

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Dan Beck and Bienvenida Salazar (“Plaintiffs”), individually and as representatives of the Participating Class Members and Aggrieved Employees, on the one hand, and Defendant University of San Francisco (“Defendant”), on the other hand. The Plaintiffs, Class (as defined below), Aggrieved Employees (as defined below), and Defendant are jointly referred to herein as the “Parties,” and individually as a “Party.”

1. DEFINITIONS

1.1 “Action” means the civil action entitled *Dan Beck and Bienvenida Salazar v. University of San Francisco*, Case No. CGC-21-588930, commenced on January 5, 2021 in the San Francisco County Superior Court.

1.2 “Administrator” refers to Simpluris, Inc., the neutral entity selected by the Parties to administer the Settlement.

1.3 “Administration Expenses Payment” means all fees and costs owed to the Administrator in connection with administering the settlement in this Action under the terms of this Settlement.

1.4 “Aggrieved Employees” means (a) all full and part-time instructors who worked for the University of San Francisco during the Adjunct PAGA Period (“Adjunct Aggrieved Employees”); and (b) all current and former employees of the University of San Francisco employed at any time from March 11, 2020 through July 31, 2021 and who worked remotely in California during that period (“Expense Reimbursement Aggrieved Employees”).

1.5 “Class” or “Class Member(s)” refers collectively to all Unpaid Wage Class Members, Wage Statement Class Members, and Expense Reimbursement Class Members, defined as follows:

1.5.1 “Unpaid Wage Class Members” means all part-time adjunct instructors employed by the University of San Francisco at any time during the Class Period, as defined below, who in 2017 earned less than \$3,640.00 in any calendar month in which the instructor was paid wages; who in 2018 earned less than \$3,813.33 in any calendar month in which the instructor was paid wages; who in 2019 earned less than \$4,160 in any calendar month in which the instructor was paid wages; or who in 2020 earned less than \$4,506.67 in any calendar month in which the instructor was paid wages. Unpaid Wage Class Members employed between September 1 and 8, 2020 will be considered to be part of this class if their earnings for the entire month of September 2020 were less than \$4,506.67.

1.5.2 “Wage Statement Class Members” means (a) all part-time adjunct instructors employed by the University of San Francisco during the Wage Statement Class Period, as defined below, who earned less than \$4,506.67 in any calendar month in which the instructor was paid wages; and (b) all part-time adjunct instructors who fell within the definition of the certified class in *Gola v. University of San Francisco*, Case No. CGC-18-565018 (San Francisco Super. Cnty. Ct.) and were omitted from the class list in that case.

1.5.3 “Expense Reimbursement Class Members” means all current and former employees of the University of San Francisco who worked remotely in California at any time from March 11, 2020 through July 31, 2021.

1.6 “Class Counsel” means the attorneys of record for the Class Representative, i.e., Julian Hammond, Polina Brandler, and Ari Cherniak of HammondLaw, P.C. and Morris J. Baller.

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees, and expenses incurred to prosecute the Action, respectively.

1.8 “Class Data” means Class Member identifying information in Defendant’s possession consisting of the Class Member’s name, last-known mailing address, last known e-mail, if any, Social Security number. For Unpaid Wage Class Members and Wage Statement Class Members, Class Data also includes the amount of earnings, if any, per pay period, as well as the beginning and end date of each pay period. For Expense Reimbursement Class Members, Class Data also includes whether the respective Expense Reimbursement Class Member received reimbursement in any pay period prior to August 2021, and whether the Expense Reimbursement Class Member received pay, generally, in a pay period. This provision shall be met provided that sufficient information is given to enable the Administrator to ascertain the total Qualifying Work Months by members of the respective Classes.

1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Members’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10 “Class Qualifying Work Months” or “Qualifying Work Months” means the number of total months worked by each Participating Class Member during each of the Resolution Periods (i.e. the Class Period, the Wage Statement Class Period, *Gola* Wage Statement Class Period, or the Expense Reimbursement Class Period), as applicable. Class Qualifying Work Months of the Unpaid Wage Class Members and Wage Statement Class Members are further defined as those months during which Unpaid Wage Class Members’ and Wage Statement Class Members’ earnings were below the amounts set forth in paragraph 1.5.1 and 1.5.2.

1.11 “Class Representatives” means Dan Beck and Bienvenida Salazar.

1.12 “Class Representative Service Payments” means the amount awarded by the Court to the Class Representatives pursuant to Section 3.3.1 for initiating the Action and providing services in support of the Action, and for their general release.

1.13 “Court” means the Superior Court of California, County of San Francisco.

1.14 “Defendant’s Counsel” means Michael J. Vartain and Ross J. Vartain of Vartain Law Group, P.C. and Allan Gomes of Anderies & Gomes, LLP.

1.15 “Effective Date” means the later of the following:

1.15.1 Ten (10) business days after the Court enters the Judgment granting final approval of the settlement, if there are no objectors at the time of final approval.

1.15.2 If any objections have been submitted, the date on which there is a final judgment not subject to further appeal either because the applicable period for such objecting Class Member to file an appeal has expired and no appeal has been filed, or because any appeals have either not been pursued or have been resolved.

1.16 “Employer Taxes” means employer-side payroll taxes owed to the appropriate taxing authorities arising out of the portion of the Individual Class Payments allocated as wages.

1.17 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.18 “Judgment” means the judgment entered by the Court after it grants final approval of this Settlement.

1.19 “Gross Settlement Amount” or “GSA” means \$3,888,888.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, Employer Taxes, and Administration Expenses Payment.

1.20 “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount calculated pursuant to Section 3 of this Agreement.

1.21 “Individual Qualifying Work Months” or “Individual Work Months” means the number of months worked by an individual Participating Class Member during each of the Resolutions Periods (i.e., the Class Period, the Wage Statement Class Period, *Gola* Wage Statement Class Period, or the Expense Reimbursement Class Period), as applicable. Individual Qualifying Work Months of the Unpaid Wage Class Members and Wage Statement Class Members are further defined as those months during which each Unpaid Wage Class Member’s and Wage Statement Class Member’s earnings were below the amounts set forth in paragraph 1.5.1 and 1.5.2.

1.22 “Judgment” means the final order entered by the Court approving this Agreement.

1.23 “LWDA” means the California Labor & Workforce Development Agency.

1.24 “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Employer Taxes, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.25 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.26 “Nursing Part-time Adjunct Instructors” means Unpaid Wage Class Members who taught courses in the University of San Francisco School of Nursing and Health Professions.

