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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 28 2022

BY 
JESSICA MORALES, DEPUTY

8 *Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees*

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 KATRINA L. RAMOS, an individual, the
12 state of California, and on behalf of all
persons similarly situated,

13 PLAINTIFF,

14 v.

15 CAMBRIDGE COLLEGE, a
16 Massachusetts, Non-Profit Organization,
DOES 1 to 50, inclusive,

17 DEFENDANTS
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CASE NO.: CIVSB2112109

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 25, 2022

Time: 10:00 a.m.

Dept: S-26

Judge: Hon. David Cohn

Complaint Filed: May 12, 2021

2162109

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on April 25, 2022, in Department S-26, the Honorable David Cohn presiding.
3 The Court having considered the papers submitted in support of the application of the parties,
4 HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Settlement Agreement and Release of Class Action (the
7 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support
8 of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All
9 terms used herein shall have the same meaning as defined in the Settlement Agreement. The
10 settlement set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the
11 Class, and the Court preliminarily approves the terms of the Settlement Agreement, including,
12 without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$150,000.00**;
- 14 b. The Class Representative incentive award to the named Plaintiff of
15 **\$7,500.00**;
- 16 c. Court approved attorneys' fees to Class Counsel of up to **\$50,000.00**,
17 representing one-third of the Gross Settlement Amount;
- 18 d. Court approved litigation costs to Class Counsel of up to **\$10,000.00**;
- 19 e. Fees and Costs of the Settlement Administrator of up to **\$10,000.00**; and
- 20 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to
21 the California Labor & Workforce Development Agency for its portion of
22 the PAGA penalties.

23 2. This Court has considered the papers in support of the Motion and the Settlement
24 Agreement and finds that the, pursuant to C.R.C. Rule 3.769(d), proposed Class should be certified
25 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
26 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
27 requirements; (d) the claims of the Class Representatives are typical of the claims of the proposed
28 Class Members; (e) Class Representatives' counsel has and is able to adequately represent the
proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide

1 treatment of this dispute is superior to individual litigation because common issues predominate
2 over individual issues for settlement purposes.

3 3. The Settlement falls within the range of reasonableness and appears to be
4 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
5 and final approval by this Court.

6 4. A final fairness hearing on the question of whether the proposed Settlement,
7 attorneys' fees and costs to Class Counsel, and the Class Representative's incentive award should
8 be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled
9 on the date and time set forth in the implementation schedule in Paragraph 13 below.

10 5. This Court approves, as to form and content, the Notice of Proposed Class Action
11 Settlement ("Class Notice"), in substantially the form attached to the herein as **Exhibit 1**. The
12 Court approves the procedure for Class Members to participate in, to opt out of, and to object to,
13 the Settlement as set forth in the Settlement Agreement.

14 6. The Court directs the mailing of the Class Notice by first class mail to the Class
15 Members in accordance with the Implementation Schedule set forth below. The Court finds the
16 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
17 Schedule, meet the requirements of due process and provide the best notice practicable under the
18 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

19 7. It is ordered that the Settlement Class is preliminarily certified for settlement
20 purposes only.

21 8. The Court preliminary certifies for settlement purposes only the Settlement Class
22 defined as follows: *all individuals who are or were employed by Defendant in California as adjunct*
23 *professors, instructors, and senior adjuncts during the Class Period*. The Class Period is defined
24 as the period of time from May 12, 2017 through the date of preliminary approval.

25 9. Upon final approval of the settlement, the Class Members who do not seek to be
26 excluded from the settlement release all causes of action and factual or legal theories/allegations
27 that were alleged in the operative complaint in this action and/or in the PAGA letter in support of
28 this action, or that could have been brought in this action based on those same factual or legal
theories/allegations, against the Released Parties. This Release includes, but is not limited to,

