

CLASS ACTION SETTLEMENT AGREEMENT

This Class and Representative Action Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into between, on the one hand, Plaintiffs Charles Castillo and Deidre Bean (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class (as defined below), by and through HammondLaw, P.C. (“Class Counsel”), and, on the other hand, Defendant Holy Names University (“Defendant” or “HNU”) subject to the approval of the Court, as provided below. This Settlement Agreement is intended by Plaintiffs and Defendant to fully, finally, and forever resolve, discharge, and settle the Action (as defined below) and Released Claims (as defined below), upon and subject to the terms and conditions hereof, as follows:

1. Definitions.

As used herein, for the purposes of this Settlement Agreement only, the following terms will be defined as set forth below:

1.1. “Action” refers to the civil action entitled: *Charles Castillo and Deidre Bean v. Holy Name University*, Case No. HG21097245, in the Superior Court of California, Alameda County.

1.2. “Adjunct Aggrieved Employees” means all current and former part-time faculty members employed by Defendant in California at any time during the period from April 15, 2020 through the date of Preliminary Approval of the settlement.

1.3. “Aggrieved Employees” means all current and former non-exempt employees employed by Defendant in California at any time during the period from April 15, 2020 through the date of Preliminary Approval of the settlement.

1.4. “Class” or “Class Member(s)” refers collectively to all Part-time Faculty Class Members, General Class Members, and Expense Reimbursement Class Members, defined as follows:

1.4.1. “General Class Members” refers to all current and former individuals, other than Part-time Faculty Class Members, employed by Defendant in California during the General Class Period who received wage statement(s) that did not include the beginning date of each pay period.

1.4.2. “Part-time Faculty Class Members” refers to all current and former part-time faculty employed by Defendant in California during the Class Period.

1.4.3. “Expense Reimbursement Class Members” refers to all current and former

1 individuals employed by Defendant in California, except for Part-time Faculty Class Members, who
2 were required to work from home during the COVID-19 pandemic and related declared state of
3 emergency and allegedly did not receive proper expense reimbursement during the Expense
4 Reimbursement Class Period.

5 1.5. “Class Counsel” refers to the attorneys of record for the Class Representatives, *i.e.*,
6 HammondLaw, P.C.

7 1.6. “Class Notice” refers to the form of direct-mail notice to Class Members pursuant to
8 California Rules of Court Rule 3.769(f) substantially in the form attached as “**Exhibit A**,” as may be
9 modified by the Court.

10 1.7. “Class Representatives” refers to Plaintiffs Charles Castillo and Deidre Bean.

11 1.8. “Complaint” refers to the First Amended Complaint filed in this Action on or about
12 August 6, 2021 entitled: *Charles Castillo and Deidre Bean v. Holy Name University*, Case No.
13 HG21097245, in the Superior Court of California, Alameda County.

14 1.9. “Court” refers to the Superior Court of California for Alameda County.

15 1.10. “Defendant’s Counsel” shall mean Fisher & Phillips LLP, One Embarcadero Center,
16 Suite 2050, San Francisco, California, 94111, and the attorneys in such firm including Jason A. Geller
17 and Andrew E. Saxon.

18 1.11. “Final Approval Hearing” refers to the hearing at which the Court will make a final
19 determination whether the terms of the Settlement are fair, reasonable, and adequate for the Class and
20 meet all applicable requirements for approval, pursuant to California Rules of Court Rule 3.769.

21 1.12. “Final Approval Order and Judgment” refers to the final order by the Court approving
22 the Settlement following the Final Approval Hearing and entering final judgment pursuant to
23 California Rules of Court Rule 3.769.

24 1.13. “Effective Date” refers to the date the Final Approval Order and Judgment is signed if
25 no objections to the Settlement are filed. If objections are filed and overruled, then the Effective Date
26 is 65 days following date the Final Approval Order and Judgment is signed. If an appeal is taken from
27 the Final Approval Order and Judgment, then the Effective Date will be ten (10) business days after the
28 appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

1 1.14. “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum
2 settlement payment Defendant shall pay as a consequence of this Settlement, which is Eight Hundred
3 Seventy-Five Thousand Dollars (\$875,000.00). The GSA includes Class Counsel’s attorneys’ fees,
4 Class Counsel’s litigation costs, Service Award to the Class Representatives, Settlement
5 Administration Costs, the PAGA Penalties payment to the LWDA and to the Adjunct Aggrieved
6 Employees and Aggrieved Employees, and the Net Settlement Amount from which payments to the
7 Settlement Class will be made. This Settlement is non-reversionary and none of the GSA shall revert
8 to Defendant. The GSA does not include employer-side payroll taxes on the amounts paid to
9 Settlement Class Members as wages, which Defendant shall be responsible for paying separately to the
10 Settlement Administrator. The Settlement Administrator shall advise Defendant as to any amounts
11 Defendant will be required to pay for its respective portion of any payroll taxes, deductions,
12 contributions and other amounts required to be paid to government agencies and/or tax authorities as a
13 result of this Settlement, if any exist.

14 1.15. “Net Settlement Amount” (also referred to herein as “NSA”) is the GSA minus Court-
15 approved attorneys’ fees and litigation costs, Settlement Administration Costs, Service Awards to the
16 Class Representatives, and PAGA Penalties. The NSA is the maximum amount that will be available
17 for distribution to Settlement Class Members.

18 1.16. “PAGA Penalties” refers to the Thirty Thousand Dollars (\$30,000.00) allocated to
19 Plaintiffs’ PAGA claims to be paid as follows: 75% of the PAGA Penalties shall be paid to the
20 LWDA; and 25% shall be paid to the aggrieved employees. Such penalties will be disbursed to all
21 aggrieved employees even if they opt out of the class settlement.

22 1.17. “Parties” are Plaintiffs and Defendant.

23 1.18. “Preliminary Approval” shall mean an order of the Court preliminary approving this
24 Settlement pursuant to California Rules of Court Rule 3.769, granting conditional class certification for
25 purposes of the class administration procedures, certifying Class Counsel, approving the form of the
26 Class Notice, establishing class administration procedures, and scheduling a final approval hearing.

27 1.19. “Released Claims” are those claims defined in Section 16.

28 1.20. “Released Parties” include Defendant, its parents, subsidiaries, affiliates, insurers,

1 related entities and divisions, and its and their respective (i) predecessors, successors, and assigns, and
2 (ii) current and former trustees, agents, executors, administrators, principals, officers, directors,
3 employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any
4 of them.

5 1.21. "Resolution Periods" refers to the following periods:

6 1.21.1. "Class Period" means the period from April 16, 2017, through the date of
7 Preliminary Approval."

8 1.21.2. "General Class Period" means the period from April 16, 2020 through the date
9 of Preliminary Approval.

10 1.21.3. "Expense Reimbursement Class Period" means the period from March 16, 2020
11 through the date of Preliminary Approval.

12 1.21.4. "PAGA Period" means the period from April 16, 2020 through the date of
13 Preliminary Approval.

