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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN FRANCISCO**

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

13 *Plaintiff,*

14 vs.

15 NORTHEASTERN UNIVERSITY, a corporation;
16 and DOES 1 through 10, inclusive,

17 *Defendants.*

Case No. CGC-24-614228

*Assigned for all purposes to:
Hon. Jeffrey S. Ross
Department 613*

**DECLARATION OF MAYRA GONZALEZ
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Powell v. Northeastern University*. (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from October 31, 2019 to May 13, 2025 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from October 31, 2022 to May 13, 2025 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, Enhancement Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On June 27, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and employment dates for each Class Member (“Class List”) during the Class Period. The final mailing list contained one thousand five hundred eighty-two (1,582) individuals identified as Class Members.

1 4. On July 11, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On July 11, 2025, Phoenix mailed the Notice via U.S. first class mail to all one
6 thousand five hundred eighty-two (1,582) Class Members on the Class List. A true and correct copy
7 of the mailed Notice is attached hereto as **Exhibit A**.

8 6. On October 10, 2025, Phoenix received an additional data file containing the names
9 of seventy-nine (79) class members who were inadvertently omitted from the initial mailing.

10 7. On January 23, 2026, Phoenix mailed Class Notices to the seventy-nine (79)
11 additional class members who were previously omitted and mailed postcards to the one thousand
12 five hundred eighty-two (1,582) class members to whom Class Notices had already been sent. The
13 postcards advised that certain information contained in the previously mailed Class Notice had been
14 amended, and further advised that the Final Approval Hearing had been rescheduled to April 30,
15 2026, at 10:00 a.m. A true and correct copy of the postcard is attached hereto as **Exhibit B**.

16 8. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

17 9. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
18 from Class Members. The deadline to request exclusion from the Class Settlement for the initial
19 mailing was August 25, 2025, and the deadline for the 79 additional class members was March 23,
20 2026.

21 10. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
22 from Class Members. The deadline for objecting to the Class Settlement for the initial mailing was
23 August 25, 2025, and the deadline for the 79 additional class members was March 23, 2026. The
24 general deadline for objecting to the Class Settlement is September 18, 2025.

25 11. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
26 from Class Members. The deadline to submit a dispute for the initial mailing was August 25, 2025,
27 and the deadline for the 79 additional class members was March 23, 2026.

12. There are one thousand six hundred sixty (1,660) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 99.94% of the Class. Settlement Class Members have worked a collective total of sixty-eight thousand nine hundred fifty-four (68,954) Workweeks during the Class Period. Each Workweek is valued at approximately \$22.94.

13. The Escalator Clause of the Settlement Agreement provides that if the total number of Workweeks during the Class Period exceeds ten percent (10%) of fifty-nine thousand (59,000), Defendant may either increase the Gross Settlement Amount proportionally above ten percent (10%) or cut off the Class Period as of the date the Workweeks exceeded the ten percent (10%) threshold. During the Class Period, the total number of Workweeks reached 68,981, which triggered the Escalator Clause and resulted in an increase of \$172,923.73. Accordingly, the new Gross Settlement Amount is \$2,672,923.73.

14. The Net Settlement Amount of \$1,582,024.89 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$833,333.33 plus \$57,641.24 from the Escalator Increase), and Class Counsel costs (\$21,024.26), requested Enhancement Award (\$15,000.00), the PAGA Amount (\$150,000.00), and the requested Settlement Administration Costs (\$13,900.00) from the Gross Settlement Amount (\$2,672,923.73).

15. In addition to the Enhancement Award, Plaintiff's estimated Individual Settlement Payment is \$871.84, and the estimated Individual PAGA Payment is \$33.31.

16. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$6,630.58, the lowest Individual Settlement Share to be paid is approximately \$22.94, while the average Individual Settlement Share to be paid is approximately \$953.03. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

17. Additionally, \$150,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 65%, or

1 \$97,500.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 35%,
2 or \$52,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
3 are or were employed by Defendant during the PAGA Period. There are eighty-five (85) Aggrieved
4 Employees who worked a total of one thousand five hundred fifty-three (1,533) Pay Periods during
5 the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$201.63, and
6 the average Individual PAGA Payment to be paid is approximately \$34.25.

7 18. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
8 due separately and apart from the Gross Settlement Amount.

9 19. Phoenix’s costs associated with the administration of this matter are \$13,900.00.
10 This includes all costs incurred to date, as well as estimated costs involved in completing the
11 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
12 **Exhibit C.**

13
14 I declare under penalty of perjury of the laws of the State of California that the foregoing is
15 true and correct.

16 Executed this 30th day of March 2026, at Orange, California.

17
18 
19 MAYRA GONZALEZ

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 employee class and representative action lawsuits (“Action”) against Northeastern University (“Defendant” or “Northeastern”) for alleged wage and hour violations. 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 under the California Private Attorney General Act (“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 proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, 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”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount».** 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 Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Total_Weeks» Workweeks during the Class Period and you worked «PAGA_Pay_Periods» 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	
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. 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 to 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?

