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CAMBRIDGE COLLEGE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

KATRINA RAMOS, an individual, on behalf of  
herself, the State of California, as a private  
attorney general, and on behalf of all others  
similarly situated,

Plaintiff,

v.

CAMBRIDGE COLLEGE, a Massachusetts  
non-profit organization; and DOES 1 TO 50,

Defendants.

Case Number: CIVSB2112109

**SETTLEMENT AGREEMENT AND  
RELEASE OF CLASS ACTION**

## **SETTLEMENT AGREEMENT AND RELEASE OF CLASS ACTION**

This Settlement Agreement and Release of Class Action (“Settlement Agreement”) is made and entered into by: (1) Plaintiff Katrina Ramos (“Plaintiff”), individually and in her representative capacity on behalf of the Settlement Class, as defined below, and as a private attorney general on behalf of the State of California; and (2) Defendant Cambridge College (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties.” This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d), and (e), and is made for the sole purpose of attempting to consummate settlement of the action on a class-wide basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting final approval of this Settlement Agreement or the conditions precedent are not met for any reason, this Settlement Agreement is void and of no force or effect whatsoever.

### **1. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this definition section.

#### **1.1. ACTION**

“Action” shall mean the following civil action: *Katrina Ramos v. Cambridge College*, case number CIVSB2112109, filed on May 12, 2021, in the Superior Court of California for the County of San Bernardino. A First Amended Class Action and PAGA Representative Action Complaint was thereafter filed on July 1, 2021.

#### **1.2. ADMINISTRATIVE EXPENSES**

“Administrative Expenses” shall include all costs and expenses associated with and paid to the third-party settlement administrator, which are estimated not to exceed \$10,000.00.

#### **1.3. APPLICABLE WAGE ORDER**

“Applicable Wage Order” shall mean the California Industrial Welfare Commission (“IWC”) Wage Order applicable to the facts of this case, including IWC Wage Order 4-2001 and others that may be applicable.

1           **1.4. CLAIMS**

2           “Claims” shall mean the claims asserted in the Action.

3           **1.5. CLASS ATTORNEY FEES AND EXPENSES**

4           “Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount  
5 attributable to attorney fees and litigation expenses. The Parties agree that the fee portion of the Class  
6 Attorney Fees and Expenses shall be up to one-third of the Gross Settlement Amount (i.e., \$50,000.00),  
7 as approved by the Court, and the award of costs and expenses shall be up to an additional \$10,000.00.

8           **1.6. CLASS COUNSEL**

9           “Class Counsel” shall mean Jonathan Melmed and Laura Supanich of Melmed Law Group P.C.

10          **1.7. CLASS MEMBER**

11          “Class Member” shall mean any person who is a prospective member of the Settlement Class,  
12 or, if such person is incompetent or deceased, the person’s legal guardian, executor, heir, or successor-  
13 in-interest.

14          **1.8. CLASS NOTICE**

15          “Class Notice” shall mean the *Notice of Proposed Class Action Settlement*, as set forth in the  
16 form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to  
17 Class Members along with the Share Form.

18          **1.9. CLASS PARTICIPANTS**

19          “Class Participants” shall mean all Class Members who do not timely request exclusion from  
20 the Class Settlement.

21          **1.10. CLASS PERIOD**

22          “Class Period” shall mean the period from May 12, 2017, through the date of preliminary  
23 approval.

24          **1.11. CLASS REPRESENTATIVE**

25          “Class Representative” shall mean Plaintiff Katrina Ramos.

26          **1.12. CLASS SETTLEMENT**

27          “Class Settlement” shall mean the settlement embodied in this Settlement Agreement, which is  
28 subject to Court approval.

1           **1.13. COMPLAINT**

2           “Complaint” shall mean the currently-operative complaint in the Action.

3           **1.14. COURT**

4           “Court” shall mean the Superior Court of the County of San Bernardino.

5           **1.15. DEFENSE COUNSEL**

6           “Defense Counsel” shall mean the attorneys representing Defendant.

7           **1.16. EFFECTIVE DATE**

8           “Effective Date” shall be the date when all of the following events have occurred: **(a)** this  
9 Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;  
10 **(b)** the Court has given preliminary approval to the Class Settlement; **(c)** notice has been given to the  
11 Settlement Class providing them with an opportunity to request exclusion from the Class Settlement;  
12 **(d)** the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment  
13 certifying the Settlement Class and approving this Settlement Agreement; and **(e)** the later of the  
14 following events: **(i)** the expiration of the period for filing any appeal, writ, or other appellate  
15 proceeding opposing the Class Settlement has elapsed without any appeal, writ, or other appellate  
16 proceeding having been filed; **(ii)** the dismissal of any appeal, writ, or other appellate proceeding  
17 opposing the Class Settlement with no right to pursue further remedies or relief; or **(iii)** any appeal,  
18 writ, or the issuance of such other final appellate order upholding the Court’s final order with no right  
19 to pursue further remedies or relief. In the event no objections are filed, the Effective Date shall be  
20 after steps (a) through (d) are completed (i.e., the date that the court has entered a final order and  
21 judgment certifying the Settlement Class and approving this Settlement Agreement).

22           **1.17. EMPLOYEE’S TAXES AND REQUIRED WITHHOLDING**

23           “Employee’s Taxes and Required Withholding” shall mean the employee’s share of any and all  
24 applicable federal, state, or local payroll taxes, including those collected under authority of the Federal  
25 Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the State  
26 Unemployment Tax Act (SUTA) on the portion of any Class Participant’s Individual Settlement  
27 Amount that constitutes wages. The Employee’s Taxes and Required Withholdings will be withheld  
28 from and paid out of the Net Settlement Amount.

1                   **1.18. EMPLOYER’S TAXES**

2                   “Employer’s Taxes” shall mean and refer to Defendant’s share of payroll taxes (e.g.,  
3 Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is  
4 owed on the portion of any Class Participant’s Individual Settlement Amount that constitutes wages.  
5 The Employer’s Taxes shall be separately paid by Defendant and shall not be paid from the Gross  
6 Settlement Amount or Net Settlement Amount.

7                   **1.19. FINAL APPROVAL AND FAIRNESS HEARING**

8                   “Final Approval and Fairness Hearing” shall mean the final hearing held to ascertain the  
9 fairness, reasonableness, and adequacy of the Class Settlement.

10                   **1.20. GROSS SETTLEMENT AMOUNT**

11                   “Gross Settlement Amount” is the agreed upon non-reversionary settlement amount totaling  
12 \$150,000.00 to be paid by Defendant in full settlement of the Released Claims asserted in this case,  
13 inclusive of the Administrative Expenses, the Employee’s Taxes and Required Withholdings, the Class  
14 Attorney Fees and Expenses, the Incentive Award, and PAGA Payment. Defendant shall separately  
15 pay its share of the Employer’s Taxes in addition to the Gross Settlement Amount on the portion of  
16 each Individual Settlement Amount allocated as wages. The Gross Settlement Amount plus Employer’s  
17 Taxes is the maximum amount for which Defendant shall be liable, unless the escalator clause is  
18 triggered.

19                   **1.21. HEARING ON PRELIMINARY APPROVAL**

20                   “Hearing on Preliminary Approval” shall mean the hearing held on the motion for preliminary  
21 approval of the Class Settlement.

22                   **1.22. INCENTIVE AWARD**

23                   “Incentive Award” shall mean any additional monetary payment provided to the Class  
24 Representative for her efforts and risks on behalf of the Settlement Class in this Action, not to exceed  
25 \$7,500.00.  
26  
27  
28

1           **1.23. INDIVIDUAL SETTLEMENT AMOUNT**

2           “Individual Settlement Amount” shall mean the amount which is ultimately distributed to each  
3 Class Participant, less any Employee’s Taxes and Required Withholdings. The Individual Settlement  
4 Amount does not include any portion of the PAGA Payment.

5           **1.24. NET SETTLEMENT AMOUNT**

6           “Net Settlement Amount” shall mean the Gross Settlement Amount minus: Administrative  
7 Expenses; Class Attorney Fees and Expenses; 75% of the share of the Gross Settlement Amount  
8 allocated toward penalties pursuant to the Labor Code Private Attorney General Act of 2004  
9 (“PAGA”), codified at Labor Code sections 2698 through 2699.6, which are payable to the California  
10 Labor and Workforce Development Agency (“LWDA”); and Plaintiff’s Incentive Award.

11           **1.25. OPT OUT**

12           “Opt Out” shall refer to the process of submitting a timely and valid request for exclusion from  
13 the Class Settlement in accordance with the terms of the Class Notice and no later than the Response  
14 Deadline.

15           **1.26. OPT-OUTS**

16           “Opt-Outs” shall mean all persons who timely and validly request exclusion from the Class  
17 Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

18           **1.27. PAGA PAYMENT**

19           “PAGA Payment” shall mean the penalties pursuant to PAGA that the Parties have agreed is a  
20 reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is  
21 \$20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699  
22 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA and  
23 twenty-five percent (25%) (i.e., \$5,000.00) to the PAGA Settlement Class. Class Counsel shall give  
24 timely notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699,  
25 subdivision (l)(2).

26           **1.28. PAGA PERIOD**

27           “PAGA Period” shall mean the period from April 22, 2020, through the date of preliminary  
28 approval.

1                   **1.29. PAGA SETTLEMENT CLASS**

2                   “PAGA Settlement Class” shall mean all individuals who are or were employed as adjunct  
3 professors and/or instructors and/or in any other similar capacity by Defendant in California during the  
4 PAGA Period. Defendant represents that the PAGA Settlement Class consists of approximately 34  
5 employees that worked during the PAGA Period.

6                   **1.30. PRELIMINARY APPROVAL DATE**

7                   “Preliminary Approval Date” shall mean the date upon which the Court enters an order  
8 preliminarily approving this Settlement Agreement.

