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16 Attorneys for Plaintiff Nichole Veronie, on behalf of herself and
17 all others similarly situated

18 *[Additional Counsel, Next Page]*

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **COUNTY OF SACRAMENTO**

21 NICHOLE VERONIE, on behalf of herself
22 and all others similarly situated,

23 Plaintiffs,

24 v.

25 POINT QUEST, INC.; POINT QUEST,
26 EDUCATION, INC.; and DOES 1 through
27 100, inclusive

28 Defendants.

Case No. 34-2019-00255123

CLASS ACTION

**FIRST ADDENDUM TO JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint filed: April 24, 2019

Trial date: Not set

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Attorneys for Defendants Point Quest, Inc. and Point Quest Education, Inc

1 from January 2, 2021, to November 12, 2021. The gap in the PAGA Period reflects the fact that
2 on March 10, 2021, Judge Stephen Kaus of the Superior Court of California, County of Alameda,
3 entered an Order approving settlement in another PAGA action, *Villanueva v. Point Quest*, Case
4 No. RG20062255, which covered PAGA claims on behalf of the PAGA Members against
5 Defendants for the period from December 10, 2018 through December 31, 2020.

6 21. “Released Claims” means all claims, rights, demands, liabilities, penalties, fines,
7 debts and causes of action of every nature and description, under state, federal, and local law,
8 whether known or unknown, arising from the claims and factual predicates pled in the Plaintiffs’
9 complaints filed in the Action or that could have been pled based on the factual allegations in the
10 Plaintiffs’ original Complaint or in the Operative First Amended Class Action Complaint,
11 including but not limited to claims for unpaid wages, including any theory of unpaid minimum
12 wages, meal and rest period premiums, unpaid expense reimbursements, waiting time penalties,
13 itemized wage statements, wages for unpaid time, other civil or statutory penalties and any claim
14 based on California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 510, 512,
15 1174(d) 1194, 1194.2, 1197, 2699 et seq., the Private Attorneys General Act of 2004, California
16 Code of Regulations, Title 8 Section 11000 et seq., the applicable Industrial Welfare Commission
17 (IWC) Wage Orders, including 4-2001, Business & Professions Code section 17200-17208 or
18 any related damages, penalties, restitution, equitable or injunctive relief, disgorgement, interest
19 or attorneys’ fees for the period from April 24, 2015 through October 1, 2021.

19 **TERMS OF AGREEMENT**

20 Plaintiff, on behalf of herself and the Settlement Class, and Defendants, revise the
21 following terms of the Agreement as follows:

22 29. Gross Settlement Amount. For purposes of this Agreement, Defendants have
23 agreed to pay a Gross Settlement Amount of \$325,000.00 to resolve claims of
24 approximately 1,463 Class Members and their estimated 64,096 Work Weeks for the Class
25 Period (April 24, 2015 through November 12, 2021). Of these Class Members, there are
26 approximately 947 PAGA Members who worked an aggregate estimated 10,378 Pay Periods
27 during the during the PAGA Period, from April 24, 2018 to December 9, 2018, and from
28 January 2, 2021 to November 12, 2021.

34. Individual Settlement Payment Calculations. Each Participating Class Member
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1 will receive an Individual Settlement Payment, which is a pro-rata share of the Net Settlement
2 Amount based on the Participating Class Member's aggregate number of Work Weeks worked
3 during the Class Period, and the number of Pay Periods worked during the PAGA Period. The
4 Individual Settlement Payment will be calculated by setting the Participating Class Member's
5 Individual Workweeks as a ratio of the aggregate number of Work Weeks worked by all Class
6 Members during the Class Period ("Class Workweeks") and then multiplying that ratio by the
7 Net Settlement Amount. The formula is as follows: Jane Doe Settlement Payment = ((Jane Doe
8 Individual Workweeks / Class Workweeks) x Net Settlement Amount) + (Jane Doe Pay Periods
9 / PAGA Pay Periods) x \$2,500)). The Parties agree that the formula for allocating the Individual
10 Settlement Payments to Participating Class Members and PAGA Members is reasonable and
11 designed to provide a fair distribution based on tenure of employment with Defendants. The
12 Individual Settlement Payments allocated to wages will be reduced by withholding and taxes as
13 set forth in this Settlement Agreement.

