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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BRANDIE RENE DAVIS
SIMMONDS, an individual and on behalf of
all others similarly situated,

Plaintiff,

v.

ANGELES COLLEGE., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 24STCV32991

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Judge: Hon. Elihu M. Berle
Dept.: SS6

Complaint filed: December 13, 2024

FAC filed: February 19, 2025

Trial date: None set

This Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Brandie Rene Davis Simmonds (“Plaintiff”) and defendant Angeles College (“AC” or “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means (a) Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Brandie Rene Davis Simmonds, an individual and on behalf of all others similarly situated, v. Angeles College, a California corporation; and Does 1 through 100, inclusive*, Case No. 24STCV32991, initiated on December 13, 2024, and pending in the Superior Court of the State of California, County of Los Angeles (the “Class Action”); and (b) Plaintiff’s First Amended Complaint filed on February 19, 2025, alleging against Defendant a violation of the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2698 *et seq.*, and pending in the Superior Court of the State of California, County of Los Angeles (the “PAGA Action”).

1.2. “Administrator” means APEX Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employees” means all current and former employees of Defendant who worked for Defendant in a non-exempt position in California from December 13, 2023 through the date on which the Court grants preliminary approval of the Settlement .

1.5. “Class” means all current and former employees of Defendant who worked for Defendant in a non-exempt position in California from December 13, 2020 through February 20, 2026.

1.6. “Class Counsel” means Brian Zaghi and Zachary T. Chrzan of Zaghi & Chrzan, LLP.

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

1.8. “Class Data” means the following Class Member identifying information in Defendant’s possession: (a) name; (b) last-known mailing address; (c) last-known telephone number; (d) Social Security number; (e) number of Class Workweeks; and (f) number of PAGA Pay Periods.

1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11. “Class Notice” means the COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from December 13, 2020 through February 20, 2026.

1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Class Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means named defendant Angeles College.

1.17. “Defense Counsel” means Chanhoo C. Joo and Frank E. Marchetti (of counsel) of LAW OFFICES OF CHANHOO C. JOO.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

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

1.21. “Final Judgment” and “Judgment” mean the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) which, with the sole exception of the payroll taxes addressed in this paragraph, is the total, maximum amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay all Individual Class Payments; all Individual PAGA Payments; the LWDA PAGA Payment; the Class Counsel Fees Payment; the Class Counsel Litigation Expenses Payment; the Class Representative Service Payment; and the Administration Expenses Payment. No portion of the Gross Settlement Amount shall revert to Defendant. Defendant’s share of payroll taxes on the Wage Portions of the Individual Class Payments paid to Class Members shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of the 35% of the PAGA Penalties allocated to the Aggrieved Employees calculated according to

the number of PAGA Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the Final Judgment entered by the Court.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA pursuant to Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments; the LWDA PAGA Payment; the Class Representative Service Payment; the Class Counsel Fees Payment; the Class Counsel Litigation Expenses Payment; and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members on a pro rata basis as Individual Class Payments.

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

1.30. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*

1.31. “PAGA Notice” means Plaintiff’s December 13, 2024 letter to Defendant and the LWDA providing notice of her claims pursuant to California Labor Code section 2699.3, subd. (a).

1.32. “PAGA Pay Period” means any pay period falling within the PAGA Period during which an Aggrieved Employee worked for Defendant in a non-exempt position in California for at least one day.

1.33. “PAGA Penalties” means the total amount of PAGA civil penalties (\$10,000.00) to be paid from the Gross Settlement Amount in settlement of claims for civil penalties under PAGA, of which 35% (\$3,500.00) shall be allocated to the Aggrieved Employees and 65% (\$6,500.00) shall be allocated to the LWDA.

1.34. “PAGA Period” means the period from December 13, 2023 through the date on

1 which the Court grants preliminary approval of the Settlement.

2 1.35. "Participating Class Member" means a Class Member who does not submit to the
3 Administrator a valid and timely Request for Exclusion from the Settlement.

4 1.36. "Plaintiff" mean Brandie Rene Davis Simmonds.

5 1.37. "Preliminary Approval" means the Court's order granting preliminary approval
6 of the Settlement.

7 1.38. "Preliminary Approval Order" means the Proposed Order Granting Preliminary
8 Approval and Approval of PAGA Settlement.

9 1.39. "Released Class Claims" and "Release by Participating Class Members" mean the
10 claims being released as described in Paragraph 5.2 below.

11 1.40. "Released PAGA Claims" and "PAGA Release" mean the claims being released
12 as described in Paragraph 5.3 below.

13 1.41. "Released Parties" means Defendant and any of Defendant's present and former
14 parents, subsidiaries and affiliated companies or entities and their respective officers, directors,
15 employees, partners, shareholders and agents, and any other successors, assigns and legal
16 representatives and its related persons and entities.

17 1.42. "Request for Exclusion" means a Class Member's submission of a written and
18 signed request to be excluded from the Class Settlement as described further in Paragraph 7.5 *et*
19 *seq.*

20 1.43. "Response Deadline" means forty-five (45) days after the Administrator mails the
21 Class Notice to Class Members, and shall be the last date on which a Class Member may:
22 (a) timely fax, email, or mail to the Administrator his or her Request for Exclusion, or (b) timely
23 fax, mail, or email to the Administrator his or her Objection to the Settlement. Class Members to
24 whom Notice is resent after having been returned undeliverable to the Administrator shall have
25 an additional 14 calendar days beyond the Response Deadline has expired.

26 1.44. "Settlement" means the disposition of the Action effected by this Agreement and
27 the Judgment.

28 1.45. "Class Workweek" means any workweek falling within the Class Period during

1 which a Class Member performed work for AC in a non-exempt position in California for at least
2 one day.