1.27 “Operative Complaint” means the Third Amended Complaint filed on September 14, 2023.

1.28 “PAGA Payment” means the total sum of \$100,000 of the Gross Settlement Amount allocated to payment for penalties under PAGA which shall be allocated as follows:

1.28.1 “LWDA Payment” means the 75% of the PAGA Payment to be paid to the LWDA (\$75,000.00);

1.28.2 “Total Individual PAGA Payment Amount” means the remaining 25% of the PAGA Payment (\$25,000.00); and

1.28.3 “Individual PAGA Payment” means the proportionate share of the Total Individual PAGA Payment Amount which will be distributed to each Aggrieved Employee per-capita.

1.29 “PAGA Periods” refers to the following periods: (a) With respect to the claims for unpaid wages and wage statement claims, the PAGA Period is the period from January 4, 2020 to September 8, 2020 (“Adjunct PAGA Period”); (b) With respect to the claims for expense reimbursement, the PAGA Period is the period from March 11, 2020 to January 25, 2024 (“Expense Reimbursement PAGA Period”).

1.30 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.31 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.32 “Preliminary Approval Order” means the Order Granting Preliminary Approval.

1.33 “Released Class Claims” means the claims being released as described in Section 5 below.

1.34 “Released PAGA Claims” means the claims being released as described in Section 5 below.

1.35 “Released Parties” means Defendant and all its predecessors, successors, affiliates, subsidiary, and related entities, and its and their respective officers, directors, employees, administrators, fiduciaries, trustees, agents, and benefit plans.

1.36 “Resolution Periods” refers to the following periods:

1.36.1 “Class Period” means the period from January 4, 2017 through September 8, 2020.

1.36.2 “Expense Reimbursement Class Period” means the period from March 11, 2020 through January 25, 2024.

1.36.3 “*Gola* Wage Statement Class Period” means the period from March 15, 2017 through January 3, 2020.

1.36.4 “Wage Statement Class Period” means the period from January 4, 2020 through September 8, 2020.

1.37 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.38 “Response Deadline” means 60 calendar 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 their 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.

1.39 “Settlement” means the disposition of the Action effected by this Agreement.

2. RECITALS.

2.1 On January 5, 2021, Plaintiffs filed their initial Complaint against Defendant asserting individual and class claims alleging (a) failure to pay wages for all hours worked, including overtime, as required under Cal. Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; (b) failure to provide meal breaks and pay premium pay as required under Cal. Labor Code §§ 226.7, 512 and Wage Order No. 4-2001, § 11; (c) failure to permit and authorize rest breaks and pay premium pay as required under Cal. Labor Code §§ 226.7, 512 and Wage Order No. 4-2001, § 12; (d) failure to issue accurate itemized wage statements in violation of Cal. Labor Code §§ 226(a) and (e); (e) failure to reimburse for necessarily incurred business expenses in violation of Cal. Labor Code § 2802; and (f) unfair, unlawful, and/or fraudulent business practices in violation of Business & Professions Code §§ 17200, et seq.

2.2 On March 11, 2021, Plaintiffs filed a First Amended Complaint adding a cause of action for PAGA penalties for the labor code violations alleged in the Complaint.

2.3 On April 4, 2022, Plaintiffs filed a Second Amended Complaint expanding the claims for unpaid overtime, and meal and rest break violations to cover part-time adjunct instructors in any field of study, not only nursing part-time instructors as pled in the initial Complaint and the First Amended Complaint.

2.4 On September 14, 2023, Plaintiffs filed a Third Amended Complaint limiting the class period and the period of liability for purposes of the wage statement claim to end on September 8, 2020, one day prior to the effective date of Labor Code § 515.7.

2.5 The Parties have investigated the facts and have analyzed the relevant legal issues regarding the claims and defenses asserted in the Action. The Parties have engaged in motion

practice and in formal and informal discovery regarding certification and merits. Defendant has produced over 800 pages of documents, and several excel spreadsheets containing thousands of lines of data that included Class Member pseudonymized payroll records, course schedules, and expense reimbursement data.

2.6 On January 17, 2024, the Parties participated in a judicial settlement conference with Pang Ly. Following the judicial settlement conference and several days of continued settlement negotiations, with the assistance of Ms. Ly, the Parties reached a settlement in principle as set forth in a Memorandum of Understanding, fully executed on January 25, 2024. The Parties subsequently negotiated the remaining settlement terms resulting in this long form Settlement Agreement. The Parties jointly represent that this is a fair, reasonable and adequate Settlement, and that they have arrived at this Settlement through arms-length negotiations.

2.7 The Settlement represents a compromise and settlement of disputed claims. Nothing in this Settlement is intended, or may be construed, as an admission by Defendant that any of the claims alleged in the Action have merit, or that Defendant bears any liability to the Class Members or Aggrieved Employees on those claims, nor as an admission by the Class Members or Aggrieved Employees that Defendant's defenses in the Action have merit.

2.8 The Parties, Class Counsel and Defendant's Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein and of the release of all Released Class and PAGA Claims, the Parties agree to the terms and provisions of this Settlement Agreement, subject to the approval of the Court.

3. GSA, FUNDING OF THE GSA, CALCULATION OF NSA AND DISTRIBUTION OF SETTLEMENT PROCEEDS

3.1 Gross Settlement Amount. The total value of the Settlement is a non-reversionary \$3,888,888.00. Except as specified herein, Defendant shall not be responsible for any further payments pursuant to or resulting from the settlement. This is the gross amount Defendant can be required to pay under this Agreement. The Gross Settlement Amount includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members, (2) Employer Taxes due on the wage portion of those payments; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Service Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendant for any reason. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment.

3.2 Funding of the Gross Settlement Amount. Defendant shall transmit the Gross Settlement Amount to the Administrator on the Effective Date.

3.3 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Judgment:

3.3.1 To Plaintiffs: Class Representative Service Payments to the Plaintiffs of not more than \$7,500.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments. If the Court approves Class Representative Service Payments for less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed on the Class Representative Service Payments.

3.3.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the GSA, (i.e., \$1,296,296.00) and a Class Counsel Litigation Expenses Payment of not more than \$60,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing or other deadline set by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and the Class Counsel Expenses Payment in accordance with proper IRS reporting.

3.3.3 To the Administrator: An Administrator Expenses Payment not to exceed \$35,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment for less than \$35,000, the Administrator will allocate the remainder to the Net Settlement Amount.

