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CALIFORNIA BAPTIST UNIVERSITY

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JASON OTT, an individual on behalf of himself
and others similarly situated,

Plaintiff,

v.

CALIFORNIA BAPTIST UNIVERSITY, a
California Non-Profit Corporation,

Defendant.

CASE NO. RIC1904830

**CLASS ACTION SETTLEMENT
AGREEMENT**

This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Jason Ott (“Plaintiff” or “Class Representatives”) on the one hand, individually and on behalf of the Settlement Class (as defined below) and the State of California, by and through HammondLaw, P.C. and Jhaveri-Weeks Law (“Class Counsel”), and Defendant California Baptist University (“Defendant” or “CBU”) on the other hand subject to the approval of the Court, as provided below. This Settlement Agreement is intended by Plaintiff and Defendant to fully, finally, and forever resolve, discharge, and settle the Action (as defined below) and Released Claims (as defined below), upon and subject to the terms and conditions hereof, as follows:

1. Definitions.

As used herein, for the purposes of this Settlement Agreement only, the following terms will be defined as set forth below:

1.1 “Action” refers to the civil action entitled *Jason Ott v. California Baptist University* (Riverside County Superior Court Case No. 19STCV28949).

1.2 “Class Counsel” refers to the attorneys of record for the Class Representative, *i.e.*, HammondLaw, P.C., and Jhaveri-Weeks Law Firm.

1.3 “Class Member” refers to all current or former employees who performed the duties of an Adjunct Faculty member for CBU in California during the Class Period.

1.4 “Class Notice” refers to the form of direct-mail notices substantially in the form attached as “**Exhibit A**,” as may be modified by the Court.

1.5 “Class Period” means September 23, 2015 through to the Preliminary Approval Date.

1.6 “Complaint” refers to the operative First Amended Complaint in this Action, and any Complaints subsequently filed in this Action.

1.7 “Court” refers to the California Superior Court for the County of Riverside.

1.8 “Defendant” means California Baptist University.

1.9 “Final Approval Hearing” refers to the hearing at which the Court will make a final determination whether the terms of the Settlement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval.

1 **1.10** “Final Approval Order” refers to the final order by the Court approving the Settlement
2 following the Final Approval Hearing and entering final judgment.

3 **1.11** “Final Effective Date” refers to the date the Final Approval Order is entered if no objections
4 to the Settlement are filed. If objections are filed and overruled, and no appeal of the Final Approval
5 Order is filed, then the Final Effective Date will be sixty (60) calendar days following date the Final
6 Approval Order is signed. If an appeal is taken from the Final Approval Order, then the Final Effective
7 Date will be twenty (20) calendar days after the appeal is withdrawn or after an appellate decision
8 affirming the Final Approval Order becomes final.

9 **1.12** “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum
10 settlement payment of Seven Hundred Thousand Dollars (\$700,000) Defendant will be obligated to make,
11 except that Defendant shall bear, in addition, all employer-side payroll tax payments due and payable to
12 federal and state tax authorities as a result of this Settlement. The GSA includes all payments made to
13 Settlement Class Members, Service Award payment to Class Representative, all Settlement
14 Administration Costs, the PAGA Award, and attorneys’ fees and litigation costs and expenses to Class
15 Counsel as approved by the Court.

16 **1.13** “Net Settlement Amount” (also referred to herein as “NSA”) is the GSA minus Court-
17 approved attorney’s fees and litigation costs, Settlement Administration Costs, Court-approved
18 Enhancement Award, and the LWDA’s share of the amount of the GSA allocated to PAGA Award. The
19 NSA is the maximum amount that will be available for distribution to Settlement Class Members.

20 **1.14** “PAGA Award” refers to the Twenty Thousand Dollars (\$20,000) set aside for the PAGA
21 penalty, with Five Thousand Dollars (\$5,000) paid to the Class Members, and the remaining Fifteen
22 Thousand Dollars (\$15,000) payable to the Labor and Workforce Development Agency.

23 **1.15** “Parties” are Plaintiff and Defendant.

24 **1.16** “Released Claims” are those defined in Section 17, below.

25 **1.17** “Released Parties” include California Baptist University and any parent, subsidiary, affiliate,
26 predecessor or successor, and all agents, trustees, employees, officers, directors and attorneys thereof.

27 **1.18** “Request for Exclusion” refers to a request to be excluded from the Settlement, which must
28 be made in writing in conformity with the requirements set forth in the Class Notice, the Court’s order

granting preliminary approval, and herein, and mailed to the Administrator and postmarked on or before the Response Deadline.

1.19 “Response Deadline” refers to a date that is forty-five (45) calendar days after the date that the Class Notice is mailed to Class Members and is the deadline by which Class Members’ Requests for Exclusion, disputes regarding Credits, and/or objections must be postmarked in order to be timely.

1.20 “Enhancement Award” refers to a monetary award to the Plaintiff, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500), or other lesser amount as approved by the Court, for his services as Class Representative as described in Section 6, below, to be paid for from the Gross Settlement Amount, subject to approval by the Court, as described below.

1.21 “Settlement Administrator” refers to CPT, Inc., the third-party administrator mutually selected by the parties, subject to approval by the Court, to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement.