14 1.22. "Request for Exclusion" refers to a request to be excluded from the Settlement, which
15 must be made in writing in conformity with the requirements set forth in the Class Notice, as well as
16 the Court's order granting Preliminary Approval, and mailed to the Administrator and postmarked on
17 or before the Response Deadline.

18 1.23. "Response Deadline" is forty-five (45) calendar days after the date that the Class Notice
19 is mailed to Class Members, and is the deadline by which Class Members' Requests for Exclusion,
20 disputes regarding Settlement Payments, and/or objections must be postmarked in order to be timely.
21 In the event more than 15% of the Class Members opt out of the Settlement, Defendant shall have the
22 right to void the Settlement. Neither Party nor their counsel shall encourage any Class Member to opt
23 out of the Settlement.

24 1.24. "Service Awards" refers to a monetary award to each Plaintiff, in an amount not to
25 exceed Five Thousand Dollars (\$5,000.00) each, or other amount as approved by the Court, for his or
26 her service as a Class Representative as described in Section 7, below, to be paid for from the Gross
27 Settlement Amount, subject to approval by the Court as described below.

28 1.25. "Settlement Administrator" refers to a third-party settlement administrator to be

1 mutually selected by the Parties, subject to approval by the Court, to perform the notice, claims
2 administration, and distribution functions further described in this Settlement Agreement.

3 1.26. “Settlement Administration Costs” refers to the cost of paying the Settlement
4 Administrator. This cost will be paid out of the GSA, in an amount estimated to be not more than
5 Twenty Thousand Dollars (\$20,000.00).

6 1.27. “Settlement Class” or “Settlement Class Member” refers to Class Members who do not
7 request exclusion from the Settlement.

8 1.28. “Settlement Payment” refers to the amount paid to each Settlement Class Member.

9 **2. Procedural History and Recitals.**

10 2.1. On April 16, 2021, Plaintiff Castillo filed this lawsuit in Alameda County Superior
11 Court. On August 6, 2021, Plaintiff Castillo filed a First Amended Complaint adding Plaintiff Deidre
12 Bean, and alleging causes of action against Defendant for (1) failure to pay separately and hourly for
13 nonproductive time and/or failure to pay wages for all hours worked in violation of California Labor
14 Code §§ 226.2, 1194, 1194.2 and IWC Wage Order No. 4-2001, § 4; (2) failure to pay separately and
15 hourly for rest breaks and/or failure to authorize and permit paid rest breaks, and failure to pay missed
16 rest break premium pay in violation of California Labor Code §§ 226.2, 226.7, 1194 and IWC Wage
17 Order No. 4-2001, §§ 4, 12; (3) failure to issue accurate itemized wage statements in violation of
18 California Labor Code §§ 226(a), 226.2(a); (4) failure to pay compensation due upon discharge or
19 separation from employment in violation of California Labor Code §§ 201-203; (5) failure to
20 reimburse business expenses in violation of California Labor Code § 2802; (6) unfair, unlawful, or
21 fraudulent business practices in violation of California Business & Professions Code §§ 17200 et seq.
22 (“UCL”), and (7) a claim for Private Attorneys General Act, Labor Code § 2698 et seq. penalties.

23 2.2. On January 27, 2022, the Parties participated in a mediation session with Louis Marlin,
24 an experienced wage and hour class action mediator. Following the mediation, the Parties reached the
25 basic terms of a settlement which are memorialized in this formal Settlement Agreement, subject to
26 approval by the Court. The Parties jointly represent that this is a fair, reasonable, and adequate
27 settlement and have arrived at this settlement through arms-length negotiations, considering all
28 relevant factors, present and potential.

1 2.3. This Agreement is entered into solely for the purpose of compromising highly disputed
2 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of
3 liability or wrongdoing. Additionally, Defendant reserves the right to contest any issues relating to
4 class certification and liability if the Settlement is not approved. Defendant denies that it has engaged
5 in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone
6 under the claims asserted in the Action, or that but for the Settlement, any Class should be certified in
7 the Action. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully
8 and finally settle the Released Claims.

9 NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of
10 the release of all Released Claims, Plaintiffs, on behalf of themselves and the Class, Class Counsel,
11 and Defendant agree to the terms and provisions of this Settlement Agreement, subject to the approval
12 of the Court.

13 **3. Limitation on Effect of Settlement.**

14 The Parties agree that certification of a class is appropriate for settlement purposes only. In the
15 event that the Settlement is not finally approved, or the Settlement is otherwise terminated, any order
16 certifying a class for settlement purposes only shall be vacated and shall be of no force or effect
17 whatsoever and shall not be admissible nor construed as an admission or concession of any kind by the
18 Parties, in whole or part, and Defendant expressly reserves all rights to challenge certification of a
19 class on all available grounds.

20 **4. Establishment of the GSA.**

21 The GSA shall be deemed established after both of the following payments are made: (1) By
22 the later of September 30, 2022 or 30 days after the Effective Date, Defendant shall transmit fifty
23 percent (50%) of the GSA to the Settlement Administrator in the amount of \$437,500; and (2) By
24 February 28, 2023, Defendant shall transmit the remaining fifty percent (50%) of the GSA to the
25 Settlement Administrator in the amount of \$437,500, in addition to an amount equal to employer side
26 payroll taxes due on the wage component of the NSA. This Settlement is non-reversionary and under
27 no circumstances will any part of the GSA revert to Defendant.

28 **5. Calculation of the NSA and Distribution of Settlement Proceeds.**

1 5.1. The NSA shall be allocated among the Settlement Class Members in accordance with
2 the formula set forth below. Payments will be made from the NSA only to Settlement Class Members,
3 as set forth herein.

4 5.1.1 \$398,517.50 of the NSA (which is approximately 81.5% of the NSA) shall be
5 allocated to the Part-time Faculty Class Members and shall be paid to Part-time Faculty Class
6 Members on a pro rata basis based on the number of pay periods he or she worked as a Part-time
7 Faculty Class Member during the Class Period. In addition, Part-time Faculty Class Members who
8 worked at least one pay period during the PAGA Period shall be entitled to his or her per capita share
9 of the amount allocated to PAGA Penalties, as described below (paragraph 8). A Part-time Faculty
10 Class Member will receive his or her portion of the PAGA Penalties, whether or not the Part-time
11 Class Member opts out.

12 5.1.2 \$75,570 of the NSA (which is approximately 15.5% of the NSA) shall be
13 allocated to the Expense Reimbursement Class Members and shall be paid to Expense Reimbursement
14 Class Members on a pro rata basis based on the number of pay periods he or she worked during the
15 Expense Reimbursement Class Period. In addition, Expense Reimbursement Class Members who
16 worked at least one pay period during the PAGA Period shall be entitled to his or her per capita share
17 of the amount allocated to PAGA Penalties, as described below (paragraph 8). Expense
18 Reimbursement Members will receive their portion of the PAGA Penalties, whether or not the Expense
19 Reimbursement Class Member opts out.