3.3.4 To Government Taxing Authorities: A payment of the employer-side payroll taxes owed to the appropriate taxing authorities, due on the wage portion of payments to the Unpaid Wage Class Members, in the amount calculated by the Administrator.

3.3.5 To Participating Class Members: The NSA shall be allocated among the Participating Class Members in accordance with the following set forth below. The Parties agree that the methodology for allocating the Individual Class Payment is reasonable and that the payments are designed to provide a fair settlement to such persons, in light of the uncertainties of the compensation alleged to be owed and the calculation of such amounts.

3.3.5.1 Allocation and Methodology of Calculating Individual Settlement Payments for Unpaid Wage Class Members: 65% of the NSA shall be allocated to the Unpaid Wage Class Members and paid on a pro-rata basis based on the number of Qualifying Months s/he worked during the Class Period. In calculating the Qualifying Months, a 2.5 multiplier shall be applied to the work months of those members of the Unpaid Wage Class who are Nursing Part-Time Adjunct Instructors.

3.3.5.2 Allocation and Methodology of Calculating Individual Settlement

Payments for Wage Statement Class Members: 15% of the NSA shall be allocated to the Wage Statement Class Members and paid on a pro-rata basis based on the number of Qualifying Months s/he worked during (a) the Wage Statement Class Period, and (b) during the Gola Wage Statement Class Period if s/he is one of the 285 Wage Statement Class Members who were omitted from the Class list in that case.

3.3.5.3 Allocation and Methodology of Calculating Individual Settlement

Payments for Expense Reimbursement Class Members: 20% of the NSA shall be allocated to the Reimbursement Class Members and paid on a pro-rata basis based on the number of Qualifying Month s/he worked during the Expense Reimbursement Class Period. In calculating the Qualifying Months, a 4.0 multiplier shall be applied to the work months before August 1, 2021. No multiplier shall be applied to work months worked in and after August 2021. Amounts previously reimbursed to any Expense Reimbursement Class Member by USF during the Expense Reimbursement Class Period for remote work expenses shall offset the settlement awards to such Reimbursement Class Members who received such reimbursements. However, each Expense Reimbursement Class Member shall receive a minimum of \$50 as their Individual Class Payment for the Expense Reimbursement Claim.

3.3.6 Tax Allocation of Individual Class Payments. Payments from the NSA shall be allocated between wages, interest, and penalties as follows. Payments made to Participating Class Members for the release and settlement of the claims of the Unpaid Wage Class will be allocated 1/3 as wages subject to wage withholdings, which will be reported on IRS W2 Forms, and 2/3 as interest and penalties, which will be reported on IRS 1099 Forms. Payments made to Participating Class Members for the release and settlement of claim of the Wage Statement Class will be considered 100% penalties and will be reported on IRS 1099 Forms. Payments made to Participating Class Members for the release and settlement of the claims of the Expense Reimbursement Class will be considered 100% non-wage income and interest and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.3.7 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members pursuant to the allocation and methodology set out in paragraph 3.3.5, above.

3.3.8 To the LWDA: The LWDA will receive a payment equal to 75% of the PAGA Payment (\$75,000.00).

3.3.9 To Aggrieved Employees: Each Aggrieved Employee will receive a per-capita share of the Total Individual PAGA Payment Amount.

3.3.9.1 Individual PAGA Payments will be made whether or not the Aggrieved Employees opt out of the Settlement as Aggrieved Employees may not opt out of the Individual PAGA Payment nor object to the Individual PAGA Payment.

3.3.9.2 If the Court approves a PAGA Payment of less than the amount

requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Payments from the Gross Settlement Amount. Five (5) business days prior to the anticipated Effective Date, the Administrator will send Class Counsel and Defendant's Counsel the account information so that Defendant can wire the GSA. Within 10 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks to the Participating Class Members, Aggrieved Employees, the LWDA, Class Counsel, and Class Representatives pursuant to the allocations set forth in Section 3 of this Agreement. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.2 Uncashed Checks. Settlement checks that are not cashed within 160 calendar days from the date of issuance by the Administrator will be voided. The Administrator shall transmit the funds represented by such voided checks in conformity with the Code of Civil Procedure Section 384, subd. (b) to Bet Tzedek ("Cy Pres Recipient").

5. RELEASE OF CLAIMS. Upon the Effective Date, Plaintiffs, Participating Class Members, Adjunct Aggrieved Employees, Expense Reimbursement Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Released Class Claims:

5.1.1 Unpaid Wage Class Released Claims: Each Unpaid Wage Class Member shall be deemed to have released Released Parties from claims related to the allegations of Defendant's misclassification of part-time (adjunct) instructors as exempt or non-piece employees, and to the allegations of Defendant's failure to pay overtime pay, provide compliant meal and rest periods, and premium pay relating to meal and rest periods ("Unpaid Wage Claims"), including restitution or penalties for failure to pay such wages, which are alleged, or could have been alleged, based on the facts relating to the Unpaid Wage Claims in the operative Complaint or in a prior complaint, under any applicable legal provisions, including Labor Code §§ 1194, 1194.2, 226.2, 226.7, 510, 512, Wage Order No. 4-2001 of the Industrial Welfare Commission, or under Wage Order No. 5-2001 of the Industrial Welfare Commission, Bus. & Prof. Code, § 17200, and PAGA civil penalties based on those claims.

5.1.2 Wage Statement Class Released Claims: Each Wage Statement Class Member shall be deemed to have released Released Parties from claims related to the allegations of Defendant's misclassification of part-time (adjunct) instructors as exempt and/or non-piece rate employees, and to the allegations of Defendant's failure to issue accurate, itemized wage statements ("Wage Statement Claims") which are alleged, or could have been alleged, based on the facts relating to the Wage Statement Claims in the operative Complaint or in a prior complaint, under any applicable legal provisions, including Labor Code § 226(a)(2), (a)(3), and (a)(9), and attendant civil penalties such as under Labor Code §§ 226(e) or 226.3 penalties, and PAGA civil penalties based on those claims.

5.1.3 It is acknowledged that there was opportunity to allege other claims based on the allegations of a failure to issue accurate, itemized wage statements as arising under Labor Code § 226(a)(1), (4)-(8), and that Plaintiffs would not contend that such potential claims would relate back to any prior complaint or that any prior PAGA notice should be construed to have disclosed and apply to any of those legal provisions.

