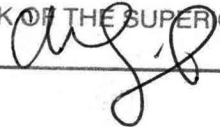


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FILED
ALAMEDA COUNTY

NOV 18 2022

CLERK OF THE SUPERIOR COURT

By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CHAD HARRIS, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

SOUTHERN NEW HAMPSHIRE
UNIVERSITY, A New Hampshire Non-Profit
Corporation,

Defendant.

Case No. RG21109745

ASSIGNED FOR ALL PURPOSES TO
JUDGE EVELIO GRILLO, DEPARTMENT
21

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: November 15, 2022

Time: 10:00 a.m.

Dept.: 21

Complaint Filed: August 18, 2021

Case No. RG21109745

[PROPOSED] ORDER GRANTING PLTF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT

1 Plaintiff Chad Harris's Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court for hearing on November 15, 2022, at 10:00 a.m. On _____, the
3 Court issued a tentative ruling, which the Parties did not contest. The Court having considered the
4 papers submitted in support of the motion, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the settlement based on the terms set forth
6 in the executed Stipulation of Class Action Settlement and Release of Claims ("Stipulation of
7 Settlement," "Settlement" or "Settlement Agreement"), attached hereto as **Exhibit 1**. The Court
8 finds that the terms of the Settlement are fair, adequate, and reasonable to the Class.

9 2. This Order incorporates by reference the definitions in the Settlement, and all
10 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
11 Settlement Agreement.

12 3. The Court finds that the Settlement falls within the range of reasonableness and
13 appears to be presumptively valid, subject only to any objections that may be raised at the Final
14 Approval Hearing and Final Approval by this Court.

15 4. The Court preliminarily finds that extensive investigation and research have been
16 conducted, such that counsel for the Parties are able to reasonably evaluate their respective positions.
17 The Court preliminarily finds that the Settlement will avoid substantial additional costs to all Parties,
18 as well as avoid the delay and risks that would be presented by the further prosecution of the Action.
19 The Court preliminarily finds that the Settlement has been reached as the result of intensive, serious,
20 and non-collusive arms-length negotiations, and has been entered into in good faith. The assistance
21 of an experienced mediator in the settlement process further confirms that the Settlement is non-
22 collusive. Finally, the Court has reviewed the monetary recovery that is being granted as part of the
23 Settlement and preliminarily finds that the monetary settlement awards made available to the
24 members of the Settlement Class are fair, adequate, and reasonable when balanced against the
25 potential risks of further litigation relating to certification, liability, and damages issues.

26 5. The following Class is preliminarily certified for settlement purposes only:
27
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1 All persons who are or have been employed by Defendant in California as
2 part-time adjunct instructors during the period from February 21, 2017
through and including July 30, 2022.

3 6. The Court preliminarily finds that, for settlement purposes only, the Class meets the
4 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
5 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
6 (b) common questions of law and fact predominate, and there is a well-defined community of interest
7 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
8 claims are typical of the claims of the members of the Class; (d) the Class Representative will fairly
9 and adequately protect the interests of the members of the Class; (e) a class action is superior to other
10 available methods for the efficient adjudication of the controversy; and (f) Class counsel is qualified
11 to act as counsel for the Plaintiff in his individual capacity and as the representative of the Class.

12 7. The Court provisionally appoints Julian Hammond, Ari Cherniak, and Polina
13 Brandler of HAMMONDLAW, P.C. and William Jhaveri-Weeks, Sarah Abraham, and Ally Girouard
14 of THE JHAVERI-WEEKS FIRM, P.C. as counsel for the Class ("Class Counsel") for settlement
15 purposes only.

16 8. The Court provisionally appoints Plaintiff Chad Harris as the representative of the
17 Class ("Class Representative") for settlement purposes only.

18 9. The Court provisionally appoints Phoenix Settlement Administrators as the
19 Settlement Administrator.

20 10. The Court approves, both as to form and content, the Notice of Class Action
21 Settlement (in substantially the form of Exhibit A to the Settlement Agreement) ("Notice"). The
22 Court finds that the Notice fully and accurately informs the Class Members of all material elements
23 of the Settlement, of the Class Members' right to be excluded from the Settlement by submitting a
24 Request for Exclusion, and of each Class Member's right and opportunity to object to the Settlement.
25 The Court further finds that the dates and process selected for the mailing and distribution of the
26 Notice meet the requirements of due process, provide the best notice practicable under the
27 circumstances, and constitute constitutionally due and sufficient notice to all persons entitled thereto.

1 The Court further orders the mailing of the Notice to the Class Members by First-Class U.S. Mail,
2 pursuant to the terms set forth in the Settlement and this Order.

3 11. The Court hereby preliminarily approves the proposed procedure for requesting
4 exclusion from, or opting out of, the Settlement. Any Class Member may choose to be excluded
5 from the Settlement as provided in the Notice and set forth in the Settlement. Any such person who
6 is a PAGA Covered Employee and who chooses to opt out of, and be excluded from, the Settlement
7 will not be entitled to any recovery under the Settlement, **except for a pro-rata portion of the PAGA**
8 **Payment, and will not be bound by the Settlement, except for the release of civil penalties under the**
9 **PAGA, or have any right to object to, appeal from, or comment thereon.** Class Members who have
10 not submitted a timely Request for Exclusion shall be bound by the Settlement Agreement and the
11 contemplated judgment to be entered based thereon.

12 12. Within **fifteen (15) calendar days after the Court issues the Preliminary Approval**
13 **Order, Defendant shall provide to the Settlement Administrator the Class Data, as specified in the**
14 **Settlement.**

15 13. Within **fifteen (15) calendar days of receiving the Class Data from Defendant, the**
16 **Settlement Administrator shall mail the Notice in the manner specified in the Settlement.**

17 14. The Court orders that any Requests for Exclusion from the Settlement must be
18 postmarked no later **than sixty (60) calendar days after the Notice is initially mailed to the Class**
19 **Members and must be received by the Settlement Administrator to be valid.**

20 15. No later than **fourteen (14) calendar days after the Response Deadline, the Settlement**
21 **Administrator shall provide counsel for the Parties with a final list of the Class Members who have**
22 **timely submitted Requests for Exclusion.**

23 16. If the total number of Class Members who submit timely and valid Requests for
24 Exclusion from the Settlement is fifteen (15) Class Members or more, Defendant shall have the
25 option to cancel the Settlement in its sole discretion. To exercise this option, Defendant must send
26 written notification to Class Counsel within seven (7) calendar days of receiving a report from the
27 Settlement Administrator informing Defendant that the total number of timely and valid Requests
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1 for Exclusion is more than three percent (3%) of the total Class Members and shall pay all Settlement
2 Administration Costs incurred up to the date or as a result of the termination of the Settlement, and
3 the Parties shall proceed in all respects as if the Settlement had not been executed.

4 17. Any Class Member who does not timely and validly request exclusion from the
5 Settlement may object to the Settlement. Any objection must be in writing, include the Class
6 Member's full name (and former names, if any) and signature, dates of employment, the last four
7 digits of their Social Security Number and/or Employee ID number, the reasons for the objection,
8 and whether the Class Member intends to appear at the Final Approval Hearing. To be timely, the
9 objection must be postmarked no later than sixty (60) calendar days after the Notice is initially mailed
10 to the Class. Any Class Member may also appear at the Final Approval Hearing to have her or his
11 objection heard by the Court.

12 18. A Final Approval Hearing shall be held before this Court on
13 _____ at _____ in Department 21
14 of the Superior Court of the State of California, County of Alameda, located at 1221 Oak Street,
15 Oakland, CA 94612, to consider the fairness, adequacy and reasonableness of the proposed
16 Settlement preliminarily approved by this Order. Plaintiff's Motion for Approval of Attorneys' Fees,
17 Costs, and Class Representative Enhancement shall be heard on the same date and at the same time.

18 19. Any party to this case, including any Class Member, may be heard in person or by
19 counsel, to the extent allowed by the Court, in support of, or in opposition to, the Court's
20 determination of the good faith, fairness, reasonableness, and adequacy of the proposed Settlement,
21 the requested Class Counsel Award of attorneys' fees and costs, the requested Class Representative
22 Enhancement to the Class Representative, and any order of Final Approval and Judgment regarding
23 such Settlement, fees, costs, and payment.

24 20. The Settlement is not a concession or admission and shall not be used against
25 Defendant as an admission or indication with respect to any claim of any fault or omission by
26 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
27 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
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1 thereof, shall in any event be construed as, offered or admitted into evidence as, received as, or
2 deemed to be in evidence for any purpose adverse to Defendant, including, but not limited to,
3 evidence of a presumption, concession, indication, or admission by Defendant of any liability, fault,
4 wrongdoing, omission, concession, or damage.

5 21. In the event the Settlement does not become effective in accordance with the terms of
6 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or
7 fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated,
8 and the Parties shall revert back to their respective positions as of before entering into the Settlement
9 Agreement.