20 5.1.3 \$14,662.50 of the NSA (which is 3% of the NSA) shall be allocated to the
21 General Class Members and shall be paid to General Class Members on a pro rata basis based on the
22 number of pay periods he or she worked during the General Class Period. In addition, General Class
23 Members who worked at least one pay period during the PAGA Period shall be entitled to his or her
24 per capita share of the amount allocated to PAGA Penalties, as described below (paragraph 8).
25 General Members will receive their portion of the PAGA Penalties, whether or not General Class
26 Member opts out.

27 5.2. Settlement Payments shall be allocated between wages, interest, and penalties, as
28 follows:

1 5.2.1. 25% of the Settlement Payments to Part-time Faculty Class Members shall be
2 allocated as wages and reported on an IRS Form W-2; and 75% of each Settlement Payment to Part-
3 time Class Members will be allocated as penalties and interest and reported on an IRS Form 1099. For
4 any Part-time Faculty Class Members who excludes themselves from the Settlement, they will still
5 receive their share of PAGA Penalties, which will be reported on an IRS Form 1099.

6 5.2.2. 100% of the Settlement Payments to Expense Reimbursement Class Members
7 shall be allocated as non-wages and reported to the extent required.

8 5.2.3. 100% of the Settlement Payments to General Class Members shall be allocated
9 as penalties and reported on an IRS Form 1099.

10 5.3. If a Class Member timely and validly submits a Request for Exclusion, as set forth
11 herein, his or her share (except for his or her share of PAGA Penalties) will return to the NSA and will
12 be distributed to the remaining Settlement Class Members.

13 5.4. Payments to Class Members pursuant to this Settlement Agreement will not be
14 construed as compensation for purposes of determining eligibility for or benefit calculations of any
15 health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment
16 compensation, including, without limitation, all plans, subject to Employee Retirement Income
17 Security Act (“ERISA”). The Parties agree these payments do not represent any modification of any
18 employee’s previously-credited hours of service or other eligibility criteria under any employee
19 pension benefit plan, employee welfare benefit plan, or other program or policy.

20 **6. Attorneys’ Fees and Costs.**

21 Class Counsel shall request attorneys’ fees up to 35% of the GSA (*i.e.*, \$306,250) for attorneys’
22 fees; and up to \$20,000.00 for reimbursement of litigation costs. Defendant agrees to not oppose Class
23 Counsel’s request for attorneys’ fees and costs in these amounts. If the GSA increases pursuant to the
24 escalator clause, Class Counsel’s attorneys’ fees shall be the amount of 35% of the increased GSA.
25 The terms of this Settlement Agreement will not be abrogated and will continue in full force even if the
26 Court awards a lower amount of attorneys’ fees or costs than requested by Class Counsel. However,
27 Class Counsel retains the right to appeal any such reductions, but such an appeal will delay
28 Defendant’s obligations to make all payments set forth in this Settlement Agreement. Any unapproved

1 amounts of attorneys' fees and litigation costs will be added to the NSA and will be distributed to the
2 Settlement Class Members.

3 **7. Service Awards.**

4 Class Counsel shall request a Service Award of up to Five Thousand Dollars (\$5,000.00) for
5 each Plaintiff for his or her services as a Class Representative (a total of up to Ten Thousand Dollars
6 (\$10,000.00)). Any unapproved amount will be added to the NSA and distributed to the Settlement
7 Class Members.

8 **8. PAGA Penalties**

9 Subject to Court approval, \$30,000 shall be attributed to Plaintiffs' claims under PAGA. The
10 Settlement Administrator shall apportion and distribute the \$30,000 payment as follows: (a) \$22,500
11 shall be paid to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims; and
12 (b) \$7,500 shall be distributed to the Adjunct Aggrieved Employees and Aggrieved Employees who
13 worked during the PAGA Period as their 25% share of the settlement of civil penalties for PAGA
14 claims according to the following allocation: 90% of the 25% will be distributed to the Adjunct
15 Aggrieved Employees and the Aggrieved Employees who worked during the PAGA Period, per capita,
16 as their share of the settlement of civil penalties for PAGA claims, and 10% of that portion will be
17 distributed to the Aggrieved Employees who worked between April 16, 2020 and May 10, 2020 as
18 their share of the settlement of civil penalties for PAGA claims. PAGA Penalties will be distributed to
19 all such Adjunct Aggrieved Employees and Aggrieved Employees, even if they opt out of the
20 Settlement.

21 **9. Costs of Settlement Administration.**

22 The Parties will mutually agree to the selection of a settlement administrator ("Settlement
23 Administrator"), to undertake the administration of the Settlement in this Action. The administration
24 duties include, without limitation, the following: establishing and maintaining a qualified settlement
25 account for the NSA, obtaining tax identification number(s) for Defendant applicable to the
26 Settlement, calculating the Class Member Payments, performing an initial National Change of Address
27 (NCOA) search upon receipt of the Class Member mailing addresses, mailing the Class Notices,
28 performing one skip trace on Class Notices which are returned as undeliverable, reviewing and

1 processing Requests for Exclusion, disputes, and objections, setting up a toll-free number, mailing the
2 Class Members Payments and tax forms to the Settlement Class Members, and setting up a static
3 website regarding the Settlement. The Settlement Administrator will report payment of the individual
4 Class Member Payments to all required taxing and other authorities, take appropriate withholdings,
5 forward payments for withholdings and issue Internal Revenue Service Forms W-2 and 1099. The
6 Parties estimate that the costs and expenses of administration of the Settlement will not exceed
7 \$20,000. Any amounts allocated but not paid to the Settlement Administrator will be added to the
8 NSA and distributed to the Settlement Class Members pro rata.

9 **10. Notice Administration.**

10 10.1. Within ten business days of the order granting Preliminary Approval of the Settlement
11 (“Preliminary Approval Order”) Defendant shall provide the Settlement Administrator with the
12 following information (“Class Data List”):

13 (a) the names, last known addresses, Social Security numbers, and dates of employment of
14 each Class Member;

15 (b) the number of pay periods for each Part-time Class Member during the Class Period;

16 (c) the number of pay periods for each Expense Reimbursement Class Member during the
17 Expense Reimbursement Class Period;

18 (d) the number of pay periods for each General Class Member during the General Class
19 Period;

20 (e) the number of pay periods for each Class Member during the PAGA Period.

21 10.2. Upon its receipt of the Class Data List, the Settlement Administrator shall access the
22 National Change of Address (“NCOA”) Database, and update the addresses contained therein.

23 10.3. Within twenty-five days of the Preliminary Approval Order, the Settlement
24 Administrator shall provide the Class Notice by bulk first class mail, forwarding requested, to the
25 Class Members at the addresses identified through the process described above.

26 10.4. As to any Class Notices that are returned as undeliverable, or where the NCOA
27 Database indicates that the last known address of any Class Member is invalid or otherwise
28 undeliverable, the Settlement Administrator will perform a skip trace procedure and re-mail all

1 returned, undelivered mail within five calendar days of the date on which the Settlement Administrator
2 is informed that a Class Notice is undeliverable or otherwise invalid.