9                   **1.31. RELEASED CLAIMS**

10                  “Released Claims” shall mean all causes of action and factual or legal theories/allegations that  
11 were alleged in the operative complaint in this action and/or in the PAGA letter in support of this action,  
12 or that could have been brought in this action based on those same factual or legal theories/allegations,  
13 against the Released Parties. This Release includes, but is not limited to, claims for violation of Labor  
14 Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 1174, 1174.5, 1185, 1194, 1194.2,  
15 1197, 1197.1, 1198, 1199, 2802, 2698 et seq., and 2699 et seq.; IWC Wage Order 4-2001; Code of  
16 Regulations, Title 8, Section 11090; Business & Professions Code sections 17200-17208. This Release  
17 also includes, but is not limited to, the following claims for relief: (a) failure to pay wages, including  
18 minimum wages; (b) failure to authorize and permit rest breaks, and to properly provide premium; pay  
19 in lieu thereof; (c) improper and/or inaccurate wage statements and failure to provide wage statements;  
20 (d) waiting time penalties for untimely payment of wages at the conclusion of employment; (e) failure  
21 to reimburse business expenses; (f) unfair business practices; (g) civil penalties under the Private  
22 Attorneys General Act (“PAGA”); and (h) all damages, liquidated damages, penalties, restitution,  
23 attorneys’ fees, interest, and other amounts recoverable in connection with the above legal authorities  
24 and/or claims for relief under local, California, and federal law. The res judicata effect of the Judgment  
25 will be the same as that of the Release. Plaintiff may hereafter discover facts or legal arguments in  
26 addition to or different from those they now know or currently believe to be true with respect to the  
27 claims, causes of action and legal theories of recovery in this action which are the subject matter of the  
28 Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the

1 scope or definition of the Released Claims, and by virtue of this agreement, Plaintiff shall be deemed  
2 to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and  
3 forever settled and released all of the Released Claims against the Released Parties as defined in this  
4 agreement.

5 No other claims are released other than those claims specifically plead in the Complaint or  
6 otherwise specifically identified herein. This Settlement Agreement will not release any person, party,  
7 or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability  
8 benefits of any nature. Nor does it release any claims, actions, or causes of action which may be  
9 possessed by Class Members under state or federal discrimination statutes, including, without  
10 limitation, the California Fair Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh  
11 Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII of the Civil Rights Act of  
12 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the  
13 Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their  
14 implementing regulations and interpretive guidelines.

### 15 **1.32. RELEASED PARTIES**

16 “Released Parties” shall mean Defendant and all of Defendant’s past, present and/or future,  
17 direct and/or indirect, officers, directors, members, managers, employees, agents, representatives,  
18 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,  
19 affiliates, divisions, predecessors, successors, assigns, and joint venturers.

### 20 **1.33. RELEASING PARTIES**

21 “Releasing Parties” shall mean every Class Participant and all persons purporting to act on their  
22 behalf or purporting to assert a claim under or through them, including, but not limited to, their  
23 dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees,  
24 conservators, guardians, personal representatives, and successors-in-interest, whether individual, class,  
25 representative, legal, equitable, direct or indirect, or any other type or in any other capacity.  
26  
27  
28



1           **1.34. RESPONSE DEADLINE**

2           “Response Deadline” shall mean the date thirty (30) calendar days following the date on which  
3 the Settlement Administrator first mails Class Notice to the Class Members and the last day on which  
4 Class Members may submit a request for exclusion and/or objection to Class Settlement.

5           **1.35. SETTLEMENT ADMINISTRATOR**

6           “Settlement Administrator” shall mean CPT Group or ILYM Group, Inc. (or other administrator  
7 agreed on by the parties) which the Parties have agreed will be responsible for administration of the  
8 Class Settlement and related matters.

9           **1.36. SETTLEMENT CLASS**

10          “Settlement Class” shall mean all individuals who are or were employed by Defendant in  
11 California as adjunct professors and/or instructors and/or in any other similar capacity during the Class  
12 Period. Defendant represents that the Settlement Class consists of approximately 50 Class Members  
13 that worked a total of approximately 665 courses taught during the Class Period, up to and including  
14 the spring semester of 2022.

15          **1.37. SHARE FORM**

16          “Share Form” shall mean the *Class Action Settlement Share Form*, as set forth in the form of  
17 **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class  
18 Members along with the Class Notice.

19          **2. FACTUAL AND PROCEDURAL BACKGROUND**

20               **2.1. PLAINTIFF’S CLAIMS**

21          Plaintiff, individually and in her representative capacity on behalf of the Settlement Class, and  
22 as a private attorney general on behalf of the State of California, has alleged the following violations:

- 23          **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and  
24 1194.2, and the Applicable Wage Order; **(2)** failure to provide compliant rest periods and pay missed  
25 rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Order;  
26          **(3)** failure to maintain accurate employment records in violation of Labor Code section 1174;  
27          **(4)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210;  
28          **(5)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202,

1 and 203; **(6)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804;  
2 **(7)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226  
3 and 226.3; **(8)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing  
4 in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and  
5 **(9)** statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6).

## 6 **2.2. DISCOVERY, INVESTIGATION, RESEARCH, AND MEDIATION**

7 Class Counsel has conducted significant informal discovery during the prosecution of the  
8 Action. This discovery, investigation, and prosecution has included, among other things, **(a)** over a  
9 dozen telephonic conferences with Plaintiff; **(b)** inspection and analysis of hundreds of pages of  
10 documents and other information produced by Plaintiff and Defendant; **(c)** analysis of employment  
11 data from a sample of Class Members; **(d)** an analysis of the legal positions taken by Defendant;  
12 **(d)** investigation into the viability of class treatment of the claims asserted in the Action; **(e)** analysis  
13 of potential class-wide damages, including information sufficient to understand Defendant’s potential  
14 defenses to Plaintiff’s claims; **(f)** research of the applicable law with respect to the claims asserted in  
15 the Complaint and the potential defenses thereto; and **(g)** assembling and analyzing of data for  
16 calculating damages.

17 Class Counsel and the Class Representative have vigorously prosecuted this case, and  
18 Defendant has vigorously contested it. The Parties have engaged in sufficient investigation and  
19 discovery to assess the relative merits of the claims of the Class Representative and of the defenses to  
20 them. After such discovery, investigation, and prosecution, the Parties attended a full-day mediation  
21 with an experienced employment law mediator, which culminated in a settlement in principle, the terms  
22 of which are elaborated in this Settlement Agreement.

## 23 **2.3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF** 24 **CLASS SETTLEMENT**

25 The document and data exchange in this matter, as well as discussions between counsel, have  
26 been adequate to give the Class Representative and Class Counsel a sound understanding of the merits  
27 of their positions and to evaluate the value of the claims of the Settlement Class. The informal discovery  
28 conducted in this Action and the information exchanged by the Parties through pre-mediation

1 discussions are sufficient to reliably assess the merits of the Parties' respective positions and to  
2 compromise the issues on a fair and equitable basis.

3         The Class Representative and Class Counsel believe that the claims, causes of action,  
4 allegations, and contentions asserted in the Action have merit. However, the Class Representative and  
5 Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings  
6 necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel  
7 has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex  
8 actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential  
9 difficulty of obtaining certification of the Settlement Class as well as trying the claims of the class.  
10 Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims  
11 alleged in the Action.

12         The Class Representative and Class Counsel believe that the settlement set forth in this  
13 Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class and that an  
14 independent review of this Settlement Agreement by the Court in the approval process will confirm  
15 this conclusion. Based on their own independent investigation and evaluation, Class Counsel has  
16 determined that the settlement set forth in this Settlement Agreement is in the best interests of Plaintiff  
17 and the Class Members.

#### 18           **2.4. DEFENDANT'S DENIALS OF WRONGDOING AND LIABILITY**

19         Defendant has denied and continues to deny all allegations, claims, and contentions alleged by  
20 Plaintiff in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing  
21 or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the  
22 Action. Defendant contends that it complied with California and federal wage and hour laws and has  
23 dealt legally and fairly with Plaintiff and the Class Members.

24         Defendant further denies that, for any purpose other than settling this Action, these claims are  
25 appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further  
26 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be  
27 fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement  
28 Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendant's

1 respective businesses without further expensive litigation and the distraction and diversion of their  
2 personnel with respect to matters at issue in the Action. Defendant has also taken into account the  
3 uncertainty and risks inherent in any litigation, especially in complex cases such as the Action.  
4 Defendant has, therefore, determined that it is desirable and beneficial to it that the Action be settled  
5 in the manner and upon the terms and conditions set forth in this Settlement Agreement.

#### 6 **2.5. INTENT OF THE CLASS SETTLEMENT**

7 The Class Settlement set forth herein intends to achieve the following: **(1)** entry of an order  
8 approving the Class Settlement; **(2)** entry of judgment of the Action; **(3)** discharge of the Released  
9 Parties from liability for any and all of the Released Claims; and **(4)** discharge of Defendant from  
10 liability for any and all claims arising out of the Action.

### 11 **3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

12 For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the  
13 Parties agree to conditional class certification of the Settlement Class. Defense Counsel believes this  
14 conditional certification is appropriate because the Released Claims are being compromised without  
15 need to establish the elements of those claims on which liability turns. The certification of the  
16 Settlement Class shall not constitute, in this or any other proceeding, an admission of any kind by  
17 Defendant, including without limitation, that certification of a class for trial purposes is or would be  
18 warranted, appropriate or proper; or that Plaintiff could establish any of the requisite elements for class  
19 treatment of any of the claims in the Action.

20 In the event that the Settlement Agreement is not finally approved by the Court, a Final  
21 Effective Date is not achieved, or the Class Settlement is rejected, terminated, or otherwise rendered  
22 null and void as set forth herein, then certification of the Settlement Class shall be automatically  
23 vacated, shall be void *ab initio*, of no force or effect, and shall not constitute evidence or a binding  
24 determination that the requirements for certification of a class for trial purposes in this Action or in any  
25 other action which have been, are or can be, satisfied. Further, if the Agreement does not reach a Final  
26 Effective Date, Plaintiff agrees that Plaintiff will not argue, claim, reference, or otherwise raise any  
27 preliminary approval of the Settlement Class in connection with any later proceeding before the Court.  
28

1 **4. APPOINTMENT OF CLASS COUNSEL**

2 For purposes of this Settlement Agreement and subject to the Court’s approval, the Parties agree  
3 to the appointment of Class Counsel as counsel for the Settlement Class and the effectuation of the  
4 Class Settlement pursuant to this Settlement Agreement.

5 **5. CONSIDERATION**

6 **5.1. SETTLEMENT AMOUNT**

7 The Parties agree to settle this Action for the Gross Settlement Amount of \$150,000.00. There  
8 shall be no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in full. The Gross  
9 Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate  
10 consideration for the Class Settlement and will be made in full and final settlement of: the Released  
11 Claims, the Class Attorney Fees and Expenses, Administrative Expenses, the Incentive Award, the  
12 PAGA Payment (and any payments to individual PAGA Class Members resulting from the PAGA  
13 Payment), and any other obligation of Defendant under this Settlement Agreement (other than the  
14 Employer’s Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).