10 22. The Court reserves the right to adjourn or continue the date of the Final Approval
11 Hearing and all dates provided for in the Settlement without further notice to the Class Members and
12 retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

13 **IT IS SO ORDERED.**

14 Dated: NOV 18 2022



The Honorable Evelio Grillo
Judge of the Superior Court

17 4875-7593-1433.1 / 113735-1001

EXHIBIT 1

**STIPULATION OF CLASS ACTION SETTLEMENT
AND RELEASE OF CLAIMS**

This Stipulation of Class Action Settlement and Release of Claims is entered into by and between Plaintiff CHAD HARRIS, individually and on behalf of the Settlement Class, and Defendant SOUTHERN NEW HAMPSHIRE UNIVERSITY, subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

1. “Action” or “Lawsuit” refers to the civil action filed August 18, 2021 in the Superior Court of the State of California for the County of Alameda captioned as *CHAD HARRIS, individually and on behalf of all others similarly situated v. SOUTHERN NEW HAMPSHIRE UNIVERSITY, a New Hampshire Non-Profit Corporation*, Case No. RG21109745.

2. “Agreement” or “Settlement” or “Settlement Agreement” means this Stipulation of Class Action Settlement and Release of Claims.

3. “Class” shall include all persons who are or have been employed by Defendant in California as part-time adjunct instructors during the Settlement Period (“Class Members”).

4. “Class Counsel” means and refers to Julian Hammond of HAMMONDLAW, P.C. and William Jhaveri-Weeks of THE JHAVERI-WEEKS FIRM, P.C.

5. “Class Counsel Award” means attorneys’ fees for Class Counsels’ litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Maximum Settlement Fund.

6. “Class Data” means information regarding Class Members that Defendant will, in good faith, compile from its payroll and other business records and provide to the Settlement Administrator. It shall be formatted in a form acceptable to the Claims Administrator and shall include the following information for each Class Member: (1) employee identification number; (2) full name; (3) last known address; (4) last known home telephone number; (5) Social Security Number; (6) start and end dates of employment; (7) the number of Compensable Assignments during the Settlement Period.

7. “Class Member” shall refer to an employee of Defendant who falls within the definition of the Class.

8. “Class Released Claims” means any and all claims for wages, statutory penalties (but not PAGA Penalties), damages and liquidated damages, interest, restitution, injunctive relief, fees and costs under California

law that were alleged in the operative complaint in the Action, and/or claims which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Settlement Period, including, but not limited to: (1) Failure to Pay Wages Separately from the Piece and Hourly for Nonproductive Time and/or Failure to Pay Wages for All Hours Worked (Cal. Lab. Code §§ 226.2, 1194, 1194.2; IWC Wage Order No. 4-2001, § 4); (2) Failure to Pay Separately from the Piece and Hourly for Rest Breaks and/or Failure to Authorize and Permit Paid Rest Breaks, and Failure to Pay Premium Pay (Cal. Lab. Code §§ 226.2, 226.7, 1194; IWC Wage Order No. 4-2001, §§ 4, 12); (3) Failure to Provide Off-Duty Meal Breaks and Pay Premium Pay (Cal. Lab. Code §§ 226.7 and 512; IWC Wage Order No. 4-2001, § 11); (4) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1194; IWC Wage Order No. 4-2001, § 3); (5) Failure to Issue Accurate Itemized Wage Statements (Cal. Lab. Code §§ 226(a), (e), 226.2(a)); (6) Failure to Pay Compensation Due Upon Discharge or Separation from Employment (Cal. Lab. Code §§ 201-203); (7) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802); and (8) Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code §§ 17200 et seq.), based on the Labor Code sections alleged and with respect to the statutory penalties claimed in the Action, any source of obligation as a basis for claiming such penalties during the Settlement Period (the “Released Claims”), against Defendant and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives (collectively, “Released Parties”) in their representative and individual capacities whether under Lab. Code §§ 558, 558.1 or otherwise. The release of the Class Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so as to bar any other individual or entity from filing or pursuing the Class Released Claims against the Released Parties in any forum.

9. “Class Representative Enhancement” means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing the General Release provided herein.

10. “Class Representative” means Plaintiff CHAD HARRIS in his capacity as the representative of the Class Members.

11. “Compensable Assignments” means the total number of assignments of Nine (9) or fewer weeks’ duration during the Settlement Period and the total number of assignments of more than Nine (9) weeks duration during the Settlement Period according to Defendant’s records. Assignments of more than Nine (9) weeks duration shall be weighted as 1.2 times assignments of Nine (9) or fewer weeks duration. This weighting shall apply whenever a reference is made to Compensable Assignments in this Agreement.

12. “Counsel for Defendant” shall refer to R. Brian Dixon and Emily A. Mertes of LITTLER MENDELSON, P.C.

13. “Court” means Alameda County Superior Court.

14. “Defendant” means SOUTHERN NEW HAMPSHIRE UNIVERSITY.

15. “Effective Date” means: (a) the date upon which the time for appeal of the Court’s order granting final approval of the Settlement Agreement expires; unless (b) an appeal is timely filed, then “Effective Date” means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement or dismissal of the appeal.

16. “Individual Settlement Payment” means the amount from the Net Settlement Amount ultimately distributed to each Settlement Class Member.

17. “Maximum Settlement Fund” means the Maximum Settlement Amount of One Million Four Hundred Thousand Dollars and No Cents (\$1,475,000.00), which includes the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, and which excludes Defendant’s share of payroll taxes.

18. “Net Settlement Amount” or “NSA” means the Maximum Settlement Fund, less Class Counsel Award, Class Representative Enhancement, the PAGA Payment, and Settlement Administration Costs.

19. “Notice Packet” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A.

20. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

21. “PAGA Covered Employees” means those Class Members who were employed by Defendant in California as part-time adjunct instructors during the PAGA Period, regardless of whether the Class Member submitted a valid Request for Exclusion or otherwise opted out of the Settlement.

22. “PAGA Letters” means the initial notice and amended notice, pursuant to California Labor Code section 2699.3, that Class Counsel conveyed to the California Labor and Workforce Development Agency

(“LWDA”) on August 18, 2021 and September 27, 2021 describing Defendant’s alleged violations under the California Labor Code.

23. “PAGA Payment” means the portion of the Maximum Settlement Fund that is designated as civil penalties pursuant to PAGA in the total amount of Thirty Thousand Dollars (\$30,000.00).

24. “PAGA Individual Payment” means the amount paid from the PAGA Payment to PAGA Covered Employees.

25. “PAGA Period” means the period of time from February 22, 2020 through July 30, 2022.

26. “PAGA Released Claims” means the release of the Released Parties by the Labor and Workforce Development Agency, State of California, and by Plaintiff as a proxy for the LWDA, for civil penalties under the Labor Code pursuant to the Private Attorneys General Act (Cal. Lab. Code §§ 2698 et seq.) or otherwise that were alleged in the PAGA Letters, operative complaint in the Action, and/or claims which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Settlement Period, including, but not limited to: (a) failure to pay separately from the piece rate and hourly for nonproductive time in violation of Labor Code §§ 226.2, 1194 and Wage Order No. 4-2001, § 4; (b) failure to pay wages for all hours worked in violation of Labor Code § 1194 and Wage Order No. 4-2001, § 4; (c) failure to pay separately from the piece rate and hourly for time spent on rest breaks in violation of Labor Code §§ 226.2, 226.7, 1194 and Wage Order No. 4-2001, §§ 4, 12; (d) failure to authorize and permit off-duty paid rest breaks and pay premium pay for missed rest breaks in violation of Labor Code § 226.7 and Wage Order No. 4-2001, § 12; (e) failure to provide off-duty meal breaks and pay premium pay for missed meal breaks in violation of Labor Code §§ 226.7, 512 and Wage Order No. 4-2001, § 11; (f) failure to pay overtime wages in violation of Labor Code §§ 510, 1194 and Wage Order No. 4-2001, § 3(A); (g) failure to issue accurate itemized wage statements in violation of Labor Code §§ 226 and 226.2(a); (h) failure to pay compensation due upon discharge or separation from employment in violation of Labor Code §§ 201-203; (i) failure to reimburse necessary business expenses in violation of Labor Code § 2802; and (j) requiring Aggrieved Employees to agree to adjudicate outside of California claims arising in California in violation of Labor Code §§ 925 and 432.5. The release of PAGA Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing the PAGA Released Claims against the Released Parties in any forum.

27. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or

Defendant, individually.

28. “Plaintiff” means CHAD HARRIS.

29. “Preliminary Approval Date” means the date on which the Court enters an order granting preliminary approval of the Settlement.

30. “Released Parties” means Defendant SOUTHERN NEW HAMPSHIRE UNIVERSITY and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives.

31. “Request for Exclusion” means a written statement from a Class Member requesting exclusion from the Settlement Class. To be effective, the Request for Exclusion must be in the form described in Paragraph III(15)(g) *infra*, post-marked by the Response Deadline and received by the Settlement Administrator.

32. “Response Deadline” means the date sixty (60) calendar days after the Settlement Administrator mails Notice Packets to Class Members and is the last date on which Class Members may submit Requests for Exclusion or Objections to the Settlement.

33. “Settlement Administrator” or “Claims Administrator” means Phoenix Settlement Administrators, Inc.

34. “Settlement Class Members” or “Settlement Class” means all Class Members who do not timely submit a valid Request for Exclusion to be excluded from the Class as provided for in this Agreement.

35. “Settlement Period” or “Class Period” means the period from February 21, 2017 through and including July 30, 2022.