5.1.4 Expense Reimbursement Class Released Claims: Each Expense Reimbursement Class Member shall be deemed to have released Released Parties from claims related to Defendant's failure to reimburse all necessarily incurred business expenses ("Expense Reimbursement Claims"), including but not limited to any and all work from home related expenses, incurred as a result of remote work which are alleged, or could have been alleged, based on the facts relating to the Expense Reimbursement Claims in the operative Complaint or in a prior complaint, under any applicable legal provisions, including Labor Code § 2802, and PAGA civil penalties based on those claims.

5.2 Released PAGA Claims:

5.2.1 Adjunct Released Claims: Each Adjunct Aggrieved Employee shall be deemed to have fully and finally released and discharged the Released Parties of all claims that were alleged, or reasonably could have been alleged, based on the facts relating to the Unpaid Wages Claims and Wage Statement Claims in the operative Complaint or in a prior complaint, or in the PAGA Notice, on behalf of Adjunct Aggrieved Employees, under any applicable legal provisions, including Labor Code § 226(a)(2), (a)(3), and (a)(9), Labor Code §§ 1194, 1194.2, 226.2, 226.7, 510, 512, Wage Order No. 4-2001 of the Industrial Welfare Commission, or under Wage Order No. 5-2001 of the Industrial Welfare Commission, Bus. & Prof. Code, § 17200 .

5.2.2 Expense Reimbursement PAGA Released Claims: Each Expense Reimbursement Aggrieved Employee shall be deemed to have fully and finally released and discharged the Released Parties of all claims that were alleged, or reasonably could have been alleged, based on the facts relating to the Reimbursement Claims in the operative Complaint or in a prior complaint, or in the PAGA Notice, on behalf of Expense Reimbursement Aggrieved Employees, under any applicable legal provisions, including Labor Code § 2802, and PAGA civil penalties based on those claims.

5.3 Plaintiffs' Release. Upon the court's final approval of the class settlement in exchange for the consideration for their Class Representative Service Payments, Plaintiffs shall release Released Parties for any claim, whether known or unknown, or hereafter may claim to have, arising on or before January 25, 2024, including without limitation to, any claims relating to or arising out of any aspect of their relationship with Defendant, or the termination of that relationship, any claims for unpaid compensation, wages, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, or any federal, state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, including without limitation, any claims under the Employee Retirement Income Security Act of 1974; any claims of employment discrimination on any basis, or any other state, county or city law or ordinance regarding employment discrimination. Plaintiffs acknowledge and agree that the foregoing general release is given in exchange for the consideration provided to them under

this settlement by Defendant. However, this release shall not apply to claims that as a matter of law cannot be waived or released.

5.3.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6. TAXES AND WITHHOLDINGS. The Parties and the Participating Class Members acknowledge and agree that:

6.1 No provision of this Agreement and no written communication or disclosure between or among the Parties or their attorneys and other advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of the United States Treasury Department Circular 230 (31 CFR Part 10, as amended).

6.2 Each Party to this Agreement has relied exclusively upon their independent legal and tax counsel for advice in connection with this Agreement and is not entitled to rely upon any communication or disclosure by any attorney or adviser to any Party to avoid any tax penalty that may be imposed on the Party.

6.3 Each Participating Class Member shall be responsible for paying the applicable state, local, and federal income taxes on all amounts the Participating Class Members receive pursuant to this Agreement.

7. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"), subject to Defendant's Counsel's review and approval, seeking an order approving the Settlement; setting a date for the Final Approval Hearing; approving the distribution of the Notice of Class Action Settlement (the "Class Notice") in substantively the form attached hereto as "Exhibit A;" and approving the procedures and deadlines for disputing Qualifying Work Months, opting-out of the Settlement, and objecting to the Settlement. Defendant's Counsel will neither respond nor file a notice of non-opposition to the Motion for Preliminary Approval.

7.1 Responsibilities of Counsel. Class Counsel and Defendant's Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 business days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.2 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

Defendant's Counsel will 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 this Agreement, Class Counsel and Defendant's Counsel will 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.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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.

8.2 Settlement Administration. Not later than 10 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet or spreadsheets. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. The Settlement Administrator is ultimately responsible for verifying the most recent addresses of Class Members and conducting the Class Member Address Search as outlined in paragraph 1.9 of this Agreement.

8.3 Notice to Class Members.

8.3.1 No later than five (5) business 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, including the number of Unpaid Wage Class Members, Wage Statement Class Members, and Expense Reimbursement Class Members, and the number of Adjunct Aggrieved Employees and Expense Reimbursement Aggrieved Employees, and Individual Class Member Qualifying Work Months during each Resolution Period, in the Class Data.

8.3.2 Using best efforts to perform as soon as possible, and in no event later than 10 business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail and by e-mail where available, the Class Notice substantially in the form attached to this Agreement as Exhibit A. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.3.3 Not later than three (3) business 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 a Class Member 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.

8.3.4 The deadlines for Class Members' written objections, challenges to Individual Class Member Qualifying Work Months, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 60 calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

8.4 Requests for Exclusion (Opt-Outs).

8.4.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number, case name and number, and signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.4.2 If there is a question about the authenticity of a request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Class Payment. All Class Members who do not submit a timely and valid Request for Exclusion will be considered Participating Class Members.

8.4.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Releases in Section 5 of this Agreement, as applicable, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.4.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Adjunct Aggrieved Employees or Expense Reimbursement Aggrieved Employees are deemed to release the claims identified in Section 5 of this Agreement and are eligible to receive their per-capita portion of the Total Individual PAGA Payment Amount.

8.5 Challenges to Calculation of Individual Class Member Qualifying Work Months. Each Class Member shall have 60 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Individual Class Member Qualifying Work Months (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Individual Class Member Qualifying Work Months contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Individual Class Member Qualifying Work Months shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly notify the Class Member who challenges his or her Qualifying Work Months of its final determination regarding the dispute. The Administrator shall promptly provide copies of all challenges to calculation of Individual Class Member Qualifying Work Months to Defendant's Counsel and Class Counsel and the Administrator's determination of the challenges.

8.6 Objections to Settlement.

8.6.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

8.6.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice was re-mailed).

8.6.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.7 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.7.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an email address and a toll-free telephone number to receive Class

Member calls, faxes and emails. The Administrator will also establish a static website on which it will make available important case documents, including the Class Notice, the Settlement Agreement, the Operative Complaint.