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 Northeastern 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 \$833,333.33 (“Class Counsel Fees Payment”), and reimbursement for reasonable costs of \$25,000.00 (“Class Counsel Litigation Expenses Payment”); (2) a Class Representative Service Payment of \$15,000.00 to Plaintiff (for Plaintiff’s work and efforts prosecuting the Action); (3) an Administration Expenses Payment to Phoenix Settlement Administrators, not to exceed \$13,900.00; and a PAGA Penalties payment of \$150,000.00. The exact amount of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, 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 **\$1,462,766.67**. 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 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 from 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 Employees’ 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).

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 PAGA 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 Fairness Hearing on October 9, 2025, to decide whether to approve the Settlement. If the Judge 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.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating 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 Participating 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

QUESTIONS? CALL 1-800-523-2773 TOLL FREE

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 this Settlement and unless you exclude yourself, you will become a Participating 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 this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against Northeastern 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 Northeastern (“Released Parties”). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The “Released Class Claims” means Plaintiff and Participating 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 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 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.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE 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:

Phoenix Settlement Administrators
Northeastern University Settlement
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com
powell-v-northeastern-university.phoenixcases.com

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 must exclude yourself from the Class Settlement in order to continue your own lawsuit. Remember, the exclusion deadline is August 25, 2025.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS 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 THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

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
Arrash T. Fattahi
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi
arman.salehi@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 Class Representative Service Payment, 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.

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 August 25, 2025, at the following address:

Phoenix Settlement Administrators
Northeastern University Settlement
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com
powell-v-northeastern-university.phoenixcases.com

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 10:00 a.m. on October 9, 2025, 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 Class Representative Service Payment, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

20. DO I HAVE TO COME TO THE HEARING?

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 about 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 1-800-523-5773, or you can write to the Settlement Administrator at the following address:

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

**EL TRIBUNAL APROBÓ LA NOTIFICACIÓN DE DEMANDA COLECTIVA Y EL ACUERDO DE PAGA Y LA
FECHA DE LA AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL**

Armani Powell contra Northeastern University,
Tribunal Superior del Condado de San Francisco, Caso No. CGC-24-614228

***El Tribunal Superior del Condado de San Francisco autorizó este aviso.
No es correo basura, ni spam, ni un anuncio, ni una solicitud de un abogado.
Le rogamos que lo lea atentamente. Usted no está siendo Demandado.***

Usted puede ser elegible para recibir dinero de las Demandas colectivas y representativas de los empleados (“Demanda”) contra Northeastern University (“Demandado” o “Northeastern”) por supuestas violaciones de salarios y horas. La Demanda fue presentada por el ex empleado, Armani Powell, y busca (1) el pago de salarios no pagados y otras compensaciones para una Clase de todos los empleados actuales y anteriores del Demandado dentro del Estado de California que son o fueron empleados como empleados por hora no exentos por el Demandado (“Miembros de la Clase”) durante el Período de la Clase (comenzando el 31 de octubre de 2019 y terminando el 13 de mayo de 2025); y (2) sanciones en virtud de la Ley General de Abogados Privados de California (“PAGA”) para todos los empleados actuales y anteriores del Demandado dentro del Estado de California que estén o hayan estado empleados como empleados por hora no exentos por el Demandado durante el Período PAGA (a partir del 31 de octubre de 2022 y hasta el 13 de mayo de 2025) (“Empleados Agravados”).

El Acuerdo Colectivo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que requiere que el Demandado financie Pagos Individuales de la Clase, y (2) un Acuerdo PAGA que requiere que el Demandado financie Pagos PAGA Individuales y pague Sanciones PAGA a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”).

En base a los registros del Demandado, y a las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Clase será de «ESA_Before_Paga» (menos la retención) y su Pago PAGA Individual será de «PAGA_Amount»**. La cantidad real que usted pueda recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indica ninguna cantidad para su Pago PAGA Individual, entonces, según los registros del Demandado, usted no es elegible para un Pago PAGA Individual en virtud del Acuerdo porque no trabajó durante el Período PAGA).

Las estimaciones anteriores se basan en los registros del Demandado que muestran que **usted trabajó «Total_Weeks» Semanas Laborales durante el Período de Clase y trabajó «PAGA_Pay_Periods» Períodos de Pago durante el Período PAGA**. Si cree que trabajó más durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite.