3 **2. RECITALS**

4 2.1. On December 13, 2024, Plaintiff commenced the Class Action by filing a
5 complaint against Defendant in the Superior Court of the State of California, County of Los
6 Angeles. In the complaint, Plaintiff asserted putative class claims against Defendant for failure
7 to pay all wages including overtime and minimum wages; failure to provide meal and rest
8 periods; failure to provide accurate itemized wage statements; failure to reimburse for necessary
9 business expenditures; failure to pay waiting time penalties upon separation; and unfair business
10 practices in violation of California Business and Professions Code section 17200 *et seq.*

11 2.2. On December 13, 2024, Plaintiff submitted to the LWDA the PAGA Notice, in
12 which she gave notice of her intent to seek civil penalties pursuant to PAGA for various alleged
13 violations of the California Labor Code. Pursuant to Labor Code section 2699.3, subd. (a),
14 Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

15 2.3. On February 19, 2025, Plaintiff filed a First Amended Complaint asserting a
16 representative claim under PAGA for the alleged violations set forth in the PAGA Notice.

17 2.4. Defendant denies the allegations in the Action and the PAGA Notice, denies any
18 failure to comply with the laws identified in the Action and the PAGA Notice, and denies any
19 and all liability for the causes of action alleged in the Action and the PAGA Notice.

20 2.5. On September 25, 2025, the Parties participated in an all-day mediation presided
21 over by Nikki Tolt, Esq., of ACT Mediation. During the mediation, each side, represented by its
22 respective counsel, recognized the substantial risk of an adverse result in the Action. After much
23 arms-length negotiation, Ms. Tolt provided the Parties with a mediator's proposal, which both
24 sides accepted, and the Parties agreed to settle the Action and all other matters covered by this
25 Agreement pursuant to the terms and conditions of this Agreement.

26 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, relevant
27 documents and data, including relevant policies and employee communications; data reflecting
28 Class Members' dates of employment, hours worked, and wages during the Class Period; and all

documents concerning Plaintiff which were available to Defendant. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*").

2.7. The Court has not granted class certification.

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

2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, including Paragraph 8, Defendant promises to pay Three Hundred Fifty Thousand Dollars (\$350,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make and deduct the following payments from the

1 Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

2 3.2.1. To Plaintiff: A Class Representative Service Payment of not more than
3 \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment
4 Plaintiff is entitled to receive). Defendant will not oppose Plaintiff's request for a Class
5 Representative Service Payment that does not exceed \$7,500. As part of the motion for Class
6 Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval
7 for any Class Representative Service Payment prior to the Final Approval Hearing. If the Court
8 approves a Class Representative Service Payment of less than the amount requested, the
9 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
10 report the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
11 responsibility and liability for employee taxes owed on the Class Representative Service
12 Payment.

13 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%
14 of the Gross Settlement Amount (\$122,500.00), and a Class Counsel Litigation Expenses
15 Payment of not more than \$25,000.00. Defendant will not oppose the requests for these payments
16 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion
17 for an award of the Class Counsel Fees Payment and the Class Litigation Expenses Payment prior
18 to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a
19 Class Counsel Litigation Expenses Payment of less than the amounts requested, the
20 Administrator will retain the remainder in the Net Settlement Amount. The Released Parties
21 shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to
22 any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
23 Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel
24 Litigation Expenses Payment using one or more IRS Forms 1099. Class Counsel assumes full
25 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
26 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies
27 Defendant, from any dispute or controversy regarding any division or sharing of any of these
28 payments.

1 3.2.3. To the Administrator: An Administration Expenses Payment not to
2 exceed \$6,990.00 absent a showing of good cause and as approved by the Court. To the extent
3 the Administrator's expenses are less or the Court approves payment of less than \$6,990, the
4 Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment
6 calculated by (a) dividing the Net Settlement Amount by the total number of Class Workweeks
7 worked by all Participating Class Members and (b) multiplying the result by each Participating
8 Class Member's Class Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. One-third
10 (1/3) of each Participating Class Member's Individual Class Payment will be treated as a payment
11 in settlement of the Participating Class Member's claims for unpaid wages (the "Wage Portion").
12 The Wage Portion will be subject to tax withholding and will be reported by the Administrator
13 on an IRS Form W-2. Two-thirds (2/3) of each Participating Class Member's Individual Class
14 Payment will be treated as a payment in settlement of the Participating Class Member's claims
15 for all expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage
16 Portion will not be subject to wage withholdings and will be reported by the Administrator on
17 IRS Form 1099. Each Participating Class Member assumes full responsibility and liability for
18 any employee taxes owed on his or her Individual Class Payment.

19 3.2.4.2. Effect of Non-Participating Class Members on Calculation
20 of Individual Class Payments. Non-Participating Class Members will not receive Individual
21 Class Payments. The Administrator will retain amounts that otherwise would have been payable
22 to Non-Participating Class Members as Individual Class Payments in the Net Settlement Amount
23 for distribution to Participating Class Members on a pro rata basis.

24 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount
25 of \$10,000.00 to be paid from the Gross Settlement Amount, with 65% (\$6,500.00) allocated to
26 the LWDA PAGA Payment and 35% (\$3,500.00) allocated to the Individual PAGA Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA
28 Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA

Penalties (\$3,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Each Aggrieved Employee assumes full responsibility and liability for any taxes owed on his or her Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.5.3. The Administrator will report the Individual PAGA Payments on IRS Form 1099.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of their records, Defendant estimates there are 188 Class Members who collectively worked a total of 11,931 Class Workweeks through September 22, 2025, and 118 Aggrieved Employees who collectively worked a total of 2,753 PAGA Pay Periods through September 22, 2025.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver to the Administrator a Microsoft Excel spreadsheet containing the Class Data. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of administering this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information in their possession and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. The Parties agree that keeping confidential the Class Member Information is in the best interest of the Class Members, as it will contain private and sensitive information such as Social Security numbers, and that keeping confidential the Class Member Information will not impede Class Counsel's ability to discharge their fiduciary duties.

1 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
2 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of
3 payroll taxes, by transmitting the funds to the Administrator no later than 14 calendar days after
4 the Effective Date.

5 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant
6 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
7 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees
8 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
9 Payment, and will pay to itself the Administration Expenses Payment. Disbursement of the Class
10 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
11 Representative Service Payment shall not precede disbursement of the Individual Class Payments
12 and the Individual PAGA Payments.