1.22 “Settlement Administration Costs” refers to the costs and expenses of the administrator, to perform its tasks and duties as provided by this Settlement Agreement. These costs will be paid out of the GSA, in an amount not to exceed Seven Hundred Thousand Dollars (\$700,000). However, in the event that the Escalator Clause in Section 23 is triggered, and the Settlement Administration Costs exceed \$30,000 because of this, any remaining additional Settlement Administration Costs will be paid out of the GSA.

1.23 “Settlement Class Member” refers to Class Members who do not request exclusion from the Settlement pursuant to Section 13, below.

1.24 “Settlement Payment” refers to the amount paid to Settlement Class Member.

2. Procedural History and Recitals.

2.1 On September 23, 2019, Plaintiff filed an action alleging putative class claims against Defendant for its (a) Failure to pay wages for all hours worked as required under Labor Code §§ 226.2 and 1194 and IWC Wage Order No. 4-2001 § 4; (b) failure to authorize and permit paid rest breaks and pay premium pay as required under Labor Code §§ 226.2 and 226.7 and Wage Order No. 4-2001, § 4, 12; (c) Failure to pay compensation due on discharge from employment in violation of Cal. Labor Code §§ 201-203; (d) failure to issue accurate itemized wage statements in violation of Cal. Labor Code §§

1 226(a) and (e) and 226.2; (e) Unfair, unlawful, and/or fraudulent business practices in violation of
2 Business & Professions Code § 17200, *et seq.* (“UCL”). On December 10, 2019 Plaintiff filed a First
3 Amended Complaint (“FAC”) adding a cause of action for Private Attorneys General Act (“PAGA”)
4 penalties under Cal. Labor Code §§ 2698 *et seq.* for the Labor Code violations alleged in the Complaint
5 as well as for CBU’s failure to provide off-duty meal breaks as required under Labor Code § 512 and
6 Wage Order No. 4-2001, § 11.

7 **2.2** On June 23, 2020, the Parties participated in a mediation session with Louis Marlin, an
8 experienced mediator who has mediated numerous wage-hour class actions. There, the parties reached an
9 agreement in principle.

10 **2.3** The Parties jointly represent that this is a fair, reasonable, and adequate settlement and have
11 arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present
12 and potential.

13 **2.4** This Agreement is entered into solely for the purpose of compromising highly disputed
14 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of
15 liability or wrongdoing, or that the Action was not barred in its entirety by the ministerial exception.
16 Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement.
17 Additionally, Defendant reserves the right to contest any issues relating to class certification and liability
18 if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed
19 to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action,
20 or that but for the Settlement, a Class should be certified in the Action. This Settlement, and Plaintiff’s
21 and Defendant’s willingness to settle the Action will have no bearing on, and will not be admissible in
22 connection with, any litigation between the parties (other than in connection with this Settlement).

23 **2.5** Class Counsel represent that they have thoroughly investigated the claims alleged against
24 Defendant in the Action. Class Counsel represent that they have conducted their own investigation into
25 the underlying facts, events, and issues related to the subject matter of this Action. Class Counsel represent
26 that they have further undertaken an extensive analysis of the legal principles applicable to the claims
27 asserted against Defendant, and the potential defenses thereto. Both Class Representative and Defendant
28 have had an opportunity to evaluate their respective positions on the merits of the claims asserted.

1 **2.6** Class Counsel has also engaged in intensive arm's-length negotiations with counsel for
2 Defendant with a view toward achieving substantial benefits for the Class while avoiding the cost, delay
3 and uncertainty of further litigation, trial, and appellate review.

4 **2.7** As a consequence of said negotiations, and of Class Counsel's investigation, analysis and
5 discovery, Plaintiff and Class Counsel determined to enter into this Settlement Agreement on the terms
6 and conditions hereinafter set forth, believing such Settlement to be fair, reasonable and adequate and in
7 the best interests of Plaintiff and the other members of the Class. Plaintiff and Class Counsel have
8 determined to execute this Settlement Agreement and urge approval by the Court of the Settlement after
9 considering (a) the substantial factual and legal defenses available to Defendant to the claims asserted in
10 the Action, which render the outcome of the Action substantially uncertain; (b) the potential difficulties
11 Plaintiff and Class Members would encounter in establishing the elements of their claims; (c) the
12 substantial benefits made available to Class Members pursuant to the Settlement; (d) the fact that the
13 Settlement ensures that Class Members will receive relief in the most expeditious and efficient manner
14 practicable, and thus much sooner than would be possible were the claims to be litigated successfully
15 through trial and appeal; and (e) the fact that the Settlement allows persons who would otherwise fall
16 within the definition of the Class, if they so desire, to opt out of the Action and individually pursue any
17 Release Claims that he or she may have.

18 **2.8** As set forth above, without admitting any wrongdoing or liability, Defendant is willing to
19 agree to the terms of the Settlement in order to settle, compromise, and fully resolve the Action and
20 Released Claims (as defined below).

21 **3. Limitation on Effect of Settlement.**

22 The Settlement will not constitute, in this or any other proceeding, an admission of any kind by
23 Defendant, including without limitation, that certification of a class is appropriate or proper or that
24 Plaintiff could establish any of the requisite elements for class treatment of any of the claims in the Action.
25 In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated, and any
26 class and representative action, which were certified for settlement purposes only, shall be vacated, and
27 shall be of no force or effect whatsoever and shall not be admissible nor construed as an admission or
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1 concession of any kind by the Parties, in whole or part, and Defendant expressly reserves all rights to
2 challenge certification of a class on all available grounds.