15 The Gross Settlement Amount of \$150,000.00, will be allocated as follows, explained in greater  
16 detail below:

17 The Administrative Expenses, estimated not to exceed \$10,000.00;

18 Class Counsel’s attorney fees not to exceed \$50,000.00;

19 Class Counsel’s litigation costs and expenses not to exceed \$10,000.00;

20 The Incentive Award, not to exceed \$7,500.00; and

21 PAGA Payment to LWDA of \$15,000.00.

22 **5.2. DISTRIBUTION OF SETTLEMENT AMOUNT**

23 **5.2.1. INCENTIVE AWARD FOR PLAINTIFF**

24 Plaintiff may petition the Court to approve an Incentive Award in an amount not to exceed  
25 \$7,500.00 for Katrina Ramos to acknowledge her efforts on behalf of the Settlement Class in this  
26 Action, including assisting in the investigation and consulting with Class Counsel and providing crucial  
27 documents to Class Counsel. Defendant shall not oppose any request by Plaintiff for an Incentive  
28 Award in such an amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from

1 the Gross Settlement Amount and shall be in addition to any distribution to which she may otherwise  
2 be entitled as a Class Participant. Any Incentive Award approved by the Court shall not be considered  
3 wages, and the Settlement Administrator shall issue to Plaintiff an IRS Form 1099 reflecting such  
4 payment. Plaintiff shall be responsible for the payment of all taxes with respect to any Incentive Award  
5 approved by the Court and shall hold Defendant harmless from all liability with regard thereto. Even  
6 in the event that the Court reduces or does not approve the Incentive Award, Plaintiff and Class Counsel  
7 shall not have the right to terminate or void this Settlement Agreement.

#### 8 **5.2.2. PAYMENT TO CLASS PARTICIPANTS**

9 Each Class Participant shall be eligible to receive payment of the Individual Settlement  
10 Amount, which is a share of the Net Settlement Amount based on the pro rata number of courses taught  
11 by the Class Members during the Class Period as a proportion of all courses taught by all Class  
12 Members. Each Class Participant, including Plaintiff, shall be responsible for the payment of the  
13 Employee's Taxes and Required Withholding with respect to his or her Individual Settlement Amount  
14 and shall hold Defendant harmless from any and all liability with regard thereto.

15 For the purpose of calculating Employee's Taxes and Required Withholding for the Individual  
16 Settlement Amounts for Class Participants (including any payments to the Class Representative but  
17 exclusive of her Incentive Award), the Parties agree that 20% of each Individual Settlement Amount  
18 shall constitute payment in the form of wages (and each Class Participant will be issued an IRS Form  
19 W-2 for such payment to him or her), and 80% of each Individual Settlement Amount shall constitute  
20 penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment  
21 to him or her). Prior to final distribution, the Settlement Administrator shall calculate the total  
22 Employee's Taxes and Required Withholding due as a result of the wage portion of Class Participants'  
23 anticipated Individual Settlement Amounts and such actual amount will be deducted from the Net  
24 Settlement Amount. Additionally, prior to the funding of the Gross Settlement Amount and final  
25 distribution, the Settlement Administrator shall calculate the total Employer's Taxes due on the wage  
26 portion of the Class Participants' Individual Settlement Amounts and issue instructions to Defendant  
27 to separately fund these tax obligations/withholdings. The Parties understand that Plaintiff and the  
28

1 Class Participants who receive any payment pursuant to this Settlement Agreement shall be solely  
2 responsible for all other individual tax obligations.

### 3 **5.2.3. PAYMENT TO PAGA SETTLEMENT CLASS**

4 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA  
5 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have  
6 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which  
7 is \$20,000.00. The PAGA Payment must be approved by the Court pursuant to Labor Code section  
8 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA  
9 and twenty-five percent (25%) (i.e., \$5,000.00) to the PAGA Settlement Class. The portion of the  
10 PAGA Payment allocated to the PAGA Settlement Class shall be distributed to the PAGA Settlement  
11 Class based on the pro rata number of pay periods worked by each particular PAGA Settlement Class  
12 member during the PAGA Period as a proportion of all pay periods worked by all members of the  
13 PAGA Settlement Class. In the event an increase to the PAGA Payment is required for approval by the  
14 Court, such increase shall come from the Gross Settlement Amount. In no event shall Defendant be  
15 required to increase the Gross Settlement Amount to cover any increase to the PAGA Payment.

16 With respect to the PAGA Payment and any payments made to individual members of the  
17 PAGA Settlement Class, all such payments shall be treated as payments owing for penalties and interest  
18 thereon and shall not be considered wages. The Settlement Administrator shall issue to members of the  
19 PAGA Settlement Class an IRS Form 1099 reflecting such payment. Members of the PAGA Settlement  
20 Class shall be solely responsible for the payment of all taxes with respect to any PAGA payments made  
21 to them.

### 22 **5.3. NO EFFECT ON EMPLOYEE BENEFIT PLANS**

23 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any  
24 previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus  
25 program sponsored by Defendant. Such amounts will not form the basis for additional contributions to,  
26 benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies,  
27 or bonus programs. The payments made under the terms of this Settlement Agreement shall not be  
28 applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other

1 form of compensation for the purposes of any of Defendant's benefit plan, policy, or bonus program.  
2 Defendant retains the right to modify the language of its benefits plans, policies, and bonus programs  
3 to reflect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are  
4 not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined  
5 by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual, or  
6 any other purpose, and that additional contributions or benefits are not required by this Settlement  
7 Agreement. Defendant does not consider the Class Settlement payments "compensation" for purposes  
8 of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs,  
9 or any other plan sponsored by Defendant.

### 10 **5.3.1. CLASS ATTORNEY FEES AND EXPENSES**

11 As part of the motion for final approval of the Class Settlement, Class Counsel may apply for  
12 an award of Class Attorney Fees and Expenses with the fee portion not to exceed one-third of the Gross  
13 Settlement Amount (i.e., \$50,000.00) and the award of costs and expenses up to an additional  
14 \$10,000.00. Defendant agrees to not object to any such fee, cost, or expense application in those  
15 amounts.

16 As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the  
17 manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall  
18 be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall  
19 not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for  
20 Class Attorney Fees and Expenses or the Court's award of Class Attorney Fees and Expenses is less  
21 than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class  
22 Attorney Fees and Expenses awarded. Even in the event that the Court reduces or does not approve  
23 the requested Class Attorney Fees and Expenses, Plaintiff and Class Counsel shall not have the right  
24 to terminate or void this Settlement Agreement.

25 The Class Attorney Fees and Expenses approved by the Court shall reflect: **(a)** all work  
26 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to  
27 represent the Settlement Class through the date of this Settlement Agreement; **(b)** all work to be  
28 performed and costs to be incurred in connection with approval by the Court of the Class Settlement;



1 (c) all work to be performed and costs and expenses, if any, incurred in connection with administering  
2 the Class Settlement through the Effective Date and dismissal of the Action with prejudice; and (d) may  
3 be based on the “catalyst theory” and/or the “common fund doctrine.”

#### 4 **5.3.2. SETTLEMENT ADMINISTRATION COSTS AND EXPENSES**

5 All costs and expenses due to the Settlement Administrator in connection with its administration  
6 of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class  
7 Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment  
8 payable to the LWDA, distributing the portion of the PAGA Payment payable to the members of the  
9 PAGA Settlement Class, and calculating, administering and distributing Individual Settlement  
10 Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement  
11 Amount, and is not expected to exceed \$10,000.00. Prior to the calculation and distribution of the  
12 Individual Settlement Amounts, the Settlement Administrator shall calculate the total Administrative  
13 Expenses through the conclusion of their services and such actual amount will be deducted from the  
14 Gross Settlement Amount prior to the final calculation of the Individual Settlement Amounts.

#### 15 **5.4. NON-CASHED SETTLEMENT CHECKS**

16 Any funds associated with checks that have not been cashed within one hundred eighty (180)  
17 days, will become void and the Individual Settlement Amount associated with the uncashed check will  
18 be remitted pursuant to Code of Civil Procedure section 384 to the California State Controller for  
19 deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed. For  
20 the purposes of determining whether Defendant has met their financial obligation to pay the Individual  
21 Settlement Payment, Defendant will be deemed to have fulfilled its obligation upon the mailing of the  
22 check to the Class Member, regardless of whether such Class Member subsequently negotiates the  
23 check.

#### 24 **5.5. PAYMENT BY DEFENDANT**

25 Defendant shall deposit the Gross Settlement Amount in a lump sum payment plus the  
26 employer-side payroll taxes to the Settlement Administrator within thirty (30) days of the Effective  
27 Date. In no event shall Defendant be obligated to pay or deposit with the Settlement Administrator  
28 more than \$150,000.00 plus the Employer’s Taxes, except where the Escalator Provision is triggered.

1 **6. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION**

2 **6.1. SETTLEMENT ADMINISTRATOR DUTIES**

3 The Settlement Administrator will be responsible for: mailing the Class Notice and Share Form  
4 (**Exhibit 1** and **Exhibit 2**, respectively) to Class Members; posting notice of entry of final order and  
5 judgment certifying the Class Settlement and approving this Settlement Agreement; handling inquiries  
6 from Class Members concerning the Class Notice; determining Individual Settlement Amounts;  
7 determining individual payments to members of the PAGA Settlement Class; maintaining the  
8 settlement funds in an appropriate interest-bearing account; preparing, administrating, and distributing  
9 Individual Settlement Amounts to Class Participants; preparing, administrating, and distributing  
10 individual payments to members of the PAGA Settlement Class; distributing the portion of the PAGA  
11 Payment payable to the LWDA; issuing a final report and performing such other duties as the Parties  
12 may direct. Additionally, the Settlement Administrator will handle all tax document preparation and  
13 reporting, including state and federal tax forms, if any.

14 **6.1.1. REPORTING TO THE PARTIES**

15 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and  
16 Defense Counsel with summary information updating them as to the number of validated and timely  
17 objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and  
18 Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no  
19 later than seven (7) calendar days after their receipt. The Settlement Administrator will provide Class  
20 Counsel with proof of mailing of the Class Notice, without listing individual Class Member names  
21 which the Settlement Administrator will file with the Court at the time Class Counsel files its motion  
22 in support of the Court's Final Approval and Fairness Hearing.