13 4.4.1. The Administrator will issue checks for the Individual Class Payments
14 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.
15 Mail, postage prepaid. The face of each check shall prominently state the date that the check will
16 be voided, which shall be 180 days after the date of mailing. The Administrator will cancel all
17 checks not cashed by the void date. The Administrator will send checks for Individual Class
18 Payments to all Participating Class Members (including any whose Class Notice was returned
19 undelivered). The Administrator will send checks for Individual PAGA Payments to all
20 Aggrieved Employees, including all Non-Participating Class Members who qualify as Aggrieved
21 Employees (including any whose Class Notice was returned undelivered). If a Participating Class
22 Member also qualifies as an Aggrieved Employee, the Administrator may send the Participating
23 Class Member a single check combining the Individual Class Payment and the Individual PAGA
24 Payment. Before mailing any checks, the Administrator must update the recipients' mailing
25 addresses using the National Change of Address Database. If a Class Member's Individual Class
26 Payment check and/or Individual PAGA Payment check remains uncashed 120 days after its last
27 mailing to the affected individual, the Administrator will send the individual a notice informing
28 him or her that the check will expire and become non-negotiable if it is not cashed by the void

1 date and offering to replace the check if it was lost or misplaced but not cashed.

2 4.4.2. The Administrator must conduct a Class Member Address Search for all
3 other Class Members whose checks are returned undelivered without United States Postal
4 Service (“USPS”) forwarding address. Within 7 days of receiving a returned check the
5 Administrator must re-mail checks to the USPS forwarding address provided or to an address
6 ascertained through the Class Member Address Search. The Administrator need not take further
7 steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered.
8 The Administrator shall promptly send a replacement check to any Class Member whose original
9 check was lost or misplaced if requested by the Class Member prior to the void date.

10 4.4.3. For any Class Member whose Individual Class Payment or Individual
11 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
12 transmit the funds represented by such checks to, subject to Court approval pursuant to Code of
13 Civil Procedure section 384, subd. (b), Legal Aid Foundation of Los Angeles, 1550 W. 8th Street,
14 Los Angeles, California 90017 (“Cy Pres Recipient”) for use in Los Angeles County. The Parties,
15 Class Counsel and Defense Counsel represent that they have no interest or relationship, financial
16 or otherwise, with the intended Cy Pres Recipient.

17 4.4.4. The payment of Individual Class Payments and Individual PAGA
18 Payments shall not obligate Defendant to confer any additional benefits or make any additional
19 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
20 this Agreement.

21 **5. RELEASE OF CLAIMS**

22 Effective on the date that Defendant fully funds the entire Gross Settlement Amount and
23 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
24 Plaintiff, Participating Class Members, Aggrieved Employees, the LWDA, and Class Counsel
25 will release claims against all Released Parties as follows:

26 5.1. Plaintiff’s Release. In consideration of Plaintiff’s awarded Class Representative
27 Service Payment, Plaintiff’s Individual Class Payment, Plaintiff’s Individual PAGA Payment,
28 and the other terms and conditions of the Settlement, Plaintiff releases any and all known and

1 unknown claims against AC, and the other Released Parties, including but not limited to (a) all
2 claims that were, or reasonably could have been, alleged, based on the facts contained in the First
3 Amended Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
4 based on the facts contained in the First Amended Complaint and/or PAGA Notice. For purposes
5 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights and
6 benefits, if any, of California Civil Code section 1542 ("Plaintiff's Release"). California Civil
7 Code section 1542 reads: "A general release does not extend to claims that the creditor or
8 releasing party does not know or suspect to exist in his or her favor at the time of executing the
9 release, and that if known by him or her, would have materially affected his or her settlement
10 with the debtor or Released Party." Plaintiff's Release does not extend to any claims or actions
11 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
12 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
13 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
14 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
15 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
16 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

17 5.2. Release by Participating Class Members. In consideration for their awarded Class
18 Member Payments, all Participating Class Members release claims against AC and the other
19 Released Parties that are asserted in the operative First Amended Complaint or arise out of or
20 reasonably relate to the facts alleged in the operative First Amended Complaint that, during the
21 Class Period, Defendant failed to pay all wages due, including minimum wages and overtime;
22 pay split shift premiums and reporting time pay; provide meal periods, rest periods, and cooldown
23 periods; pay meal period, rest period, and cooldown period premiums at the regular rate of pay;
24 maintain accurate records; furnish accurate itemized wage statements; reimburse necessary
25 business expenses; provide and permit employees to use paid sick leave as required under
26 applicable law; timely pay all wages due during employment and upon separation; timely pay
27 wages owed to temporary workers; pay accrued unused vacation wages upon separation; furnish
28 documents signed to obtain or hold employment; reimburse deposits made together with interest

owed upon separation; and comply with the notice requirements of the Wage Theft Protection Act of 2011; unlawfully deducted from wages; and conducted unlawful background checks (the “Released Class Claims” or “Release by Participating Class Members”). The Released Class Claims include but are not limited to claims brought under California Labor Code sections 201-204, 210, 218.6, 223, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1199, 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Order. The Released Class Claims include claims for wages, statutory penalties, or other relief under the California Labor Code; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest.

5.3. PAGA Release. In consideration for their awarded portions of the PAGA Civil Penalties, the State of California and all Aggrieved Employees release claims for civil penalties under PAGA against AC, and the other Released Parties that arise out of or reasonably relate to the allegations in the operative First Amended Complaint and/or PAGA Notice that, during the PAGA Period, Defendant failed to pay all wages due, including minimum wages and overtime; pay split shift premiums and reporting time pay; provide meal periods, rest periods, and cooldown periods; pay meal period, rest period, and cooldown period premiums at the regular rate of pay; provide suitable seating; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; provide and permit employees to use paid sick leave as required under applicable law; timely pay all wages due during employment and upon separation; timely pay wages owed to temporary workers; pay accrued unused vacation wages upon separation; furnish documents signed to obtain or hold employment; reimburse deposits made together with interest owed upon separation; furnish a safe and healthy place of employment and/or proper sanitation and sanitation facilities, furnish and use safety devices and safeguards, and adopt safe and healthful practices; provide proper notice of actual and potential events related to or arising from COVID-19; and comply with the notice requirements of the Wage Theft Protection Act of 2011; unlawfully deducted from wages; conducted unlawful background checks, placed unlawful restraints on competition, whistleblowing, freedom of speech, and/or

1 lawful off-duty conduct; and maintained a policy or practice of improperly using salary history
2 information in employment decisions and/or requiring unlawful waivers as a condition of
3 employment (the “Released PAGA Claims” or “PAGA Release”). The Released PAGA Claims
4 include but are not limited to claims arising under California Labor Code sections 96, 98.6, 201-
5 205.5, 210, 212, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 *et seq.*, 432 *et seq.*, 510,
6 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2698 *et*
7 *seq.*, 2802, 2810.5, 3366, and 8397.4, California Business and Professions Code sections 16600
8 *et seq.*, 16700 *et seq.*, and 17200 *et seq.*, California Government Code section 12952, and the
9 Industrial Welfare Commission Wage Order. The PAGA Release applies to all Aggrieved
10 Employees, and all Aggrieved Employees will receive an Individual PAGA Payment, regardless
11 of whether they elect not to participate in the Settlement.