El Tribunal Superior del Condado de San Francisco (“el Tribunal”) ya ha Aprobado Preliminarmente el Acuerdo y ha aprobado esta Notificación. El Tribunal aún no ha decidido si concederá la Aprobación Definitiva del Acuerdo. Sus derechos legales se verán afectados tanto si actúa como si no. **LEA ATENTAMENTE ESTE AVISO**. Se considerará que lo ha leído y comprendido. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del Acuerdo se pagará al Demandante y a los abogados del Demandante (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a efectuar pagos en virtud del Acuerdo y que obligue a los Miembros de la Clase y a los Empleados Agravados a renunciar a sus derechos a hacer valer ciertas reclamaciones contra el Demandado.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO	
NO HACER NADA	Recibirá dinero. Renunciará a los derechos de Demandar al Demandado por las reclamaciones liberadas en el Acuerdo.
EXCLUIRSE	No recibirá dinero del Acuerdo Colectivo. Conservará el derecho a presentar sus propias reclamaciones legales contra el Demandado que sean objeto del Acuerdo Colectivo. Sin embargo, no podrá excluirse del Acuerdo PAGA. Por lo tanto, incluso si se excluye del Acuerdo Colectivo, seguirá recibiendo una parte del Acuerdo PAGA y estará obligado por el mismo si trabajó durante el Período PAGA.
OBJETAR	Escriba al Tribunal explicando por qué se opone al Acuerdo. Si el Acuerdo recibe la Aprobación Final, usted recibirá dinero y renunciará a sus derechos de Demandar al Demandado por las reclamaciones liberadas en el Acuerdo.
IMPUGNAR SU NÚMERO DE SEMANAS LABORALES Y/O PERIODOS DE PAGO	Impugne su número de Semanas Laborales o Períodos de Pago que figuran en este Aviso y aporte pruebas que lo justifiquen. Si impugna sus Semanas Laborales o Períodos de Pago, seguirá formando parte del Acuerdo y renunciará a los derechos a Demandar al Demandado por las reclamaciones liberadas en el Acuerdo.

INFORMACIÓN BÁSICA

1. ¿POR QUÉ ESTOY RECIBIENDO ESTA NOTIFICACIÓN?

Los registros del Demandado indican que usted trabajó para el Demandado en algún momento(s) durante el Período de la Clase, y por lo tanto es un Miembro de la Clase, Empleado Agraviado, o ambos, a los fines del Acuerdo.

Ha recibido esta Notificación porque tiene derecho a conocer la propuesta de Acuerdo de la Demanda, así como todas sus opciones, antes de que el Tribunal decida si aprueba definitivamente el Acuerdo. El Acuerdo resolverá todas las reclamaciones de los Miembros de la Clase, que se describen a continuación, durante el Período de la Clase. El Acuerdo también resolverá las reclamaciones por Multas PAGA presentadas en virtud de PAGA. Si usted es un Miembro de la Clase, y trabajó para el Demandado durante el Período PAGA, también es un “Empleado Agraviado”.

Si el Tribunal concede la Aprobación Definitiva al Acuerdo, un Administrador del Acuerdo nombrado por el Tribunal emitirá los pagos previstos por el Acuerdo a los Miembros de la Clase y a los Empleados Agraviados. Le animamos a que mantenga siempre actualizada su dirección con el Administrador del Acuerdo (la información de contacto del Administrador se encuentra en la Sección 12, más abajo).

Este paquete de Notificación explica las alegaciones y los antecedentes relativos a la Demanda, el Acuerdo, sus derechos legales, qué beneficios están disponibles, quién tiene derecho a ellos y cómo recibir dichos beneficios.

El Tribunal está a cargo de la Demanda. El caso se titula *Armani Powell contra Northeastern University*, Caso n° CGC-24-614228. La persona que demandó, Armani Powell, es el Demandante, y la entidad Demandada, Northeastern University, es el Demandado.

2. ¿DE QUÉ TRATA LA DEMANDA?

El Demandante alega violaciones salariales y horarias contra el Demandado por: (1) falta de pago de salarios mínimos y por tiempo regular; (2) falta de pago de salarios por horas extras; (3) falta de provisión de pausas para comer; (4) falta de provisión de pausas para descansar; (5) falta de pago oportuno de los salarios finales tras la separación del empleo; (6) violación del Código Laboral de California sección 226; (7) falta de reembolso de gastos empresariales necesarios; y (8) prácticas empresariales injustas o ilegales según el Código de Negocios y Profesiones de California sección 17200, y *siguientes*. Además, el Demandante pretende recuperar las sanciones PAGA basadas en las supuestas violaciones del Código Laboral de California enumeradas anteriormente. El Demandado niega las reclamaciones del Demandante y niega cualquier acto ilícito.

3. ¿POR QUÉ SE TRATA DE UNA DEMANDA COLECTIVA?

En una Demanda colectiva de empleo, una o más personas denominadas “Representantes de la Clase” (en este caso, el Demandante) Demandan en nombre de todos los trabajadores que, según ellos, tienen reclamaciones similares. Todos estos trabajadores son una “Clase” e, individualmente, “Miembros de la Clase”. Interponer una sola Demanda, como frente a muchas pequeñas, ahorra dinero, tiempo y recursos judiciales. El tribunal resuelve las cuestiones para todos los Miembros de la Clase, excepto para aquellos que se excluyan de la Clase.