23 No later than seven (7) calendar days prior to the Final Approval and Fairness Hearing, the  
24 Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a report with  
25 summary information regarding: **(a)** the total amount of final Individual Settlement Amounts of each  
26 Class Participant, without any identifying personal information; **(b)** the number of Class Participants  
27 to receive such payments, and **(c)** the final number of Opt-Outs and objections.

### 6.1.2. PROCESSING OF DATA PROVIDED BY DEFENDANT

1  
2 Within fourteen (14) days after the Preliminary Approval Date, Defendant shall provide the  
3 Settlement Administrator with an updated list of Class Members and members of the PAGA Settlement  
4 Class containing names, social security numbers, dates of employment, last-known addresses, phone  
5 numbers, and the courses taught during the Class Period (the “Database”). The Database shall be  
6 marked “Confidential – Settlement Administrator’s Eyes Only.” Class Counsel shall not receive a copy  
7 of this list. The Settlement Administrator shall use the Database to determine the number of courses  
8 taught by each Class Member, each Class Member’s respective share of the Net Settlement Amount,  
9 and the number of pay periods worked by each member of the PAGA Settlement Class. The Settlement  
10 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values  
11 provided in Section 5.2 prior to sending Notice to the Class Members.

12 Defendant will provide the Settlement Administrator with any information reasonably  
13 necessary to perform the calculations required under this Settlement Agreement. Defendant shall have  
14 no responsibility for deciding the validity of the of the Individual Settlement Amounts, the individual  
15 payment amounts allocated to each member of the PAGA Settlement Class, or any other payments  
16 made pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the  
17 determination or payment of Employee’s Taxes and Required Withholding, and shall have no liability  
18 for any errors made with respect to such Employee’s Taxes and Required Withholding.

### 6.1.3. MAILING OF THE NOTICE

19 Within fourteen (14) calendars days of receiving the Database from Defendant, the Settlement  
20 Administrator shall determine the number of courses taught by each Class Member and each Class  
21 Member’s estimated share of the Net Settlement Amount, populate the data for each Class Member  
22 accordingly, and send each Class Member the Class Notice via first-class, United States mail. The  
23 Class Notice shall also contain an easily-understood statement detailing the terms of the Class  
24 Settlement and alerting the Class Members that, unless they elect to Opt Out of the Class Settlement,  
25 the Class Member is releasing and waiving all Released Claims against the Released Parties.

26 Class Members may dispute their courses taught if they believe they taught more courses in the  
27 Class Period than Defendant’s records show by submitting information to the Settlement Administrator  
28

1 no later than thirty (30) calendar days after being mailed the Class Notice and Share Form by the  
2 Settlement Administrator, which is the defined Response Deadline. The Settlement Administrator will  
3 jointly work with Plaintiff and Defendant to resolve the dispute in good faith. If Plaintiff and Defendant  
4 cannot agree over the courses to be credited, the Settlement Administrator shall make the final decision  
5 based on the information presented by the Class Member and Defendant.

#### 6 **6.1.4. RE-MAILING OF RETURNED NOTICES**

7 In the event that, prior to the Response Deadline, any Class Notice mailed to a Class Member  
8 is returned as having been undelivered by the United States Postal Service, the Settlement  
9 Administrator shall perform a skip trace search and seek an address correction for such Class Members,  
10 and a second Class Notice will be sent to any new or different address obtained. Such Class Members  
11 shall have an additional fourteen (14) calendar days from the date of the mailing of the second Class  
12 Notice in which to dispute their number of courses taught or Opt Out if the Response Deadline would  
13 have otherwise passed prior to fourteen (14) calendar days from the date of the mailing of the second  
14 Class Notice.

#### 15 **6.1.5. TAX PAYMENTS AND REPORTING**

16 The Settlement Administrator shall be responsible for paying all federal, state, and local payroll  
17 and income taxes, and for documenting and requesting reimbursement from Defendant for the  
18 Employers' Taxes. Appropriate tax withholding shall be deducted from each Individual Settlement  
19 Amount.

20 The Settlement Administrator shall issue an IRS Form W-2 to each Class Participant for the  
21 portion of the Individual Settlement Amount that is designated as wages, as necessary. The Settlement  
22 Administrator shall issue an IRS Form 1099 to each Class Participant for the portion of the Individual  
23 Settlement Amount that is not designated as wages, as necessary. The Settlement Administrator shall  
24 also issue an IRS Form 1099 to each member of the PAGA Settlement Class for the portion of the  
25 PAGA Payment allocated to and received by them, as necessary. The Settlement Administrator shall  
26 issue an IRS Form 1099 to Plaintiff for her Enhancement Award and an IRS Form 1099 to Class  
27 Counsel for their award of attorneys' fees and costs.  
28

1 The Settlement Administrator shall file with the California Employment Development  
2 Department (“EDD”) the required reports of Personal Income Tax (“PIT”) wages withheld from the  
3 Individual Settlement Payments, as well as the amounts to be paid as Unemployment Insurance (“UI”),  
4 Employment Training Tax (“ETT”), and State Disability Insurance (“SDI”). The Settlement  
5 Administrator will request from Defendant, and Defendant will reasonably provide, the information  
6 needed to prepare and file such reports.

## 7 **6.2. OPT OUT PROCEDURE**

8 Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate  
9 in the Class Settlement and shall become Class Participants without having to submit a claim form or  
10 take any other action. To Opt Out of the Class Settlement, the Class Member must submit a letter or  
11 postcard to the Settlement Administrator by the Response Deadline. The Opt Out request must state  
12 the Class Member’s name, address, telephone number, and signature. The Opt Out request should state  
13 something to the effect of:

14 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *KATRINA*  
15 *RAMOS V. CAMBRIDGE COLLEGE* LAWSUIT. I UNDERSTAND THAT IF I ASK  
16 TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE  
17 ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL  
18 NOT BE RELEASING ANY CLAIMS I MIGHT HAVE.”

19  
20 Any Opt Out request that is not postmarked by the Response Deadline will be invalid.

21 It will be presumed that, if an envelope containing the Class Notice has not been returned as  
22 having been undelivered within twenty-eight (28) calendar days of the mailing, the Class Member  
23 received the Class Notice. At least seven (7) calendar days prior to the Final Approval and Fairness  
24 Hearing, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a  
25 Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the Class Notice and  
26 its attempts to locate Class Members. The declaration shall specify the number of Class Members to  
27 whom the Class Notice was sent and the number of Class Members to whom the Class Notice was not  
28

1 delivered, as well as information relating to the number of Opt-Outs and objectors, if any. Class  
2 Counsel shall file this declaration with the Court.

3 If the Settlement Administrator determines that an Opt Out request returned by a Class Member  
4 before the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency  
5 letter to that Class Member identifying the problem. If a Class Member submits both a dispute and an  
6 Opt Out request, the Settlement Administrator shall make reasonable attempts to clarify as if the Opt  
7 Out request were deficient. If the Class Member fails to cure the deficiency, the Opt Out request shall  
8 be disregarded and the claim will be paid, and the Class Member will become bound by the judgment.

9 A request to Opt Out of the Class Settlement shall *not* serve to exclude the Class Member from  
10 participation in the PAGA Settlement Class. Opt-Outs shall still be entitled to their share of the PAGA  
11 Payment. Class Members who are also members of the PAGA Settlement Class shall have no right or  
12 ability to opt out of the portion of this Settlement Agreement releasing PAGA claims.

### 13 **6.3. OBJECTION PROCEDURE**

14 The Class Notice shall inform the Class Members of their right to object to the Class Settlement.  
15 Any Class Member who wishes to object to the Class Settlement may submit a written objection to the  
16 Settlement Administrator no later than the Response Deadline. Only Class Participants may object to  
17 the Settlement. The objection should include the case name and number and must set forth, in clear and  
18 concise terms, a statement of the reasons why the objector believes that the Court should find that the  
19 proposed Class Settlement is not in the best interest of the Settlement Class and the reasons why the  
20 Class Settlement should not be approved, including the legal and factual arguments supporting the  
21 objection. If an objector also wishes to appear at the Final Approval and Fairness Hearing, in person  
22 or through an attorney, they may do so. The Settlement Administrator will promptly serve copies of  
23 any objection or notice of intention to appear on Class Counsel and Defense Counsel. Class Members  
24 wishing to make an objection may appear at the Final Approval and Fairness Hearing, either in person  
25 or through a lawyer retained at their own expense.

### 26 **6.4. NOTICE OF FINAL JUDGMENT**

27 Within ten (10) calendar days after the Court has held a Final and Fairness Approval Hearing  
28 and entered a final order certifying the Class for settlement purposes only and approving the Class

1 Settlement, the Settlement Administrator will give notice of judgment to Class Members pursuant to  
2 rule 3.771(b) of the California Rules of Court, by posting a copy of said order and final judgment on  
3 its website at a web address to be included in the Class Notice.

#### 4 **6.5. TIMING FOR PAYMENT AND DISTRIBUTION OF CLASS SETTLEMENT**

5 The Settlement Administrator shall make every effort to mail to each Class Participant their  
6 Individual Settlement Amount and their portion of the PAGA Payment by first-class United States mail  
7 to the last-known address no later than twenty-one (21) calendar days after the Effective Date. If the  
8 Settlement Administrator is not able to do so within the time period set forth above, it shall so inform  
9 Class Counsel and Defense Counsel and provide an approximate date by which such amounts will be  
10 mailed. Under no circumstances shall the Settlement Administrator distribute checks to Class  
11 Participants until all Individual Settlement Amounts and PAGA Payments have been considered,  
12 calculated, and accounted for, and all of the remaining monetary obligations have been calculated and  
13 accounted for.

14 Within one hundred twenty (120) calendar days of mailing the Individual Settlement Amounts  
15 to Class Participants, the Settlement Administrator shall file with the Court and provide to Class  
16 Counsel a declaration of payment. In the event that any Class Participant is deceased, payment shall be  
17 made payable to the estate of that Class Member and delivered to the executor or administrator of that  
18 estate, unless the Settlement Administrator has received an affidavit or declaration pursuant to  
19 California Probate Code section 13101, in which case payment shall be made to the affiant(s) or  
20 declarant(s).