12 **6. MOTION FOR PRELIMINARY APPROVAL**

13 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
14 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
15 Approvals.

16 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within thirty (30)
17 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel
18 a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any
19 actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their
20 Declarations, Defense Counsel and AC shall aver that they are not aware of any other pending
21 matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

22 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
23 all documents necessary for obtaining Preliminary Approval, including (a) a draft of the notice
24 and memorandum in support of the Motion for Preliminary Approval that includes an analysis of
25 the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
26 Labor Code Section 2699, subd. (f)(2)); (b) a draft Proposed Order Granting Preliminary
27 Approval and Approval of PAGA Settlement; (c) a draft proposed Class Notice in substantially
28 the form evidenced by Exhibit A to this Agreement; (d) a signed declaration from the

1 Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to
2 its willingness to serve, competency, operative procedures for protecting the security of Class
3 Data, amounts of insurance coverage for any data breach, defalcation of funds or other
4 misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members,
5 and the nature and extent of any financial relationship with Plaintiff, the Cy Pres Recipient, Class
6 Counsel, or Defense Counsel; (e) a signed declaration from Plaintiff confirming her willingness
7 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
8 interest with Class Members; (f) a signed declaration from Class Counsel attesting to their
9 competency to represent the Class Members, its timely transmission to the LWDA of all
10 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
11 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
12 section 2699, subd. (l)(2)); (g) a redlined version of the Parties’ Agreement showing all
13 modifications made to the Model Agreement ready for filing with the Court; and (h) all facts
14 relevant to any actual or potential conflict of interest with Class Members, the Administrator,
15 and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver that
16 they are not aware of any other pending matter or action asserting claims that will be extinguished
17 or adversely affected by the Settlement.

18 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
19 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the
20 full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
21 Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval.
22 Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
23 Administrator and for timely submitting to the LWDA all documents required under Labor Code
24 section 2699(l).

25 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
26 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
27 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
28 conferring, in good faith, to resolve the disagreement. If the Court does not grant Preliminary

1 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
2 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
3 meeting and conferring, in good faith, to modify the Agreement and otherwise satisfy the Court's
4 concerns.

5 **7. SETTLEMENT ADMINISTRATION**

6 7.1. Selection of Administrator. The Parties have jointly selected APEX Class Action
7 Administration to serve as the Administrator and verified that, as a condition of appointment,
8 APEX Class Action Administration agrees to be bound by this Agreement and to perform, as a
9 fiduciary, all duties specified in this Agreement in exchange for payment of the Administration
10 Expenses Payment. The Parties and their Counsel represent that they have no interest or
11 relationship, financial or otherwise, with the Administrator other than a professional relationship
12 arising out of prior experiences administering settlements.

13 7.2. Employer Identification Number. The Administrator shall have and use its own
14 Employer Identification Number for purposes of calculating payroll tax withholdings and
15 providing reports to state and federal tax authorities.

16 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund
17 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
18 Regulation section 468B-1.

19 7.4. Notice to Class Members.

20 7.4.1. No later than three (3) business days after receipt of the Class Data, the
21 Administrator shall notify Class Counsel that the list has been received and state the number of
22 Class Members and Class Workweeks in the Class Data.

23 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
24 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
25 in the Class Data, via first-class USPS mail, the Class Notice, with Spanish translation, in
26 substantially the form evidenced by Exhibit A to this Agreement. As in Exhibit A, the first page
27 of the Class Notice shall prominently display the estimated dollar amount(s) of any Individual
28 Class Payment and/or Individual PAGA Payment payable to the Class Member, and the Class

1 Member's number of Class Workweeks and PAGA Pay Periods (if applicable) used to calculate
2 the estimated payment(s). Before mailing Class Notices, the Administrator shall update Class
3 Members' addresses using the National Change of Address database.

4 7.4.3. Not later than 3 business days after the Administrator's receipt of any
5 Class Notice returned by USPS as undelivered, the Administrator shall re-mail the Class Notice
6 using any forwarding address provided by USPS. If USPS does not provide a forwarding
7 address, the Administrator shall conduct a Class Member Address Search and re-mail the Class
8 Notice to the most current address obtained. The Administrator has no obligation to make further
9 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by
10 USPS a second time.

11 7.4.4. The deadline to submit written objections, challenges to Class Workweeks
12 and/or PAGA Pay Periods, and/or a Request for Exclusion will be extended by 15 days beyond
13 the 45 days otherwise provided for any Class Member whose Class Notice is re-mailed after
14 having been returned to the Administrator as undeliverable. The Administrator will inform the
15 Class Member of the extended deadline when it re-mails the Class Notice.

16 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or
17 otherwise discovers any persons who believe they should have been included in the Class Data
18 and should have received the Class Notice, the Parties will expeditiously meet and confer in
19 person or by telephone and in good faith in an effort to agree on whether to include such persons
20 as Class Members. If the Parties agree, such persons will be Class Members entitled to the same
21 rights as other Class Members, and the Administrator will send, via email or overnight delivery,
22 a Class Notice requiring them to exercise any options under this Agreement not later than 15
23 days after receipt of the Class Notice or by the applicable deadline set forth in the Class Notice,
24 whichever is later.

25 7.5. Requests for Exclusion (Opt-Outs).

