and each of them shall be deemed to
5 be one and the same instrument if counsel for the Parties shall exchange between themselves
6 signed counterparts. Any executed counterpart shall be admissible in evidence to prove the
7 existence and contents of the Agreement.

8 12.18 Stay of Litigation. Upon execution of the Agreement, the Action shall be stayed, except
9 to effectuate the terms of the Agreement. Upon execution of the Agreement, pursuant to CCP
10 section 583.330, the date to bring a case to trial under CCP section 583.310 shall be extended for
11 the entire period needed to effectuate the Settlement.

12 12.19 Binding Agreement. The Parties intend that the Agreement shall be fully enforceable
13 and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be
14 admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid.
15 Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise
16 might apply under federal or state law. The Parties further agree and intend that the Court may
17 enforce the Agreement pursuant to Code of Civil Procedure § 664.6.

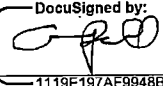
18 12.20 Neutral Employment Reference. Defendant agrees that it shall adopt a neutral reporting
19 policy regarding any future employment references related to Plaintiff. In the event that any
20 potential or future employers of Plaintiff requests a reference regarding Defendant's employment
21 of Plaintiff, Defendant shall only provide Plaintiff's date of employment, job title(s) during
22 employment, and final rate of pay.

23 12.21 Court Approval. If the Court fails to approve the Settlement for any reason, the Parties
24 shall attend mediation again, in good faith and with neutral Monique Ngo-Bonnici, in an effort to
25 reach a settlement that may be approved by the Court.

26 IT IS SO AGREED.
27
28

1 By the Parties:

2
3
4 DATED: 5/16/2025

DocuSigned by:

1119E197AF9948B...

Plaintiff Armani Powell

5
6
7 DATED: _____

Defendant Northeastern University

8
9 By: _____
10 Position: _____
11

12 Approved by counsel:

13 DATED: 05/16/2025

WILSHIRE LAW FIRM

14
15 
16 BY: _____
John G. Yslas
17 Counsel for Plaintiff Armani Powell

18 DATED: _____

FISHER & PHILLIPS, LLP

19
20
21 BY: _____
Landon R. Schwob
22 Counsel for Northeastern University
23
24
25
26
27
28

EXHIBIT A

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Armani Powell v. Northeastern University,
San Francisco County Superior Court, Case No. CGC-24-614228

***The San Francisco County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from the proposed settlement of an employee class and representative action lawsuit (“the Action”) against Northeastern University (“Defendant”) for alleged wage and hour violations (“the Settlement”). The Action was filed by former employee Armani Powell, and seeks (1) payment of unpaid wages and other relief for a class of all current and former employees of Defendant within the State of California who are or were employed as non-exempt hourly employees by Defendant (“Class Members”) during the Class Period (commencing on October 31, 2019, and ending on May 13, 2025), and (2) penalties (“PAGA Penalties”) under the California Private Attorneys General Act of 2004 (“PAGA”) for all current and former employees of Defendant within the State of California who are or were employed as non-exempt hourly employees by Defendant during the PAGA Period (commencing on October 31, 2022, and ending on May 13, 2025) (“Aggrieved Employees”).

The Settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Class Payments (“the Class Settlement”); and (2): a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”) (“the PAGA Settlement”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the PAGA Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ Workweeks during the Class Period and you worked _____ Pay Periods during the PAGA Period.** If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The San Francisco County Superior Court (“the Court”) has already Preliminarily Approved the Settlement and approved this Notice. The Court has not yet decided whether to grant Final Approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY.** You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class Settlement, and you will retain the right to pursue your own legal claims against Defendant that are the subject of the Class Settlement. However, you are unable to exclude yourself from the PAGA Settlement. Thus, even if you exclude yourself from the Class Settlement, you will still receive a portion of the PAGA Settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your Workweeks or Pay Periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant at some point(s) during the Class Period, and are therefore a Class Member, Aggrieved Employee, or both, for purposes of the Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for PAGA Penalties brought under PAGA. If you are a Class Member, and worked for Defendant during the PAGA Period, you are also an "Aggrieved Employee."

If the Court grants Final Approval of the Settlement, a Settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members and Aggrieved Employees. You are encouraged to always keep your address up to date with the Settlement Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court is in charge of the Action. The case is titled *Armani Powell v. Northeastern University*, Case No. CGC-24-614228. The person who sued, Armani Powell, is the Plaintiff, and the entity sued, Northeastern University, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Plaintiff alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal breaks; (4) failure to provide rest breaks; (5) failure to timely pay final wages upon separation of employment; (6) violation of California Labor Code section 226; (7) failure to reimburse necessary business expenses; and (8) unfair or unlawful business practices under California Business and Professions Code section 17200, *et seq.* In addition, Plaintiff is seeking to recover PAGA Penalties based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a "Class" and, individually, "Class Members." Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the Action. Plaintiff believes Plaintiff would win at trial. Defendant believes that the Action would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. Plaintiff, as well as Class Counsel, believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes all current and former employees of Defendant within the State of California who are or were employed as non-exempt hourly employees by Defendant at any time during the Class Period.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in the Action, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of \$2,500,000.00 to settle the Action. From the GSA, Class Counsel will apply to the Court for: (1) attorneys' fees of one third of the GSA, or

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

\$833,333.33 (“Class Counsel Fees Payment”), and reimbursement for reasonable costs of \$25,000.00 (“Class Counsel Litigation Expenses Payment”); (2) an Enhancement Award of \$15,000.00 to Plaintiff (for Plaintiff’s work and efforts prosecuting the Action); and (3) an Administration Expenses Payment to Phoenix Settlement Administrators, not to exceed \$0,000.00. The exact amount of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Enhancement Award, and Administration Expenses Payment will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$1,476,666.67. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Class Settlement.