3 **4. Establishment of the GSA.**

4 This Settlement will be made on a non-claims-made basis and will be non-reversionary. Under no
5 circumstances will any of the GSA revert to Defendant. Defendant shall pay a total of no more than the
6 GSA, which will cover payment by Defendant pursuant to this Settlement Agreement, to Settlement Class
7 Members, Settlement Administration Costs, attorneys' fees and litigation costs to Class Counsel, and
8 Service Award to Plaintiff, except that Defendant shall pay, in addition, all employer-side payroll tax
9 payments (e.g., FICA, FUTA, etc.) due and payable to federal and state tax authorities as a result of this
10 Settlement. Within fourteen (14) business days after the Final Effective Date of this Settlement
11 Agreement Defendant will deposit money into an account, through the Settlement Administrator, in an
12 amount equal to the GSA, plus Defendant's portion of payroll taxes in connection with the wages portion
13 of the NSA.

14 **5. Attorneys' Fees and Costs.**

15 Class Counsel shall request attorneys' fees up to 1/3 of the GSA, i.e., \$233,333.33, for attorneys'
16 fees; and up to \$20,000 for reimbursement of litigation costs. Defendant agrees to not oppose Class
17 Counsel's request for attorneys' fees and costs in these amounts. Defendant will not oppose a request for
18 attorneys' fees up to one-third of the GSA or a request for litigation costs and expenses of up to \$20,000,
19 but retains the right to oppose and requests above these amounts. The terms of this Settlement Agreement
20 will not be abrogated and will continue in full force even if the Court awards a lower amount of attorneys'
21 fees or costs than requested by Class Counsel. Any unapproved amount of attorneys' fees and litigation
22 costs will be added to the NSA and be distributed to the Settlement Class Members.

23 **6. Enhancement Award.**

24 Class Counsel shall request an Enhancement Award of up to Seven Thousand Five Hundred
25 Dollars (\$7,500) for Plaintiff. Defendant retains the right to object to an Enhancement Award in excess
26 of this amount. Any unapproved amounts will be added to the NSA and be distributed to the Settlement
27 Class Members.

1 **7. PAGA Award**

2 Subject to Court approval, \$20,000 shall be attributed to Plaintiff's claims under PAGA. The
3 Settlement Administrator shall apportion and distribute the \$20,000 payment as follows: (a) \$15,000 shall
4 be paid to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims; and (b) \$5,000
5 shall be added to the NSA and distributed to the Settlement Class Members as their 25% share of the
6 settlement of civil penalties for PAGA claims.

7 **8. Costs of Settlement Administration.**

8 The Parties have mutually agreed to the selection of CPT ("Settlement Administrator"), to
9 undertake the administration of the Settlement in this Action. The Parties estimate that the costs and
10 expenses of administration of the settlement will not exceed \$30,000.

11 **9. Calculation of the NSA and Distribution of Settlement Proceeds.**

12 **9.1.1** This settlement is a "non-claims-made" settlement. Each Settlement Class Member will be
13 entitled to a share of the NSA in accordance with the formula set forth below. Payments will be made
14 from the NSA only to Settlement Class Members, as set forth herein.

15 **9.1.2** Each Settlement Class Member will be paid a portion of the NSA in accordance with the
16 following formula: Each Settlement Class Member's potential share of the NSA will be calculated by
17 dividing the number of credits taught by the Settlement Class Member during the Class Period as an
18 adjunct instructor ("Credits") by all the number of credits taught by all Settlement Class Members as an
19 adjunct instructor in California during the Class Period, and then multiplying the resulting figure by the
20 NSA. Zero-credit courses will be treated as one-credit courses for the purposes of this calculation.
21 Settlement Class Members' credits will be weighted as follows: the credits taught as part of a course that
22 was solely online will be reduced by one-quarter (i.e. they will be multiplied by 0.75).

23 **9.1.3** The amount distributed to Settlement Class Members, plus all required withholdings, shall
24 not exceed the NSA.

25 **9.1.4** If a Class Member timely and validly submits a Request for Exclusion, as set forth herein,
26 his or her share will return to the NSA and will be distributed to the remaining Settlement Class Members.

27 **9.2** Payments to Class Members pursuant to this Settlement Agreement will not be construed as
28 compensation for purposes of determining eligibility for or benefit calculations of any health and welfare

1 **9.1.2 [Corrected]:** Each Settlement Class Member will be paid a portion of the NSA in accordance
2 with the following formula: Each Settlement Class Member’s potential share of the NSA will be
3 calculated by dividing the number of credits taught by the Settlement Class Member during the Class
4 Period as an adjunct instructor (“Credits”) by all the number of credits taught by all Settlement Class
5 Members as an adjunct instructor in California during the Class Period, and then multiplying the resulting
6 figure by the NSA. Zero-credit courses will be treated as one-credit courses for the purposes of this
7 calculation. Settlement Class Members’ credits will be weighted as follows: (1) the credits taught as part
8 of a course that was solely online will be reduced by one-quarter (i.e. they will be multiplied by 0.75), and
9 (2) the credits taught as a course that took place in or after the Fall 2019 academic term will be reduced
10 by three-quarters (i.e., they will be multiplied by 0.25).
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benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, including, without limitation, all plans, subject to Employee Retirement Income Security Act ("ERISA"). The Parties agree these payments do not represent any modification of any employee's previously-credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

9.3 Within fourteen (14) business days after the Final Effective Date of this Settlement Agreement Defendant will deposit money into an account, through the Settlement Administrator, in an amount equal to the GSA, plus Defendant's portion of payroll taxes in connection with the wages portion of the NSA.