II. RECITALS

1. On August 18, 2021, Plaintiff filed a putative class action Complaint against Defendant in Alameda County Superior Court captioned as *CHAD HARRIS, individually and on behalf of all others similarly situated v. SOUTHERN NEW HAMPSHIRE UNIVERSITY, a New Hampshire Non-Profit Corporation*, Case No. RG21109745. The claims for relief Plaintiff asserted on behalf of himself and the putative class are: (1) Failure to Pay Wages Separately from the Piece and Hourly for Nonproductive Time and/or Failure to Pay Wages for All Hours Worked (Cal. Lab. Code §§ 226.2, 1194, 1194.2; IWC Wage Order No. 4-2001, § 4); (2) Failure to Pay

Separately from the Piece and Hourly for Rest Breaks and/or Failure to Authorize and Permit Paid Rest Breaks, and Failure to Pay Premium Pay (Cal. Lab. Code §§ 226.2, 226.7, 1194; IWC Wage Order No. 4-2001, §§ 4, 12); (3) Failure to Provide Off-Duty Meal Breaks and Pay Premium Pay (Cal. Lab. Code §§ 226.7 and 512; IWC Wage Order No. 4-2001, § 11); (4) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1194; IWC Wage Order No. 4-2001, § 3); (5) Failure to Issue Accurate Itemized Wage Statements (Cal. Lab. Code §§ 226(a), (e), 226.2(a)); (6) Failure to Pay Compensation Due Upon Discharge or Separation from Employment (Cal. Lab. Code §§ 201-203); (7) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802); and (8) Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code §§ 17200 et seq.), based on the Labor Code sections alleged. Plaintiff filed a First Amended Complaint adding a ninth claim for Civil Penalties Pursuant to Private Attorneys General Act (Cal. Lab. Code §§ 2698 et seq.), based on the Labor Code sections alleged, on October 25, 2021. Defendant filed an answer to the First Amended Complaint on November 9, 2021, asserting general and affirmative defenses.

2. The Parties engaged in a voluntary exchange of information concerning the claims and defenses set forth in the Action, including Defendant's policies and practices regarding the alleged violations, and extensive class payroll and assignment data. The Parties additionally have each conducted independent investigations and fact finding.

3. On June 1, 2022, the parties engaged in mediation under the guidance of an experienced wage and hour neutral, Tripper Ortman (the "Mediation"). At the conclusion of the Mediation, Mr. Ortman made a mediator's proposal, which the Parties subsequently both accepted, with several additional conditions.

4. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

5. The Plaintiff and Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by

Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

III. TERMS OF AGREEMENT

6. Settlement Consideration. Defendant shall pay the Maximum Settlement Amount, which shall fund the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Defendant shall not be required to pay more than the Maximum Settlement Fund except its share of payroll taxes. This settlement is non-reversionary and none of the Maximum Settlement Fund shall revert to Defendant.

7. Release By All Settlement Class Members. Upon the Effective Date, each Class Member (including Plaintiff) who does not timely submit a valid Request for Exclusion, shall, for the Class Period, fully release and forever discharge the Released Parties from the Released Claims. Notwithstanding a Class Member's Request for Exclusion, a Class Member will be deemed to have released claims made by or on behalf of the Class Member under PAGA as provided in Paragraph III(16)(a).

8. General Release by Plaintiff. In addition to the Settlement Class Members' Released Claims described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Enhancement, Plaintiff releases, acquits, discharges, and covenants not to sue any of the Released Parties for any claim, whether known or unknown, which he has ever had, or hereafter may claim to have, arising on or before the date he signs this Agreement, including without limitation to, any claims relating to or arising out of any aspect of his relationship with Defendant, or the termination of that relationship, any claims for discrimination, harassment or retaliation on any basis, any claims for unpaid compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, et seq., or any 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, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the

Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county or city law or ordinance regarding employment discrimination, harassment or retaliation. In particular and without limitation, Plaintiff releases the PAGA Released Claims. Plaintiff acknowledges that he has received all leave from work which he desired or required, received any accommodations necessary to perform his job duties and knows of no industrial injury or illness arising out of the course and scope of his employment with Defendant. Plaintiff acknowledges and agrees that the foregoing general release is given in exchange for the consideration provided to him under this Agreement by Defendant. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

Plaintiff expressly waives any rights or benefits available to him under the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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 RELEASING PARTY.

Plaintiff understands fully the statutory language of Civil Code section 1542 and, with this understanding, nevertheless elects to, and does, assume all risks for claims that have arisen, whether known or unknown, which he ever had, or hereafter may claim to have, arising on or before the date of his signature to this Agreement, and specifically waives all rights he may have under California Civil Code section 1542.

9. Nothing in this Agreement, including the General Release by Plaintiff, shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination based on sex related to the Action or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on the part of the agents or employees of the Defendant, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, prevents Plaintiff from communicating with, filing a charge or complaint with, or from participating in an investigation or

proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or limits Plaintiff from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing this Agreement Plaintiff is waiving rights to individual relief (including backpay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or an award from a government agency (and not Defendant) for information provided to the government agency or where otherwise prohibited.

10. Non-Disparagement. Plaintiff shall direct all inquiries about his employment with Defendant to Defendant's Director of Human Resources, who will confirm Plaintiff's dates of employment. No other comments shall be made by Defendant's Director of Human Resources or Plaintiff's manager about Plaintiff or his work history.

11. Certification of the Settlement Class and Nullification of Settlement Agreement. The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein:

a. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

b. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

c. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

12. Tax Treatment.

a. The Parties, Class Counsel and Defense Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on

any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes found to be due from a Settlement Class Member as a result of the Individual Settlement Payments described herein.

b. All Parties represent that they have not received and shall not rely on advice or representations from the other Party or his/its agents regarding the tax treatment of payments under federal, state, or local law.

13. Preliminary Approval Motion. At the earliest practicable time, Plaintiff and Class Counsel shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement as well as a declaration by Defense Counsel concerning the tax allocation of the settlement payments. The Order Granting Preliminary Approval shall be in a form substantially similar to Exhibit B. Any dispute regarding forms of notices and other documents necessary to implement the Settlement contained in the Stipulation, if not timely resolved among the Parties, shall be referred to the Court. The Parties shall seek a prompt hearing date to obtain preliminary approval of the Settlement.

14. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) processing and mailing payments to the Class Representative, Class Counsel, LWDA and Settlement Class Members; (b) printing and mailing the Notice Packets to the Class Members as directed by the Court; (c) receiving and reporting the objections and Requests for Exclusion; (d) distributing tax forms to the Settlement Class Members; (e) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; (f) calculating and withholding all taxes from the wage portion of the payments to Settlement Class Members; (g) calculating and notifying Defendant of its portion of the taxes on the wage portion of the payments to Settlement Class Members and accepting payment of such taxes from Defendant; (h) timely depositing all tax payments with the appropriate government entities; and (i) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

15. Settlement Administration.

a. Class Data. No later than fifteen (15) days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party or use the Class Data or any information contained

therein for any purpose other than to administer this Settlement. Defendant and/or the Settlement Administrator shall, at the time the Class Data is provided, inform Class Counsel of the number of class members in the data, so that Plaintiff can determine whether Section III(19) (right to void settlement based on class size) is implicated.

b. Notice Packets. The Notice Packet shall contain the Notice of Class Action Settlement, in a form substantially similar to the form attached hereto as Exhibit A. The Notice of Class Action Settlement shall set forth the material terms of the Settlement, including the release to be given by all members of the Settlement Class who do not request to be excluded from the Settlement Class. The Notice Packet also shall be individualized by including the Class Members' starting and ending dates of employment during the Class Period, the number of Compensable Assignments, and the estimated amount of their Individual Settlement Payment.

c. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than fifteen (15) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. In the event more than one address is identified, then the Settlement Administrator shall mail to each potentially valid address.

d. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator.

e. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the Compensable Assignments worked by Class Members stated on the Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary Compensable Assignments. Class Members may also dispute the statement on the Notice regarding whether the Class Member terminated his or her employment during the Class Period for the purpose

of the Waiting Time Penalty payment. Disputes must be in writing and submitted to the Administrator, postmarked on or before the Response Deadline. The dispute must contain: Class Member's full name, address, signature, last four digits of his or her Social Security number, the case name, and an explanation of the dispute along with any supporting documentation. If there is a timely dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility or ineligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility or ineligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

f. Disputes Regarding Administration of Settlement. Any disputes not subject to resolution by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court or the Settlement Administrator, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

g. Request for Exclusion. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a written statement requesting exclusion from the Settlement. The written statement must: (1) explicitly and unambiguously state the following statement or similar statement: "I wish to exclude myself from the settlement reached in the matter of *Harris v. Southern New Hampshire University*. I understand by excluding myself, I will not receive any money from the class settlement reached in this matter."; (2) contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address in the Notice Packet. The Request for Exclusion will not be valid if it is not timely submitted by the Response Deadline and received by the Settlement Administrator. The date of the postmark on the return mailing envelope transmitting the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon; however, all PAGA Covered Employees will receive their PAGA Individual Payments and will be releasing their PAGA claims since they cannot opt out of the PAGA settlement. Class Members who fail to submit a valid and timely written Request

for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement.

h. **Objections.** The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may serve on the Settlement Administrator by first class mail a written statement of objection (“Notice of Objection”) by the Response Deadline. The date of the postmark on the envelope transmitting the Objection shall be deemed the exclusive means for determining that a Notice of Objection was submitted timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or solicit or encourage Settlement Class Members to appeal from the Order and Final Judgment. Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

