

AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT

On August 9, 2021 Dean Parsons (“Plaintiff”), individually and on behalf of all others similarly situated, and La Sierra University (“Defendant”) executed a Class Action Settlement Agreement (“Settlement Agreement”) in *Parsons v. La Sierra University*, Case No. CVRI 2000104. The Parties hereby amend that Settlement Agreement as follows (additions are in bold; strikethroughs are deletions). The amended proposed Class Notice consistent with this Amendment is attached as **Exhibit A**; the proposed Exclusion Form is attached as **Exhibit B**; and the proposed Objection Form is attached as **Exhibit C**.

1. Section 1.23 of the Settlement Agreement is amended as follows:

“Released Parties” include La Sierra University and any ~~parent, subsidiary, affiliate, predecessor or successor, and all agents, trustees,~~ employees, officers, **and** directors ~~and attorneys thereof~~.

2. Section 16.1 of the Settlement Agreement is amended as follows:

Adjunct Released Claims: Upon issuance of the Settlement Payments to the Adjunct Class, each Adjunct Class Member releases Released Parties from any and all claims **stated in the complaint and those based solely upon the facts alleged in the complaint on their behalves,** ~~debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under state law~~ including claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock and on-call work), failure to provide meal and authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to reimburse business expenses, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, and conversion of wages, up to and including the date of preliminary approval by the Court. ~~This Release shall include, claims that were raised, or that reasonably could have been raised based on the facts and allegations in the Complaint. This Release shall include all claims and theories arising under the applicable regulations, Wage Orders and Labor Code, as well as claims under Business and Professions Code §§ 17200 et seq., and/or Labor Code §§ 2698 et seq. based on violations of the above Labor Code provisions. This release shall apply to all claims arising at any point during the Adjunct Class Period.~~

3. Section 16.2 of the Settlement Agreement is amended as follows:


Reimbursement Released Claims: Upon issuance of the Settlement Payments to the Reimbursement Class, each Reimbursement Class Member releases Released Parties from any and all claims **stated in the complaint and those based solely upon the facts alleged in the complaint on their behalves,** ~~debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under state law~~ for any alleged failure to reimburse business expenses, including claims derivative and/or related to that claim, up to and including the date of preliminary approval by the Court. This

~~Release shall include, **including** reimbursement-related claims that were raised, or that reasonably could have been raised based on the facts and allegations in the Complaint. This Release shall include all claims and theories arising under the applicable regulations, Wage Orders and Labor Code, as well as claims under Business and Professions Code §§ 17200 *et seq.*, and/or Labor Code §§ 2698 *et seq.* based on violations of the above Labor Code provisions. This release shall apply to all claims arising at any point during the Reimbursement Class Period.~~

Dated: September 23, 2021

SEYFARTH SHAW

BY:



Andrew McNaught
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Dated: September 23, 2021

HAMMONDLAW, P.C.

BY:



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