4. ¿A QUÉ SE DEBE EL ACUERDO?

El Tribunal no se pronunció a favor del Demandante ni del Demandado sobre el fondo de las reclamaciones alegadas en la Demanda. El Demandante cree que el Demandado ganaría en el juicio. El Demandado cree que la Demanda no procedería a juicio y/o que el Demandante no ganaría en el juicio. Sin embargo, no ha habido juicio. En su lugar, reconociendo el riesgo al que ambas Partes se enfrentan si el caso prosigue, las Partes han acordado un Acuerdo negociado. De este modo, todas las Partes evitan el coste de preparar y llevar a cabo un juicio, el riesgo de perder el derecho a juicio, y los trabajadores afectados por las supuestas violaciones reciben una indemnización. El Acuerdo representa un compromiso y un Acuerdo sobre reclamaciones muy controvertidas. El Demandante, así como los Abogados de la Clase, creen que el Acuerdo es justo y razonable y en el mejor interés de todos los Miembros de la Clase.

¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

5. ¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

Si ha recibido esta Notificación, usted es un Miembro de la Clase a efectos del Acuerdo. La Clase incluye a todos los empleados actuales y anteriores del Demandado dentro del Estado de California que estén o hayan estado empleados como empleados por hora no exentos por Northeastern en cualquier momento durante el Período de la Clase.

6. ¿HAY EXCEPCIONES PARA SER INCLUIDO?

Usted no es un Miembro de la Clase si ya ha resuelto las reclamaciones planteadas en la Demanda, ya sea mediante un Acuerdo o un procedimiento legal separado (es decir, otra Demanda).

LOS BENEFICIOS DEL ACUERDO-LO QUE USTED OBTIENE

7. ¿QUÉ PROPORCIONA EL ACUERDO?

El Demandado ha acordado pagar un Importe Bruto del Acuerdo (“GSA”) de \$2,500,000.00 para resolver la Demanda. Con cargo al GSA, los Abogados de la Clase solicitarán al Tribunal: (1) honorarios de abogados por un tercio del GSA, o \$833,333.33 (“Pago de honorarios de los abogados de la Clase”), y el reembolso de los gastos razonables por valor de \$25,000.00 (“Pago de gastos de litigación de los abogados de la Clase”); (2) un Pago por servicios de representante de la Clase de \$15,000.00 al Demandante (por el trabajo del Demandante y los esfuerzos de en la prosecución de la Demanda); (3) un Pago por Gastos de Administración a Phoenix Settlement Administrators, que no excederá los \$13,900.00; y un pago por Sanciones PAGA de \$150,000.00. El importe exacto del Pago de Honorarios del Abogado de la Clase, del Pago de Gastos de Litigio del Abogado de la Clase, del Pago de Servicios del Representante de la Clase y del Pago de Gastos de Administración será determinado por el Tribunal en la Audiencia de Aprobación Definitiva. La parte restante del importe del Acuerdo, el “Importe neto del Acuerdo” o el “NSA”, se estima actualmente en aproximadamente **\$1,462,766.67**. El NSA se prorrateará y abonará como Pagos Individuales de la Clase a los Miembros de la Clase del Acuerdo, que son los Miembros de la Clase que no solicitan ser excluidos del Acuerdo Colectivo.

Pago de Penalizaciones PAGA: Como parte del Acuerdo PAGA, las Partes solicitarán al Tribunal que apruebe un pago de \$150,000.00 en concepto de Acuerdo de reclamaciones por Penalidades PAGA. Como lo requiere PAGA, el 65% del pago por Penalidades PAGA, o \$97,500.00, será pagado a la LWDA. El 35% restante del pago por Penalidades PAGA, o \$52,500.00, será distribuido a los Empleados Agraviados como Pagos PAGA Individuales.

8. ¿DE CUÁNTO SERÁ MI PAGO?

Una aproximación de su Pago Individual de la Clase aparece en la primera página de este Aviso. Si usted también es un Empleado Agraviado, una aproximación de su Pago PAGA Individual también aparecerá en la primera página de este Aviso.

Pago Individual de la Clase: Su Pago Individual de la Clase se basa en el número de Semanas Laborales que usted trabajó, según consta en los registros del Demandado, en comparación con el número total de Semanas Laborales trabajadas por todos los Miembros de la Clase durante el Periodo de la Clase. El ochenta por ciento (80%) del Pago Individual de la Clase de cada Miembro de la Clase será tratado como un pago en Acuerdo de las supuestas reclamaciones por multas e intereses y será informado en un Formulario 1099 por el Administrador del Acuerdo, y el veinte por ciento (20%) del Pago Individual de la Clase de cada Miembro de la Clase será tratado como un pago en Acuerdo de las supuestas reclamaciones por salarios impagos. El 20% asignado como salarios impagados se reducirá con las retenciones y deducciones aplicables del impuesto sobre nóminas y se informará en un Formulario W-2.