8.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 business days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defendant's Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.7.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defendant's Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Individual Class Member Qualifying Work Months received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.7.4 Qualifying Work Months Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Qualifying Work Months. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.7.5 Administrator's Declaration. Not later than 14 business days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defendant's Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this 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 from the Settlement it received (both valid or invalid), and the number of written objections and attach the exclusion list, if any. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.7.6 Taxes and Withholdings. The Administrator shall be responsible for ensuring that all tax obligations associated with the Settlement are timely paid to the appropriate governmental taxing authorities. The Administrator's responsibilities include the following with respect to taxes and withholding information:

8.7.6.1 filing all federal, state, and local employment tax returns, income tax returns, and any other tax returns associated with the taxes;

8.7.6.2 timely and properly filing of all required federal, state, and local information returns (e.g. 1099s, W-2s, etc.);

8.7.6.3 completion of any other steps necessary for compliance with any tax obligations applicable to the Settlement under federal, state and/or local laws; and

8.7.6.4 determining the amount of any tax withholding to be deducted from each Participating Class Member's Individual Class Payment.

8.7.7 Final Report by Administrator. Within 30 calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defendant's Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defendant's Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. BASIS FOR ENTERING INTO THIS AGREEMENT. The Parties' settlement negotiations are and were based on the following information.

9.1 The Unpaid Wage Class Members are: approximately 1,879 part-time adjunct instructors employed during the Class Period, who appear in the data provided by Defendant to Plaintiffs and whose monthly earnings are below the amounts listed in paragraph 1.5.1 above.

9.2 The Wage Statement Class Members are: approximately 929 part-time adjunct instructors (a) employed by Defendant any time during the Wage Statement Class Period whose monthly earnings are below the amounts listed in paragraph 1.5.2 above, and (2) 285 part-time adjunct instructors omitted from the class list in the *Gola* action.

9.3 The Expense Reimbursement Class are: approximately 2,910 employees whose employee IDs (i.e. CWIDs) are contained and may be ascertained from Defendant's payroll records from March 2020 through July 2021.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a Motion for Final Approval of the Settlement that includes a request for final approval of this Agreement. Plaintiffs shall provide drafts of these documents to Defendant's Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defendant's Counsel will expeditiously meet and confer in person writing, 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 later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

10.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless 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 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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 Gross Settlement Amount remains unchanged.

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

12. CONTINUING JURISDICTION. The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this Agreement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this Agreement

by all parties until the entry of the Judgment or, if not entered, the date this Agreement shall no longer be of any force or effect.

13. FINAL ORDER AND JUDGMENT. The parties shall jointly request that a final order and Judgment shall be issued by the Court which shall:

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

13.2 Adjudge that the Participating Class Members and those Class Members who have failed to opt out of the Settlement are conclusively deemed to have released Defendant and the Released Parties from the Released Class Claims, as more specifically set forth above;

13.3 Prohibit and permanently enjoin each Participating Class Member and those Class Members who have failed to opt out from pursuing in any fashion against Defendants or the other Released Parties and all of the Released Class Claims and Released PAGA Claims;

13.4 Enter Judgment in the Action, in the form proposed by the parties subject to the Court's ongoing jurisdiction to supervise the Parties' compliance with the terms of the Court-approved settlement; and

13.5 Reserve continuing jurisdiction as provided herein.

14. ADDITIONAL PROVISIONS.

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

14.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defendant's Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will 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, independent contractors, accountants, or spouses, all of whom will be instructed to keep this 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; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Defendant and Defense Counsel may disclose information to its trustees, officers, subordinate officers, managing agents, and also to other employees as deemed relevant by Defendant to fulfilling its obligations outlined in this agreement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Each Plaintiff, Class Counsel, Defendant and Defendant's Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this 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.

14.3 Non-Disparagement. Plaintiffs shall instruct any prospective employers to direct all inquiries to Defendant's Human Resources Department. The response to any inquiry about Plaintiffs' employment with Defendant shall be directed to Defendant's Human Resources Department which shall confirm the Plaintiffs' dates of service and positions held; no other information will be provided.

14.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will 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 Class Counsel's ethical obligations owed to Class Members.

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

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

14.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement 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 will seek the assistance of a mediator and/or the Court for resolution.

14.8 Enforcement Action. In the event that any Party institutes any legal action or other proceeding against another Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to

recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement action.

14.9 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 this Settlement.

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

14.11 Modification of Agreement. This 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.

14.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

14.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

14.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

14.17 Deadlines. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

14.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Julian Hammond, Esq., Polina Brandler, Esq. HammondLaw, P.C., 1201 Pacific Avenue, Suite 600, Tacoma, WA 98402; Telephone: (310) 807-1666

To Defendant: Ross Vartain, Esq., Vartain Law Group P.C., 48 Gold Street, Suite 100, San Francisco, California 94133; Telephone: (415) 391-1155

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

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Plaintiffs and Proposed Class Representatives

Dated: _____, 2024 By: _____
Dan Beck

Dated: _____, 2024 By: _____
Bienvenida Salazar

University of San Francisco

Dated: 6/25, 2024

By:



Name: CHARLES E. CROSS

Title:

VP, BUSINESS & FINANCE

APPROVED AS TO FORM:

**Counsel for Plaintiffs and
Proposed Class Counsel**

Dated: _____, 2024 By: _____
Julian Hammond
HammondLaw, P.C.

Counsel for Defendant

Dated: 6/25, 2024

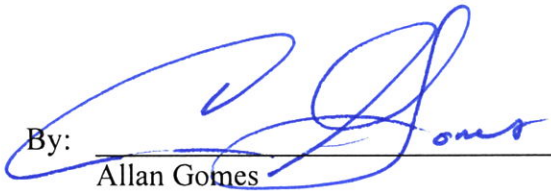
By:



Ross Vartain

Vartain Law Group, P.C.

Dated: 6/26, 2024

By: 

Allan Gomes
Anderies & Gomes, LLP

To Defendant: Ross Vartain, Esq., Vartain Law Group P.C., 48 Gold Street, Suite 100, San Francisco, California 94133; Telephone: (415) 391-1155

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

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Plaintiffs and Proposed Class Representatives

Dated: 6/24/2024, 2024 By: Dan Beck
Dan Beck

Dated: 6/25/2024, 2024 By: Bienvenida Salazar
Bienvenida Salazar

University of San Francisco

Dated: _____, 2024 By: _____
Name:
Title:

APPROVED AS TO FORM:

**Counsel for Plaintiffs and
Proposed Class Counsel**

Dated: June 24, 2024 By: J. Hammond
Julian Hammond
HammondLaw, P.C.