##### 21 **6.5.1. CALCULATION OF THE INDIVIDUAL SETTLEMENT 22 AMOUNTS FOR CLASS PARTICIPANTS**

23 Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net  
24 Settlement Amount. Prior to final distribution, the Settlement Administrator shall recalculate the final  
25 Net Settlement Amount based on the actual distributions identified in Section 5.2 as approved by the  
26 Court. The portion of the Net Settlement Amount shall be distributed pro rata on a “checks cashed”  
27 basis based on the proportional number of courses taught by each Class Member during the Class  
28 Period.

1 Although the Settlement Administrator will calculate and pay the standard Employee's Taxes  
2 and Required Withholding on the portion of the Individual Settlement Amounts constituting wages on  
3 their behalf, Plaintiff and Class Participants represent and understand that they shall be solely  
4 responsible for any and all tax obligation associated with their respective Individual Settlement  
5 Amounts and Incentive Awards.

6 **6.5.2. CALCULATION OF THE PAYMENTS FOR INDIVIDUAL**  
7 **MEMBERS OF THE PAGA SETTLEMENT CLASS**

8 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA  
9 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have  
10 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which  
11 is \$20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section  
12 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA  
13 and twenty-five percent (25%) (i.e., \$5,000.00) to the PAGA Settlement Class.

14 The portion of the PAGA Payment allocated to the PAGA Settlement Class shall be distributed  
15 to the PAGA Settlement Class based on the pro rata number of pay periods worked by each particular  
16 PAGA Settlement Class member during the PAGA Period as a proportion of all pay periods worked  
17 by all PAGA Settlement Class members during the PAGA Period. Each member of the PAGA  
18 Settlement Class, including Plaintiff, shall be responsible for the payment of the Employee's Taxes and  
19 Required Withholding with respect to their share of the PAGA Payment and shall hold Defendant  
20 harmless from any and all liability with regard thereto.

21 The members of the PAGA Settlement Class shall be solely responsible for any and all tax  
22 obligation associated with their respective shares of the PAGA Payment.

23 **6.6. TIME FOR PAYMENT OF ATTORNEY FEES AND EXPENSES**

24 The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses  
25 approved by the Court no later than twenty-one (21) calendar days after the Effective Date.

26 **6.7. TIME FOR PAYMENT OF INCENTIVE AWARD**

27 The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved by the  
28 Court no later than twenty-one (21) calendar days after the Effective Date.



1           **6.8. TIME FOR PAYMENT OF PAGA PAYMENT TO THE LWDA**

2           The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment  
3 due to it and approved by the Court no later than twenty-one (21) calendar days after the Effective  
4 Date.

5           **6.9. TIME FOR PAYMENT OF TAXES AND REQUIRED WITHHOLDING**

6           The Settlement Administrator shall make every effort to pay the Employee's Taxes and  
7 Required Withholding associated with each Class Participant's Individual Settlement Amount no later  
8 than twenty-one (21) calendar days after the Effective Date. If the Settlement Administrator is not able  
9 to do so within the time period set forth above, it shall so inform Class Counsel and Defense Counsel  
10 and provide an approximate date by which the Employee's Taxes and Required Withholding shall be  
11 paid.

12           **6.10. DISPUTES REGARDING CLASS MEMBER COURSES DATA OR PAYMENT**  
13           **OF INDIVIDUAL SETTLEMENT SHARES**

14           Class Member courses and the corresponding Individual Settlement Amount shall be calculated  
15 using the employment and payroll records of Defendant, which presumptively shall be deemed to be  
16 full, complete, and accurate for purposes of this Settlement Agreement. To overcome that presumption,  
17 any Class Member objecting to the accuracy of the number of courses or amount of the Individual  
18 Settlement Amount must submit documentary evidence, such as pay stubs or other written employment  
19 records, to the Settlement Administrator. Each Class Member may dispute the number of Courses or  
20 their estimated Individual Settlement Amount contained on their Class Notice ("Courses Dispute").  
21 Any such Courses Dispute must be mailed or faxed to the Settlement Administrator by the Class  
22 Member, postmarked or fax-stamped on or before the Response Deadline. The Settlement  
23 Administrator shall immediately provide copies of all disputes to counsel for Defendant, shall inform  
24 Class Counsel of the dispute without disclosing the identity of the Class Member making the dispute,  
25 and shall immediately attempt to resolve all such disputes directly with relevant Class Members with  
26 the assistance of Defendant, Defense Counsel, and Class Counsel. If the dispute cannot be resolved, it  
27 shall be submitted to the Settlement Administrator for its final, non-appealable decision. The  
28 Settlement Administrator shall use its best efforts to resolve all such disputes prior to the Effective

1 Date. If, however, a dispute arises or is not resolved until after the Settlement Amount has been  
2 distributed, the initial calculation shall stand (as Defendant shall be under no obligation to pay any  
3 amounts in excess of the Gross Settlement Amount under this Settlement Agreement).

## 4 **7. OF THIS SETTLEMENT AGREEMENT**

### 5 **7.1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT**

6 The Class Settlement and conditional class certification shall be considered null and void, and  
7 neither the Class Settlement, conditional class certification, nor any of the related negotiations or  
8 proceedings, shall be of any force or effect, and all Parties to the Class Settlement shall stand in the  
9 same position, without prejudice, as if the Class Settlement had been neither entered into nor filed with  
10 the Court, if any of the following occur: **(a)** the Court should for any reason fail to approve this  
11 Settlement Agreement in the form agreed to by the Parties; **(b)** the Court should for any reason fail to  
12 enter a judgment with prejudice of the Action, or **(c)** the approval of the Class Settlement and judgment  
13 is reversed, materially modified, or declared or rendered void.

14 Notwithstanding the foregoing, to the extent the Court does not approve this Settlement  
15 Agreement, or any term or Exhibit contained herein, and instead allows the Parties to amend this  
16 Settlement Agreement, the Parties agree to cooperate in good faith to amend the Settlement Agreement  
17 in accordance with the Court's direction, and to retain all other terms of the Settlement Agreement that  
18 the Court approves.

### 19 **7.2. DEFENDANT'S RIGHT TO VOID CLASS SETTLEMENT**

20 If 10% or more members of the Settlement Class timely submit opt out requests, Defendant  
21 shall have the right, in its sole discretion (but not the obligation), to revoke the settlement and its  
22 stipulation to class certification prior to the final fairness hearing. Class Counsel and Plaintiff agree not  
23 to oppose any application by Defendant and/or its counsel that is consistent with this paragraph.  
24 Defendant shall make its election within fourteen (14) calendar days of receipt from the Settlement  
25 Administrator of the total percentage of opt outs.

### 26 **7.3. ESCALATOR PROVISION**

27 In the event it is determined that the actual number of total courses taught by the Settlement  
28 Class member from May 12, 2017, through the date of preliminary approval exceeds "665" courses by

1 more than 10% greater than this figure (i.e., if there are "732" or more courses), Defendant agrees to  
2 increase the GSA on a proportional basis only for those courses above the 732. For example, if there is  
3 an increase of courses by 11%, making the total, "738.15", Defendant would have to pay 1% (11%  
4 minus the 10% grace amount) additional in GSA, i.e., an additional \$1,500.

#### 5 **7.4. INVALIDATION**

6 Invalidation of any material portion of this Settlement Agreement shall invalidate the Class  
7 Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions  
8 of the Class Settlement are to remain in full force and effect.

#### 9 **7.5. STAY ON APPEAL**

10 In the event of a timely appeal from the approval of the Class Settlement and judgment, the  
11 judgment shall be stayed, and Defendant shall not be obligated to fund the Gross Settlement Amount  
12 or take any other actions required by this Settlement Agreement until all appeal rights have been  
13 exhausted by operation of law.

### 14 **8. MOTIONS FOR COURT APPROVAL**

#### 15 **8.1. PRELIMINARY APPROVAL**

16 As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit  
17 this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class  
18 Settlement and all necessary supporting documents. Each party shall cooperate to present the Class  
19 Settlement to the Court for preliminary approval in a timely fashion.

#### 20 **8.2. FINAL APPROVAL**

21 The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval  
22 and Fairness Hearing, Plaintiff shall move the Court for the entry of the final order certifying the  
23 Settlement Class for settlement purposes only and approving the Class Settlement as being fair,  
24 reasonable, and adequate to the Class Participants within the meaning of California Rules of Court,  
25 Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action consistent  
26 with the terms of the Class Settlement and rule 3.769, subdivision (h), of the California Rules of Court.  
27 Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may  
28 be required for the Court's determination.

1    **9.       RELEASES AND WAIVERS**

2       **9.1.     RELEASE OF CLAIMS BY THE SETTLEMENT CLASS**

3           Upon the Effective Date, the Releasing Parties shall be deemed to each release the Released  
4 Parties, and each of them, of and from any and all Released Claims arising during the Class Period. It  
5 is the desire of the Parties and the Releasing Parties to fully, finally, and forever settle, compromise,  
6 and discharge the Released Claims. Each of the Releasing Parties, including each Class Participant,  
7 will be bound by the release of Released Claims as a result of the Class Settlement and to the terms of  
8 the final judgment and the satisfaction of such judgment.

9           Class Participants will be deemed to have acknowledged and agreed that their claims for wages  
10 and/or penalties in the Action are disputed, and that their Individual Settlement Amount constitutes  
11 payment of all sums allegedly due to them. Class Participants will be deemed to have acknowledged  
12 and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement  
13 Amount. That section provides in pertinent part as follows:

14                   “An employer shall not require the execution of a release of a claim or right on account  
15                   of wages due, or to become due, or made as an advance on wages to be earned, unless  
16                   payment of those wages has been made.”