26 7.5.1. Class Members who wish to exclude themselves from (opt out of) the
27 Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request
28 for Exclusion postmarked no later than 45 days after the Administrator mails the Class Notice

(plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their authorized representative that contains: (a) the Class Member's name, address, telephone number, and the last four digits of their Social Security number; (b) a statement that reasonably communicates the Class Member's election to be excluded from the Settlement; and (c) the Class Member's signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the applicable Response Deadline.

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

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Release by Participating Class Members and the PAGA Release under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a timely and valid Request for Exclusion is deemed to be a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5. If a Class Member submits both a Request for Exclusion and a written

objection, only the Request for Exclusion will be accepted and the objection will be void.

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

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

1 7.7.3. Non-Participating Class Members have no right to object to any of the
2 class action components of the Settlement.

3 7.8. Administrator Duties. The Administrator has a duty to perform or observe all
4 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

5 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will
6 maintain and use an internet website to post information of interest to Class Members, including
7 the date, time and location for the Final Approval Hearing and copies of the Settlement
8 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
9 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment and Class Representative Service Payment, the Final Approval, and the
11 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
12 telephone number to receive Class Member calls and emails.

13 7.8.2. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator
14 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
15 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
16 Administrator shall email to Class Counsel and Defense Counsel a list containing (a) the names
17 of all Class Members who have submitted timely and valid Requests for Exclusion (the
18 “Exclusion List”); (b) the names of all Class Members who have submitted untimely and/or
19 otherwise invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from the
20 Settlement received (whether timely or untimely, valid or invalid), with personal information
21 other than names redacted.

22 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide
23 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
24 of: Class Notices mailed or re-mailed; Class Notices returned undelivered; Requests for
25 Exclusion (whether timely or untimely, valid or invalid) received; objections received;
26 challenges to Class Workweeks and/or PAGA Pay Periods received and/or resolved; and checks
27 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
28 Weekly Reports must include/provide the Administrator’s assessment of the validity of Requests

for Exclusion and attach copies of all Requests for Exclusion (with personal information other than names redacted) and objections received.

7.8.4. Class Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges concerning the calculation of Class Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a declaration suitable for filing with the Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (timely and untimely, valid and invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) with the Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing with the Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration with the Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

8.1. Based on its records, AC estimates that, as of September 22, 2025, (1) there were 188 Class Members and 11,931 Total Workweeks during the Class period and (2) there were 118

Aggrieved Employees who worked 2,753 Pay Periods during the PAGA Period.

8.2. In the event the number of Workweeks worked increases by more than 10%, or an additional 1,193 Workweeks worked, then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 11,931 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 11,931. The Parties agree that the Workweek Value amounts to and the settlement amounts to \$29.34 per Workweek (\$350,000 / 11,931 Workweeks). Thus, for example, should there be 13,324 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$40,870.62. ((13,324 Workweeks minus 11,931 Workweeks) x \$29.34/Workweek.)

9. DEFENDANT'S RIGHT TO WITHDRAW

If ten percent (10%) or more of Class Members, or a number of Class Members whose Individual Class Payments would be worth ten percent (10%) or more of the Net Settlement Amount as calculated, submit valid and timely Requests for Exclusion, Defendant will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. Defendant must exercise this right within seven (7) days after the deadline for the Administrator to provide to the Parties the Exclusion List. If Defendant exercises the right to rescind, they will be responsible for the costs of administration of the Settlement incurred through that time. If Defendant does not exercise the right to rescind, the Parties will jointly move for final approval of the Settlement, and Plaintiff will move for an award of the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment pursuant to the Settlement, which Defendant will not oppose.

10. MOTION FOR FINAL APPROVAL

10.1. Motion for Final Approval. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file with the Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699 subd. (I), a Proposed Order Granting Final Approval of Settlement, and a Proposed Judgment (collectively the "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days before the deadline to file the Motion

1 for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, in
2 good faith, to resolve any disagreements concerning the Motion for Final Approval.

3 10.2. Response to Objections. Each Party retains the right to respond to any objection
4 raised by a Participating Class Member, including the right to file responsive documents in Court
5 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
6 by the Court.

7 10.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
8 Approval on any material change to the Settlement (including, but not limited to, the scope of
9 release to be granted by Class Members), the Parties will expeditiously work together in good
10 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
11 Approval. The Court's decision to award less than the amounts requested for the Class
12 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
13 Expenses Payment and/or the Administration Expenses Payment shall not constitute a material
14 modification to the Agreement within the meaning of this paragraph.

15 10.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
16 Judgment, the Court will retain jurisdiction over the Parties, the Class Action and the Settlement
17 solely for purposes of (a) enforcing this Agreement and/or the Judgment, (b) addressing
18 settlement administration matters, and (c) addressing such post-Judgment matters as are
19 permitted by law.

20 10.5. Waiver of Right to Appeal. Provided that the Judgment is consistent with the
21 material terms of this Agreement, Plaintiff, Class Members who did not timely submit an
22 objection to the Settlement and intervene in the Class Action, Defendant, and the Parties'
23 respective counsel hereby waive all rights to appeal from the Judgment, including all rights to
24 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
25 for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver
26 of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file
27 a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from
28 a refusal by the Court to award the full amount(s) requested for the Class Representative Service

1 Payment, the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses
2 Payment. If an appeal is taken from the Judgment, the time for consummating the Settlement
3 (including making payments under the Settlement) will be suspended until such time as their
4 appeal is finally resolved and the Judgment becomes Final, except as to matters that do not affect
5 the amount of the Net Settlement Amount.

6 10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
7 the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a
8 material modification of this Agreement (including, but not limited to, the scope of release to be
9 granted by Participating Class Members and/or Aggrieved Employees), this Agreement shall be
10 null and void. The Parties shall nevertheless expeditiously work together in good faith to address
11 the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a
12 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An
13 appellate decision to vacate, reverse, or modify the Court's award of the Class Representative
14 Service Payment or any payments to Class Counsel shall not constitute a material modification
15 of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
16 remains unchanged.