Counsel for Defendant

Dated: _____, 2024 By: _____
Ross Vartain
Vartain Law Group, P.C.

Dated: _____, 2024 By: _____
Allan Gomes
Anderies & Gomes, LLP

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

DAN BECK and BIENVENIDA
SALAZAR, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

UNIVERSITY OF SAN FRANCISCO, a
California Corporation,

Defendant.

Case No. CGC-21-588930

**NOTICE OF CLASS ACTION
SETTLEMENT**

READ THIS NOTICE CAREFULLY. This Notice relates to a proposed settlement of a class action lawsuit. If you are a Class Member, it contains important information affecting your rights to participate in the Settlement as further described below.

A court has authorized this notice. This is not an advertisement. You are not being sued.

You have received this Notice of Settlement because University of San Francisco (“USF” or “USF”) records show you are a member of one or more of the following Classes: “Unpaid Wage Class,” “Wage Statement Class,” and/or an “Expense Reimbursement Class” and therefore entitled to a payment from this proposed class action Settlement. Each Class is defined as follows:

- “Unpaid Wages Class” or “Unpaid Wage Class Members” refers to all part-time adjunct instructors employed by the University of San Francisco at any time during the Class Period (January 4, 2017 through to September 8, 2020), who in 2017 earned less than \$3,640.00 in any calendar month in which the instructor was paid wages; who in 2018 earned less than \$3,813.33 in any calendar month in which the instructor was paid wages; who in 2019 earned less than \$4,160 in any calendar month in which the instructor was paid wages; or who in 2020 earned less than \$4,506.67 in any calendar month in which the instructor was paid wages. Unpaid Wage Class Members employed between September 1 and 8, 2020 will be considered to be part of this class if their earnings for the entire month of September 2020 were less than \$4,506.67.
- “Wage Statement Class” or “Wage Statement Class Members” or refers to (a) all part-time adjunct instructors employed by the University of San Francisco during the Wage Statement Class Period (January 4, 2020 through to September 8, 2020) who earned less than \$4,506.67 in any calendar month in which the instructor was paid wages; and (b) all part-time adjunct instructors who fell within the definition of the certified class in *Gola v. University of San Francisco*, Case No. CGC-18-565018 (San Francisco Cnty. Super. Ct.) and were omitted from the class list in that case.

- “Expense Reimbursement Class” or “Expense Reimbursement Class Members” refers to all current and former employees of the University of San Francisco who worked remotely in California at any time from March 11, 2020 through July 31, 2021.

The settlement resolves a class-action lawsuit, *Beck, et al. v. University of San Francisco* (the “Lawsuit”), which alleges that Defendant: (i) failed to pay overtime wages; (ii) failed to provide compliant rest breaks; (iii) failed to provide compliant meal breaks; (iv) failed to issue accurate itemized wage statements; and (v) failed to reimburse for necessary expenses.

On [DATE], the San Francisco County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. USF vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

The next hearing in this case is the Final Fairness and Approval, which will be held at Department 304 of San Francisco Superior Court on [REDACTED], located at 400 McAllister Street, San Francisco, California 94102-4514, before the Honorable Ethan P. Schulman. You are not required to attend the Hearing, but you are welcome to do so.

Why am I Receiving this Notice?

You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to finally approve the settlement. If the Court approves the Settlement, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains what this case is about, the proposed settlement, your legal rights, what benefits are available, who is eligible for them, and how you will obtain them.

What is a Class Action and What is PAGA?

In a class action, one or more people called Class Representatives make allegations on behalf of other people whom they allege have similar claims. All these people comprise a Class or Classes and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

The Labor Code Private Attorneys General Act (“PAGA”) allows an employee aggrieved by a Labor Code violation to file a “representative” lawsuit against the employer to recover civil penalties on behalf of himself, other employees, and the State of California. A PAGA claim can be asserted in a Class action. Employees on whose behalf a PAGA claim or lawsuit is brought are referred to as Aggrieved Employees.

If a settlement is entered into in a Class and PAGA lawsuit, the Court must approve the terms of the settlement as fair and reasonable to the members of the Class and the State. Once finally approved, the settlement will affect all Class Members except those who choose to opt out. Aggrieved Employees, however, do not have the right to opt out of the PAGA portion of the settlement.

What is this Class Action and Settlement about?

This action was filed against Defendant University of San Francisco, Inc. on January 5, 2021, by Plaintiffs Dan Beck and Bienvenida Salazar (collectively, “Plaintiffs”). The operative Complaint, which is the Third Amended Complaint (the “Complaint”), filed on September 14, 2023, asserts claims against Defendant for alleged (1) failure to pay overtime wages, and failure to provide off-duty meal and rest breaks to Unpaid Wage Class Members (“Overtime, Meal, Rest Break Claims”), (2) failure to provide accurate wage statements to Wage Statement Class Members (“Wage Statement Claims”), (3) failure to reimburse home office expenses to Expense Reimbursement Class Members (“Expense Reimbursement Claim”), (4) violation of the Unfair Competition Law, Bus. & Prof. Code § 17200, and (5) civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

In the Overtime, Meal, Rest Break Claims and Wage Statement Claim, the Complaint alleges that Defendant misclassified part-time adjunct instructors as exempt because they did not meet the minimum monthly salary threshold required for the professional exemption. The minimum monthly salary threshold required for the professional exemption during the relevant period (January 4, 2017 through September 8, 2020) is as follows: \$3,640.00/month in year 2017; \$3,813.33/month in year 2018; \$4,160/month in year 2019; and \$4,506.67/month in year 2020 (“Minimum Salary Threshold”). The Complaint alleges that, as a result of this misclassification, Defendant failed to pay Unpaid Wage Class Members for overtime hours worked, and failed to provide them with off-duty meal and rest breaks.

In the Wage Statement Claim, the Complaint alleges that as a result of misclassifying part-time adjunct instructors as exempt, Defendant failed to include on the wage statements it issued to the part-time adjunct instructors certain required information including total hours worked and applicable hourly rate(s). The same claim was made by the plaintiff in an earlier-filed action *Gola v. University of San Francisco*, in which the trial court awarded judgment to the certified class of part-time adjunct instructors employed by the University of San Francisco from March 15, 2017 through to January 3, 2020. At the time of trial in that case, it was discovered that approximately 285 members of the certified class were left off the class list. These individuals are members of the Wage Statement Class in this case.