16. **Funding and Allocation of the Maximum Settlement Fund.** No later than fifteen (15) business days after the Effective Date, Defendant shall provide the Maximum Settlement Fund to the Settlement Administrator to fund the Settlement, as set forth in this Agreement.

a. **PAGA Payment.** As one part of the Motion for Order Granting Preliminary Approval, Plaintiff and Class Counsel shall seek approval from the Court of the PAGA Payment of Thirty Thousand Dollars (\$30,000.00). Any portion of the requested PAGA Payment that is not approved by the Court shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay Seventy-Five percent (75%) of the approved PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”) no later than thirty (30) calendar days after the Effective Date. The Settlement Administrator shall pay Twenty-Five Percent (25%) of the approved PAGA Payment to the PAGA Covered Employees no later than thirty (30) calendar days after the Effective Date. The PAGA

Individual Payment paid to each PAGA Covered Employee shall be calculated by dividing 25% of the approved PAGA Payment by the number of Compensable Assignments for all PAGA Covered Employees during the PAGA Period and then multiplying the result by the number of Compensable Assignments for each PAGA Covered Employee taught during the PAGA Period. The weighting of Compensable Assignments as described in the definition of Compensable Assignments shall apply for this purpose.

b. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount. Individual Settlement Payments shall consist of two parts: A Waiting Time Penalty Payment for Settlement Class Members who terminated their employment during the Class Period and a Per-Assignment Settlement Payment for all Settlement Class Members. The payments shall be calculated in accordance with the following steps:

i. From the Net Settlement Amount, there shall first be paid Fifty Dollars (\$50.00) to each employee whose employment terminated for any reason during the Class Period. This amount shall be known as the Waiting Time Penalty payment. The Net Settlement Amount, when reduced by all of the Waiting Time Penalty Payments, shall be known as the Remaining Net Settlement Amount.

ii. Using the Class Data, the Settlement Administrator will calculate the total number of Compensable Assignments for each Settlement Class Member and also calculate the total Compensable Assignments for all Settlement Class Members. The weighting of Compensable Assignments as described in the definition of Compensable Assignments shall apply for this purpose.

iii. The respective Compensable Assignments for each Settlement Class Member will be divided by the total Compensable Assignments for all Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Remaining Net Settlement Amount to calculate each Settlement Class Member's estimated Per-Assignment Settlement Payment.

iv. The sum of the Waiting Time Penalty Payment, if any, and the Per-Assignment Settlement Payment for each Settlement Class Member shall be the Individual Settlement Payment for the Settlement Class Member.

v. Tax Allocation. For tax purposes, the entirety of the Waiting Time Penalty Payments shall be allocated to interest, penalties, and liquidated damages, and other damages which are not subject to income or payroll tax withholding, but which are subject to all other required authorized deductions.

For tax purposes, the Per-Assignment Settlement Payments shall be allocated Ten Percent (10%) to the payment of wages and other taxable damages, which will be subject to income and payroll tax withholding and all other authorized and required deductions and Ninety Percent (90%) to interest, penalties, and liquidated damages, and other damages which are not subject to income or payroll tax withholding, but which are subject to all other required authorized deductions. All applicable deductions or withholding required by law or expressly authorized by the Settlement Class Member, including payments of any garnishments and liens, will be withheld from the Individual Settlement Payment. It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Settlement Class Members all applicable payroll and employment taxes, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur. It shall also be the responsibility of the Settlement Administrator to timely and properly calculate the Defendant's share of all applicable payroll and employment taxes, including all federal, state, and local income taxes, which are not withheld from the portion of the Individual Settlement Payments allocated to wages, and to notify the Defendant of the total amount of such taxes so they may be transmitted to the Settlement Administrator by the Defendant to be deposited with the appropriate taxing authorities when Individual Settlement Payments are paid.

vi. Mailing. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address no later than thirty (30) calendar days after the Effective Date.

vii. Expiration. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member does not cash his or her settlement check within 180 days, fifteen (15) calendar days after the check-cashing deadline, the Claims Administrator shall distribute the funds to Bay Area Legal Aid as *cy pres* recipient. The Parties agree that this obligation shall satisfy and fully discharge Defendant's obligations under California Code of Civil Procedure Section 384 and the doctrine of *Cy Pres*.

c. Class Representative Enhancement. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the Class Representative Enhancement Payment. Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement of up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) to Plaintiff. The Class Representative

Enhancement is the sole and exclusive consideration for the Released Claims, a General Release, and for Plaintiff's time, effort, and risk in bringing and prosecuting the Action. The Settlement Administrator shall pay the Class Representative Enhancement to Plaintiff from the Maximum Settlement Fund no later than thirty (30) calendar days after the Effective Date. Any portion of the requested Class Representative Enhancement that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for his Class Representative Enhancement. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his respective Class Representative Enhancement and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement. The Class Representative Enhancement shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

d. Class Counsel Award. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the attorneys' fees and costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed one third (33.33%) of the Maximum Settlement Fund, one third (33.33%) of the Maximum Settlement Fund being Four Hundred Ninety-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$491,666.67). Additionally, Defendant agrees not to oppose or object to any application or motion by Class Counsel for costs not to exceed Twenty Thousand Dollars (\$20,000.00) from the Maximum Settlement Fund for all past and future litigation costs and expenses necessary to prosecute, settle and administer the Action as supported by a declaration from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from the Released Parties except as set forth in this Agreement. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Class Counsel Award to Class Counsel from the Maximum Settlement Fund no later than thirty (30) calendar days after the Effective Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement

Administrator shall issue an IRS Form 1099–MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

e. Settlement Administration Costs. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of payment to the Settlement Administrator of the costs of administration of the Settlement from the Maximum Settlement Fund. Defendant agrees not to oppose or object to any application or motion by Plaintiff for payment of up Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator. Any portion of the requested payment to the Settlement Administrator that is not awarded to the Settlement Administrator shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Settlement Administration Costs no later than thirty (30) calendar days after the Effective Date.

17. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and the amounts payable for the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

a. Final Approval Order and Judgment. Plaintiff shall present an Order Granting Final Approval of Class Action Settlement and Entering of Judgment to the Court for its approval, in the form substantially similar to Exhibit C. The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall be lodged with the Court no later than seven (7) days before the Final Approval Hearing. Plaintiff shall be responsible for drafting and filing the motion for Final Approval and for entry of Judgment. Plaintiff will provide Defendant with a copy of the motion(s) within reasonable time before the filing of the motion(s). The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall, among other things:

- i. Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Stipulation of Settlement;
- ii. Certify the Class for Settlement purposes only;
- iii. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, adequate, and in the best interests of each of the Parties and the Class Members, and directing consummation of its terms and provisions;

iv. Approve Class Counsel's application for an award of attorneys' fees and costs, and the Class Representative Enhancement;

v. Approve the payment of reasonable Settlement Administration Costs;

vi. Enter Judgment pursuant to California Rules of Court, rule 3.769(h);

vii. Permanently bar Plaintiff and all Class Members who have not been timely and validly excluded from the Settlement from filing or prosecuting any of the Class Released Claims against the Released Parties; and

viii. Permanently bar the LWDA and any other individual or entity from filing or prosecuting any of the PAGA Released Claims against the Released Parties.

b. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement, not committed to resolution in the discretion of the Settlement Administrator as provided in this Agreement, shall be presented by motion to the Court. Notice of the Final Judgment shall be given by Plaintiff to Defendant and the Class Members as set forth in the Order Granting Final Approval of Class Action Settlement and Entering of Judgment, which notice shall satisfy the requirements of California Rules of Court, rule 3.771.

18. Defendant's Option to Terminate Settlement. If, after the Response Deadline, the total number of Class Members who submitted timely and valid Requests for Exclusion from the Settlement is Fifteen (15) Class Members or more, Defendant shall have, in its sole discretion, the unconditional right and option to terminate this Settlement. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within seven (7) calendar days after receiving a report from the Settlement Administrator informing Defendant that the total number of timely and valid Requests for Exclusion is more than three percent (3%) of the total Class Members and (b) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

19. Plaintiff's Option to Terminate Settlement. The total number of Class Members is estimated to be 475. If the number of Class Members exceeds 475 by Twenty-Four (24) or more, Plaintiff shall have, in its sole discretion, the option to terminate this Settlement. For example, if the total number of Class Members provided to the Settlement Administrator is 499 or more, Plaintiff may, in his discretion, choose to terminate this

Settlement. If Plaintiff exercises the option to terminate this Settlement, Plaintiff shall: (a) provide written notice to Defendant's Counsel within seven (7) calendar days after receiving a report from the Settlement Administrator informing Plaintiff that the total number of Class Members exceeds 475 by Twenty-Four (24) or more and (b) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

20. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant-sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy, or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

21. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class:

HAMMONDLAW, P.C.
Julian Hammond
Polina Brandler
Ari Cherniak
1201 Pacific Ave., 6th Floor
Tacoma, WA 98402
Telephone: (310) 601-6766
Fax: (310) 295-2385

THE JHAVERI-WEEKS FIRM, P.C.
William Jhaveri-Weeks
Ally Girouard
351 California Street, Suite 700
San Francisco, CA 94104
Telephone: (415) 463-8097
Fax: (415) 367-1439

To Defendant:

LITTLER MENDELSON, P.C.
R. Brian Dixon
Emily A. Mertes
333 Bush Street, 34th Floor
San Francisco, CA 94104
Telephone: (415) 433-1940
Facsimile: (415) 399-8490

22. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

23. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

24. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

25. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's legal counsel are merged herein. No rights hereunder may be waived except in writing.

26. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrant that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

27. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

28. California Law Governs. All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

29. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the

Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

30. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

31. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

32. Waiver of Certain Appeals. The Parties agree, with the exception of the attorneys' fees award, provided the attorneys' fees sought do not exceed the amount provided herein, to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment as provided herein. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

33. No Admissions. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein set forth.

DATED: Sep 30, 2022

By: *Chad Harris*
Chad Harris (Sep 30, 2022 08:23 PDT)

CHAD HARRIS

SOUTHERN NEW HAMPSHIRE UNIVERSITY

DATED: _____

By: _____

Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

30. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

31. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

32. Waiver of Certain Appeals. The Parties agree, with the exception of the attorneys' fees award, provided the attorneys' fees sought do not exceed the amount provided herein, to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment as provided herein. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

33. No Admissions. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein set forth.

DATED: _____

By: _____

CHAD HARRIS

DATED: 9/30/2022

SOUTHERN NEW HAMPSHIRE UNIVERSITY

By:  _____
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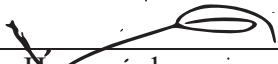
R. Yvette Clark

Title: Senior VP and General Counsel

APPROVED AS TO FORM:

DATED: September 28, 2022


HAMMONDLAW, P.C.

By: 

Julian Hammond
Polina Brandler
Ari Cherniak
Attorneys for Plaintiff CHAD HARRIS, on behalf of
himself and the Settlement Class

DATED: September 23, 2022


THE JHAVERI-WEEKS FIRM, P.C.

By: 

William Jhaveri-Weeks
Ally Girouard
Attorneys for Plaintiff CHAD HARRIS, on behalf of
himself and the Settlement Class

DATED: September 20, 2022

LITTLER MENDELSON, P.C.

By: 

R. Brian Dixon
Emily Mertes
Attorneys for Defendant
SOUTHERN NEW HAMPSHIRE UNIVERSITY

EXHIBIT A

Harris v. Southern New Hampshire University

Case No. RG21109745

Superior Court of California, Alameda County

If you worked for Southern New Hampshire University as a part-time adjunct instructor in California between February 21, 2017 and July 30, 2022, you are entitled to receive money from a class action settlement.

The California Superior Court, Alameda County, authorized this Class Notice.

This is not a solicitation from a lawyer.

PLEASE READ THIS CLASS NOTICE CAREFULLY. THIS PROPOSED SETTLEMENT AFFECTS YOUR LEGAL RIGHTS.

- The Settlement resolves a class-action lawsuit, *Harris v. Southern New Hampshire University* (the “Lawsuit”), which alleges that Southern New Hampshire University (“SNHU” or “Defendant”): (1) failed to pay Class Members for all hours worked, (2) failed to provide Class Members legally-compliant rest and meal breaks and failed to pay premium pay for missed rest and meal breaks, (3) failed to pay overtime compensation, (4) failed to issue to accurate itemized wage statements, (5) failed to pay all wages owed upon discharge from employment, and (6) failed to reimburse Class Members for necessary business expenses.
- The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant denies the claims and contends that it complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no class action settlement payment, and retain your legal rights to pursue claims that would otherwise be released by the Settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, Inc. (“Phoenix”), about why you object to the Settlement, and they will forward your concerns to counsel who will provide them to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for DATE AND TIME in Department 21 of the Alameda County Superior Court.

- The Settlement fund will be used to settle claims of all Class Members. “Class Members” refers to all part-time adjunct instructors who are or have been employed by SNHU in California from February 21, 2017 through July 30, 2022 (“Class Period”). The amount of Class Members’ individual

Settlements will be calculated based on the number of “Compensable Assignments” that the Class Member had during the Class Period, as explained below at Paragraph 10. The Settlement fund will also be used to settle claims brought on behalf of the California Labor & Workforce Development Agency (“LWDA”) under the Private Attorneys General Act (“PAGA”) with respect to all part-time adjunct instructors who are or have been employed by SNHU in California from February 22, 2020 through July 30, 2022 (“PAGA Period”).

- The Court has preliminarily approved this Settlement. A Final Approval hearing addressing the fairness, adequacy, and reasonableness of the Settlement is scheduled to be held on **FINAL APPROVAL HEARING DATE** to determine whether the Settlement should receive the Court’s final approval. That date is subject to possible change by the Court without further Notice (see below for where to find more information).
- Lawyers for the Class Members will be asking the Court to award one-third (\$491,666.67) of the Gross Settlement Amount (\$1,475,000) as attorneys’ fees for investigating the facts, litigating the case, and negotiating the Settlement, as well as reasonable costs not to exceed \$20,000 incurred during the Lawsuit. They also will ask the Court to approve an incentive payment of \$7,500 to the named Plaintiff (*i.e.*, Class Representative) who assisted in litigating this case for the benefit of all Class Members and who will also be providing Defendant with a general release of claims.
- Any questions? Read on or visit www. .com.

BASIC INFORMATION

1. Why did I get this Class Notice package?

Defendant’s records show that you work, or previously worked, for SNHU in California as a part-time adjunct instructor at some point between February 21, 2017 through July 30, 2022. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

The Plaintiff in this Lawsuit, Chad Harris, alleged that during the Class Period, Defendant violated California law by failing to pay Class Members for all hours worked, failing to provide them with legally compliant rest breaks and rest-break premium pay, failing to provide meal breaks or pay missed-meal-break premium pay, failing to pay overtime wages, failing to pay all wages owed upon separation from employment, failing to furnish accurate wage statements, and failing to reimburse necessary business expenses. Plaintiff also alleged that Defendant owed PAGA Penalties for those violations of California law during the PAGA Period. As noted above, Defendant denies these allegations and contends that Plaintiff’s claims have no merit. A copy of the most recent version of the Complaint (and other documents, as discussed below) may be found at www. .com.

3. Why is this a class action?

In a class action, one or more people called class representatives make allegations on behalf of other people who they allege have similar claims. All these people comprise a class and are referred to as class members, except for

those who decide to exclude themselves from the class in response to the class notice. In a class action, one court resolves the issues for all class members in a single case.

4. Why is there a settlement?

The Parties disagree on the probable outcome of the case with respect to liability and damages. Plaintiff believes that the claims asserted against Defendant are valid and could be proven if the case went to trial. Defendant believes that Plaintiff's claims have no merit and that Plaintiff would not prevail if the case went to trial. Defendant further contends that, other than in the context of this Settlement, the case is not suitable for class treatment. The Court has not decided in favor of Plaintiff or Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruptions that are associated with continued litigation, and they have therefore chosen to resolve their differences by entering into this Settlement. The Parties entered this Settlement after arm's length negotiations using the services of an experienced and neutral mediator. Plaintiff and Class Counsel believe that this Settlement is fair and reasonable and is in the best interests of all Class Members.

5. What is a class action settlement?

In a class action, the Court must decide whether to grant final approval of the terms of the Settlement described below as fair and reasonable to the Class. Once approved, the Settlement will affect all Class Members who do not opt out. This Class Notice explains your legal rights, the terms of the Settlement, what you must do to participate or opt out, and the amount of money you may get. Please read this entire Class Notice carefully.

6. How do I know if I am a Class Member?

If you fit the following description, then you are a Class Member: All part-time adjunct instructors who are or have been employed by SNHU in California at any time between February 21, 2017 and July 30, 2022.

7. Are there exceptions to being included?

You are not a Class Member if you were not employed by SNHU as a part-time adjunct instructor in California at any time between February 21, 2017 and July 30, 2022. You can also choose to be excluded from this Settlement by opting out of this Settlement in the manner described below.

8. I'm still not sure if I am a Class Member. What should I do?

You may contact the Settlement Administrator for further information, or you may also contact Class Counsel at the contact information provided in Section 22 of this Notice. Or you can do nothing, and if you are entitled to a payment you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you should contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

9. What does the Settlement provide?

The Parties have agreed to settle the Lawsuit for a "Gross Settlement Amount" of One Million Four Hundred and Seventy-Five Thousand Dollars (\$1,475,000.00). The Settlement is "non-reversionary," which means that the entire Gross Settlement Amount will be paid out, subject to various Court-approved deductions listed below in this Section, and none of the funds will revert to Defendant. In addition to the Gross Settlement Amount, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

The Gross Settlement Amount shall be deemed in satisfaction of claims for: (1) unpaid wages, rest-break premiums, meal-break premiums, unpaid overtime pay, unreimbursed business expenses, penalties, interest, and/or other amounts to be paid to Class Members; (2) attorneys' fees not to exceed one-third of the Gross Settlement Amount and costs of Class Counsel not to exceed \$20,000; (3) a service payment not to exceed \$7,500 to the named Plaintiff; (4) all costs of third-party settlement administration expected to not exceed \$15,000; and (5) payment to the LWDA of \$22,500 as its share of \$30,000 allocated to penalties under PAGA (California Labor Code §§ 2698 *et seq.*).