Pago PAGA Individual: Si usted trabajó para el Demandado durante el Período PAGA, también es un “Empleado Agraviado” y recibirá un Pago PAGA Individual además de su Pago Individual de la Clase. Los Pagos PAGA Individuales se basan en el número de Periodos de Pago PAGA trabajados por cada Empleado Agraviado en comparación con la cantidad total de Periodos de Pago PAGA trabajados por todos los Empleados Agraviados durante el Período PAGA. El cien por cien (100%) del Pago PAGA Individual de cada Empleado Agraviado se caracterizará como penalización y no se reducirá por las retenciones y deducciones de impuestos sobre la nómina. El Pago PAGA Individual será reportado en un Formulario 1099 por el Administrador del Acuerdo. Una aproximación de su Pago PAGA Individual anticipado aparece en la primera página de este Aviso.

Para los Miembros de la Clase que también sean Empleados Agraviados, su Pago Individual de la Clase se combinará con su Pago PAGA Individual, y recibirán un único cheque por los pagos combinados. Si un Miembro de la Clase opta por excluirse del Acuerdo, seguirá recibiendo un Pago PAGA Individual, ya que los Empleados perjudicados no pueden excluirse del Acuerdo PAGA. Véase, *por ejemplo, Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

CÓMO OBTENER UN PAGO

9. ¿CÓMO RECIBO UN PAGO?

No necesita hacer nada para recibir un pago. Sin embargo, si cree que el número de Semanas Laborales o Periodos de Pago PAGA que trabajó es incorrecto, corríjalo y proporcione cualquier prueba justificativa al Administrador del Acuerdo, cuya información de contacto figura en la Sección 12 a continuación.

10. ¿CUÁNDO RECIBIRÉ MI PAGO?

El Tribunal celebrará una Audiencia de Equidad Definitiva el 9 de octubre de 2025 para decidir si aprueba el Acuerdo. Si el Juez aprueba el Acuerdo, y alguien se opone, puede haber apelaciones. Siempre es incierto cuándo podrán resolverse estas objeciones y apelaciones, y resolverlas puede llevar tiempo. Si no hay ninguna objeción, la Fecha Efectiva del Acuerdo será la fecha de entrada en vigor de la Orden del Tribunal que conceda la aprobación definitiva.

¿PREGUNTAS? LLAME GRATIS AL 1-800-523-2773

Tras la Fecha de Entrada en Vigor, los Pagos Individuales de la Clase y los Pagos PAGA Individuales se enviarán por correo a los Miembros Participantes de la Clase y a los Empleados Agraviados aproximadamente 45 días después de que la aprobación del Acuerdo por parte del Tribunal sea definitiva, siempre y cuando no haya apelaciones.

Los cheques del Acuerdo deberán cobrarse inmediatamente después de su recepción. El producto de los cheques que permanezcan sin cobrar después de 180 días de la fecha de emisión se remitirá al Fondo de Propiedad No Reclamada del Estado de California a nombre de cada Miembro Participante de la Clase y/o Empleado Agraviado que no haya cobrado su cheque del Acuerdo. Si pierde o extravía su cheque del Acuerdo, debe ponerse en contacto con el Administrador del Acuerdo inmediatamente para solicitar un reemplazo. Puede buscar propiedades no reclamadas en la página web del Estado: https://www.sco.ca.gov/search_upd.html.

Para obtener información actualizada sobre el estado de los pagos, póngase en contacto con el Administrador del Acuerdo (véase la sección 12).

11. ¿A QUÉ ESTOY RENUNCIANDO PARA OBTENER UN PAGO?

Si el Tribunal aprueba este Acuerdo y a menos que usted se excluya, se convertirá en Miembro Participante de la Clase, y eso significa que no podrá Demandar, seguir Demandando ni ser parte de ninguna otra Demanda contra el Demandado en relación con las reclamaciones legales que se resuelven en este Acuerdo. Específicamente, usted estará renunciando o “liberando” las Reclamaciones Exoneradas de la Clase descritas a continuación contra Northeastern y cualquiera de sus empresas matrices, subsidiarias, predecesoras, sucesoras, afiliadas, sectores, divisiones, cesionarios, empresas conjuntas, terceros y otras entidades relacionadas, pasadas, presentes y futuras, así como cada uno de sus funcionarios, directores, administradores, fideicomisarios, personal, miembros, gerentes, empleados, agentes, representantes activos, abogados, aseguradores, reaseguradores, socios, inversores y accionistas presentes y/o futuros, así como cualquier individuo o entidad que pudiera ser responsable conjuntamente con Northeastern (“Partes Exoneradas”). Las exoneraciones entrarán en vigor una vez que la GSA esté totalmente financiada por el Demandado.