3 10.5. The Settlement Administrator and all those working through, in concert with, or on
4 behalf of the Settlement Administrator, shall be obligated to take all reasonable steps to maintain the
5 confidentiality of Class Member information and to carry out the other duties enumerated in the
6 Settlement Agreement, including calculating each Class Member’s potential share of the Settlement.

7 10.6. The Settlement Administrator shall provide Defendant’s counsel and Class Counsel
8 with weekly summary reports, including the total number of Class Notices that were returned as
9 undeliverable and the total number of objections, disputes, and/or Requests for Exclusion. The
10 Settlement Administrator shall maintain records of its work, which will be available for inspection
11 upon request by Defendant’s Counsel or Class Counsel.

12 10.7. The Class Notice will be a pre-printed form, in substantially the form attached hereto as
13 Exhibit A, to be approved by the Court. In addition to other information contained on the Class
14 Notice, the Class Notice will include an explanation of the pro rata distribution formula used to
15 determine the share of the Net Settlement Amount that the recipient may be entitled to receive under
16 the Settlement.

17 **11. Requests for Exclusion.**

18 11.1 Any Class Member may elect to opt out of the Settlement by submitting a written
19 Request for Exclusion to the Settlement Administrator, postmarked no later than the Response
20 Deadline. The Request for Exclusion must contain the following: full name, signature, address, and
21 last four digits of his or her Social Security number; case name and number; and a clear statement that
22 he or she seeks to be excluded from the Settlement. The Settlement Administrator shall immediately
23 send all Requests for Exclusion to Defendant’s Counsel and Class Counsel. A Class Member who
24 fails to comply with the opt-out procedure set forth herein on or before the Response Deadline will not
25 be excluded and will instead be bound by all provisions of the Settlement Agreement and all orders
26 issued pursuant thereto.

27 11.2 Any Class Member who elects to opt out of the Class in the manner and within the time
28 limits specified above (1) will not have any rights under the Settlement Agreement; (2) will not be

1 entitled to receive any compensation under the Settlement Agreement (other than PAGA Penalties); (3)
2 will not have standing to submit any objection to the Settlement Agreement; and (4) will not be bound
3 by the Settlement Agreement (other than the release of PAGA Penalties, as stated in Section 16.1-
4 16.3).

5 11.3 Except for persons who elect to opt out of the Settlement in the manner and within the
6 time limits specified above, in the Preliminary Approval Order, and in the Class Notice, all Class
7 Members will be deemed to be within the Class for all purposes under this Settlement Agreement, will
8 be bound by the terms and conditions of this Settlement Agreement (including the release provisions in
9 Section 16 and its subparts), including all orders issued pursuant thereto, and will be deemed to have
10 waived all unstated objections and opposition to the fairness, reasonableness, and adequacy of this
11 Settlement Agreement and any of its terms.

12 **12. Objections.**

13 Any Class Member who does not request exclusion from the Settlement may object to the
14 Settlement by sending the Settlement Administrator, no later than the Response Deadline, a written
15 statement objecting to the Settlement. The written objection must contain: full name, address, last four
16 digits of his or her Social Security number, the case name and number, and a clear statement of the
17 basis for his or her objection. The Settlement Administrator shall immediately send all objections to
18 Defendant's Counsel and Class Counsel.

19 Counsel for the Parties shall file any responses to any objections at the time the Motion for
20 Final Approval is filed. Class Members may, prior to the Final Approval Hearing, withdraw their
21 objections or opt out requests in a writing to the Settlement Administrator, which may then be filed
22 with the Court.

23 **13. Resolution of Disputes.**

24 If any Class Member timely disputes the calculation of the Settlement allocation listed on his or
25 her Class Notice, the dispute will be submitted to the Settlement Administrator, who will examine the
26 records and either verify the calculation or provide a corrected calculation. Disputes must be in
27 writing and submitted to the Settlement Administrator, postmarked on or before the Response
28 Deadline. The dispute must contain: Class Member's full name, address, signature, and last four digits

1 of his or her Social Security number; case name and number; and any facts supporting the Class
2 Member's dispute, along with any supporting materials confirming that the calculation on the Notice is
3 incorrect. The Settlement Administrator's determination of disputes will be final and non-appealable.

4 **14. Payment Procedure.**

5 14.1 Payments to Settlement Class Members, Class Counsel, Class Representatives, Taxing
6 Authorities, and the LWDA: Within 10 days of receipt of the entire GSA, the Settlement Administrator
7 will distribute, subject to approval by the Court: (a) Settlement Payments to Class Members (and
8 PAGA payments to any Class Members who exclude themselves from the Settlement); (b) attorneys'
9 fees and costs to Class Counsel; (c) Settlement Administration Costs to the Settlement Administrator;
10 (d) Service Awards to the Class Representatives; (e) applicable tax withholdings and employer's
11 portion of payroll tax to the appropriate taxing authorities; and (f) the LWDA's share of the PAGA
12 Penalties.

13 14.2 Uncashed Checks: Settlement checks that are not cashed within ninety days from the
14 date of issuance by the Settlement Administrator will be voided and the funds will be tendered to Bay
15 Area Legal Aid as the *cy pres* in accordance with California Code of Civil Procedure § 384. The
16 Settlement and the release of Released Claims will remain binding upon all Class Members whether or
17 not they cashed their Settlement checks.

18 **15. Taxes.**

19 15.1 Employer's Portion of Payroll Taxes: Defendant shall pay the employer's portion of
20 payroll taxes with respect to the wage portion of Class Member Payments separately and in addition to
21 the GSA.

22 15.2 Tax Treatment of Service Awards: Each Plaintiff will receive an IRS Form 1099 for his
23 or her individual Service Award and will be responsible for payment of any taxes owing on said
24 amount.

25 15.3 Tax Treatment of Attorneys' Fees and Costs Award: Class Counsel will receive an IRS
26 Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs and will be
27 responsible for payment of any taxes owing on said amount.
28

1 15.4 No Tax Advice: The Parties acknowledge and agree that (1) no provision of this
2 Agreement, and no written communication or disclosure between or among the Parties or their
3 respective counsel and/or other advisors is or was intended to be, nor shall any such communication or
4 disclosure constitute or be construed or be relied upon as tax advice within the meaning of United
5 States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively
6 upon his, her or its own, independent legal and tax advisors for advice (including tax advice) in
7 connection with this Agreement, (b) has not entered into this Agreement based upon the
8 recommendation of any other Party or any Counsel or advisor to any other Party, and (c) is not entitled
9 to rely upon any communication or disclosure by any other Counsel or advisor to any other Party to
10 avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other
11 Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's
12 tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of
13 the tax treatment or tax structure of any transaction, including any transaction contemplated by this
14 Agreement. Neither Class Counsel nor Defendant's Counsel will provide tax or financial advice, and
15 Class Members are advised to seek independent professional advice as to the tax or financial
16 consequences of any payment they receive, or may receive, as Class Members.

16 **16. Release.**

17 16.1 The claims described in paragraphs 16.2-16.4 are referred to collectively as "Released
18 Claims." The release shall become effective on the Effective Date. As to any Settlement Class
19 Members who validly opt out of the Settlement, they shall be bound only by the release of PAGA
20 Claims described in Paragraphs 16.2-16.4, as applicable.