10. How will Settlement payments to Class Members be calculated?

The funds payable to Class Members will be calculated based on the following:

From the Gross Settlement Amount, payments will be made to Class Counsel, the Class Representatives, the LWDA for its share of PAGA Penalties, and the Settlement Administrator. What remains after these payments is called the "Net Settlement Amount." Its amount will depend on the final Court-approved amounts of the deductions just listed. The Net Settlement Amount shall be paid to Class Members in individual settlement payments, which consist of two categories: (1) A Waiting Time Penalty Payment; and (2) A Per-Assignment Payment. First, a Waiting Time Penalty Payment of \$50.00 will be paid to any Class Member who terminated his or her employment with SNHU, for any reason, during the Class Period. Second, the Remaining Net Settlement Amount will be paid to Class Members based on the total number of Compensable Assignments that a Class Member worked during the Class Period, and Assignments of more than nine weeks' duration will be weighted at 1.2 times Assignments of nine or fewer weeks duration. Compensable Assignments include, among other things, Team Lead assignments.

In addition, the employees' share of PAGA Penalties included in the Net Settlement Amount will be paid to Class Members who worked during the PAGA Period, with individual PAGA payments based on the same formula described above for Per-Assignment Payments (*i.e.*, total number and duration of Compensable Assignments during the PAGA Period).

11. How much will I get from the Settlement?

SNHU's records indicate that your employment [was/was not] terminated during the Class Period, and thus you [are/are not] entitled to a \$50.00 payment for Waiting Time Penalties. SNHU's records indicate that you had << >> Compensable Assignments of nine or fewer weeks' duration as a part-time adjunct instructor during the Class Period, and << >> Compensable Assignments of more than nine weeks' duration as a part-time adjunct instructor during the Class Period. Based on these records, your estimated Settlement Payment as a Class Member would be \$<<EstimatedAward>>. This amount does not include any PAGA Penalties that may be owed to you under the Settlement.

If you believe that your employment status related to the Waiting Time Penalty payment was different than what is stated above, or if you believe that you worked a different number of Compensable Assignments during the Class Period than indicated by the numbers above, you may dispute your Settlement Payment calculation by providing written documentation to the Settlement Administrator supporting your position on or before [RESPONSE DEADLINE]. Your dispute must contain: your full name, address, signature, last four digits of your Social Security number, the case name, and an explanation of the dispute along with any supporting documentation confirming that the payment amounts attributed to you are incorrect. If you do not dispute your calculation and do not opt out of the Settlement, you will receive a Settlement Payment based on the above calculations and will be bound by the Settlement. The Settlement Administrator's determination of disputes will be final and non-appealable. **If you are a Class Member, you do not need to take any action to receive the Settlement Payment as set forth above.**

The \$50 Waiting Time Penalty payment (if any) and 90% of the remainder of each Settlement Payment will be designated as non-wage income, for which an IRS Form 1099 shall be issued as may be required. The remaining

payment shall be designated as alleged unpaid wages, for which an IRS Form W-2 shall be issued. Class Members who opt out of the class settlement will still be paid their share of PAGA Penalties, for which an IRS Form 1099 shall be issued as may be required.

12. When would I get my payment?

As set forth in Section 18, below, the Court will hold a hearing on [DATE OF FINAL APPROVAL] to decide whether to approve the Settlement. If the Court approves the Settlement, after that there may be appeals if anyone has filed a timely objection. It is always uncertain how and when objections and appeals will be resolved. To check on the progress of the Settlement, you may call the Settlement Administrator at XXX-XXX-XXXX, or contact Class Counsel (see Section 22, below, for contact info). *Please be patient.*

13. What claims am I releasing if I participate in the Settlement?

Class Members who participate in the Settlement will release Defendant and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives (collectively, "Released Parties") in their representative and individual capacities whether under Lab. Code §§ 558, 558.1 or otherwise, any and all claims for wages, statutory penalties (but not PAGA Penalties), damages and liquidated damages, interest, restitution, injunctive relief, fees and costs under California law that were alleged in the operative complaint in the Action, and/or claims which reasonably relate to and which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Class Period. This release shall apply to claims arising at any point during the Class Period. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released. In addition, the claims of the LWDA for civil penalties under PAGA pertaining to all Class Members (including those who opt out) shall be released during the PAGA Period based on the claims asserted in Plaintiff's PAGA Letters, operative complaint, and/or claims that reasonably relate to and which reasonably arise out of the same set of operative facts pled therein.

14. Do I have a lawyer in this case?

The Court has appointed two law firms, HammondLaw, P.C. and The Jhaveri-Weeks Firm, P.C. ("Class Counsel"), to represent you and all the other Class Members in this Lawsuit. Class Counsel will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of one-third of the Gross Settlement Amount (\$491,666.67) to them for attorneys' fees, as well as costs in an amount not to exceed \$20,000. The fees approved by the Court will pay Class Counsel for investigating the facts, litigating the case, and negotiating and finalizing the Settlement. Defendant has agreed not to oppose Class Counsel's application for these fees and expenses. The Court may choose to award less than the amount requested by Class Counsel. The requested payments to the Representative Plaintiff and to the Settlement Administrator would also come from the balance of the Gross Settlement Amount, and must be approved by the Court.

16. How can I opt out of this Settlement?

You can opt out of this Settlement and retain your rights instead of receiving a payment under this Settlement. To do so, you must submit a written statement requesting exclusion from the Settlement. The written statement must explicitly and unambiguously state the following or similar statement: “I wish to exclude myself from the settlement reached in the matter of *Harris v. Southern New Hampshire University*. I understand by excluding myself, I will not receive any money from the class settlement reached in this matter.” The written statement must also contain your full name, address, signature, last four digits of your Social Security number, and the case name. Your written statement must be mailed to the Settlement Administrator, Phoenix, and be postmarked no later than **[RESPONSE DEADLINE]**, or it will not be considered and you will still remain a Settlement Class Member and be bound by the Settlement. Phoenix’s address is listed in Section 23, below. You cannot opt out of the settlement of PAGA claims, so even if you opt out of this class action Settlement, you will still receive a payment for your share of PAGA Penalties, if any, and the LWDA’s claim for PAGA Penalties pertaining to you will still be settled and released.

17. How do I tell the Court that I do not agree with the Settlement?

If you do not opt out, you can object to the Settlement if you do not agree with it. You should give reasons why you think the Court should not approve the Settlement and the Court will consider your views. To object, and to have the Court hear your views, you should send a letter saying that you object to the Settlement and give your reasons. Be sure to include your full name, signature, address, dates of employment, last four digits of your Social Security number and/or Employee ID number, case name and case number, and a clear statement of the reasons for your objection to the Settlement, and indicate whether you intend to appear at the Final Approval hearing. Your objection is to be mailed to the Settlement Administrator, Phoenix, and must be postmarked no later than **[RESPONSE DEADLINE]**. Phoenix’s address is listed in Section 23, below.

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to appear at the hearing.

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

The Court has scheduled a Final Approval hearing on **[HEARING DATE]** in Department 21 of the Alameda County Superior Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections and they have been properly submitted, the Judge will consider them. The Judge will listen to people who attend the hearing and who do not opt out. The Court will also decide how much to award Class Counsel for their attorneys’ fees and litigation costs. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take. This hearing may be rescheduled by the Court without further notice to you. If you wish to confirm the date of the hearing, you may contact Phoenix or Class Counsel, or view the Court’s electronic docket for this case as explained below in Section 22.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Judge may have. But you are welcome to attend. If you sent an objection, you do not have to come to court to talk about it. As long as you mailed your written objection according to Paragraph 17, above, the Court will consider it. You may also pay your own lawyer to attend, but that is not required.

20. May I speak at the hearing?

If you wish to speak at the Final Approval hearing, you may appear in person or by telephone at the scheduled hearing either yourself or through an attorney at your own expense, provided you notify the Court of your intent to do so. You cannot speak at the hearing if you have excluded yourself from the Settlement. To learn how to appear by telephone at the hearing, you may contact Class Counsel or the Settlement Administrator (*see* Sections 22 and 23 below), or you may visit the Court's website and online docket for this case to view any instructions by the Court for appearing at the hearing telephonically (*see* Section 22 for how to access the online docket).

21. What happens if I do nothing at all?

You will be a member of the Settlement Class. You will receive a Settlement Payment calculated as explained in Sections 10 and 11, above, and you will be bound by the release set forth in Section 13, above. Once the Settlement is finally approved by the Court, and the necessary deadlines have passed, you will be mailed your Settlement check.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This Class Notice summarizes the proposed Settlement. You may call or contact the Settlement Administrator or Class Counsel if you would like more information about the Lawsuit. The Complaint, Motion for Preliminary Approval, and Settlement Agreement may be also obtained on the Settlement website here: url.com. The pleadings and other records in this Lawsuit may be examined online on the Alameda County Superior Court's website at <https://eportal.alameda.courts.ca.gov/?q=Home>. After arriving at the website, create a free account, login to your account, select "Searches," select "Document Downloads," and enter the case number (RG21109745). Images of every document filed in the case may be purchased at a minimal charge. Class Counsel may be reached at:

THE JHAVERI-WEEKS FIRM, P.C.
William Jhaveri-Weeks (SBN 289984)
wjw@jhaveriweeks.com
Ally N. Girouard (SBN 336625)
ag@jhaveriweeks.com
351 California Street, Suite 700
San Francisco, CA 94104
Tel.: (415) 463-8097
Fax: (415) 367-1439

HAMMONDLAW, P.C.
Julian Hammond (SBN 268489)
jhammond@hammondlawpc.com
Polina Brandler (SBN 269086)
pbrandler@hammondlawpc.com
Ari Cherniak (SBN 290071)
acherniak@hammondlawpc.com
1201 Pacific Ave Suite 600
Tacoma, WA 98402
Tel.: (310) 601-6766
Fax: (310) 295-2385

23. How do I get more information?

You may visit [www.\[website\]](http://www.[website]), call the Settlement Administrator at [\[Phone number\]](tel:[Phone number]), or Class Counsel above, or write to the Settlement Administrator at [\[mailing address\]](mailto:[mailing address]).