Reclamaciones Exoneradas de la Clase: Las “Reclamaciones Exoneradas de la Clase” significan que el Demandante y los Miembros Participantes de la Clase liberarán y exonerarán total y definitivamente a las Partes Exoneradas de todas las reclamaciones, derechos, Demandas, responsabilidades y causas de Demanda que se alegan en la Demanda, y que surgieron durante el Periodo de la Clase, incluyendo las siguientes reclamaciones: (i) falta de pago de los salarios mínimos y por tiempo regular; (ii) falta de pago de los salarios por horas extraordinarias; (iii) falta de pausas para comer; (iv) falta de pausas para descansar; (v) falta de pago puntual de los salarios finales tras la separación del empleo; (vi) violación del Código Laboral de California, sección 226; (vii) falta de reembolso de los gastos empresariales necesarios; y (viii) prácticas empresariales desleales o ilegales según el Código de Negocios y Profesiones de California, sección 17200, y siguientes

Reclamaciones PAGA Exoneradas: Las “Reclamaciones PAGA Exoneradas” significan que el Demandante, los Empleados Agraviados y la LWDA liberarán y exonerarán total y definitivamente a Northeastern de todas y cada una de las reclamaciones para la recuperación de sanciones civiles, honorarios de abogados y costos permisibles bajo PAGA que el Demandante y/o los Empleados Agraviados tuvieron, o puedan reclamar tener, contra las Partes Exoneradas, que surjan de las violaciones alegadas en la Demanda, o la Notificación PAGA presentada en relación con la Demanda, que surgieron durante el Periodo PAGA, incluidas las sanciones PAGA por: (i) no pagar las horas extraordinarias; (ii) no pagar el salario mínimo y el salario por tiempo regular; (iii) no respetar los periodos de comida y descanso; (iv) no pagar las primas por los periodos de comida y descanso; (v) no pagar todos los salarios adeudados en el momento del despido o la dimisión; (vi) no proporcionar declaraciones salariales completas y exactas; (vii) no reembolsar los gastos empresariales necesarios; y (viii) violaciones de las secciones 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 y siguientes, y 2802 del Código Laboral de California.

EXCLUIRSE DEL FIDEICOMISO

12. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO?

Para excluirse del Acuerdo Colectivo, debe enviar al Administrador del Acuerdo una solicitud de exclusión por escrito y firmada, que debe llevar matasellos de correos con una fecha no posterior a 45 días a partir de la fecha de envío de este Aviso. Asegúrese de incluir su nombre, dirección y número de teléfono, así como cualquier otra información que considere útil para que el Administrador del Acuerdo pueda identificarle. Puede enviar su solicitud de exclusión al Administrador del Acuerdo a:

Phoenix Settlement Administrators
Acuerdo de *Northeastern University*
P.O. Box 7208

Orange, CA 92863

Teléfono: (800) 523-5773 Fax: (949) 209-2503

Correo electrónico: info@phoenixclassaction.com

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Si solicita ser excluido del Acuerdo Colectivo, no estará legalmente obligado por nada de lo que ocurra en la Demanda, excepto en lo relacionado con el Acuerdo PAGA. Si solicita ser excluido del Acuerdo Colectivo, no podrá objetar al Acuerdo Colectivo y no recibirá un Pago Individual de la Clase, pero seguirá recibiendo un Pago PAGA Individual si trabajó para el Demandado durante el Periodo PAGA. Si solicita ser excluido del Acuerdo Colectivo, podrá Demandar (o continuar Demandando) al Demandado en el futuro.

13. SI NO ME EXCLUYO, ¿PUEDO DEMANDAR AL DEMANDADO POR LO MISMO MÁS ADELANTE?

No. A menos que se excluya, renuncia a cualquier derecho a Demandar al Demandado por las reclamaciones que resuelve el Acuerdo Colectivo. Si tiene una Demanda pendiente, hable con su abogado en ese caso inmediatamente. Debe excluirse del Acuerdo Colectivo para poder continuar con su propia Demanda. Recuerde que el plazo de exclusión es el 25 de agosto de 2025.

14. SI ME EXCLUYO, ¿PUEDO OBTENER DINERO DE ESTE ACUERDO?

No. Si se excluye, no recibirá ningún dinero del Acuerdo Colectivo. Sin embargo, si se excluye oportunamente del Acuerdo Colectivo, conservará el derecho a emprender sus propias acciones legales contra el Demandado, si así lo desea.

LOS ABOGADOS QUE LE REPRESENTAN EN ESTA DEMANDA

15. ¿TENGO UN ABOGADO EN ESTE CASO?

El Tribunal ha determinado que Wilshire Law Firm, PLC está cualificado para representarle a usted y a los Miembros de la Clase en la Demanda. Estos abogados se denominan “Abogados de la Clase” y su información de contacto figura a continuación. Si desea ser representado por su propio abogado, puede contratar uno a su costa.

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3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Teléfono: (213) 381-9988
Fax: (213) 381-9989

16. ¿CÓMO SE PAGARÁ A LOS ABOGADOS?