21 16.2 Part-time Faculty Class Members Released Claims: Upon the Court's final approval of
22 the Settlement and entry of final judgment, each Part-time Faculty Class Member shall be deemed to
23 have released the Released Parties from any all claims that were or could have been alleged on their
24 behalves based on the facts pled in the operative First Amended Complaint, and arising during the
25 Class Period, arising under Labor Code, including without limitation to, claims for restitution and other
26 equitable relief, claims for unpaid wages, minimum wages, regular wages, overtime and double time
27 wages, rest break penalties, waiting time penalties, untimely payment of wages, unfair business
28

1 practices, failure to provide accurate wage statements, failure to reimburse business expenses,
2 declaratory relief, injunctive relief, civil penalties brought under the Private Attorneys General Act of
3 2004 (Labor Code Section 2698 *et seq.*) arising out of the Part-time Faculty Class Members_Released
4 Claims during the PAGA Period. This release shall apply to claims arising at any point during the
5 Class and/or PAGA Period. For the avoidance of doubt, the release shall exclude claims for vested
6 benefits, wrongful termination, unemployment insurance, disability, workers' compensation, and
7 claims outside of the Class Period.

8 16.3 General Class Members Released Claims: Upon the Court's final approval of the
9 Settlement and entry of final judgment, each General Class Member shall be deemed to have released
10 the Released Parties from any and all "General Class Members Released Claims." For the purposes of
11 this Agreement, the General Class Members Released Claims are defined as: any and all claims that
12 were or could have been alleged on their behalves based on the facts pled in the operative First
13 Amended Complaint, and arising during the General Class Period, and arising under Labor Code
14 section 226(a)(6), including, without limitation, claims for statutory damages based on the failure to
15 provide accurate wage statements, declaratory relief, injunctive relief, civil penalties brought under the
16 Private Attorneys General Act of 2004 (Labor Code Section 2698 *et seq.*) arising out of the General
17 Class Members_Released Claims during the PAGA Period.

18 16.4 Expense Reimbursement Class Members: Upon the Court's final approval of the
19 Settlement and entry of final judgment, each Expense Reimbursement Class Member shall be deemed
20 to have released the Released Parties from any and all "Expense Reimbursement Class Member
21 Released Claims." For the purposes of this Agreement, the Expense Reimbursement Class Member
22 Released Claims are defined as: any and all claims that were or could have been alleged on their
23 behalves based on the facts pled in the operative First Amended Complaint, and arising during the
24 Expense Reimbursement Class Period, and arising under Labor Code section 2802, including, without
25 limitation, claims for damages based on the failure to reimburse business expenses, declaratory relief,
26 injunctive relief, restitution and other equitable relief, unfair business practices, civil penalties
27 brought under the Private Attorneys General Act of 2004 (Labor Code Section 2698 *et seq.*) arising out
28 of the General Class Members_Released Claims during the PAGA Period.

1 16.5 Plaintiffs' General Release: Plaintiffs, and each of them, release, acquit, discharge, and
2 covenant not to sue any of the Released Parties for any claim, whether known or unknown, which
3 Plaintiffs have ever had, or hereafter may claim to have, arising on or before the date Plaintiffs sign
4 this Agreement, including without limitation to, any claims relating to or arising out of any aspect of
5 their relationship with Defendant, or the termination of that relationship, any claims for unpaid
6 compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under
7 the California Labor Code, the California Wage Order, the California Business and Professions Code,
8 the federal Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* (including the Equal Pay Act), or
9 any state, county, or city law or ordinance regarding wages or compensation; any claims for employee
10 benefits, including without limitation, any claims under the Employee Retirement Income Security Act
11 of 1974; the Retirement Income Security Act, as amended; any claims of employment discrimination
12 on any basis, including without limitation, any claims under the Civil Rights Act of 1866, 1964, and
13 1991, as amended, 42 U.S.C. section 1981, the Americans with Disabilities Act of 1991, the Family
14 and Medical Leave Act of 1993, the California Fair Employment and Housing Act, Section 503 of the
15 Rehabilitation Act of 1973, the California and United States Constitutions; the California Family
16 Rights Act; the Americans with Disabilities Act; the National Labor Relations Act; the Immigration
17 Reform and Control Act; California's Occupational Safety and Health Act, or the Federal equivalent;
18 the Worker Adjustment and Retraining Notification Act; the Families First Coronavirus Response Act
19 (FFCRA); and the Age Discrimination in Employment Act of 1967, as amended. Plaintiffs
20 acknowledge and agree that the foregoing general release is given in exchange for the consideration
21 provided to Plaintiffs under this Agreement by Defendant. However, this release shall not apply to
22 claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement
23 benefits, or any other claim or right that as a matter of law cannot be waived or released. Plaintiffs
24 expressly waive any rights or benefits available to them under the provisions of Section 1542 of the
California Civil Code, which provides as follows:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
26 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
27 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**

1 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
2 **THE DEBTOR OR RELEASED PARTY.**

3 Plaintiffs understand fully the statutory language of Civil Code section 1542 and, with this
4 understanding, nevertheless elect to, and do, assume all risks for claims that have arisen, whether
5 known or unknown, which Plaintiffs have ever had, or hereafter may claim to have, arising on or
6 before the date of Plaintiffs' signatures to this Agreement, and specifically waive all rights they may
7 have under California Civil Code section 1542.

8 **17. Acknowledgment of Rights and Waiver of Claims Under the Age Discrimination in**
9 **Employment Act.**

10 Plaintiffs acknowledge that Plaintiffs are knowingly and voluntarily waiving and releasing any
11 rights *Plaintiffs* may have under the Age Discrimination in Employment Act ("ADEA"). Plaintiffs also
12 acknowledge that the consideration given for the waiver and release is in addition to anything of value
13 to which Plaintiffs were already entitled.

14 Plaintiff Deidre Bean further acknowledges that she has been advised by this Agreement, as
15 required by the Older Workers' Benefit Protection Act, that: (a) her waiver and release does not apply
16 to any rights or claims that may arise after the Effective Date of this Agreement; (b) she should consult
17 with an attorney prior to executing this Agreement; (c) she has at least twenty-one (21) days to
18 consider this Agreement (although she may by her own choice execute this Agreement earlier); (d) she
19 has seven (7) days following her execution of this Agreement to revoke the Agreement; and (e) this
20 Agreement shall not be effective as to her until the date upon which the revocation period has expired
21 ("Effective Date"). Plaintiff Deidre Bean may revoke this Agreement only by giving Defendant
22 formal, written notice of her revocation of this Agreement, to Andrew Saxon via email at
23 asaxon@fisherphillips.com, or via letter to c/o Andrew E. Saxon, Fisher & Phillips LLP, One
24 Embarcadero Center, Suite 2050, San Francisco, CA 94111, to be received by Mr. Saxon by the close
25 of business on the seventh day following her execution of this Agreement.