PLEASE DO NOT CONTACT THE COURT OR SNHU WITH INQUIRIES.

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CHAD HARRIS, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

SOUTHERN NEW HAMPSHIRE
UNIVERSITY, A New Hampshire Non-Profit
Corporation,

Defendant.

Case No. RG21109745

ASSIGNED FOR ALL PURPOSES TO
JUDGE EVELIO GRILLO, DEPARTMENT
21

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: _____, 2022

Time: _____

Dept.: 21

Complaint Filed: August 18, 2021

1 Plaintiff Chad Harris’s Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court for hearing on _____, at _____m. On
3 _____, the Court issued a tentative ruling, which the Parties did not contest. The
4 Court having considered the papers submitted in support of the motion, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The Court grants preliminary approval of the settlement based on the terms set forth
7 in the executed Stipulation of Class Action Settlement and Release of Claims (“Stipulation of
8 Settlement,” “Settlement” or “Settlement Agreement”), attached as Exhibit to the Declaration of
9 William Jhaveri-Weeks, in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
10 Settlement. The Court finds that the terms of the Settlement are fair, adequate, and reasonable to the
11 Class.

12 2. This Order incorporates by reference the definitions in the Settlement, and all
13 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
14 Settlement Agreement.

15 3. The Court finds that the Settlement falls within the range of reasonableness and
16 appears to be presumptively valid, subject only to any objections that may be raised at the Final
17 Approval Hearing and Final Approval by this Court.

18 4. The Court preliminarily finds that extensive investigation and research have been
19 conducted, such that counsel for the Parties are able to reasonably evaluate their respective positions.
20 The Court preliminarily finds that the Settlement will avoid substantial additional costs to all Parties,
21 as well as avoid the delay and risks that would be presented by the further prosecution of the Action.
22 The Court preliminarily finds that the Settlement has been reached as the result of intensive, serious,
23 and non-collusive arms-length negotiations, and has been entered into in good faith. The assistance
24 of an experienced mediator in the settlement process further confirms that the Settlement is non-
25 collusive. Finally, the Court has reviewed the monetary recovery that is being granted as part of the
26 Settlement and preliminarily finds that the monetary settlement awards made available to the
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1 members of the Settlement Class are fair, adequate, and reasonable when balanced against the
2 potential risks of further litigation relating to certification, liability, and damages issues.

3 5. The following Class is preliminarily certified for settlement purposes only:

4 All persons who are or have been employed by Defendant in California as
5 part-time adjunct instructors during the period from February 21, 2017
6 through and including July 30, 2022.

6 6. The Court preliminarily finds that, for settlement purposes only, the Class meets the
7 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
8 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
9 (b) common questions of law and fact predominate, and there is a well-defined community of interest
10 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
11 claims are typical of the claims of the members of the Class; (d) the Class Representative will fairly
12 and adequately protect the interests of the members of the Class; (e) a class action is superior to other
13 available methods for the efficient adjudication of the controversy; and (f) Class counsel is qualified
14 to act as counsel for the Plaintiff in his individual capacity and as the representative of the Class.

15 7. The Court provisionally appoints Julian Hammond, Ari Cherniak, and Polina
16 Brandler of HAMMONDLAW, P.C. and William Jhaveri-Weeks and Ally Girouard of THE
17 JHAVERI-WEEKS FIRM, P.C. as counsel for the Class ("Class Counsel") for settlement purposes
18 only.

19 8. The Court provisionally appoints Plaintiff Chad Harris as the representative of the
20 Class ("Class Representative") for settlement purposes only.

21 9. The Court provisionally appoints Phoenix Settlement Administrators as the
22 Settlement Administrator.

23 10. The Court approves, both as to form and content, the Notice of Class Action
24 Settlement (in substantially the form attached as Exhibit ____) ("Notice"). The Court finds that the
25 Notice fully and accurately informs the Class Members of all material elements of the Settlement, of
26 the Class Members' right to be excluded from the Settlement by submitting a Request for Exclusion,
27 and of each Class Member's right and opportunity to object to the Settlement. The Court further finds
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1 that the dates and process selected for the mailing and distribution of the Notice meet the requirements
2 of due process, provide the best notice practicable under the circumstances, and constitute
3 constitutionally due and sufficient notice to all persons entitled thereto. The Court further orders the
4 mailing of the Notice to the Class Members by First-Class U.S. Mail, pursuant to the terms set forth
5 in the Settlement and this Order.

6 11. The Court hereby preliminarily approves the proposed procedure for requesting
7 exclusion from, or opting out of, the Settlement. Any Class Member may choose to be excluded
8 from the Settlement as provided in the Notice and set forth in the Settlement. Any such person who
9 is a PAGA Covered Employee and who chooses to opt out of, and be excluded from, the Settlement
10 will not be entitled to any recovery under the Settlement, except for a pro-rata portion of the PAGA
11 Payment, and will not be bound by the Settlement, except for the release of civil penalties under the
12 PAGA, or have any right to object to, appeal from, or comment thereon. Class Members who have
13 not submitted a timely Request for Exclusion shall be bound by the Settlement Agreement and the
14 contemplated judgment to be entered based thereon.

15 12. Within fifteen (15) calendar days after the Court issues the Preliminary Approval
16 Order, Defendant shall provide to the Settlement Administrator the Class Data, as specified in the
17 Settlement.

18 13. Within fifteen (15) calendar days of receiving the Class Data from Defendant, the
19 Settlement Administrator shall mail the Notice in the manner specified in the Settlement.

20 14. The Court orders that any Requests for Exclusion from the Settlement must be
21 postmarked no later than sixty (60) calendar days after the Notice is initially mailed to the Class
22 Members and must be received by the Settlement Administrator to be valid.

23 15. No later than fourteen (14) calendar days after the Response Deadline, the Settlement
24 Administrator shall provide counsel for the Parties with a final list of the Class Members who have
25 timely submitted Requests for Exclusion.

26 16. If the total number of Class Members who submit timely and valid Requests for
27 Exclusion from the Settlement is fifteen (15) Class Members or more, Defendant shall have the
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1 option to cancel the Settlement in its sole discretion. To exercise this option, Defendant must send
2 written notification to Class Counsel within seven (7) calendar days of receiving a report from the
3 Settlement Administrator informing Defendant that the total number of timely and valid Requests
4 for Exclusion is more than three percent (3%) of the total Class Members and shall pay all Settlement
5 Administration Costs incurred up to the date or as a result of the termination of the Settlement, and
6 the Parties shall proceed in all respects as if the Settlement had not been executed.

7 17. Any Class Member who does not timely and validly request exclusion from the
8 Settlement may object to the Settlement. Any objection must be in writing, include the Class
9 Member’s full name (and former names, if any) and signature, dates of employment, the last four
10 digits of their Social Security Number and/or Employee ID number, the reasons for the objection,
11 and whether the Class Member intends to appear at the Final Approval Hearing. To be timely, the
12 objection must be postmarked no later than sixty (60) calendar days after the Notice is initially mailed
13 to the Class. Any Class Member may also appear at the Final Approval Hearing to have her or his
14 objection heard by the Court.

15 18. A Final Approval Hearing shall be held before this Court on
16 _____ at _____ in Department
17 _____ of the Superior Court of the State of California, County of Alameda, located at
18 _____, to consider the fairness, adequacy and reasonableness of the proposed Settlement
19 preliminarily approved by this Order. Plaintiff’s Motion for Approval of Attorneys’ Fees, Costs, and
20 Class Representative Enhancement shall be heard on the same date and at the same time.

21 19. Any party to this case, including any Class Member, may be heard in person or by
22 counsel, to the extent allowed by the Court, in support of, or in opposition to, the Court’s
23 determination of the good faith, fairness, reasonableness, and adequacy of the proposed Settlement,
24 the requested Class Counsel Award of attorneys’ fees and costs, the requested Class Representative
25 Enhancement to the Class Representative, and any order of Final Approval and Judgment regarding
26 such Settlement, fees, costs, and payment.

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1 20. The Settlement is not a concession or admission and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
4 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
5 thereof, shall in any event be construed as, offered or admitted into evidence as, received as, or
6 deemed to be in evidence for any purpose adverse to Defendant, including, but not limited to,
7 evidence of a presumption, concession, indication, or admission by Defendant of any liability, fault,
8 wrongdoing, omission, concession, or damage.

9 21. In the event the Settlement does not become effective in accordance with the terms of
10 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or
11 fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated,
12 and the Parties shall revert back to their respective positions as of before entering into the Settlement
13 Agreement.