1 claims for violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7,
2 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2698 et seq., and 2699 et seq.;
3 IWC Wage Order 4-2001; Code of Regulations, Title 8, Section 11090; Business & Professions
4 Code sections 17200-17208. *Id.* This Release also includes, but is not limited to, the following
5 claims for relief: (a) failure to pay wages, including minimum wages; (b) failure to authorize and
6 permit rest breaks, and to properly provide premium; pay in lieu thereof; (c) improper and/or
7 inaccurate wage statements and failure to provide wage statements; (d) waiting time penalties for
8 untimely payment of wages at the conclusion of employment; (e) failure to reimburse business
9 expenses; (f) unfair business practices; (g) civil penalties under the Private Attorneys General Act
10 (“PAGA”); and (h) all damages, liquidated damages, penalties, restitution, attorneys’ fees, interest,
11 and other amounts recoverable in connection with the above legal authorities and/or claims for
12 relief under local, California, and federal law. The res judicata effect of the Judgment will be the
13 same as that of the Release. Plaintiff may hereafter discover facts or legal arguments in addition to
14 or different from those they now know or currently believe to be true with respect to the claims,
15 causes of action and legal theories of recovery in this action which are the subject matter of the
16 Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit
17 the scope or definition of the Released Claims, and by virtue of this agreement, Plaintiff shall be
18 deemed to have, and by operation of the final judgment approved by the Court, shall have, fully,
19 finally, and forever settled and released all of the Released Claims against the Released Parties as
20 defined in this agreement. No other claims are released other than those claims specifically plead
21 in the Complaint or otherwise specifically identified herein. This Settlement Agreement will not
22 release any person, party, or entity from claims, if any, by Class Members for workers
23 compensation, unemployment, or disability benefits of any nature. Nor does it release any claims,
24 actions, or causes of action which may be possessed by Class Members under state or federal
25 discrimination statutes, including, without limitation, the California Fair Employment and Housing
26 Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the California
27 Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.); the Americans
28 with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income Security Act

1 of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and interpretive
2 guidelines. The Release Period shall be the Class Period.

3 10. The Court confirms Plaintiff Katrina L. Ramos as Class Representative, and
4 Jonathan Melmed of Melmed Law Group P.C. as Class Counsel.

5 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

6 12. To facilitate administration of the Settlement pending final approval, the Court
7 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
8 administrative proceedings (including filing claims with the Division of Labor Standards
9 Enforcement of the California Department of Industrial Relations) regarding claims released by
10 the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with
11 the Settlement Administrator and the time for filing claims with the Settlement Administrator has
12 elapsed.

13 13. The Court orders the following **Implementation Schedule** for further proceedings:

14	a. Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
15		
16	b. Deadline for Settlement Administrator to Mail Notice to Class Members	[within 14 days after receiving the Class Member information from Defendant]
17		
18	c. Deadline for Class Members to Postmark Requests for Exclusion	[30 days after mailing of the Class Notice]
19		
20	d. Deadline for Class Members to submit any Objections to Settlement	[30 days after mailing of the Class Notice]
21		
22	e. Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[30 Court days prior to Final Approval and Fairness Hearing]
23		
24	f. Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
25		
26		

1	g. Final Approval and Fairness Hearing	
2	(the Court's first available date after August 1, 2022)	<u>8.2</u> , 2022 at <u>10:00</u> a.m./p.m.

3

4 14. If any of the dates in this Implementation Schedule falls on a weekend, bank or

5 court holiday, the time to act shall be extended to the next business day.

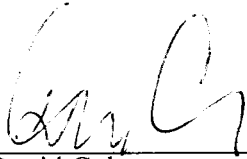
6 15. The Court shall retain jurisdiction over the Action for all purposes pursuant to

7 California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms

8 of the Settlement.

9 **IT IS SO ORDERED.**

10 Dated: 8/24/22

11 
 12 _____
 13 Hon. David Cohn
 14 Judge of the Superior Court, San Bernardino
 15 County

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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 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,
28 instructors, and senior adjuncts 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, instructors, and senior
21 adjuncts by Defendant in California during the PAGA Period). The "PAGA Period"
22 is defined for these purposes to mean the period from April 22, 2020, through the date
23 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:

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@ilymgrouppclassaction.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.

<p>13</p> <p>14 Lawyers Representing Plaintiff and the Class Members</p> <p>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</p>

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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, instructors, and senior adjuncts 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 ____ courses for Defendant during the Class Period. Accordingly, your share of the Settlement is currently estimated to be \$ _____**, 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.