26 **18. Application for Preliminary Approval Order.**

1 18.1 After the Parties’ execution of this Settlement Agreement, Plaintiffs shall file a motion
2 for preliminary approval of the Settlement, requesting a Preliminary Approval Order that contains the
3 following provisions:

4 18.1.1 preliminarily approving the Settlement Agreement;

5 18.1.2 preliminarily approving and certifying the Class for settlement purposes only;

6 18.1.3 approving the form of the Class Notice, and finding that the proposed method of
7 disseminating the Class Notice meets the requirements of due process and is the best notice
8 practicable under the circumstances;

9 18.1.4 establishing the procedures and the deadline by which Class Members may
10 assert objections to the Settlement, seek exclusion from the Settlement, and/or dispute their
11 Settlement Payments;

12 18.1.5 establishing a deadline for the Parties to submit papers/briefing in response to
13 any objections and in support of final approval of the Settlement Agreement; and

14 18.1.6 setting a date for the Final Approval Hearing.

15 **19. Final Approval Order and Judgment.**

16 19.1 If the Settlement is preliminarily approved by the Court, the Parties shall thereafter
17 request that the Court enter an order granting final approval of the Settlement and judgment based
18 thereon (“Final Approval Order and Judgment”), which includes the following provisions:

19 19.1.1 confirming certification of the Class for settlement purposes only;

20 19.1.2 finding that the dissemination of the Class Notice in the form and manner ordered by
21 the Court was accomplished as directed and met the requirements of due process;

22 19.1.3 finally approving the Settlement Agreement as fair, reasonable, and adequate and
23 directing consummation of the Settlement in accordance with its terms and provisions;

24 19.1.4 directing the Parties to implement the terms of the Settlement Agreement;

25 19.1.5 releasing and discharging Defendant and Released Parties from any and all liability with
26 respect to the Released Claims;

27 19.1.6 awarding reasonable attorneys’ fees and litigation costs to Class Counsel as determined
28 by the Court;

1 19.1.7 awarding a Service Award to each Class Representative as determined by the Court;

2 19.1.8 awarding Settlement Administration Costs to the Settlement Administrator as
3 determined by the Court;

4 19.1.9 approving the PAGA settlement and allocation of PAGA Penalties to the LWDA;

5 19.1.10 entering final judgment on the operative Complaint; and

6 19.1.11 preserving continuing and exclusive jurisdiction over all matters related to the
7 administration and consummation of the terms of this Settlement and enforcement of the Judgment,
8 and directing the Parties to report to the Court regarding funds to be distributed the *cy pres* recipient,
9 pursuant to California Code of Civil Procedure § 384(b).

10 **20. Escalator Clause.**

11 20.1 The Part-time Faculty Class consists of approximately 377 individuals. If the total
12 number of Part-time Faculty Class Members exceeds 377 by 7% or more (*i.e.*, more than 403), then the
13 amount of the Gross Settlement Amount allocated to the Part-time Faculty Class shall increase by the
14 same percentage by which the number of Part-time Faculty Class Members exceeds 403 (*i.e.*, if the
15 total number of Part-time Faculty Class Members exceeds 377 by 8%, the Gross Settlement Amount
16 allocated to the Part-time Faculty Class will increase by 1%).

17 20.2 The Expense Reimbursement Class consists of approximately 559 individuals. If the
18 total number of Expense Reimbursement Members exceeds 559 by 7% or more (*i.e.*, more than 598),
19 then the amount of the Gross Settlement Amount allocated to the Expense Reimbursement Class shall
20 increase proportionally by the same percentage by which the number of Expense Reimbursement Class
21 Members exceeds 598 (*i.e.*, if the total number of Expense Reimbursement Class Members exceeds
22 559 by 8%, the Gross Settlement Amount allocated to the Expense Reimbursement Class will increase
23 by 1%).

24 20.3 The General Class consists of approximately 785 individuals. If the total number of
25 General Class Members exceeds 785 by 7% or more (*i.e.*, more than 840), then the amount of the
26 Gross Settlement Amount allocated to the General Class shall increase proportionally by the same
27 percentage by which the number of General Class Members exceeds 840 (*i.e.*, if the total number of
28

1 General Class Members exceeds 785 by 8%, the Gross Settlement Amount allocated to the General
2 Class will increase by 1%)).

3 **21. Other Actions Enjoined.**

4 Defendant shall have the right to request, and Plaintiffs and Plaintiff's Counsel will not oppose,
5 that the Court enter an order that pending Final Approval, Class Members who do not opt-out of the
6 Settlement are barred from instituting or prosecuting any claims or actions against the Released Parties
7 which fall within the definition of the Released Claims and that any pending actions against the
8 Released Parties, whether in court or arbitration, are stayed on an interim basis only as to any claims
9 which fall within the definition of the Released Claims.

10 **22. No Admissions.**

11 The Parties understand and agree that this Settlement Agreement is the result of a good faith
12 compromise settlement of disputed claims, and no part of this Settlement Agreement, or the
13 negotiations leading thereto, or any document filed in support thereof, whether or not the Settlement is
14 finally approved and/or consummated, may be offered or should be construed as an admission of any
15 wrongdoing by Defendant or the Releasees.

16 **23. Avoidance of Undue Publicity.**

17 The Parties and their counsel agree that they will not issue any press releases, communicate to
18 the press, media or to the public, through social media or otherwise, the Settlement terms or amount
19 unless and until Plaintiffs have filed their motion for preliminary approval of the Settlement. Nothing
20 herein will restrict Class Counsel from including publicly available information regarding this
21 Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

22 **24. Non-Disparagement.**

23 Released Parties agree that all inquiries about Plaintiffs shall be referred to Human Resources,
24 who will confirm the Plaintiffs' dates of employment and positions held. No other information
25 concerning Plaintiffs' work histories will be provided by Human Resources without authorization from
26 the respective Plaintiff.

27 **25. Construction.**

1 This Settlement Agreement was entered into after substantial good faith, arm's-length
2 negotiations between the Parties. This Settlement Agreement has been entered into without any
3 coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in
4 drafting this Settlement Agreement so that it will not be deemed to have been prepared or drafted by
5 one party or another.

6 **26. Due Authority of Attorneys.**

7 Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties
8 hereto warrants and represents that he or she has been duly authorized and empowered to execute this
9 Settlement Agreement on behalf of each such respective Party and to bind them to the terms hereof.
10 The Parties also warrant that this Agreement is entered into knowingly and willingly and there is no
11 fraud, duress, or undue influence.

12 **27. Entire Agreement.**

13 This Settlement Agreement (including Exhibits hereto) sets forth the entire agreement of the
14 Parties with respect to its subject matter and supersedes any and all other prior agreements and all
15 negotiations leading up to the execution of this Settlement Agreement, whether oral or written,
16 regarding the subjects covered herein. The Parties acknowledge that no representations, inducements,
17 warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been
18 made by any of the Parties that are not embodied or incorporated by reference herein. Except as
19 otherwise set forth in this Agreement, any notice, order, judgment, or other exhibit that requires
20 approval of the Court must be approved without material alteration that substantially changes or
21 increases the cost of compliance with this Settlement Agreement in order for this Settlement
22 Agreement to become effective. Before invoking this provision to challenge the effectiveness of this
23 Settlement Agreement, the invoking party shall consult with, and if necessary mediate in good faith
24 with, the other party in an effort to resolve any such challenge.