9.4 Within twenty (20) calendar days of the Final Effective Date, the Settlement Administrator will pay all Class Members' settlement shares, and attorney's fees, costs, enhancement payments, and administration costs, as approved by the Court.

9.5 Class Member Payment Checks that are not cashed within one hundred and eighty (180) calendar days from the date of issuance by the Settlement Administrator, will be cancelled. Class Members whose Class Member Payment checks are not timely cashed and which are cancelled, will be deemed to have irrevocably waived any right in or claim to any payment under the Settlement, but the settlement and their release of Released Claims will remain binding upon them. The value of the cancelled Class Member Payment checks will be transmitted in conformity with California Civil Procedure Code section 384, as follows: one-hundred percent (100%) to the non-profit organization Interdisciplinary Center for Healthy Workplaces.

9.6 Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

10. Tax Treatment.

10.1 Tax Treatment of Class Member Payments: One-third of each Settlement Payment will be allocated as wages and reported on an IRS Form W-2; one-third will be allocated as penalties and reported on IRS Form 1099; and one-third will be allocated as interest and reported on IRS Form 1099.

10.2 Employer's Portion of Payroll Taxes: Defendant shall pay the employer's portion of payroll taxes with respect to the wage portion of Class Member Payments separately and in addition to the GSA.

10.3 Tax Treatment of Service Award: Plaintiff will receive an IRS Form 1099 for his individual Service Award and will be responsible for payment of any taxes owing on said amount.

10.4 Tax Treatment of Attorneys' Fees and Cost Award: Class Counsel will receive an IRS Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs and will be responsible for payment of any taxes owing on said amount.

10.5 No Tax Advice: Neither Plaintiff nor Defendant, nor the parties' attorneys, shall give or are giving any tax advice in connection with the settlement or any payments to be made pursuant to this settlement. Each Settlement Class Member agrees to indemnify, and hold harmless Defendant from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

11. Notice Administration.

11.1.1 Within twenty (20) calendar days of the later of the Preliminary Approval Order or court approval of settlement notice to the class Defendant shall provide the Settlement Administrator with the following information ("Class Data List"):

(a) the names, employment identification number, last known addresses, last known telephone numbers, and Social Security numbers of each Class Member;

(b) the number of Credits being attributed to each Class Member, as calculated based on the formula set forth in Section 9.1.2.

11.1.2 Upon its receipt of the Class Data List, the Settlement Administrator shall access the National Change of Address ("NCOA") Database, and update the addresses contained therein.

11.1.3 Within thirty-five (35) days of the later of the Preliminary Approval Order or court approval of settlement notice to the class, the Settlement Administrator shall provide the Class Notice by bulk first class mail, forwarding requested, to the Class Members at the addresses identified through the process described above.

11.1.4 As to any Class Notices that are returned as undeliverable, or where the NCOA Database indicates that the last known address of any Class Member is invalid or otherwise undeliverable,

1 the Settlement Administrator will perform a skip trace procedure and re-mail all returned, undelivered
2 mail within five (5) calendar days of the date on which the Settlement Administrator is informed that a
3 Class Notice is undeliverable or otherwise invalid.

4 **11.1.5** Other than the obligations set forth in this Settlement Agreement, Parties will have
5 no additional obligation to identify or locate any Class Member.

6 **11.1.6** Parties will not be responsible for nor have any liability in connection with the
7 provision of Class Member data to the Settlement Administrator, outside of the obligations set forth in the
8 Settlement Agreement. The Settlement Administrator and all those working through, in concert with, or
9 on behalf of the Settlement Administrator, shall be obligated to take all reasonable steps to maintain the
10 confidentiality of Class Member information and to carry out the other duties enumerated in the Settlement
11 Agreement, including calculating each Class Member's potential share of the Settlement.

12 **11.1.7** The Settlement Administrator shall provide Defendant's counsel and Class Counsel
13 with weekly summary reports, including the total number of Class Notices that were returned as
14 undeliverable, the total number of objections, and disputes regarding Credits, and/or Requests for
15 Exclusion. The Settlement Administrator shall maintain records of its work, which will be available for
16 inspection upon request by Defendant's counsel.

17 **12. Class Notice and Notification of Credits.**

18 **12.1** The Class Notice will be a pre-printed notice, in substantially the form attached hereto as
19 **Exhibit A** and to be approved by the Court. In addition to other information contained on the Class
20 Notice, the Class Notice will state the number of Credits that the Class Member worked as an Adjunct
21 Instructor in California during the Class Period for Defendant, according to Defendant's records.

22 **13. Request for Exclusion.**

23 **13.1** Any Class Member may elect to opt out of the Settlement by submitting a written Request
24 for Exclusion from the Settlement to the Settlement Administrator, postmarked no later than the Response
25 Deadline. The Request for Exclusion must contain the following: the Class Member's full name,
26 signature, address and last four digits of his or her social security number, and a clear statement that he or
27 she seeks to be excluded from the Settlement. The Settlement Administrator shall immediately send all
28 Requests for Exclusion to Defendant's counsel and Class Counsel. A Class Member who fails to comply

1 with the opt out procedure set forth herein on or before the Response Deadline will not be excluded and
2 will instead be bound by all provisions of the Settlement Agreement and all orders issued pursuant thereto.