In the Expense Reimbursement Claim, the Complaint alleges that employees were not reimbursed for all business expenses incurred in connection with working from home as a result of the COVID-19 pandemic.

The civil penalties sought under PAGA are based on these same theories of liability.

The proposed Settlement is not an admission of liability by Defendant. Throughout the course of litigation in the Action, Defendant has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action. Defendant contends that it has complied with all applicable laws and regulations regarding all of those matters.

Class Counsel believes that the proposed Settlement is in the best interests of the Class Members. Further proceedings would be very expensive and take a long time. Moreover, no one can predict

the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members.

Summary of the Settlement Terms

Defendant has agreed to pay \$3,888,888 (“Gross Settlement Amount”) to settle this case. The Gross Settlement includes: (1) costs of settlement administration up to \$35,000; (2) employer-side payroll taxes due on the portion of the settlement attributed to wages (estimated at \$20,000); (3) service payments of up to \$7,500 to each Plaintiff for their time and efforts in pursuing this case and in exchange for a general release of claims against Released Parties they will agree to as part of this Settlement; (4) fees of up to 1/3 of the Settlement Amount (\$1,296,296) and up to \$60,000.00 in litigation costs to Class Counsel; and (5) payment allocated to PAGA penalties in the amount of \$100,000 of which 75% will be paid to the California Labor and Workforce Development Agency (“LWDA”) and 25% shall be paid proportionately to the Unpaid Wage Class Members who worked during the Adjunct PAGA Period (defined as January 4, 2020 to September 8, 2020) and to the Expense Reimbursement Aggrieved Employees who worked during the Expense Reimbursement PAGA Period (defined as March 11, 2020 through January 25, 2024). After deducting these sums from the Gross Settlement Amount, a total of approximately \$2,362,592 (i.e., the Net Settlement Amount) will be available for distribution to the Class Members.

Distribution to Class Members

Participating Class Members (Class Members who do not exclude themselves from the Settlement) will each be paid an Individual Class Payment from the Net Settlement Amount. The Net Settlement Amount (“NSA”) will be distributed as follows:

- 65% of the NSA (approximately \$1,535,684.80) shall be allocated to the Unpaid Wage Class Members and paid on a pro-rata basis based on the number of Qualifying Months worked by an Unpaid Wage Class Member during the Unpaid Wages Class Period (January 4, 2017 through September 8, 2020). Qualifying Months for purposes of this distribution to the Unpaid Wage Class Members are those months during which Unpaid Wage Class Members’ earnings were below the Minimum Salary Threshold. In calculating the Qualifying Months, a 2.5 multiplier shall be applied to the work months of those members of the Unpaid Wage Class who are Nursing Part-time Adjunct Instructors. “Nursing Part-time Adjunct Instructors” refers to Unpaid Wages Class Members who taught courses in the University of San Francisco School of Nursing and Health Professions.

- 15% of the NSA (approximately \$354,388.80) shall be allocated to the Wage Statement Class Members and paid on a pro-rata basis based on the number of Qualifying Work Months worked by a Wage Statement Class Member during (a) the Wage Statement Class Period (January 4, 2020 through September 8, 2020), and (b) the certified class period in *Gola v. University of San Francisco* (March 15, 2017 to January 3, 2020) if the Wage Statement Class Members is one of the 285 individuals who were omitted from the class list in the *Gola* action. Qualifying Work Months for purposes of this distribution to the Wage Statement Class Members

are those months during which Wage Statement Class Members' earnings were below the Minimum Salary Threshold.

- 20% of the NSA (approximately \$472,518.40) shall be allocated to the Reimbursement Class Members and paid on a pro-rata basis based on the number of Work Month worked by the Expense Reimbursement Class Member during the Expense Reimbursement Class Period (March 11, 2020 through January 25, 2024). In calculating the Work Months, a 4.0 multiplier shall be applied to the work months before August 1, 2021. No multiplier shall be applied to work months worked in and after August 2021. Amounts previously reimbursed to any Reimbursement Class Member by USF for remote work expenses shall offset the settlement awards to such Reimbursement Class Members who received such reimbursements, however, each Reimbursement Class Member shall receive a minimum of \$50 as their share of the 20% of the NSA allocated to the Expense Reimbursement Class.

Qualifying Work Months shall be calculated according to Defendant's records. If you do not agree with the number of your Qualifying Work Months, you may submit a dispute to the Administrator, as described in the section immediately below.

Your Estimated Settlement Award

Defendant's records show that you are a member of the Unpaid Wage Class and that you worked a total of: <<Number of Qualifying Work Months>> Qualifying Work Months during the Unpaid Wages Class Period. Defendant's records show that you <<were/were not>> employed as a Nursing Part-time Adjunct Instructor. Your estimated share of the Net Settlement Amount allocated to the Unpaid Wages Class is [XXXX].

Defendant's records show that you worked a total of: <<Number of Qualifying Work Months>> Qualifying Work Months during the Wage Statement Class Period (January 4, 2020 through September 8, 2020) and your name <<was/was not>> left off the class list in *Gola v. University of San Francisco*. {Defendant's records show that you worked a total of: <<Number of Qualifying Work Months>> Qualifying Work Months during the *Gola* class period (March 15, 2017 through January 4, 2020)}. Your estimated share of the Net Settlement Amount allocated to the Wage Statement Class is [XXXX].

Defendant's records show that you are a member of the Expense Reimbursement Class, and that you worked during <<Number of Work Months>> Work Months before August 1, 2021 and <<Number of Work Months>> Work Months after August 1, 2021. Your estimated share of the Net Settlement Amount allocated to the Expense Reimbursement Class is [XXXX].

Defendant's records show that you are an Adjunct Aggrieved Employee and/or Expense Reimbursement Aggrieved Employee. Your estimated share of the 25% portion of the PAGA Payment distributed to the Adjunct/Expense Reimbursement Aggrieved Employees is [XXXX].

If you believe that the number of Qualifying Work Months/ Work Months listed above is incorrect, you may notify the Settlement Administrator by fax, email, or mail and provide any supporting documents and information to the Settlement Administrator at the address listed below no later

than the **RESPONSE DEADLINE**. The Settlement Administrator will make the final determination regarding the dispute and will promptly notify you of the results of its determination.