14 22. The Court reserves the right to adjourn or continue the date of the Final Approval
15 Hearing and all dates provided for in the Settlement without further notice to the Class Members and
16 retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

17 **IT IS SO ORDERED.**

18
19 Dated: _____

The Honorable Evelio Grillo
Judge of the Superior Court

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21 4875-7593-1433.1 / 113735-1001

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CHAD HARRIS, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

SOUTHERN NEW HAMPSHIRE
UNIVERSITY, A New Hampshire Non-Profit
Corporation,

Defendant.

Case No. RG21109745

ASSIGNED FOR ALL PURPOSES TO
JUDGE EVELIO GRILLO, DEPARTMENT
21

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Date: _____, 2022

Time: _____

Dept.: 21

Complaint Filed: August 18, 2021

Case No. RG21109745

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Final Approval of the Class Settlement came before this Court, the Honorable
3 Evelio Grillo presiding.

4 The above captioned Action is a class action and PAGA representative lawsuit brought by
5 Plaintiff Chad Harris (“Plaintiff”) against Southern New Hampshire University (“Defendant”).

6 **WHEREAS**, on _____, this Court granted preliminary approval of the
7 Stipulation of Class Action Settlement and Release of Claims (“Stipulation of Settlement,”
8 “Settlement,” or “Settlement Agreement”), attached as Exhibit to the concurrently filed
9 Declaration of William Jhaveri-Weeks in Support of Final Approval.

10 **WHEREAS**, Plaintiff has applied to the Court for an order granting final approval of the
11 Settlement.

12 **WHEREAS**, the Stipulation of Class Action Settlement and Release of Claims sets forth the
13 terms and conditions for the proposed Settlement and for entry of an order of final approval and entry
14 of final judgment thereon. The Court, having read and considered Plaintiff’s Motion for Final
15 Approval of Class Action Settlement, Plaintiff’s Motion for Approval of Attorneys’ Fees and Costs
16 and for Approval of Class Representative Enhancement, and the supporting documents and exhibits
17 annexed thereto including the Declarations of William Jhaveri-Weeks, Julian Hammond, Plaintiff
18 Chad Harris, and the Settlement Administrator, now finds:

19 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED**

20 1. The Court has personal jurisdiction over all members of the Settlement Class and that
21 the Court has subject matter jurisdiction to approve the Settlement.

22 2. This Order incorporates by reference the definitions in the Settlement, and all
23 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
24 Settlement Agreement.

25 3. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and in
26 compliance with California Code of Civil Procedure, the California and United States Constitutions
27 (including the due process clauses), the California Rules of Court and any other applicable law, and
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1 in the best interest of each of the Parties and the Class Members and is hereby finally approved in all
2 respects.

3 4. The Parties are hereby directed to perform the terms of the Settlement as described in
4 the Settlement Agreement according to its terms and provisions.

5 5. The Settlement is binding on Plaintiff and all other members of the Settlement Class,
6 except those who timely and properly filed Requests for Exclusion, the PAGA Covered Employees,
7 and any of their heirs, executors and administrators, successors and assigns.

8 6. There is/are ____ valid Requests for Exclusion.

9 7. In response to the Notice, ____ Class Member(s) submitted an objection the Settlement
10 [if any objections are submitted, this Proposed Order will be updated to address them].

11 8. It is ordered that the Settlement Class is certified for settlement purposes only. The
12 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
13 questions of law and fact involved because in the context of the Settlement: (i) there are questions of
14 law and fact common to the Class Members which, as to the Settlement and all related matters,
15 predominate over any individual questions; (ii) the claims of Plaintiff are typical of the claims of the
16 Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and
17 Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Class
18 Members.

19 9. The Court finds that the Notice and notice methodology implemented pursuant to this
20 Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
21 calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of
22 the Action, their right to object to or exclude themselves from the proposed Settlement and their right
23 to appear at the Final Approval Hearing; (iii) were reasonable and constituted due, adequate and
24 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of
25 the California Code of Civil Procedure, the California and United States Constitution (including the
26 Due Process Clause), the California Rules of Court and any other applicable law.

27 10. The Settlement Class is hereby made final. The Settlement Class is defined as:
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1 All persons who are or have been employed by Defendant in
2 California as part-time adjunct instructors during the period from
February 21, 2017 through and including July 30, 2022.

3 11. The Settlement Agreement is not an admission by Defendant, nor is this Final Order a
4 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
5 the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
6 shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
7 part of Defendant.

8 12. The Court orders that pursuant to the Settlement Agreement, and upon the Effective
9 Date of the Settlement, Plaintiff and all Class Members who have not been timely and properly
10 excluded from the Settlement Class, and any person acting on their behalf, are deemed to have waived,
11 released, and discharged, and are permanently barred from prosecuting the Released Claims against
12 Defendant and all of the Released Parties as fully set forth in the Settlement Agreement.

13 13. The Court orders that pursuant to the Settlement Agreement, and upon the Effective
14 Date of the Settlement, Plaintiff, as a proxy for the Labor and Workforce Development Agency, State
15 of California, and any person or entity acting on his behalf, is deemed to have waived, released, and
16 discharged, and is permanently barred from prosecuting the PAGA Released Claims against Defendant
17 and all of the Released Parties as fully set forth in the Settlement Agreement.

18 14. The Settlement Agreement provides that the Maximum Settlement Fund is One Million
19 Four Hundred Seventy-Five Thousand Dollars and No Cents (\$1,475,000.00). The Net Settlement
20 Amount shall be determined according to the terms of the Settlement.

21 15. The Court orders the calculations and the payments to be made and administered in
22 accordance with the terms of the Settlement.

23 16. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
24 Settlement Class for purposes of entering into and implementing the Settlement. The Court hereby
25 confirms Julian Hammond, Ari Cherniak, and Polina Brandler of HAMMONDLAW, P.C. and
26 William Jhaveri-Weeks and Ally Girouard of THE JHAVERI-WEEKS FIRM, P.C. as Class Counsel
27 in the Action, and Plaintiff Chad Harris is hereby appointed and designated as the representative for
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1 the Class. The Court finds that Class Counsel are experienced class action litigators who have
2 expressed the view that Settlement is fair, reasonable, and adequate, which further supports the
3 Settlement.

4 17. The Court hereby finds the unopposed application of Class Counsel for Class Counsel
5 Award provided for under the proposed Settlement to be fair and reasonable in light of all the
6 circumstances and is hereby granted. Of the Maximum Settlement Fund, \$491,666.67 shall be paid
7 for attorneys' fees and \$_____.00 shall be paid for litigation expenses and costs in accordance with
8 the terms of the Settlement. The Court finds that Class Counsel's hourly rates are reasonable. 10%
9 of any attorneys' fees awarded shall be kept in the Settlement Administrator's trust fund until the
10 completion of the distribution process and Court approval of a final accounting. If the distribution is
11 completed, the Court will at that time release any hold-back of attorneys' fees.

12 18. The unopposed application of Class Counsel for a Class Representative Enhancement
13 is hereby granted. Of the Maximum Settlement Fund, a Class Representative Enhancement of Seven
14 Thousand Five Hundred Dollars (\$7,500.00) shall be allocated to named Plaintiff Chad Harris in
15 accordance with the terms of the Settlement.

16 19. The Court hereby approves a PAGA Payment in the amount of Thirty Thousand Dollars
17 and No Cents (\$30,000.00), 75% or \$22,500.00 of which shall be remitted to the California Labor and
18 Workforce Development Agency for the resolution of all Class Members' claims under the PAGA,
19 California Labor Code Section 2698, *et seq.* and 25% or Seven Thousand Five Hundred Dollars
20 (\$7,500.00) of which will be distributed to PAGA Covered Employees as part of the Net Settlement
21 Amount.

22 20. The unopposed application of Class Counsel for claims administration fees to Phoenix
23 Settlement Administrators is hereby granted. Of the Maximum Settlement Fund, \$_____.00 shall
24 be paid for Settlement Administration Costs in accordance with the terms of the Settlement.

25 21. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees,
26 or for any other charge, expense, or liability, except as provided for in the Settlement.

27 22. The Court hereby grants and authorizes the Parties, without further approval from the
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1 Court, to agree to and to adopt such amendments, modifications and expansions of this Settlement and
2 all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights
3 of members of the Settlement Class under the Settlement.

4 23. Final Judgment is hereby entered pursuant to the terms of the Settlement.

5 24. Pursuant to California Rules of Court, Rule 3.769(h) and C.C.P. § 664.6, the Court shall
6 retain continuing jurisdiction of this Action, the Parties, the Settlement Class, and PAGA Covered
7 Employees as well as the administration and enforcement of the terms of the Settlement of the Action
8 to enforce the terms of the judgment. Any disputes or controversies arising with respect to the
9 interpretation, consummation, enforcement, or implementation of the Settlement not resolved by the
10 Settlement Administrator shall be presented by motion to the Court; provided however, that nothing
11 in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement
12 pursuant to the terms of the Settlement Agreement.

13 25. The Final Order shall constitute a Final Judgment on the operative Complaint.

14 **IT IS SO ORDERED.**

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16 Dated: _____

The Honorable Evelio Grillo
Judge of the Superior Court

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18 4893-4160-2345.1 / 113735-1001

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