3 **13.2** Any Class Member who elects to opt out of the Class in the manner and within the time limits
4 specified above and in the Class Notice: (1) will not have any rights under the Settlement Agreement; (2)
5 will not be entitled to receive any compensation under the Settlement Agreement; (3) will not have
6 standing to submit any objection to the Settlement Agreement; and (4) will not be bound by the Settlement
7 Agreement.

8 **13.3** Except for persons who elect to opt out of the Settlement in the manner and within the time
9 limits specified above, in the Preliminary Approval Order, and in the Class Notice, all Class Members,
10 will be deemed to be within the Class for all purposes under this Settlement Agreement, will be bound by
11 the terms and conditions of this Settlement Agreement, including all orders issued pursuant thereto.

12 **13.4** If the Settlement Agreement is given final approval, it will operate as a full, complete, and
13 final release of all the Released Claims of the Class Representative and all Settlement Class Members,
14 and as an effective covenant not to sue.

15 **14. Objections.**

16 Any Class Member who does not request exclusion from the Settlement may object to the
17 Settlement Agreement by sending the Settlement Administrator, not later than the Response Deadline, a
18 written statement objecting to the Settlement. The written objection must contain: the Class Member's
19 full name, address, last four digits of his or her social security number, the case name and number of the
20 Action, and a clear statement of the basis for his or her objection. The Settlement Administrator shall
21 immediately send all objections to counsel for Defendant and Class Counsel.

22 Counsel for the Parties shall file any responses to any objections at the time the Motion for Final
23 Approval is filed. Class Members may, prior to the Final Approval Hearing, withdraw their objections or
24 opt out requests in a writing to the Settlement Administrator, which may then be filed with the Court.

25 All Parties and their counsel will not seek to solicit or otherwise encourage any Class Member to
26 submit an opt out request or objection, nor encourage any Class Member to appeal from the final judgment.
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1 **15. Resolution of Disputes.**

2 If a Class Member timely disputes the number of Credits listed on his or her Class Notice, the
3 dispute will be submitted to the Settlement Administrator, who will examine the records and either verify
4 the calculation or provide a corrected calculation. Disputes must be in writing that is submitted to the
5 Settlement Administrator, postmarked on or before the Response Deadline. The dispute must contain:
6 Class Member's full name, address, signature, and last four digits of his or her Social Security number;
7 and any facts supporting the Class Member's dispute, along with any supporting materials confirming that
8 the Credits attributed to him or her are incorrect. The Settlement Administrator's determination of disputes
9 will be final and non-appealable.

10 **16. Non-Materiality of Attorneys' Fees, Costs and Enhancement Awards.**

11 Any denial or reduction in amount by the Court of the application for attorneys' fees and litigation
12 costs, Enhancement Awards, and/or Settlement Administration Costs will in no way affect the validity the
13 remainder of this Settlement Agreement, or give rise to a right to abrogate this Settlement Agreement.

14 **17. Released Claims:** Each member of the Settlement Class releases Released Parties from any
15 and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses,
16 attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown,
17 contingent or accrued, under any legal theory under state law for any alleged failure to pay all business
18 expense reimbursements, wages due (including minimum wage and overtime wages), failure to pay for all
19 hours worked (including off-the clock), failure to provide meal and authorize and permit rest periods,
20 short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely
21 pay wages and final wages and waiting time penalties, failure to furnish accurate wage statements including
22 claims derivative and/or related to these claims, liquidated damages, and conversion of wages, up to and
23 including the date of preliminary approval by the Court. This Release shall include, claims that were raised,
24 or that reasonably could have been raised based on the facts and allegations in the Complaint. This Release
25 shall include all claims and theories arising under the applicable regulations, Labor Code section 2802, Wage
26 Orders and Labor Code, state wage and hour law, as well as claims under Business and Professions Code
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section 17200 *et seq.*, and/or Labor Code section 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 Class Period.

17.1 Plaintiff's General Release: In addition to the Released Claims, Plaintiff shall be bound by a complete and general release of all claims under any and all applicable federal and state laws and/or regulations as to Released Parties, and shall also be bound by a California Civil Code section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law, such as claims for workers' compensation benefits. California Civil Code section 1542 reads as follows:

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

18. Application for Preliminary Approval.

18.1 After the Parties' execution of this Settlement Agreement, Plaintiff shall file a motion for preliminary approval of the Settlement, requesting a Preliminary Approval Order that contains the following provisions:

18.1.1 preliminarily approving the Settlement Agreement and its terms;

18.1.2 preliminarily approving and certifying the Class for settlement purposes only;

18.1.3 approving the form of the Class Notice, and finding that the proposed method of disseminating the Class Notice meets the requirements of due process and is the best notice practicable under the circumstances;

18.1.4 establishing the procedures and the deadline by which Settlement Class Members may assert objections to the Settlement, seek exclusion from the Settlement, and/or dispute their Settlement Shares; and

18.1.5 setting a date for the Final Approval Hearing.

18.2 Counsel for Defendant will be given an opportunity to review and comment on the motion for preliminary approval of the Settlement prior to its being filed with the Court, and such comments will be implemented to the extent reasonable.