17 **11. AMENDED JUDGMENT**

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

20 **12. ADDITIONAL PROVISIONS**

21 12.1. No Admission of Liability, Class Certification or Representative Manageability
22 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
23 claims. Nothing in this Agreement is intended or should be construed as an admission by AC that
24 any of the allegations in the Operative Complaint have merit or that AC has any liability for any
25 claims asserted; nor should it be intended or construed as an admission by Plaintiff that AC's
26 defenses in the Action have merit. The Parties agree that class certification and representative
27 treatment is for purposes of this Settlement only. If, for any reason the Court does grant
28 Preliminary Approval, Final Approval or enter Judgment, AC reserves the right to contest

1 certification of any class for any reasons, and AC reserves all available defenses to the claims in
2 the Action, and Plaintiff reserves the right to move for class certification on any grounds available
3 and to contest AC's defenses. The Settlement, this Agreement, and Parties' willingness to settle
4 the Action will have no bearing on, and will not be admissible in connection with, any litigation
5 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

6 12.2. Confidentiality. Plaintiff, Class Counsel, Defendant, and Defense Counsel
7 separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and
8 each of them will not disclose, disseminate and/or publicize, or cause or permit another person
9 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
10 specifically or generally, to any person, corporation, association, government agency, or other
11 entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
12 to keep this Agreement confidential; (b) counsel in a related matter; (c) to the extent necessary
13 to report income to appropriate taxing authorities; (d) in response to a court order or subpoena;
14 or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each
15 Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or
16 subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel
17 separately agree not to, directly or indirectly, initiate any conversation or other communication,
18 before the filing of the Motion for Preliminary Approval, any with third party regarding this
19 Agreement or the matters giving rise to this Agreement except to respond only that "the matter
20 was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
21 communications with Class Members in accordance with Class Counsel's ethical obligations
22 owed to Class Members.

23 12.3. No Solicitation. The Parties separately agree that they and their respective
24 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
25 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
26 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
27 ethical obligations owed to Class Members.

28 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this

1 Agreement together with its attached exhibit shall constitute the entire agreement between the
2 Parties relating to the Settlement, superseding any and all oral representations, warranties,
3 covenants or inducements made to or by any Party.

4 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant
5 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
6 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
7 to effectuate its terms and to execute any other documents reasonably required to effectuate the
8 terms of this Agreement including any amendments to this Agreement.

9 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use
10 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
11 the Settlement Agreement, submitting supplemental evidence, and supplementing points and
12 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
13 or content of any document necessary to implement the Settlement or on any modification of the
14 Agreement that may become necessary to implement the Settlement, the Parties will seek the
15 assistance of a mediator and/or the Court for resolution.

16 12.7. No Prior Assignments. The Parties separately represent and warrant that they
17 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer
18 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
19 action or right released and discharged by the Party in this Settlement.

20 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel
21 are providing any advice regarding taxes or taxability nor shall anything in this Settlement be
22 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
23 CFR Part 10, as amended) or otherwise.

24 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
25 modified, changed, or waived only by an express written instrument signed by all Parties or their
26 representatives, and approved by the Court.

27 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and
28 inure to the benefit of, the successors of each of the Parties.

1 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibit will
2 be governed by and interpreted according to the internal laws of the State of California, without
3 regard to conflict of law principles.

4 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and
5 preparation of this Agreement. This Agreement will not be construed against any Party on the
6 basis that the Party was the drafter or participated in the drafting.

7 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
8 entered during Action and in this Agreement relating to the confidentiality of information shall
9 survive the execution of this Agreement.

10 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant
11 to California Evidence Code section 1152, and all copies and summaries of the Class Data
12 provided to Class Counsel by Defendant in connection with the mediation, other settlement
13 negotiations or in connection with the Settlement, may be used only with respect to this
14 Settlement and no other purpose, and may not be used in any way that violates any existing
15 contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
16 Court discharges the Administrator's obligation to provide a declaration confirming the final
17 disbursement of all Settlement funds, Plaintiff shall destroy all paper and electronic versions, if
18 any, of Class Member information received from Defendant unless, prior to the Court's discharge
19 of the Administrator's obligation, Defendant makes a written request to Class Counsel for the
20 return, rather than the destruction, of Class Data.

21 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement
22 is inserted for convenience of reference only and does not constitute a part of this Agreement.

23 12.16. Calendar Days. Unless otherwise noted, all references to "days" in this
24 Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement
25 falls on a weekend or federal legal holiday, such date or deadline shall be continued to the first
26 business day thereafter.

27 12.17. Notice. All notices, demands or other communications between the Parties in
28 connection with this Agreement will be in writing and deemed to have been duly given as of the

third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

Brian Zaghi
Zachary T. Chrzan
Zaghi & Chrzan, LLP
10880 Wilshire Blvd., Suite 1101
Los Angeles, CA 90024
Telephone: (310) 230-5353
Email: brian@zclawyers.com
zach@zclawyers.com

To Defendant:

Chanh C. Joo
Frank E. Marchetti (of counsel)
LAW OFFICES OF CHANH C. JOO
3731 Wilshire Boulevard, Suite 635
Los Angeles, CA 90010
Telephone: (213) 383-3366
Facsimile: (213) 383-2469
Email: cjoo@joolaw.com
frank@marchettilaw.com

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

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.20. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Class, mutually elect in writing to proceed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

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Dated: 07 / 07 / 2026

BRANDIE RENE DAVIS SIMMONDS

Brandie Davis simmonds

Dated: 07 / 07 / 2026

ZAGHI & CHRZAN, LLP

By: Zachary T. Chrzan

Brian Zaghi
Zachary T. Chrzan
Attorneys for Plaintiff
Brandie Rene Davis Simmonds

Dated: 07/21/2026

ANGELES COLLEGE

By: Teresa Krause

Teresa Krause
Chief Executive Officer

Dated: 7/21/26

LAW OFFICES OF CHANHO C. JOO

By: [Signature]
Chanho C. Joo
Frank E. Marchetti (of counsel)
Attorneys for Defendant
The Angeles College

EXHIBIT A
(COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

(*Simmonds vs. Angeles College, et al.*, Case No. 24STCV32991)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES – SPRING STREET
COURTHOUSE