Los Abogados de la Clase solicitarán al Tribunal que apruebe el Pago de Honorarios de los Abogados de la Clase (\$833,333.33, o 1/3 de la GSA) por los honorarios de abogados incurridos en la investigación de los hechos, el litigio de la Demanda y la negociación del Acuerdo. Los Abogados de la Clase también solicitarán al Tribunal que apruebe el Pago de los Gastos de Litigación de los Abogados de la Clase (hasta \$25,000.00 en concepto de gastos de litigación incurridos en la Demanda). El Tribunal puede conceder a los Abogados de la Clase menos de lo que solicitan. Los Abogados de la Clase también solicitarán al Tribunal que apruebe el Pago por Servicio al Representante de la Clase, un pago al Demandante por un monto de \$15,000.00 además del Pago Individual de la Clase del Demandante y Pago PAGA Individual por la iniciativa, riesgo, y tiempo y energía que el Demandante ha dedicado al servicio de la Clase como Representante de la Clase. El Tribunal puede otorgar al Demandante menos de lo solicitado.

OBJECIONES AL ACUERDO

Usted puede y tiene derecho a decirle al Tribunal que no está de Acuerdo con el Acuerdo o con alguna parte del mismo.

17. ¿CÓMO LE DIGO AL TRIBUNAL QUE ME OPONGO AL ACUERDO?

Si no cree que el Acuerdo sea justo, puede objetar a una parte o a la totalidad del Acuerdo. Puede objetar al Acuerdo en persona en la Audiencia de Aprobación Definitiva o puede presentar una objeción por escrito. Las objeciones por escrito y las notificaciones de intención de comparecer en la Audiencia de Aprobación Definitiva deben enviarse por correo al Administrador del Acuerdo y llevar matasellos del 25 de agosto de 2025 o anterior, a la siguiente dirección:

Phoenix Settlement Administrators
Acuerdo de *Northeastern University*
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773 Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com
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La objeción por escrito debe indicar su nombre y dirección y describir todas las razones de hecho y de derecho por las que se opone a los términos del Acuerdo. También deberá incluir o adjuntar cualquier documento en el que se base su objeción. Si el Tribunal desestima la objeción en la Audiencia de Aprobación Definitiva, el Acuerdo será aprobado y usted recibirá su pago. Si no presenta una objeción por escrito, podrá comparecer de todos modos en la Audiencia de Aprobación Definitiva para expresar su objeción o para observar de otro modo el procedimiento.

¿PREGUNTAS? LLAME GRATIS AL 1-800-523-2773

18. ¿CUÁL ES LA DIFERENCIA ENTRE OBJETAR Y SOLICITAR LA EXCLUSIÓN?

Objetar es simplemente decirle al Tribunal que no está de Acuerdo con algo del Acuerdo. Sólo puede objetar si permanece en la Clase. Solicitar la exclusión es decirle al Tribunal que no quiere formar parte de la Clase. Si se excluye, no tiene base para objetar porque el caso ya no le afecta, y usted no recibe ningún dinero del Acuerdo. Si presenta tanto una objeción como una solicitud de ser excluido del Acuerdo, la solicitud de ser excluido prevalecerá y usted no obtendrá ningún dinero del Acuerdo.

LA AUDIENCIA DE APROBACIÓN DEL TRIBUNAL

El Tribunal celebrará una Audiencia de Aprobación Definitiva para decidir si aprueba el Acuerdo. Usted puede asistir y puede pedir la palabra, pero no está obligado a hacerlo.

19. ¿CUÁNDO Y DÓNDE DECIDIRÁ EL TRIBUNAL SI APRUEBA EL ACUERDO?

El Tribunal celebrará una Audiencia de Aprobación Definitiva a las 10:00 a.m. del 9 de octubre de 2025, en el Departamento 606 del Tribunal Superior del Condado de San Francisco (ubicado en 400 McAllister St., San Francisco, California 94102), para determinar si el Acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado. Si hay objeciones, el Tribunal las considerará en ese momento. También se solicitará al Tribunal que apruebe las solicitudes de Pago por servicios del representante de la Clase, Pago por honorarios del abogado de la Clase y Pago por gastos de litigio del abogado de la Clase.

20. ¿TENGO QUE ASISTIR A LA AUDIENCIA?

No. Los Abogados de la Clase responderán a las preguntas que el Tribunal pueda tener. Sin embargo, le invitamos a asistir. Si envía una objeción, no es necesario que acuda al Tribunal para hablar de ella. Siempre que haya enviado a tiempo su objeción por escrito al Administrador del Acuerdo, el Tribunal la tendrá en cuenta. También puede pagar a su propio abogado para que asista, pero no es necesario.

SI NO HACE NADA**21. ¿QUÉ OCURRE SI NO HAGO NADA?**

Si no hace nada, recibirá un pago del Acuerdo y quedará vinculado por los términos del Acuerdo, lo que significa que no podrá iniciar un pleito, continuar un pleito ni ser parte de ningún otro pleito contra el Demandado sobre las reclamaciones resueltas en la Demanda.