19. Final Approval Order and Final Judgment.

19.1 If the Settlement is preliminarily approved by the Court, the Parties shall thereafter request that the Court enter an order granting final approval of the Settlement and judgment based thereon (“Final Approval Order and Judgment”), which includes the following provisions:

19.1.1 confirming certification of the Class for settlement purposes only;

19.1.2 finding that the dissemination of the Class Notice in the form and manner ordered by the Court was accomplished as directed, met the requirements of due process; and

19.1.3 finally approving the Settlement Agreement and the Settlement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions;

19.1.4 directing the Parties to implement the terms of the Settlement Agreement;

19.1.5 releasing and discharging the Released Parties from any and all liability with respect to the Released Claims as hereinabove provided;

19.1.6 resolving and settling all the Released Claims by the Class Representative and all Settlement Class Members, as herein above provided, with the release precluding them from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any of the Released Parties, that asserts any Released Claims.

19.1.7 awarding reasonable attorneys’ fees and litigation costs to Class Counsel as determined by the Court;

19.1.8 awarding an Enhancement Award to Class Representative as determined by the Court;

19.1.9 awarding Settlement Administration Costs to the Settlement Administrator as determined by the Court and other administration costs as provided herein;

19.1.10 approving the allocation of PAGA Penalties to the LWDA;

19.1.11 entering final judgment on the Complaint; and

19.1.12 preserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and enforcement of the Judgment.

1 **19.2** Counsel for Defendant will be given an opportunity to comment on the motion for final
2 approval of the Settlement prior to its being filed with the Court, and such comments will be implemented
3 to the extent reasonable.

4 **20. Effect of Settlement Not Being Final.**

5 In the event that the Settlement does not become final, then the Settlement Agreement will become
6 null and void, and all negotiations, proceedings, and statements relating thereto will be without prejudice
7 as to the rights of any and all Parties hereto, and all Parties and their respective predecessors and successors
8 will be deemed to have reverted to their respective positions in the Action as of the date and time
9 immediately prior to the execution of this Settlement Agreement. If the Court does not approve either
10 preliminarily or finally any material term or condition of the Settlement Agreement, or if the Court effects
11 a material change to the Parties' settlement (including but not limited to the scope of release to be granted
12 by Class Members or the binding effect of the Settlement on Class Members), the Parties shall work
13 together in good faith to address any concerns raised by the Court and propose a revised Settlement for
14 the Court's approval.

15 **21. Amendment to the Complaint and PAGA Notice.**

16 Plaintiff agrees to amend his First Amended Complaint to add claims for failure to reimburse
17 reasonable business expenses, failure to provide meal breaks and for waiting time penalties, and any other
18 claims and theories encompassed by the settlement to ensure that all included claims and theories are
19 clearly articulated and covered. Plaintiff also agrees to amend his PAGA Notice to include a claim for
20 failure to provide meal breaks and for waiting time penalties, and any other claims and theories
21 encompassed by the settlement to ensure that all included claims and theories are clearly articulated and
22 covered.

23 **22. Withdrawal From Settlement Based on Requests for Exclusion.**

24 Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement in the
25 event that more than ten percent (10%) of the Class Members opt out. Defendant must provide written
26 notice to Class Counsel of its withdrawal within thirty (30) calendar days of the Response Deadline. All
27 signatories and their counsel agree not to encourage opt-outs. Class Counsel and CBU specifically agree
28

1 not to solicit opt-outs, directly or indirectly, through any means. If Defendant exercises this right, it shall
2 be solely responsible for the costs incurred for settlement administration up to the date of nullification.

3 **23. Escalator Clause.**

4 The parties agree that if the number of Settlement Class members exceeds 927 by more than six
5 percent (6.0%), the Gross Settlement Amount will be increased proportionately for each additional
6 Settlement Class Member above the six percent (6.0%) threshold. For example, if the number of
7 Settlement Class members increases by ten percent (10%), the Gross Settlement Amount shall be
8 increased by four percent (4%).

9 **24. No Admissions.**

10 The Parties understand and agree that this Settlement Agreement is the result of a good faith
11 compromise settlement of disputed claims, and no part of this Settlement Agreement, or any conduct or
12 written or oral statements made in connection with this Settlement and this Settlement Agreement,
13 including the unfinished Memorandum of Understanding, whether or not the Settlement is finally
14 approved and/or consummated, or the negotiations leading to the Settlement Agreement, or any document
15 filed in support thereof, should be construed as an admission or concession of any kind by Defendant or
16 any of the Released Parties.

17 **25. Avoidance of Undue Publicity.**

18 Except as required to obtain preliminary or final approval in this case, Plaintiff and Class Counsel
19 agree not to publicize the amount or other terms of this settlement to any person. Nothing herein will
20 restrict Class Counsel from including publicly available information regarding this settlement in future
21 judicial submissions regarding Class Counsel's qualifications and experience.

22 **26. Non-Disparagement.**

23 Released Parties agree that all inquiries about Plaintiff shall be referred to Human Resources, who
24 will confirm the Plaintiff's dates of employment, last salary, and position held. No other information
25
26
27
28

1 concerning Plaintiff's work history will be provided by Human Resources without authorization from
2 Plaintiff.