PAGA Penalties payment: As part of the PAGA Settlement, the Parties will ask the Court to approve a \$150,000.00 payment in settlement of claims for PAGA Penalties. As required under PAGA, 65% of the payment for PAGA Penalties, or \$97,500.00, will be paid to the LWDA. The remaining 35% of the payment for PAGA Penalties, or \$52,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period. Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant during the PAGA Period, you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employee’s Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt out of the PAGA Settlement. *See, e.g., Robinson v. So. County Oil*, 53 Cal. App. 476 (2020).

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the Settlement Administrator, whose contact information is listed in Section 12, below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Approval Hearing on _____, to decide whether to approve the Settlement. If the Court approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the effective date of the Settlement will be the date of entry of the Court's Order granting Final Approval ("the Effective Date").

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Settlement Class Members and Aggrieved Employees approximately 45 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Settlement Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves the Settlement and unless you exclude yourself, you will become a Settlement Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in the Class Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims (described below) against Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future officers, directors, administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could be jointly liable with Defendant ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The "Released Class Claims" means Plaintiff and Settlement Class Members shall fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Action, and which arose during the Class Period, including the following claims:

(i) failure to pay minimum and straight time wages; (ii) failure to pay overtime wages; (iii) failure to provide meal breaks; (iv) failure to provide rest breaks; (v) failure to timely pay final wages upon separation of employment; (vi) violation of California Labor Code section 226; (vii) failure to reimburse necessary business expenses; and (viii) unfair or unlawful business practices under California Business & Professions Code section 17200, *et seq.*

Released PAGA Claims: The “Released PAGA Claims” means Plaintiff, the Aggrieved Employees, and the LWDA shall fully and finally release and discharge Defendant from any and all claims for the recovery of civil penalties, attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have, against the Released Parties, arising out of the violations alleged in the Action, or the PAGA Notice submitted in connection with the Action, including: (i) failure to pay overtime compensation; (ii) failure to pay minimum and straight time wages; (iii) failure to provide compliant meal and rest periods; (iv) failure to pay meal and rest period premiums; (v) failure to pay all wages owed at discharge or resignation; (vi) failure to provide complete and accurate wage statements; (vii) failure to reimburse necessary business-related expenses; and (viii) violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802. This release is limited to claims arising during the PAGA Period.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE CLASS SETTLEMENT?

To exclude yourself from the Class Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 45 days after this Notice was mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the Settlement Administrator to identify you. You can send your request for exclusion to the Settlement Administrator at:

[INSERT]:
Northeastern University Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Class Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to the PAGA Settlement. If you ask to be excluded from the Class Settlement, you will not be able to object to the Class Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period. If you ask to be excluded from the Class Settlement, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that the Class Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

must exclude yourself from the Class Settlement in order to continue your own lawsuit. Remember, the exclusion deadline is [45 days after this Notice was mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THE CLASS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from the Class Settlement. However, if you timely exclude yourself from the Class Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THE ACTION

15. DO I HAVE A LAWYER IN THE ACTION?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the Action. These lawyers are called "Class Counsel" and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
Samantha A. Smith
Samantha.smith@wilshirelawfirm.com
Arrash T. Fattahi
afattahi@wilshirelawfirm.com
Arman A. Salehi
asalehi@wilshirelawfirm.com
Lisa B. Iturriaga
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve the Class Counsel Fees Payment (\$833,333.33, or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the Action, and negotiating the Settlement. Class Counsel will also ask the Court to approve the Class Counsel Litigation Expenses Payment (up to \$25,000.00 in litigation expenses incurred in the Action). The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve the Enhancement Award, a payment to Plaintiff in the amount of \$15,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award Plaintiff less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2025, at the following address:

[INSERT]
Northeastern University Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval Hearing, the Settlement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval Hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from the Settlement. If you submit both an objection and a request to be excluded from the Settlement, the request to be excluded will control and you will not get any money from the Settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department 606 of the San Francisco County Superior Court (located at 400 McAllister St., San Francisco, California 94102), to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Enhancement Award, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

20. DO I HAVE TO COME TO THE HEARING?

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you timely mailed your written objection to the Settlement Administrator, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a payment from the Settlement, and you will be bound by the terms of the Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant based on the claims settled in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15, above, if you have any questions about the Settlement. You may also contact the Settlement Administrator, Phoenix Settlement Administrators by calling toll free 1-800-_____, or you can write to the Settlement Administrator at the following address:

[INSERT]

Northeastern University Settlement

XXXXXX
City, State, XXXXXX
Email:
Fax

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THE SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On June 13, 2025, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: June 13, 2025

Brandon E. Riley, Court Executive Officer

By: _____



Sean Kane, Deputy Clerk