Tax Reporting

For tax reporting purposes, payments made to the Unpaid Wage Class Members for the release and settlement of the claims of the Unpaid Wage Class will be allocated 1/3 to wages subject to withholdings, which will be reported on IRS W 2 Form, and 2/3 to interest and penalties, which will be reported on IRS 1099 Forms. Payments made to Participating Class Members for the release and settlement of claim of the Wage Statement Class will be considered 100% penalties and will be reported on IRS 1099 Forms. Payments made to Participating Class Members for the release and settlement of the claims of the Expense Reimbursement Class will be considered 100% non-wage income and interest and will be reported on IRS 1099 Forms. The PAGA payment paid to the Adjunct Aggrieved Employees and to the Reimbursement Aggrieved Employees will be reported on IRS 1099 Forms.

Each Participating Class Member and/or Aggrieved Employee receiving an Individual Class Payment/ Individual PAGA Payment shall be responsible for paying applicable federal, state, and local income taxes, if any, on all amounts such person receives pursuant to this Agreement, and Defendant shall have no liability therefor.

Claims That You Are Releasing Under the Settlement

Unpaid Wage Class Released Claims: Unpaid Wages Class Member shall be deemed to have released Released Parties from claims related to the allegations of Defendant's misclassification of part-time (adjunct) instructors as exempt or non-piece employees, and to the allegations of Defendant's failure to pay overtime pay, provide compliant meal and rest periods, and premium pay relating to meal and rest periods ("Unpaid Wage Claims"), including restitution or penalties for failure to pay such wages, which are alleged, or could have been alleged, based on the facts relating to the Unpaid Wage Claims in the operative Complaint or in a prior complaint, under any applicable legal provisions, including Labor Code §§ 1194, 1194.2, 226.2, 226.7, 510, 512, Wage Order No. 4-2001 of the Industrial Welfare Commission, or under Wage Order No. 5-2001 of the Industrial Welfare Commission, Bus. & Prof. Code, § 17200, and PAGA civil penalties based on those claims.

Wage Statement Class Released Claims: Each Wage Statement Class Member shall be deemed to have released Released Parties from claims related to the allegations of Defendant's misclassification of part-time (adjunct) instructors as exempt and/or non-piece rate employees, and to the allegations of Defendant's failure to issue accurate, itemized wage statements ("Wage Statement Claims") which are alleged, or could have been alleged, based on the facts relating to the Wage Statement Claims in the operative Complaint or in a prior complaint, under any applicable legal provisions, including Labor Code § 226(a)(2), (a)(3), and (a)(9), and attendant civil penalties such as under Labor Code §§ 226(e) or 226.3 penalties, and PAGA civil penalties based on those claims.

Reimbursement Class Release Claims: Each Reimbursement Class Member shall be deemed to have released Released Parties from claims related to Defendant's failure to reimburse all

necessarily incurred business expenses (“Reimbursement Claims”), including but not limited to any and all work from home related expenses, incurred as a result of remote work which are alleged, or could have been alleged, based on the facts relating to the Reimbursement Claims in the operative Complaint or in a prior complaint, under any applicable legal provisions, including Labor Code § 2802, and PAGA civil penalties based on those claims.

Release of Adjunct PAGA Claims: Each Adjunct Aggrieved Employee shall be deemed to have fully and finally released and discharged the Released Parties of all claims that were alleged, or reasonably could have been alleged, based on the facts relating to the Unpaid Wages Claims and Wage Statement Claims in the operative Complaint or in a prior complaint, or in the PAGA Notice, on behalf of Adjunct Aggrieved Employees, under any applicable legal provisions, including Labor Code § 226(a)(2), (a)(3), and (a)(9), Labor Code §§ 1194, 1194.2 226.2, 226.7, 510, 512, Wage Order No. 4-2001 of the Industrial Welfare Commission, or under Wage Order No. 5-2001 of the Industrial Welfare Commission, Bus. & Prof. Code, § 17200.

Release of Reimbursement PAGA Claims: Each Reimbursement Aggrieved Employee shall be deemed to have fully and finally released and discharged the Released Parties of all that were alleged, or reasonably could have been alleged, in the PAGA Notice on behalf of Reimbursement Aggrieved Employees, and arising during the Reimbursement PAGA Period, including claims for PAGA Penalties under Labor Code § 2802.

What are my Rights and Options?

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your payment because you are a member of all or one of the Classes. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, and email address or telephone number, case name and number, and must be signed by you. Mail, fax, or email your written request for exclusion by to:

Simpluris, Inc.

[Address]

[email]

[fax]

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **[RESPONSE DEADLINE]**. You should not request exclusion if you wish to receive money from the Class Settlement. You do not have the right to be excluded from the PAGA Settlement, whether or not you exclude yourself from the Class Settlement.

Option 3 – Object to the Settlement

If you wish to object to the Settlement you may submit an objection in writing by mail, email or fax to the Administrator (Simpluris, Inc.) or appear at the Final Approval hearing. All written objections must provide your full name, address and telephone number, the case name and number, and your reasons why you think the Court should not approve the Settlement. If you choose to submit a written objection, your objection must be sent to the Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your share of the Settlement.

Final Approval Hearing

A Final Approval Hearing will be held before the Honorable Ethan P. Schulman in Department 304 of the Superior Court of California, County of San Francisco, located at the Civic Center Courthouse, 400 McAllister Street, San Francisco, California 94102-4514, on **[FA hearing date]** at **[FA hearing time]** to determine whether the Settlement is fair, reasonable, and adequate. A motion for final approval of these items should be on file with the Court no later than **[redacted]**, 2024 and will be available for review after that date. This hearing may be continued without further direct notice to Class Members. However, notice of any continuance of the Final Approval Hearing date will be provided to any Class Member who submits an objection. It is not necessary for you to appear at this hearing.

What if I need more information?

This Notice of Class Action Settlement is only a summary of this case and the Settlement. You may visit the case website maintained by the Settlement Administrator **www.[redacted].com** to review key documents filed in this case.

If you have any questions, you may also contact the Settlement Administrator at **[redacted]**, or Class Counsel at:

HAMMONDLAW, P.C.
Julian Hammond (SBN 268489)
jhammond@hammondlawpc.com
Polina Brandler (SBN 269086)
pbrandler@hammondlawpc.com
1201 Pacific Avenue, Suite 600
Tacoma, WA 98402
Tel: (310) 807-1666

You may also access documents filed in this case free of charge by visiting <https://sf.courts.ca.gov/online-services/case-information> To navigate to the filed documents, you will need to click on “Access Now” under the heading “Case Information” and then “Access Now” under “Civil Case Query.” You may then search for filings by entering the case number located at the top of this Notice.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION
ABOUT THIS SETTLEMENT**