3 **27. Construction.**

4 This Settlement Agreement was entered into after substantial good faith, arm's-length negotiations
5 between the Parties. This Settlement Agreement has been entered into without any coercion and under no
6 duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement
7 Agreement so that it will not be deemed to have been prepared or drafted by one party or another.

8 **28. Due Authority of Attorneys.**

9 Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties hereto
10 warrants and represents that he or she has been duly authorized and empowered to execute this Settlement
11 Agreement on behalf of each such respective Party and to bind them to the terms hereof. The parties also
12 warrant that this Agreement is entered into knowingly and willingly and there is no fraud, duress, or undue
13 influence.

14 **29. Entire Agreement.**

15 This Settlement Agreement (including Exhibits hereto) sets forth the entire agreement of the
16 Parties with respect to its subject matter and supersedes any and all other prior agreements and all
17 negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding
18 the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties,
19 promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any
20 of the Parties that are not embodied or incorporated by reference herein. Except as otherwise set forth in
21 this Agreement, any notice, order, judgment, or other exhibit that requires approval of the Court must be
22 approved without material alteration that substantially changes or increases the cost of compliance with
23 this Settlement Agreement in order for this Settlement Agreement to become effective. Before invoking
24 this provision to challenge the effectiveness of this Settlement Agreement, the invoking party shall consult
25 with, and if necessary mediate in good faith with, the other party in an effort to resolve any such challenge.

26 **30. Modification or Amendment.**

27 This Settlement Agreement may not be modified or amended except in a writing signed by all
28 signatories hereto or their attorneys or their successors in interest.

1 **31. Successors.**

2 This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and
3 their respective heirs, executors, administrators, successors and assigns, and upon any corporation,
4 partnership or other entity into or with which any Party hereto may merge, combine, or consolidate.

5 **32. Counterparts.**

6 This Settlement Agreement may be executed in counterparts, each of which will be deemed an
7 original, and all of which together will constitute one and the same instrument.

8 **33. Waivers.**

9 The waiver by any Party of any breach of this Settlement Agreement will not be deemed or
10 construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this
11 Settlement Agreement.

12 **34. Governing Law.**

13 This Settlement Agreement will be governed by and construed, enforced, and administered in
14 accordance with the internal laws of the State of California.

15 **35. Headings.**

16 The headings contained in this Settlement Agreement are for convenience and reference purposes
17 only, and will not be given weight in its construction.

18 **36. Notices.**

19 Any notices, requests, demands, or other communications required or permitted to be given
20 pursuant to this Settlement Agreement, other than the contemplated Class Notice to the Class Members,
21 must be in writing and mailed as follows:

22 **36.1** To Class Counsel to the attention of Julian Hammond, Esq., HammondLaw, P.C., 1829
23 Reisterstown Road, Suite 410, Baltimore, Maryland 21208; Telephone: (310) 601-6766 and to the
24 attention of William Jhaveri-Weeks, Esq., Jhaveri-Weeks Law, 351 California St. Ste. 700, San Francisco,
25 CA 94104.

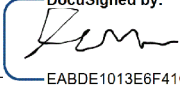
26 **36.2** To Defendant and counsel for Defendant, to the attention of Andrew McNaught, Esq.,
27 Seyfarth Shaw, 560 Mission Street, Suite 3100, San Francisco, CA 94105-2930; Telephone: (415) 544-
28 1022.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Plaintiff and Proposed Class Representative

Dated: 6/23/2020, 2020

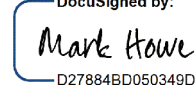
By:

DocuSigned by:

 EABDE1013E6F41C...
 Jason Ott

California Baptist University

Dated: 6/23/2020, 2020

By:

DocuSigned by:

 D27884BD050349D...
 Name: Mark Howe
 Title: VP, Finance & Admin

On behalf of Defendant

APPROVED AS TO FORM:

Counsel for Plaintiff and Proposed Class Counsel

Dated: 6/23/2020, 2020

By:

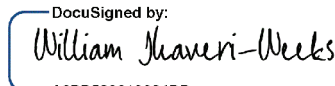
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 Julian Hammond

HammondLaw, P.C.

Dated: 6/23/2020, 2020

By:

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 William Jhaveri-Weeks

Jhaveri-Weeks Law

Counsel for Defendant

Dated: 6/23/2020, 2020

By:

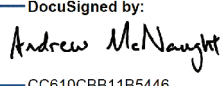
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 Jeffrey A. Berman
 Andrew M. McNaught
 Seyfarth Shaw LLP

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Ott v. California Baptist University
(County of Riverside, California Superior Court Case No. RIC1904830)

As a current or former Adjunct Faculty Member for California Baptist University in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because California Baptist University's ("Defendant" or "CBU") records show you are a "Class Member," and therefore entitled to a payment from this class action Settlement. Class Members are all Adjunct Faculty Members who worked for CBU in California at any time from September 23, 2015 through [DATE].

- The settlement resolves a class-action lawsuit, *Ott v. California Baptist University* (the "Lawsuit"), which alleges Defendant: (1) failed to pay Class Members for all hours worked, (2) failed to provide Class Members legally-compliant meal and rest breaks under California law, and (3) failed to reimburse necessary cellular phone expenses. In addition, Plaintiff alleges that as a result of the foregoing violations, Class Members were not paid all wages owed upon separation from employment and that Defendant failed to furnish timely and accurate wage statements.
- On [REDACTED], the Riverside County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. CBU vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, CPT Group, Inc., about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for [DATE AND TIME] in the [COURTHOUSE NAME] of Riverside County Superior Court, located at [COURTHOUSE ADDRESS].