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against *Angeles College* for alleged wage and hour violations. The Action was filed by a former employee, Brandie Rene Davis Simmonds (“Plaintiff”), and seeks payment for (1) unpaid overtime wages; unpaid minimum wages; failure to provide compliant meal periods, or compensation in lieu thereof; failure to provide compliant rest periods, or compensation in lieu thereof; failure to provide accurate itemized wage statements; failure to reimburse for necessary business expenditures; failure to pay waiting time penalties. Plaintiff also alleged that Defendant engaged in unfair competition in violation of Bus. & Prof. Code section 17200. Plaintiff makes these allegations for a class of non-exempt hourly employees (“Class Members”) who worked for *Angeles College* during the Class Period December 13, 2020 to [REDACTED]; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for Angeles College during the PAGA Period December 13, 2023 to [REDACTED] (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring *Angeles College* to fund Individual Class Payments, and (2) a PAGA Settlement requiring *Angeles College* to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on *Angeles College*’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act

1 or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the
2 Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of
3 the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide
4 whether to enter a judgment that requires *Angeles College* to make payments under the Settlement and
5 requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against
6 *Angeles College*.

7 If you worked for *Angeles College* during the Class Period and/or the PAGA Period, you have two
8 basic options under the Settlement:

9 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be
10 eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class
11 Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty
12 claims against *Angeles College*.

13 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out)
14 by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you
15 opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve
16 your right to personally pursue Class Period wage claims against *Angeles College*, and, if you are an
17 Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA
18 portion of the proposed Settlement.

19 ***Angeles College* will not retaliate against you for any actions you take with respect to the proposed
20 Settlement.**

21 SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

22 23 24 25 26 27 28 You Don't Have to Do Anything to Participate in the Settlement	By doing nothing, you WILL receive a share of the Settlement proceeds if the proposed Settlement is finally approved, and you will give up any rights to sue Defendant separately regarding certain claims as described below in this Notice. Your estimated Settlement Award is [INSERT ESTIMATED NET SETTLEMENT AWARD] and the estimated number of pay periods that you worked during the Class Period are [INSERT ESTIMATED NUMBER OF PAY PERIODS WORKED DURING THE CLASS PERIOD]. The actual amount you receive may be different and will depend on a number of factors. See the explanation in the "Payments from Net Settlement Fund" section below for more information.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED].	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Your written Request for Exclusion letter must be faxed, emailed, or postmarked by [REDACTED], [REDACTED]. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

	You cannot opt-out of the PAGA portion of the proposed Settlement. <i>Angeles College</i> must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice. Your written objection should be postmarked or faxed by _____.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____.	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to <i>Angeles College</i>’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former *Angeles College* employee. The Action accuses *Angeles College* of violating California labor laws by failing to pay overtime wages and unpaid minimum wages; and provide compliant meal periods, or compensation in lieu thereof, compliant rest periods, or compensation in lieu thereof, accurate itemized wage statements, to reimburse for necessary business expenditures, and pay waiting time penalties. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Zaghi & Chrzan, LLP (“Class Counsel.”). *Angeles College*

strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether *Angeles College* or Plaintiff is correct on the merits. In the meantime, Plaintiff and Angeles College hired an experienced, neutral mediator Nikki Tolt, Esq., in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and *Angeles College* have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, *Angeles College* does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) *Angeles College* has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. *Angeles College* Will Pay \$350,000.00 as the Gross Settlement Amount (Gross Settlement). *Angeles College* has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, *Angeles College* will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$122,500.00 (35 % of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$6,990.00 to the Administrator for services administering the Settlement.

1 D. Up to \$10,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and
2 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period
Pay Periods.

3 Participating Class Members have the right to object to any of these deductions. The Court will
4 consider all objections.

5 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts
6 approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net
Settlement”) by making Individual Class Payments to Participating Class Members based on their
Class Period Workweeks.

7 4. Taxes Owed on Payments to Class Members. Plaintiff and *Angeles College* are asking the Court to
8 approve an allocation of 1/3 of each Individual Class Payment to taxable wages (“Wage Portion”) and
9 2/3 for expense reimbursement, interest, and penalties (“Non-Wage Portion”). The Wage Portion is
10 subject to withholdings and will be reported on IRS W-2 Forms. *Angeles College* will separately pay
11 employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as
penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA
Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

12 Although Plaintiff and *Angeles College* have agreed to these allocations, neither side is giving you any
13 advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for
14 paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed
Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the
proposed Settlement.

15 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class
16 Payments and Individual PAGA Payments will show the date when the check expires (the void date).
17 If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will
be irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy
Pres”).

18 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating
19 Class Member, participating fully in the Class Settlement, unless you notify the Administrator in
writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the
20 Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response
21 Deadline. The Request for Exclusion should be a fax, email, or letter from a Class Member or
22 his/her/their representative setting forth a Class Member’s name, present address, telephone number,
last four digits of social security number, and a simple statement electing to be excluded from the
Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive
23 Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims
against *Angeles College*.

24 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves
25 from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA
26 Payments and are required to give up their right to assert PAGA claims against *Angeles College* based
on the PAGA Period facts alleged in the Action.

1 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court
2 will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible
3 the Court will enter a Judgment that is reversed on appeal. Plaintiff and *Angeles College* have agreed
that, in either case, the Settlement will be void: *Angeles College* will not pay any money and Class
Members will not release any claims against *Angeles College*.

4 8. Administrator. The Court has appointed a neutral company, [REDACTED]
5 (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’
6 Requests for Exclusion. The Administrator will also decide Class Member Challenges over
7 Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to
administer the Settlement. The Administrator’s contact information is contained in Section 9 of this
Notice.

8 9. Participating Class Members’ Release. After the Judgment is final and *Angeles College* has fully
9 funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class
10 Members will be legally barred from asserting any of the claims released under the Settlement. This
11 means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot
sue, continue to sue or be part of any other lawsuit against *Angeles College* or related entities for
wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in
the Action and resolved by this Settlement.