17  
18       **9.2.     RELEASE OF CLAIMS BY PLAINTIFF**

19           Plaintiff, on behalf of herself and her dependents, heirs and assigns, beneficiaries, devisees,  
20 legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives,  
21 and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect,  
22 or any other type or in any other capacity, shall and does hereby forever release, discharge and agree  
23 to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities,  
24 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,  
25 demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at  
26 law or in equity, which she may now have or may have after the signing of this Settlement Agreement,  
27 arising out of or in any way connected with her employment with Defendant including, the Released  
28 Claims, claims that were asserted or could have been asserted in the Complaint, and any and all

1 transactions, occurrences, or matters between the Parties occurring prior to the date this Settlement  
2 Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include,  
3 but not be limited to, any and all claims under: **(a)** the Americans with Disabilities Act; **(b)** Title VII  
4 of the Civil Rights Act of 1964; **(c)** the Civil Rights Act of 1991; **(d)** 42 U.S.C. § 1981; **(e)** the Age  
5 Discrimination in Employment Act; **(f)** the Fair Labor Standards Act; **(g)** the Equal Pay Act; **(h)** the  
6 Employee Retirement Income Security Act, as amended; **(i)** the Consolidated Omnibus Budget  
7 Reconciliation Act; **(j)** the Rehabilitation Act of 1973; **(k)** the Family and Medical Leave Act; **(l)** the  
8 Civil Rights Act of 1966; **(m)** the California Fair Employment and Housing Act; **(n)** the California  
9 Constitution; **(o)** the California Labor Code; **(p)** the California Government Code; **(q)** the California  
10 Civil Code; and **(r)** any and all other federal, state, and local statutes, ordinances, regulations, rules,  
11 and other laws, and any and all claims based on constitutional, statutory, common law, or regulatory  
12 grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of  
13 contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of  
14 emotional distress, negligent infliction of emotional distress, or damages under any other federal, state,  
15 or local statutes, ordinances, regulations, rules, or laws. This release is for any and all relief, no matter  
16 how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses,  
17 compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain  
18 and suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees  
19 to hold harmless Defendant and the Released Parties from any and all claims for attorney fees and costs  
20 arising out of the matters released in this Settlement Agreement.

21 Plaintiff specifically acknowledges that she is aware of and familiar with the provisions of  
22 California Civil Code section 1542, which provides as follows:

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

3  
4 Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and  
5 relinquishes all rights and benefits she may have under section 1542 as well as any other statutes or  
6 common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or  
7 different from those which she now knows or believes to be true with respect to the subject matter of  
8 all the claims referenced herein, but agrees that, upon the Effective Date, Plaintiff shall and hereby  
9 does fully, finally, and forever settle and release any and all claims against the Released Parties, known  
10 or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have  
11 been asserted upon any theory of law or equity without regard to the subsequent discovery of existence  
12 of such different or additional facts.

### 13 **9.3. CIRCULAR 230 DISCLAIMER**

14 Each party to this Settlement Agreement (for purposes of this section, the “Acknowledging  
15 Party”; and each party to this Agreement other than the Acknowledging Party, an “Other Party”)  
16 acknowledges and agrees that **(1)** no provision of this Settlement Agreement, and no written  
17 communication or disclosure between or among the parties or their attorneys and other advisers, is or  
18 was intended to be, nor shall any such communication or disclosure constitute or be construed or be  
19 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31  
20 C.F.R. Part 10); **(2)** the Acknowledging Party **(a)** has relied exclusively upon her or its own  
21 independent legal and tax advisers for advice (including tax advice) in connection with this Settlement  
22 Agreement, **(b)** has not entered into this Settlement Agreement based upon the recommendation of any  
23 other party or any attorney or advisor to any other party, and **(c)** is not entitled to rely upon any  
24 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that  
25 may be imposed on the Acknowledging Party; and **(3)** no attorney or adviser to any other party has  
26 imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies  
27 (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party  
28

1 of the tax treatment or tax structure of any transaction, including any transaction contemplated by this  
2 Settlement Agreement.

3 **10. DUTIES OF THE PARTIES**

4 **10.1. MUTUAL FULL COOPERATION**

5 The Parties agree to cooperate fully with one another to accomplish and implement the terms  
6 of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such  
7 other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms  
8 of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated  
9 by this Settlement Agreement and any other efforts that may become necessary by court order or  
10 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable  
11 after execution of this Settlement Agreement, Class Counsel, with the cooperation of Defendant and  
12 Defense Counsel, shall take all necessary and reasonable steps to secure the Court's preliminary and  
13 final approval of this Settlement Agreement.

14 **10.2. DUTY TO SUPPORT AND DEFEND THE CLASS SETTLEMENT**

15 The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to  
16 support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any  
17 legal challenge, whether by appeal or collateral attack.

18 **10.3. DUTIES PRIOR TO COURT APPROVAL**

19 Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary  
20 approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly  
21 upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of a  
22 preliminary order scheduling a hearing on the question of whether the proposed Class Settlement  
23 should be approved as fair, reasonable, and adequate as to the Class Members, approving as to form  
24 and content the proposed Class Notice and Share Form attached hereto as **Exhibit 1** and **Exhibit 2**,  
25 respectively, and directing the mailing of the Class Notice to Class Members. While Defendant can  
26 reserve its right to object to facts or assertions made in the moving papers, Defense Counsel shall file  
27 a notice of non-opposition to the granting of the motion for preliminary approval or join in the motion.  
28

1 **11. MISCELLANEOUS PROVISIONS**

2 **11.1. VOIDING THIS SETTLEMENT AGREEMENT**

3 Pending Court approval and other than as provided herein, if any Party fails to perform as  
4 required under this Settlement Agreement, the other party may, at its option deem this Settlement  
5 Agreement ineffective, void, and of no further force and effect, and this Settlement Agreement may  
6 not be used or be admissible in any subsequent proceeding, either in this Court or in any other court or  
7 forum. If such Party decides to void the Settlement Agreement, then the Settlement Agreement and  
8 conditional class certification shall be considered void, and neither the Settlement Agreement,  
9 conditional class certification, nor any of the related negotiations or proceedings, shall be of any force  
10 or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement  
11 Agreement had been neither entered into nor filed with the Court. Should any Party choose to void the  
12 Class Settlement under this subsection, such Party shall be responsible for all Settlement Administrator  
13 fees and costs actually incurred.

14 **11.2. DIFFERENT FACTS**

15 The Parties acknowledge that, except for matters expressly represented herein, the facts in  
16 relation to the dispute and all claims released by the terms of this Settlement Agreement may turn out  
17 to be different from the facts now known by each party and/or its counsel, or believed by such Party or  
18 counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or  
19 presently unknown facts, and agrees that this Settlement Agreement shall be in all respects effective  
20 and binding despite such difference.

21 **11.3. NO PRIOR ASSIGNMENTS**

22 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned,  
23 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any  
24 portion of any liability, claim, demand, action, cause of action, or right herein released and discharged  
25 except as set forth herein.

26 **11.4. NON-ADMISSION**

27 Nothing in this Settlement Agreement shall be construed as or deemed to be an admission by  
28 any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other



1 person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing  
2 toward each other or any other person. Each of the Parties has entered into this Settlement Agreement  
3 with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses,  
4 and contingencies. Nothing herein shall constitute any admission by Defendant of wrongdoing or  
5 liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any  
6 admission by Defendant regarding the merits of the Claims in this Action, including but not limited to  
7 claims for unpaid wages or violations under California or federal law. Nothing herein shall constitute  
8 an admission by Defendant that the Action was properly brought as a class or representative action  
9 other than for settlement purposes. To the contrary, Defendant has denied and continues to deny each  
10 and every material factual allegation and all Claims. To this end, the Class Settlement of the Action,  
11 the negotiation and execution of this Settlement Agreement, and all acts performed or documents  
12 executed pursuant to or in furtherance of this Settlement Agreement or the Class Settlement are not,  
13 shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or  
14 liability on the part of Defendant or of the truth of any of the factual allegations in the Complaint in the  
15 Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of  
16 any fault or omission on the part of Defendant in any civil, criminal, or administrative proceeding in  
17 any court, administrative agency, or other tribunal.

#### 18 **11.5. NON-EVIDENTIARY USE**

19 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation  
20 or drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any  
21 individual who requested to be excluded from the Settlement Class), Defendant, or its, her, his, or their  
22 respective counsel, in the Action, except as is reasonably necessary to effectuate the Settlement  
23 Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendant and  
24 the Released Parties to prove or defend against any claim released herein by any Class Member in any  
25 judicial, quasi-judicial, administrative, or governmental proceeding.

#### 26 **11.6. MEDIA OR PRESS**

27 The Parties, and their respective counsel, will not issue press releases, and will respond to any  
28 media or publication entity inquiries by stating that they believe a fair and equitable settlement has

1 been achieved on behalf of the class. Plaintiff and Class Counsel will not publish information on any  
2 website concerning the Settlement, apart from documents that have been publicly filed with the Court,  
3 or those materials as shall be contractually required to effectuate the terms of the Settlement as set forth  
4 herein, including proper notice. However, for the limited purpose of allowing Class Counsel to prove  
5 adequacy as class counsel in other actions, or their billing rates, or the reasonableness of other  
6 settlements by analogy to this Settlement, they may disclose information about the Settlement that is  
7 publicly available.

#### 8 **11.7. NON-RETALIATION**

9 Defendant understands and acknowledges that it has a legal obligation to not retaliate against  
10 any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class  
11 Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement  
12 Administrator or Class Counsel and will not discourage Class Members who are employees, directly  
13 or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties,  
14 or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or  
15 indirectly, to Opt Out of the Class Settlement.

#### 16 **11.8. CONSTRUCTION**

17 The Parties agree that the terms and conditions of this Settlement Agreement are the result of  
18 lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement  
19 Agreement is not to be construed in favor of or against any party by reason of the extent to which any  
20 party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this  
21 Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the  
22 next business day.

#### 23 **11.9. GOVERNING LAW**

24 This Settlement Agreement is intended to and shall be governed by the laws of the State of  
25 California, without regard to conflict of law principles, in all respects, including execution,  
26 interpretation, performance, and enforcement.



1 Settlement Agreement shall be approved by the Court. This Settlement Agreement may not be  
2 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

3 **11.13. INTEGRATION CLAUSE**

4 This Settlement Agreement contains the entire agreement between the Parties relating to the  
5 Class Settlement of the Action and the transactions contemplated thereby, and all prior or  
6 contemporaneous agreements, understandings, representations, and statements, whether oral or written,  
7 and whether by a party or such party's legal counsel, are hereby superseded. No rights under this  
8 Settlement Agreement may be waived except in writing as provided above.

9 **11.14. SUCCESSORS AND ASSIGNS**

10 This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class  
11 Members (excluding only persons who timely Opt Out) and their respective present and former heirs,  
12 trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees,  
13 insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans,  
14 fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors,  
15 successors, and assigns.

16 **11.15. CORPORATE SIGNATORIES**

17 Any person executing this Settlement Agreement or any such related document on behalf of a  
18 corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all  
19 Parties hereto, that such person has been duly authorized by such corporation or partnership to execute  
20 this Settlement Agreement or any such related document.

21 **11.16. EXECUTION IN COUNTERPARTS**

22 This Settlement Agreement shall become effective upon its execution by all of the undersigned.  
23 The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall  
24 have the same force and effect as if all Settling Parties had signed the same instrument.