Questions? Contact the Settlement Claims Administrator toll free at 1-800-779-2104

The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED].m. on [REDACTED], in the [COURTHOUSE NAME] of Riverside County Superior Court, located at [COURTHOUSE ADDRESS]. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant's records show that you currently work, or previously worked, for Defendant in California as an Adjunct Faculty Member at some point between September 23, 2015 and [DATE OF PRELIMINARY APPROVAL]. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Jason Ott worked as an Adjunct Instructor for CBU in California. He is the "Plaintiff" in this case and is suing on behalf of himself and Class Members for CBU's alleged failure to pay all wages due for all hours worked, failure to provide Class Members with legally-compliant rest and meal breaks, and failure to reimburse certain costs of using a personal cellular phone for work purposes. In addition, Plaintiff alleges that, as a result of the foregoing violations, Class Members were not paid all wages owed upon separation from employment and that Defendant failed to furnish timely and accurate wage statements.

CBU denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this Class Action Settlement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiff and CBU have agreed to settle this case on behalf of themselves and the Class Members for the Gross Settlement Amount of \$700,000. The Gross Settlement includes: (1) Administration Costs up to \$30,000; (2) a service payment of up to \$7,500 to Plaintiff for his time and efforts in pursuing this case and in exchange for a general release of claims against CBU; (3) up to \$233,333.33 attorneys' fees (1/3 of the Settlement Amount) and up to \$20,000 to reimburse litigation costs advanced by Class Counsel; and (4) payment allocated to the State of California for Private Attorneys General Act ("PAGA") penalties in the amount of \$15,000. After deducting these sums, a total of approximately \$394,166.67 will be available for distribution to Class Members ("Net Settlement Amount"). In addition to the Gross Settlement, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

Distribution to Class Members

Class Members who do not opt out will receive a pro-rata payment based on the number of credits that they taught during the Class Period in proportion to the credits taught by all Class Members. Class Members' credits will be

Questions? Contact the Settlement Claims Administrator toll free at 1-800-779-2104

weighted as follows: (1) the credits taught as part of a course that was solely online will be reduced by one-quarter (i.e. they will be multiplied by 0.75) and (2) the credits taught as a part of a course that took place in or after the Fall 2019 academic term will be reduced by three-quarters (i.e., they will be multiplied by 0.25).

Defendant's records indicate that you taught approximately <<Credit>> Credits as an Adjunct Faculty Member between September 23, 2015 and [DATE OF PRELIMINARY APPROVAL]. Based on these records, your estimated payment as a Class Member would be \$<<Estimated Award>>. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than **RESPONSE DEADLINE**. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

One-third of each Settlement Payment will be allocated as wages and reported on an IRS Form W-2; one-third will be allocated as penalties and reported on IRS Form 1099; and one-third will be allocated as interest and reported on IRS Form 1099. Please consult a tax advisor regarding the tax consequences of your Settlement Award. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Settlement Check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Plaintiff and all Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

“Released Claims” means all claims, 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 pay all business expense reimbursements, wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock), 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 timely pay wages and final wages and waiting time penalties, 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, Labor Code section 2802, Wage Orders and Labor Code, state wage and hour law, as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code section 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 Class Period

“Class Period” means the period from September 23, 2015 through [date of Preliminary Approval].

Questions? Contact the Settlement Claims Administrator toll free at 1-800-779-2104

“Released Parties” means CBU, and any parent, subsidiary, affiliate, predecessor or successor, and all agents, trustees, employees, officers, directors and attorneys thereof.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail, e-mail or facsimile, to the address below.

CPT Group, Inc.

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **[RESPONSE DEADLINE]**. If you exclude yourself from the Settlement then you will get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement you may file an objection in writing stating why you object to the Settlement. Your objection must provide your full name, address and telephone number, the last four digits of your Social Security Number, the case number and name, and your reasons why you think the Court should not approve the Settlement. Your objection must be mailed to the Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED].m. in the **[COURTHOUSE NAME]** of Riverside County Superior Court, located at **[COURTHOUSE ADDRESS]**, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit **www.[REDACTED].com**, call the Settlement Administrator at **[PHONE NUMBER]**, or Class Counsel at:

JHAVERI-WEEKS LAW
William Jhaveri-Weeks (SBN 289984)
wjw@jhaveriweeks.com
351 California Street, Suite 700
San Francisco, CA 94104
Tel. (415) 723-2803
Fax (415) 367-1439

Questions? Contact the Settlement Claims Administrator toll free at 1-800-779-2104

HAMMONDLAW, P.C.
Julian Hammond (SBN 268489)
jhammond@hammondlawpc.com
Polina Brandler (SBN 269086)
pbrandler@hammondlawpc.com
Ari Cherniak (SBN 290071)
acherniak@hammondlaw.com
1829 Reisterstown Rd. Suite 410
Baltimore, MD 21208
Tel: (310) 601-6766
Fax: (310) 295-2385

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of Riverside County Superior Court, located at [ADDRESS], during regular business hours of each court day, or may be viewed through the Court's website at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
CBU, OR CBU'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Claims Administrator toll free at 1-800-779-2104