12 The Participating Class Members will be bound by the following release:

13 All Participating Class Members release claims against *Angeles College* and the other
14 Released Parties that are asserted in the Operative First Amended Complaint or arise out of
15 or reasonably relate to the facts alleged in the Operative First Amended Complaint that,
16 during the Class Period, Defendant failed to pay all wages due, including minimum wages
17 and overtime; pay split shift premiums and reporting time pay; provide meal periods, rest
18 periods, and cooldown periods; pay meal period, rest period, and cooldown period premiums
19 at the regular rate of pay; maintain accurate records; furnish accurate itemized wage
20 statements; reimburse necessary business expenses; provide and permit employees to use
21 paid sick leave as required under applicable law; timely pay all wages due during
22 employment and upon separation; timely pay wages owed to temporary workers; pay
23 accrued unused vacation wages upon separation; furnish documents signed to obtain or hold
24 employment; reimburse deposits made together with interest owed upon separation; and
25 comply with the notice requirements of the Wage Theft Protection Act of 2011; unlawfully
26 deducted from wages; and conducted unlawful background checks (the “Released Class
Claims” or “Release by Participating Class Members”). The Released Class Claims include
but are not limited to claims brought under California Labor Code sections 201-204, 210,
218.6, 223, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
1197, 1197.1, 1199, 2802, California Business and Professions Code sections 17200-17208,
and the Industrial Welfare Commission Wage Order. The Released Class Claims include
claims for wages, statutory penalties, or other relief under the California Labor Code; relief
from unfair competition under California Business and Professions Code section 17200 *et*
seq.; attorneys’ fees and costs; and interest.

27 10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and *Angeles College*
28 has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved
Employees will be barred from asserting PAGA claims against *Angeles College*, whether or not they

1 exclude themselves from the Settlement. This means that all Aggrieved Employees, including those
2 who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue,
3 continue to sue or participate in any other PAGA claim against *Angeles College* or its related entities
4 based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

5 The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as
6 follows:

7 The State of California and all Aggrieved Employees release claims for civil penalties under
8 PAGA against *Angeles College*, and the other Released Parties that arise out of or reasonably
9 relate to the allegations in the Operative First Amended Complaint and/or PAGA Notice
10 that, during the PAGA Period, Defendant failed to pay all wages due, including minimum
11 wages and overtime; pay split shift premiums and reporting time pay; provide meal periods,
12 rest periods, and cooldown periods; pay meal period, rest period, and cooldown period
13 premiums at the regular rate of pay; provide suitable seating; maintain accurate records;
14 furnish accurate itemized wage statements; reimburse necessary business expenses; provide
15 and permit employees to use paid sick leave as required under applicable law; timely pay all
16 wages due during employment and upon separation; timely pay wages owed to temporary
17 workers; pay accrued unused vacation wages upon separation; furnish documents signed to
18 obtain or hold employment; reimburse deposits made together with interest owed upon
19 separation; furnish a safe and healthy place of employment and/or proper sanitation and
20 sanitation facilities, furnish and use safety devices and safeguards, and adopt safe and
21 healthful practices; provide proper notice of actual and potential events related to or arising
22 from COVID-19; and comply with the notice requirements of the Wage Theft Protection Act
23 of 2011; unlawfully deducted from wages; conducted unlawful background checks, placed
24 unlawful restraints on competition, whistleblowing, freedom of speech, and/or lawful off-
25 duty conduct; and maintained a policy or practice of improperly using salary history
26 information in employment decisions and/or requiring unlawful waivers as a condition of
27 employment. The Released PAGA Claims include but are not limited to claims arising under
28 California Labor Code sections 96, 98.6, 201-205.5, 210, 212, 221, 223, 226, 226.3, 226.7,
227.3, 232, 232.5, 245 *et seq.*, 432 *et seq.*, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12,
1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2698 *et seq.*, 2802, 2810.5, 3366, and 8397.4,
California Business and Professions Code sections 16600 *et seq.*, 16700 *et seq.*, and 17200
et seq., California Government Code section 12952, and the Industrial Welfare Commission
Wage Order. The PAGA Release applies to all Aggrieved Employees, and all Aggrieved
Employees will receive an Individual PAGA Payment, regardless of whether they elect not
to participate in the Settlement.

22 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

23 1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a)
24 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
25 Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual
26 Participating Class Member.

27 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a)
28 dividing \$3,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b)
multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved
Employee.

1 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class
2 Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in
3 *Angeles College*'s records, are stated in the first page of this Notice. You have until [REDACTED] to
4 challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge
by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has
the Administrator's contact information.

5 You need to support your challenge by sending copies of pay stubs or other records. The Administrator
6 will accept *Angeles College*'s calculation of Workweeks and/or Pay Periods based on *Angeles College*'s
7 records as accurate unless you send copies of records containing contrary information. You should send
8 copies rather than originals because the documents will not be returned to you. The Administrator will
9 resolve Workweek and/or Pay Period challenges based on your submission and on input from Class
Counsel (who will advocate on behalf of Participating Class Members) and *Angeles College*'s Counsel.
The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

10 **5. HOW WILL I GET PAID?**

11 1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every
12 Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also
qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the
Individual PAGA Payment.

13 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual
14 PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every
15 Non-Participating Class Member).

16 **Your check will be sent to the same address as this Notice. If you change your address, be sure to**
17 **notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's**
contact information.

18 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

19 Submit a written and signed letter, email, or fax with your name, present address, telephone number, last
20 four digits of your social security number, and a simple statement that you do not want to participate in
the Settlement. The Administrator will exclude you based on any writing communicating your request
21 be excluded. Be sure to personally sign your request, identify the Action as *Simmonds vs. Angeles College,*
et al., Case No. 24STCV32991, and include your identifying information (full name, address, telephone
22 number, approximate dates of employment and social security number for verification purposes). You
must make the request yourself. If someone else makes the request for you, it will not be valid. **The**
23 **Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.**
Section 9 of the Notice has the Administrator's contact information.

24 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

25 Only Participating Class Members have the right to object to the Settlement. Before deciding whether
26 to object, you may wish to see what Plaintiff and *Angeles College* are asking the Court to approve. At
27 least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will
28 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the
proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating

(i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action as *Simmonds vs. Angeles College, et al.*, Case No. 24STCV32991 and include your name, current address, telephone number and approximate dates of employment for *Angeles College* and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department SS6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything *Angeles College* and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED] website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 24STCV32991. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

CLASS ADMIN INFO

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Zachary T. Chrzan

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.