25 **11.17. ATTORNEY FEES, COSTS, AND EXPENSES**

26 Except as otherwise specifically provided for herein, each party shall bear her or its own  
27 attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action  
28 and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

**11.18. ACTION TO ENFORCE AGREEMENT**

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its attorney fees and costs.

**12. EXECUTION**

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

**APPROVAL AND EXECUTION BY PARTIES**

**CLASS REPRESENTATIVE:**

Dated: 2/17/2022

DocuSigned by:  
*KATRINA LYNN RAMOS*  
C9EFC3A38446453...  
\_\_\_\_\_  
Katrina Ramos  
Plaintiff and Class Representative

**DEFENDANT:**

Dated: \_\_\_\_\_

Cambridge College  
\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM BY COUNSEL**

**CLASS COUNSEL:**

Dated: February 17, 2022

**Melmed Law Group P.C.**  
*Jonathan Melmed*  
\_\_\_\_\_  
Jonathan Melmed  
Attorneys for Plaintiff

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**11.18. ACTION TO ENFORCE AGREEMENT**

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its attorney fees and costs.

**12. EXECUTION**

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

**APPROVAL AND EXECUTION BY PARTIES**


**CLASS REPRESENTATIVE:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Katrina Ramos  
Plaintiff and Class Representative

**DEFENDANT:**

Dated: 2/16/2022

Cambridge College  
  
  
By: Deborah C. Jackson  
Title: President

**APPROVED AS TO FORM BY COUNSEL**

**CLASS COUNSEL:**

Dated: \_\_\_\_\_

**Melmed Law Group P.C.**  
  
\_\_\_\_\_  
Jonathan Melmed  
Attorneys for Plaintiff

1 **DEFENDANT'S COUNSEL:**

2  
3 Dated: 2-16-22

**PAYNE & FEARS LLP**

4 *Robert T. Matsuishi*

5 Robert T. Matsuishi  
6 Attorneys for Defendant  
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# EXHIBIT 1

## *Notice of Proposed Class Action Settlement*



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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

KATRINA RAMOS, an individual, on behalf of  
herself, the State of California, as a private  
attorney general, and on behalf of all others  
similarly situated,

Plaintiff,

v.

CAMBRIDGE COLLEGE, a Massachusetts  
non-profit organization; and DOES 1 TO 50,

Defendants.

Case Number: CIVSB2112109

**NOTICE OF PROPOSED CLASS ACTION  
SETTLEMENT**

*A court authorized this notice. This is not a solicitation from a lawyer.*

1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

2 *You may be eligible to receive a settlement payment. Please read this notice carefully.*

3 A proposed class action settlement agreement (the “Settlement”) has been reached between:

4 **(1)** Plaintiff Katrina Ramos (“Plaintiff”), individually and in her representative capacity on behalf of a  
5 group of prospective class members defined below, and as a private attorney general on behalf of the  
6 State of California; and **(2)** Defendant Cambridge College (“Defendant”). The Settlement resolves  
7 disputed claims against Defendant arising out of its compensation practices during the period from  
8 May 12, 2017, through the date of preliminary approval (the “Class Period”) as applied to all  
9 individuals who are or were employed by Defendant in California as adjunct professors and/or  
10 instructors and/or in any other similar capacity during the Class Period (“Class Members”).

11 The Court has granted preliminary approval of the Settlement and ordered this notice to be sent  
12 to you because you may be entitled to money under the Settlement and because the Settlement affects  
13 your legal rights.

14 **NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE**  
15 **SETTLEMENT:** If you are a Class Member (as defined above) and received this notice, you are  
16 automatically included in the Settlement and do not need to take any further action to receive a  
17 payment. If you accept your settlement amount, you will release the claims described below.

18 **1. DESCRIPTION OF THE LAWSUIT**

19 On May 12, 2021, Plaintiff, individually and in her representative capacity on behalf of the  
20 Class Members, and as a private attorney general on behalf of the State of California, filed a complaint  
21 against Defendant in the Superior Court of California for the County of San Bernardino in the matter  
22 of *Katrina Ramos v. Cambridge College*, case number **CIVSB2112109** (the “Action”). The Action  
23 sought recovery for Defendant’s alleged: **(1)** failure to pay minimum wage for all hours worked;  
24 **(2)** failure to provide compliant rest periods and pay missed rest break premiums; **(3)** failure to maintain  
25 accurate employment records; **(4)** failure to pay timely wages during employment; **(5)** failure to pay all  
26 wages due and owing at separation; **(6)** failure to reimburse business expenses; **(7)** failure to provide  
27 complete and accurate wage statements; **(8)** deceptive, fraudulent, or otherwise unlawful business  
28 practices based on the foregoing in violation of California’s Unfair Competition Law; and **(9)** statutory

1 penalties based on the foregoing pursuant to the California Labor Code Private Attorneys General Act  
2 of 2004 (“PAGA”).

3 **Defendant denies all liability, denies all allegations in the Action, and has raised various**  
4 **defenses to the claims.** Defendant asserts that it fully complied with all applicable wage and hour laws  
5 and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action  
6 is suitable for class certification. Defendant has entered into the Settlement solely for purposes of  
7 resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to  
8 any wrongdoing or liability.

9 The Court has not ruled on the merits in the Action. By approving the Settlement and issuing  
10 this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or  
11 whether the claims are suitable for class certification. To avoid the additional expense, inconvenience,  
12 and risk of continued litigation, however, Plaintiff and Defendant (the “Parties”) have concluded that  
13 it is in their respective best interests and the interests of the Class Members to settle the Action on the  
14 terms summarized in this notice. The Settlement was reached after Defendant provided extensive  
15 information and documents to Plaintiff’s counsel, and after lengthy arms-length non-collusive  
16 negotiations between the Parties, including mediation with an experienced and well-respected mediator  
17 in California. In these negotiations, both sides recognized the substantial risk of the Court deciding  
18 against them at trial and determined that the Settlement was a fair, reasonable, and adequate way to  
19 resolve the disputed claims.

20 Plaintiff and Plaintiff’s counsel—Jonathan Melmed and Laura Supanich of Melmed Law Group  
21 P.C. (“Class Counsel”)—support the Settlement. Among the reasons for support are the defenses to  
22 liability potentially available to Defendant, the risk of denial of class certification, the inherent risk of  
23 trial on the merits, and the delays and uncertainties associated with litigation. Plaintiff and Class  
24 Counsel believe that the settlement described in this notice is fair, adequate, reasonable, and in the best  
25 interests of Plaintiff and the Class Members.

26 Under the Settlement, the following settlement class will be certified under California law: all  
27 individuals who are or were employed by Defendant in California as adjunct professors and/or  
28 instructors and/or in any other similar capacity during the Class Period. The “Class Period” is defined

1 as the period from May 12, 2017, through the date of preliminary approval. The Settlement provides  
2 for a gross settlement amount of \$150,000.00, a share of which is to be distributed to the Class Members  
3 based on the pro rata number of courses taught by the Class Members during the Class Period as a  
4 proportion of all courses taught by all Class Members. In exchange for their share of the settlement  
5 amount, all participating Class Members will be deemed to have released Defendant from liability on  
6 the terms described in this notice.

7 On [date of preliminary approval], the Court preliminarily approved the Settlement and  
8 conditionally certified the settlement class. This notice is being sent to you because Defendant's records  
9 indicate that you worked for Defendant during the Class Period and that you meet the definition  
10 required to be treated as a Class Member.

11 **2. IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL**  
12 **NOT AFFECT YOUR EMPLOYMENT.**

13 California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking  
14 any adverse action against or otherwise target, retaliate, or discriminate against any Class Member  
15 because of the Class Member's participation or decision not to participate in the Settlement.

16 **3. TERMS OF THE SETTLEMENT**

17 Defendant has agreed to pay \$150,000.00 (the "Gross Settlement Amount") to resolve the  
18 claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

- 19 1. **Settlement Administration Costs.** The Court has approved ILYM Group, Inc. to act  
20 as the "Settlement Administrator," who is sending this notice to you and will perform  
21 many other duties relating to the Settlement. Under the Settlement, up to \$10,000.00  
22 will be paid from the Gross Settlement Amount to pay the Settlement Administration  
23 Costs.
- 24 2. **Attorneys' Fees and Expenses.** Class Counsel have been prosecuting the Action on  
25 behalf of the Class Members on a contingency fee basis (that is, without being paid any  
26 money to date) and have been paying all litigation costs and expenses. To date, the  
27 Parties have aggressively litigated many aspects of the case including investigation,  
28 settlement efforts, and a full-day mediation session. The Court will determine the actual

1 amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross  
2 Settlement Amount. Class Members are not personally responsible for any of Class  
3 Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third of  
4 the Gross Settlement Amount (i.e., \$50,000.00) as reasonable compensation for the  
5 work Class Counsel performed and will continue to perform in the Action. Class  
6 Counsel also will ask for reimbursement of up to \$10,000.00 for the costs Class Counsel  
7 incurred in connection with the Action.

8 3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide  
9 a service payment to Plaintiff in the amount of \$7,500.00 for Katrina Ramos to  
10 compensate her for her efforts on behalf of the Class Members in the Action, including  
11 assisting in the investigation and consulting with Class Counsel and providing crucial  
12 documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a  
13 Class Member.

14 4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement  
15 of the PAGA claims included in the Action, which is \$20,000.00. The PAGA Payment  
16 is to be approved by the Court pursuant to Labor Code section 2699 and is to be  
17 distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA and  
18 twenty-five percent (25%) (i.e., \$5,000.00) to the individuals who come within the  
19 definition of an "aggrieved employee" for the purposes of the Settlement (i.e., all  
20 individuals who are or were employed as adjunct professors and/or instructors and/or in  
21 any other similar capacity by Defendant in California during the PAGA Period). The  
22 "PAGA Period" is defined for these purposes to mean the period from April 22, 2020,  
23 through the date of preliminary approval.

24 After deducting the amounts above, the balance of the settlement amount will form the "Net  
25 Settlement Amount" for distribution to the Class Members.

26 4. **DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS**

27 Each eligible Class Member who does not request exclusion from the Settlement will be deemed  
28 a "Class Participant" and will receive a share from the Net Settlement Amount which will be distributed

1 pro rata based on the proportional number of courses taught by each Class Member during the Class  
2 Period (the “Individual Settlement Amount”). If any Class Member requests exclusion from the  
3 Settlement, his or her share will be distributed to the remaining Class Participants.