OBTENCIÓN DE MÁS INFORMACIÓN**22. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?**

Si tiene alguna pregunta sobre el Acuerdo, puede ponerse en contacto con el Asesor Jurídico de la Clase a través de los datos de contacto que figuran en la Sección 15, más arriba. También puede ponerse en contacto con el Administrador del Acuerdo, Phoenix Settlement Administrators, llamando al número gratuito 1-800-523-5773, o puede escribir al Administrador del Acuerdo a la siguiente dirección:

Phoenix Settlement Administrators
Acuerdo de *Northeastern University*
P.O. Box 7208

Orange, CA 92863

Teléfono: (800) 523-5773

Fax: (949) 209-2503

Correo electrónico: info@phoenixclassaction.com

powell-v-northeastern-university.phoenixcases.com

LE ROGAMOS QUE NO LLAME POR TELÉFONO AL TRIBUNAL NI AL ABOGADO DEL DEMANDADO PARA OBTENER INFORMACIÓN RELATIVA AL ACUERDO O AL PROCESO DE RECLAMACIÓN. SIN EMBARGO, PUEDE LLAMAR AL ABOGADO DE LA CLASE O AL ADMINISTRADOR DEL ACUERDO, ARRIBA INDICADOS.

Exhibit B

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

Dear Class Member,

You are receiving this notice because some of the settlement information previously sent to you has since been amended. We apologize for any confusion this may have caused.

Please note the updated information:

- **Gross Settlement Amount (GSA):** \$2,672,923.73 (due to the escalator clause in Paragraph 8 being triggered)
- **Your Correct Individual Settlement Amount:** «Est_Set_Amt»
- **Attorney's Fees:** \$890,974.57 (due to the escalator clause in Paragraph 8 being triggered, to ensure attorneys' fees are equivalent to 1/3 of the GSA)
- **Administration Costs:** \$17,358.90 (\$13,900 to be paid out of the GSA plus \$3,458.90 to be paid by Defendant in addition to the increased GSA)
- **Final Approval Hearing Date: April 30, 2026, at 10:00 a.m.**

These updates reflect the corrected amounts and the confirmed hearing date for the Court to consider final approval of the settlement.

If you have any questions regarding these updates or your individual settlement amount, please contact Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773

Estimado miembro de la clase:

Reciben este aviso porque parte de la información sobre el acuerdo que se les envió anteriormente ha sido modificada. Les pedimos disculpas por cualquier confusión que esto pueda haber causado.

Tenga en cuenta la información actualizada:

- **Importe bruto del acuerdo (GSA):** \$2,672,923.73 (debido a la activación de la cláusula de escalación del párrafo 8)
- **Importe correcto de su acuerdo individual:** «Est_Set_Amt»
- **Honorarios de los abogados:** \$890,974.57 (debido a la activación de la cláusula de escalación del párrafo 8, para garantizar que los honorarios de los abogados sean equivalentes a 1/3 del GSA)
- **Costes administrativos:** \$17,358.90 (\$13,900 que se pagarán con cargo al GSA más \$3,458.90 que pagará el demandado además del aumento del GSA)
- **Fecha de la Audiencia de Aprobación Definitiva: 30 de abril de 2026 a las 10:00 a.m.**

Estas actualizaciones reflejan los importes corregidos y la fecha confirmada de la Audiencia de Aprobación Definitiva del acuerdo.

Si tiene alguna pregunta sobre estas actualizaciones o sobre el importe de su acuerdo individual, póngase en contacto con Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telefono: (800) 523-5773

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

Exhibit C



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1,521
Opt Out Rate	1%
Opt Outs Received	15
Total Class Claimants	1,506
Subtotal Admin Only	\$13,900.00

Not-to-Exceed Total \$13,900.00

For 1521 Class Members

Pricing Good for Scope of Estimate Only

April 10, 2025

Case: Armani Powell v. Northeastern University Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Lisa Iturriaga, Esq.

Firm: Wilshire Law Firm, PLC

Direct Tel: (213) 381-9988 Ext. 887

Email: lisa.iturriaga@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 1521 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$147.62	1	\$147.62
Call Center & Long Distance	\$2.00	32	\$64.00
NCOA (USPS)	\$200.00	2	\$400.00
Total			\$1,111.62

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.50	1,521	\$760.50
Notice Packet & Opt-Out Form	\$1.00	1,521	\$1,521.00
Estimated Postage (up to 2 oz.)*	\$0.69	1,521	\$1,049.49
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$4,830.99

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.50	114	\$171.11
Remail Notice Packets	\$1.00	114	\$114.08
Estimated Postage	\$0.69	114	\$78.71
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$678.90

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$780.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$100.00	4	\$400.00
Mail Class Checks *	\$0.95	1,506	\$1,430.50
Estimated Postage	\$0.69	1,506	\$1,039.00
Total			\$3,759.50

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	16	\$24.00
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,350.00	1	\$1,350.00
Total			\$2,739.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$13,900.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.