25 **28. Modification or Amendment.**

26 This Settlement Agreement may not be modified or amended except in a writing signed by all
27 signatories hereto or their attorneys or their successors in interest.

28 **29. Successors.**

1 This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto
2 and their respective heirs, executors, administrators, successors, subsidiaries, parent companies, and
3 assigns, and upon any corporation, partnership or other entity into or with which any Party hereto may
4 merge, combine, or consolidate.

5 **30. Counterparts.**

6 This Agreement may be executed in one or more counterparts by facsimile or electronic
7 signature which for purposes of this Agreement shall be accepted as an original. All executed
8 counterparts and each of them will be deemed to be one and the same instrument. Any executed
9 counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

10 **31. Waivers.**

11 The waiver by any Party of any breach of this Settlement Agreement will not be deemed or
12 construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this
13 Settlement Agreement.

14 **32. Governing Law.**

15 This Settlement Agreement will be governed by and construed, enforced, and administered in
16 accordance with the internal laws of the State of California. The parties intend for this Agreement to
17 be admissible and binding under California Code of Civil Procedure section 664.6.

18 **33. Headings.**

19 The headings contained in this Settlement Agreement are for convenience and reference
20 purposes only, and will not be given weight in its construction.

21 **34. Notices.**

22 Any notices, requests, demands, or other communications required or permitted to be given
23 pursuant to this Settlement Agreement, other than the contemplated Class Notice to the Class
24 Members, must be in writing and mailed as follows:

25 34.1 To Class Representatives, the Class, and Class Counsel to the attention of: (1) Julian
26 Hammond, HammondLaw, P.C., 1201 Pacific Ave, Suite 600, Tacoma, WA, 98402; Telephone: (310)
27 601-6766.
28

1 34.2 To Defendant, to the attention of: (1) Jason Geller and Andrew Saxon, Fisher & Phillips
2 LLP, One Embarcadero Center, Suite 2050 San Francisco, CA 94111, Telephone: (415) 490-9000.

3
4 IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf
5 of the Parties, as follows:

6 Plaintiffs and Class Representatives

7
8 Dated: May 25, 2022

By: Charles Castillo
Charles Castillo

9
10 Dated: May 25, 2022

By: Deidre Bean
Deidre Bean

11
12 Defendant Holy Names University

13
14 Dated: May ____, 2022

By: _____
Jeanine Hawk
Vice President, Finance and Administration

15
16
17 APPROVED AS TO FORM:

18
19 Counsel for Plaintiffs and Proposed Class Counsel

20
21 Dated: May 25, 2022

By: Julian Hammond
Julian Hammond
HammondLaw, P.C.

22
23 Counsel for Defendant

24
25 Dated: May ____, 2022

By: _____
Jason Geller
Andrew Saxon
Fisher & Phillips LLP

1 34.2 To Defendant, to the attention of: (1) Jason Geller and Andrew Saxon, Fisher & Phillips
2 LLP, One Embarcadero Center, Suite 2050 San Francisco, CA 94111, Telephone: (415) 490-9000.

3
4 IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf
5 of the Parties, as follows:

6 Plaintiffs and Class Representatives

7
8 Dated: May __, 2022

By: _____
Charles Castillo

9
10 Dated: May __, 2022

By: _____
Deidre Bean

11
12 Defendant Holy Names University

13
14 Dated: June 10, 2022

By: 
Michael Groener
President

15
16
17
18 APPROVED AS TO FORM:

19 Counsel for Plaintiffs and Proposed Class Counsel

20
21 Dated: May __, 2022

By: _____
Julian Hammond
HammondLaw, P.C.

22
23
24 Counsel for Defendant

25
26 Dated: June 10, 2022


By: 
Jason Geller
Andrew Saxon
Fisher & Phillips LLP

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT
Castillo and Bean v. Holy Names University
 (Alameda County Superior Court, Case No. HG21097245)

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because Holy Names University (“Defendant” or “HNU”) records show you are a “Part-time Faculty Class Member”, an “Expense Reimbursement Class Member” or a “General Class Member” and therefore entitled to a payment from this class action Settlement. “Part-time Faculty Class Member” refers to all non-exempt part-time faculty employed by Defendant in California from April 16, 2017 through the [Date of Preliminary Approval] (the “Adjunct Class Period”). “Expense Reimbursement Class Member” refers to all individuals, except Part-time Faculty Class Members, who were required to work from home during the COVID-19 pandemic and related declared state of emergency and allegedly did not receive proper expense reimbursement between March 16, 2020 and the [Date of Preliminary Approval] (“Expense Reimbursement Class Period”). “General Class” refers to all individuals, except Part-time Faculty Class Members, employed by Defendant in California between April 16, 2020 and May 10, 2020 who received wage statements that allegedly did not include the beginning date of each pay period (“General Class Period”).

- The settlement resolves a class-action lawsuit, *Castillo and Bean v. Holy Names University* (the “Lawsuit”), which alleges that Defendant: (1) failed to pay Part-time Faculty Class Members for all hours worked, (2) failed to provide Part-time Faculty Class Members legally-compliant rest breaks under California law, (3) failed to pay Part-time Faculty Class Members all wages owed upon discharge from employment, (4) failed to furnish to Part-time Faculty Class Members accurate itemized wage statements, and (5) failed to reimburse them for business expenses related to working from home during Covid-19 pandemic. The Lawsuit also alleges that Defendant failed to reimburse Expense Reimbursement Class Members for business expenses related to working from home during the Covid-19 pandemic. Finally, the Lawsuit alleges that Defendant failed to furnish General Class Members wage statements that include the date of the beginning of each pay period.
- On [redacted], the Alameda County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. **The Court has not made any determination of the validity of the claims in the Lawsuit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant.** Defendant expressly denies that it did anything wrong or that they violated the law, and Defendant further denies any liability whatsoever to Plaintiffs or to the Class.

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 payment other than your share of PAGA civil penalties as described below, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

Questions? Contact the Settlement Claims Administrator toll free at XXX-XXX-XXXX

OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval hearing scheduled for [DATE AND TIME] in Dept. 23, Administration Building of Alameda County Superior Court, 1221 Oak Street Oakland, CA 94612. You are not required to attend the Hearing, but you are welcome to do so.
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Why Am I Receiving This Notice?

You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about 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.

What Is This Case About?

Charles Castillo and Deidre Bean worked as a part-time faculty for HNU in California. They are the “Plaintiffs” in this case and are suing on behalf of themselves and Part-time Adjunct Class Members for HNU’s alleged failure to pay all wages due for all hours worked, failure to provide Part-time Faculty Class Members with legally-compliant rest breaks, failure to pay all wages owed upon separation from employment, failure to furnish accurate wage statements, and failure to reimburse their necessary business expenses in connection with working remotely during the Covid-19 pandemic. They also allege that HNU failed to reimburse Expense Reimbursement Class Members for their necessary business expenses incurred in connection with working remotely during the Covid-19 pandemic. Finally, they allege that between April 16, 2020 and May 10, 2020, HNU failed to furnish wage statements to General Class Members with wage statements containing the date of the beginning of each pay period.