4 Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the  
5 form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him  
6 or her), and Eighty percent (80%) of each Individual Settlement Amount will constitute penalties and  
7 interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

8 Defendant, or its proxies, shall take all usual and customary deductions from the Individual  
9 Settlement Amount payments that are distributed as wages, including, but not limited to, state and  
10 federal tax withholding, disability premiums, and unemployment insurance premiums. There will be  
11 no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form  
12 1099 as income. Class Participants are responsible for the proper income tax treatment of their  
13 Individual Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class  
14 Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors  
15 concerning the tax consequences and treatment of payments they receive under the Settlement.

16 The courses you taught for Defendant during the Class Period will be calculated based on  
17 Defendant’s records. If you feel that you were not credited with the correct number of courses taught  
18 during the Class Period, you may submit evidence to the Settlement Administrator on or before  
19 [Response Deadline] with documentation to establish the number of courses you claim to have actually  
20 taught during the Class Period. **Documentation sent to the Settlement Administrator will not be  
21 returned or preserved, so do not send originals.** The Parties and the Settlement Administrator will  
22 promptly evaluate the evidence submitted and discuss in good faith how many courses should be  
23 credited. The Settlement Administrator will make the final decision as to how many courses are  
24 credited and report the outcome to the Class Participant. If you are unsatisfied with the decision, you  
25 may submit an objection, which is explained below.

26 Settlement checks will be mailed to all Class Participants after the Court grants final approval  
27 of the Settlement and judgment is entered.  
28

1     **5. THE RELEASE OF CLAIMS**

2             If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind  
3 all Class Participants. The Class Participants will then be barred from bringing any “Released Claims”  
4 against the “Released Parties” as those terms are defined below.

5             The “Released Parties” are Defendant Cambridge College and all of Defendant’s past, present  
6 and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,  
7 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies,  
8 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

9             The “Released Claims” are all causes of action and factual or legal theories/allegations that  
10 were alleged in the operative complaint in this action and/or in the PAGA letter in support of this action,  
11 or that could have been brought in this action based on those same factual or legal theories/allegations,  
12 against the Released Parties. This Release includes, but is not limited to, claims for violation of Labor  
13 Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 1174, 1174.5, 1185, 1194, 1194.2,  
14 1197, 1197.1, 1198, 1199, 2802, 2698 et seq., and 2699 et seq.; IWC Wage Order 4-2001; Code of  
15 Regulations, Title 8, Section 11090; Business & Professions Code sections 17200-17208. This Release  
16 also includes, but is not limited to, the following claims for relief: (a) failure to pay wages, including  
17 minimum wages; (b) failure to authorize and permit rest breaks, and to properly provide premium; pay  
18 in lieu thereof; (c) improper and/or inaccurate wage statements and failure to provide wage statements;  
19 (d) waiting time penalties for untimely payment of wages at the conclusion of employment; (e) failure  
20 to reimburse business expenses; (f) unfair business practices; (g) civil penalties under the Private  
21 Attorneys General Act (“PAGA”); and (h) all damages, liquidated damages, penalties, restitution,  
22 attorneys’ fees, interest, and other amounts recoverable in connection with the above legal authorities  
23 and/or claims for relief under local, California, and federal law. The res judicata effect of the Judgment  
24 will be the same as that of the Release. Plaintiff may hereafter discover facts or legal arguments in  
25 addition to or different from those they now know or currently believe to be true with respect to the  
26 claims, causes of action and legal theories of recovery in this action which are the subject matter of the  
27 Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the  
28 scope or definition of the Released Claims, and by virtue of the agreement, Plaintiff shall be deemed

1 to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and  
2 forever settled and released all of the Released Claims against the Released Parties as defined in the  
3 agreement.

4 The Settlement does *not* release Defendant or any person, party, or entity from claims, if any,  
5 by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor  
6 does it release any claims, actions, or causes of action which may be possessed by Class Members  
7 under state or federal discrimination statutes, including, without limitation, the California Fair  
8 Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code,  
9 § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);  
10 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income  
11 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and  
12 interpretive guidelines.

## 13 **6. YOUR OPTIONS**

### 14 **6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT**

15 If you do nothing, you will be automatically included as a Class Participant in the Settlement  
16 and will receive a settlement payment. You do *not* have to take any further action to receive your  
17 settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement  
18 Administrator has your current address on file, or you may not receive important information or a  
19 settlement payment. The estimated amount of your settlement payment if you do nothing is included  
20 on the attached *Class Action Settlement Share Form*.

### 21 **6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT**

22 If you do *not* wish to take part in the class action portion of the Settlement (the “Class  
23 Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement  
24 Administrator a letter or card postmarked no later than [Response Deadline] that specifically requests  
25 exclusion from the Class Settlement in this case. The request for exclusion must include your name,  
26 address, telephone number, and signature, and it should state:  
27  
28



1 “I wish to be excluded from the settlement class in the case of *Katrina Ramos v.*  
2 *Cambridge College*. I understand that if I ask to be excluded from the settlement class,  
3 I will not receive any money from the settlement of this lawsuit and will not be releasing  
4 any claims I might have.”

5 Send the request for exclusion directly to the Settlement Administrator at the following address  
6 **by no later than [Response Deadline]:**

7  
8 ILYM Group, Inc.  
9 14751 Plaza Drive, Suite J  
Tustin, California 92780

10 Any person who submits a timely request for exclusion from the Class Settlement shall, upon  
11 receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and  
12 shall receive no benefits from the class action portion of the Settlement. If you want confirmation of  
13 receipt of your request for exclusion, please send it by United States certified mail, return receipt  
14 requested, or contact the Settlement Administrator.

15 **Importantly**, Class Members who timely and validly request exclusion from the Class  
16 Settlement will *not* be excluded from their share of the PAGA Payment. Requesting exclusion from  
17 the Class Settlement applies solely to the Class Members' entitlement to the class action portion of the  
18 Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class  
19 Settlement you will still be entitled to your share, if any, of the PAGA Payment.

20 **6.3. OBJECT TO THE SETTLEMENT**

21 You have the right to object to the terms of the Settlement if you do not request exclusion. If,  
22 however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you  
23 wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator  
24 and the Court a written objection stating your name, address, telephone number, dates of employment  
25 with Defendant, the case name and number, each specific reason in support of your objection, and any  
26 legal support for each objection. Objections in writing must be mailed to the Settlement  
27 Administrator—ILYM Group, Inc., 14751 Plaza Drive, Suite J, Tustin, California 92780—by no later  
28

1 than [Response Deadline] to be considered. **Objections that do not include all required**  
2 **information, or that are not timely submitted, might not be considered by the court.**

3 If you choose to object to the Settlement, you may also appear to speak at the final approval  
4 and fairness hearing scheduled for [Final Approval Hearing Date], at [Final Approval Hearing Time]  
5 in Department [Court Department] of the Superior Court of California for the County of San  
6 Bernardino, located at [Court Location]. You have the right to appear either in person or through your  
7 own attorney at this hearing.

8 If you object to the Settlement, you will remain a Class Member, and if the Court approves the  
9 Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as  
10 Class Members who do not object. Any Class Member who does not object in the manner provided  
11 above shall have waived any objection to the Settlement, whether by appeal or otherwise.

12 The Court may, at the time of the final approval and fairness hearing, have certain social  
13 distancing requirements or procedures for attendance at hearings. If you wish to object to the Settlement  
14 by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose  
15 information is provided below, for more information about the Court's current social distancing  
16 procedures. You may also review the Court's website for the most current information.

17 **7. HOW TO UPDATE OR CHANGE YOUR ADDRESS**

18 If you move after receiving this notice or if it was misaddressed, please contact the Settlement  
19 Administrator, ILYM Group, Inc., at (888) 250-6810 or by email at  
20 **claims@ilymgroupclassaction.com**, as soon as possible. **This is important to ensure that future**  
21 **notices and/or the Settlement payment reach you.**

22 **8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED**

23 Within ten (10) days after the Court has held a final and fairness approval hearing and entered  
24 a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a  
25 copy of that order and final judgment on its website at the following website address:

26 [Case-Specific Settlement URL (to be added by Settlement Administrator)]  
27  
28

1 **9. IF THE SETTLEMENT IS NOT APPROVED**

2 If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the  
3 Settlement may be voided, in which case no money will be paid, and the case will return to litigation.  
4 If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any  
5 decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as  
6 favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be  
7 upheld if an appeal was filed.

8 **10. QUESTIONS OR COMMENTS**

9 **PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about  
10 the settlement, you may contact the Settlement Administrator at: **(888) 250-6810** or by e-mail at  
11 **claims@ilymgroupclassaction.com**. You may also contact Class Counsel at the addresses or phone  
12 numbers listed below.

13  
14 **Lawyers Representing Plaintiff and the Class Members**

15 **MELMED LAW GROUP P.C.**

16 Jonathan Melmed  
jm@melmedlaw.com  
17 Laura Supanich  
lms@melmedlaw.com  
18 1801 Century Park East, Suite 850  
19 Los Angeles, California 90067  
20 Phone: (310) 824-3828  
Fax: (310) 862-6851

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# **EXHIBIT 2**

## *Class Action Settlement Share Form*

**CLASS ACTION SETTLEMENT SHARE FORM**

*Katrina Ramos v. Cambridge College*

*Case Number CIVSB2112109*

*Superior Court of California for the County of San Bernardino*

The proposed class action settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendant Cambridge College (“Defendant”) arising out of its compensation practices during the period from May 12, 2017, through the date of preliminary approval (the “Class Period”) as applied to all individuals who are or were employed by Defendant in California as adjunct professors and/or instructors and/or in any other similar capacity during the Class Period (“Class Members”).

You are receiving this form because you are believed to be a Class Member. **According to Defendant’s records, you taught [REDACTED] courses for Defendant during the Class Period. Accordingly, your share of the Settlement is currently estimated to be \$ [REDACTED],** which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement.

***You do not need to do anything to receive money under the Settlement.***

If you believe the information provided above as to the number of your courses is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

ILYM Group, Inc.  
claims@ilymgroupclassaction.com  
(888) 250-6810  
14751 Plaza Drive, Suite J  
Tustin, California 92780

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **[Response Deadline]**.

**Do not send originals; documentation sent to the claims administrator will not be returned or preserved.**