14 37. Released Claims. Upon the Effective Date, and except as to such rights of claims
15 as may be created by this Settlement, Plaintiff and each Participating Class Member who has not
16 returned to the Administrator a valid and timely Request for Exclusion, shall fully release and
17 discharge Defendant and Released Parties from the Released Claims. However, to the extent a
18 Class Member who has returned a valid and timely Request for Exclusion is also a PAGA
19 Member, that individual will still release all PAGA claims alleged in the Action because no right
20 exists to opt out of a PAGA Settlement, and will receive a share of the 25% of the PAGA Payment
21 allocated to PAGA Members.

22 47. Timing of Distribution of Individual Settlement Payments. Within fifteen (15)
23 days of receipt of the total Gross Settlement Amount and the employer-sided taxes, the
24 Settlement Administrator will issue payments as approved by the Court, i.e., (1) Individual
25 Settlement Payments to Participating Class Members, and to PAGA Members; (2) the Class
26 Representative Service Payment to Plaintiff; (3) the PAGA Payment to the LWDA; (4)
27 Attorneys' Fees and Litigation Costs to Class Counsel; and (5) the Settlement Administration
28 Expenses the Settlement Administrator.

54. Release of Claims by Participating Class Members and PAGA Members. Upon
the Effective Date, all Participating Class Members who do not timely submit a valid and timely

1 Request for Exclusion, do and will be deemed to have fully, finally and forever released, settled,
2 compromised, relinquished and discharged any and all of the Released Parties of and from any
3 and all Released Claims accruing during the Class Period. With respect to the Released Claims,
4 Participating Class Members and PAGA Members expressly waive any and all rights and
5 benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or
6 similar provisions of applicable law which are as follows::

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
8 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
9 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
10 THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD
11 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
12 THE DEBTOR OR RELEASED PARTY.

13 The significance of this release and waiver of Civil Code section 1542 has been identified
14 in the Class Notice, attached as Exhibit A.

15 59. Judgment and Continued Jurisdiction. Upon the grant of Final Approval of the
16 Settlement by the Court, the Parties will present a Proposed Order Granting Final Approval of
17 Class and Representative Action and Entering Judgment thereon in a form substantially similar
18 to Exhibit "D". Once entered, the Order Granting Final Approval of Class and Representative
19 Action and Entering Judgment shall be posted to the static website created and maintained by
20 the Administrator. After entry of the Judgment, the Court will have continuing jurisdiction solely
21 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement,
22 (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be
23 appropriate under court rules or as set forth in this Agreement.

24 60. Exhibits Incorporated by Reference. The terms of this Agreement include the
25 terms set forth in Exhibit A - Notice of Class Action Settlement; Exhibit B - Change of Address
26 Form; Exhibit C – Proposed Order Granting Preliminary Approval, and Exhibit D – Proposed
27 Order Granting Final Approval of Class and Representative Action and Entering Judgment,
28 which are attached to this Addendum and incorporated by this reference as though fully set forth
in this Settlement Agreement. Any Exhibits to this Agreement are an integral part of the
Settlement.


1 Except as expressly modified by the terms of this Addendum, all other terms of the
2 Agreement shall remain in full force and effect. In the event of an inconsistency between the
3 Agreement and this Addendum, the Addendum shall prevail.

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5 Dated: November ~~14~~ 14, 2021



Plaintiff, Nichole Veronie

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8 Dated: November ~~10~~ 10, 2021



Jason Hall, CFO
Authorized Representative of Defendants
POINT QUEST, INC.;
POINT QUEST, EDUCATION, INC

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