HNU denies all of the allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs’ claims. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. The Court has only preliminarily approved a Class Action Settlement Agreement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and HNU have agreed to settle this case on behalf of the Class for the Gross Settlement Amount of \$875,000 (“Gross Settlement Amount”). The Gross Settlement includes: (1) Administration Costs up to \$20,000; (2) a service payment to each Plaintiff of up to \$5,000 (for a total of \$10,000) for their time and efforts in pursuing this case and in exchange for a general release of claims they will enter into as part of this settlement against HNU; (3) fees of up to 35% of the Settlement Amount and up to \$20,000 in litigation costs to Class Counsel; and

Questions? Contact the Settlement Claims Administrator toll free at XXX-XXX-XXXX

(4) payment allocated to PAGA penalties in the amount of \$30,000 (with \$22,500 to be paid to the Labor and Workforce Development Agency (“LWDA”) and \$7,500 paid as follows: \$6,750 to be paid equally to Part-time Faculty Class Members and Expense Reimbursement Class Members who worked during the PAGA Period (defined as April 16, 2020 to [the Date of Preliminary Approval]), and \$750 to be paid equally to General Class Members who worked during the PAGA Period. After deducting these sums, a total of approximately \$488,750 will be available for distribution to Class Members (“Net Settlement Amount”).

Distribution to Class Members

The Net Settlement Amount will be distributed as follows: [\$398,517.50] (approximately 81.5% of the NSA) shall be allocated to the Part-time Class Members and shall be paid *pro-rata* based on the number of pay periods worked by a Part-time Faculty Class Member during the Class Period in proportion to the pay periods worked by all Part-time Faculty Class Members. [\$75,570] (approximately 15.5% of the NSA) shall be allocated to the Expense Reimbursement Class Member during the Expense Reimbursement Class Period in proportion to the pay periods worked by all Expense Reimbursement Class Members. The remaining [\$14,662.50] (approximately 3% of the NSA) shall be paid to equally to all General Class Members. In addition, as stated above, the \$6,750 of the PAGA penalties shall be paid equally to those Part-time Faculty Class Members and Expense Reimbursement Class Members who worked during the PAGA Period, and \$750 of the PAGA penalties shall be paid equally to the General Class Members (all of whom worked during the PAGA Period).

Your Estimated Settlement Award

Defendant’s records also show that you [ARE/ ARE NOT] a member of the {Part-time Faculty} Class and worked a total of: << PAY PERIODS >> during the Class Period. Your share of the Settlement allocated to the Adjunct Class is [\$XX.]

Defendant’s records show that you [ARE/ ARE NOT] a member of the {Expense Reimbursement} Class and worked a total of: << PAY PERIODS >> during the Expense Reimbursement Class Period. Your share of the Settlement allocated to the Reimbursement Class is [\$XX.]

Defendant’s records show that you [ARE/ ARE NOT] a member of the {General} Class and worked a total of: << PAY PERIODS >> during the General Class Period. Your share of the Settlement allocated to the General Class is [\$XX.]

Finally, Defendant’s records show that [ARE/ ARE NOT] a member of the PAGA Class. Your share of the PAGA Payment is [\$7,500/Part-time Faculty and Expense Reimbursement PAGA Class Size OR \$750/General Class PAGA Size]

If you believe that the number of pay periods listed above is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than RESPONSE DEADLINE. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

For tax reporting purposes, the payments monies paid to the Adjunct Part-time Class will be allotted 25% to wages and 75% to penalties and interest. Payments to the Expense Reimbursement Class will be allocated as

Questions? Contact the Settlement Claims Administrator toll free at XXX-XXX-XXXX

non-wages. Payments to the General Class will be allotted 100% to penalties; and PAGA payments will be allotted 100% to penalties.

Please consult a tax advisor regarding the tax consequences of your Settlement Award. This notice is not intended to provide legal or tax advice on your Settlement Share.

Claims That You Are Releasing Under the Settlement

Part-time Faculty Class Released Claims: If finally approved by the Court, each Part-time Faculty Class Member who does not request exclusion from the Settlement will be bound by all of the terms of the Settlement, and will release HNU from any and all claims that are alleged, or could reasonably have been alleged based on the facts and claims asserted in the First Amended Complaint on their behalf and arising during the Part-time Faculty Class Period, including claims under California Labor Code §§ 201, 202, 203, 226(a) and (e), 226.2, 226.7, 1194, 510, and 2802; IWC Wage Order No. 4-2001, §§ 4, 12, and California Business and Professions Code §§ 17200 set seq. Part-time Faculty Class Members who worked during the PAGA Period will release their claims for PAGA civil penalties based on the Part-time Faculty Class Released Claims and arising during the PAGA Period whether or not they opt out of the Settlement.

Expense Reimbursement Class Released Claims: If finally approved by the Court, each Expense Reimbursement Class Member who does not request exclusion from the Settlement will release all claims that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the First Amended Complaint on their behalf and arising during the Expense Reimbursement Class Period, including claims under Labor Code § 2802 and California Business and Professions Code §§ 17200 set seq. based on the Labor Code § 2802 claim. Expense Reimbursement Class Members who worked during the PAGA Period will release their claims for PAGA civil penalties based on the Expense Reimbursement Class Released Claims and arising during the PAGA Period.

General Class Released Claims: If finally approved by the Court, each General Class Member who does not request exclusion from the Settlement will release all claims that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the First Amended Complaint on their behalf and arising during the Reimbursement Class Period, including claims under Labor Code § 226(a)(6). General Class Members who worked during the PAGA Period will release their claims for PAGA civil penalties based on the General Class Released Claims and arising during the PAGA Period.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your payment because you are a Class Member. If you do not dispute your pay periods calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Option 2 – Opt Out of the Settlement

Questions? Contact the Settlement Claims Administrator toll free at XXX-XXX-XXXX

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, telephone number, case name and number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to:

CPT Group

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than [RESPONSE DEADLINE]. If you exclude yourself from the Settlement then you will get no payment, other than your share of PAGA penalties, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit, other than your claim for PAGA civil penalties.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement you may file an objection in writing stating why you object to the Settlement. Your objection must provide your full name, address and telephone number, case name and number, the last four digits of your Social Security Number, the case number and name, and your reasons why you think the Court should not approve the settlement. Your objection must be mailed the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the settlement and will receive your Settlement Share.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED].m. in Dept 23, Administration Building, located at 1221 Oak Street Oakland, CA 94612, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit [www.\[REDACTED\].com](http://www.[REDACTED].com) or call the Settlement Administrator at [PHONE NUMBER].

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 "Document Downloads," and enter the case number (HG21097245). Images of every document filed in the case may be purchased at a minimal charge.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE COURT OR CLERK OF THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

Questions? Contact the Settlement Claims Administrator toll free at [REDACTED]