IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

NOTICE OF SETTLEMENT OF CLASS ACTION AGAINST AGAINST YOSEMITE COMMUNITY COLLEGE DISTRICT

INTRODUCTION

The Court has preliminarily approved a proposed settlement ("Settlement") of the claims asserted against the Yosemite Community College District (the "District") in this class action. Plaintiffs allege that the District and other community college defendants failed to pay part-time professors they employed at least the minimum wage for all of their hours worked outside of the classroom. The claims against the District were brought by named Plaintiffs Stan Porter and Joseph McCarty ("Plaintiffs"), each of whom have been part-time professors employed by the District.

If you do not opt out of the Settlement and the Court grants final approval, you will be a Participating Class Member and will be mailed a check for your estimated individual class payment totaling approximately **$3,666.15** before tax withholding.

This Notice explains the class action lawsuit, the terms of the Settlement and your rights and obligations. The Notice is not intended to be and should not be understood as an expression of any opinion by the Court as to the merits of any of the claims or defenses asserted in the case. The Notice contains information about the following topics:

1. What is the Action About and Why Was This Notice Sent?

2. Who is Affected by the Settlement?

3. Why Did I Get This Notice?

4. What Are The Terms of The Settlement?

5. How was My Individual Class Payment Calculated?

6. Who Is Class Counsel?

7. Are Attorneys' Fees, Costs, Expenses, And Service Payments Being Sought?

8. What Are My Options Regarding The Settlement?

9. What Claims Would You Release?

10. What Happens If The Court Determines Final Approval of The Settlement is Warranted?

11. What Happens If The Court Does Not Finally Approve The Settlement?

12. When is the Final Settlement Approval Hearing?

13. No Retaliation

14. What If I Have Questions?

1. What is The Action About and Why Was This Notice Sent?

Plaintiffs are part-time professors employed by the District who filed a lawsuit (the "Action") alleging that they and other part-time professors employed by the District were not compensated for all hours worked outside of the classroom performing tasks that are necessary for their courses, including but not limited to preparing for class, grading quizzes and papers, communicating with students and administration. Plaintiffs allege that the District's compensation practices for part-time instructors during the Class Period violated California's minimum-wage laws, which are set forth in California Labor Code §§ 1194 and 1197 and Industrial Welfare Commission Wage Order No. 4-2001.

The Settlement is a compromise of disputed claims. The District denies violating any laws and contends it has complied with all applicable laws.

2. Who is Affected by The Proposed Settlement?

The Settlement covers anyone who was a part-time instructor employed by the District during the following Class Period -- from Spring term 2024, which commenced on January 16, 2024, through and including summer session 2026, (i.e., the academic sessions comprised of spring semester 2024, summer session 2024, fall semester 2024, spring semester 2025, summer session 2025, fall semester 2025 and Spring semester 2026 up through August 15, 2026). These individuals are referred to in this Notice as the "Class Members".

3. Why Did I Get This Notice?

On October 16, 2026, the Court preliminary approved a Settlement Agreement entered into by the Parties, certified the Class for settlement purposes only, and authorized the mailing of this Notice to you. You have received this Notice because the District's records indicate you were employed by the District as a part-time professor during the Class Period.

4. What Are The Terms of The Settlement?

Pursuant to the Settlement, the District has agreed to pay up to a total of $3,500,000.00 ("Gross Settlement Amount") to resolve all claims asserted in the Action, inclusive of all alleged unpaid compensation, interest, attorneys' fees, costs and expenses, service payments to the representative Plaintiffs, individual class payments to participating members of the Class, the costs of administering the settlement, and all other settlement-related payments and costs.

"Net Settlement Amount" means the Gross Settlement Amount, less the following payments in amounts awarded by the Court: Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Notice and Administration Payment. The Net Settlement Amount will be distributed to Participating Class Members as Individual Class Payments.

There will be a Final Settlement Approval Hearing. See Section 12, below. If the Court grants final approval of the Settlement at or following this Hearing, and you do not opt out, you will be eligible to receive the estimated Individual Class Payment described in the Introduction, above.

5. How was My Individual Class Payment Determined?

Your Individual Class Payment was calculated by (a) dividing the Net Settlement Amount (see Section 4 above) by the total number of units worked by all Participating Class Members during the Class Period, and (b) multiplying that result by the total number of units you taught during the Class Period. Non-Participating Class Members (those who opt-out) will not receive any Individual Class Payment.

Thirty percent (30%) of your Individual Class Payment will be allocated as wage income, reported on IRS Form W-2 and subject to applicable employee-side deductions for wage earnings. Yosemite Community College District has agreed to pay the employer-side payroll taxes on this wage portion. The remaining seventy percent (70%) will not be subject to wage withholdings or payroll deductions and reported on IRS Form 1099.

The number of units used for you in the calculation is **32**. If you believe that number is incorrect, you must submit a challenge to the Settlement Administrator so that it is received by December 28, 2026, using one of the methods set forth in Section 14 below. If you submit your challenge by mail, it must postmarked no later than that date.

6. Who Is Class Counsel?

The Court has appointed the following lawyers as Class Counsel to represent the Class Members:

KLAFTER LESSER LLP
Jeffrey A. Klafter
Seth R. Lesser
Jessica Rado
Two International Drive, Suite 350
Rye Brook NY 10573
Telephone: (914) 934-9200

JAVERBAUM WURGAFT HICKS
KAHN WIKSTROM & SININS
Michael A. Galpern
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Amy Winters
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Voorhees, NJ 08043
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KEMNITZER, BARRON & KRIEG, LLP
Adam J. McNeile
1120 Mar West St., Ste. C-2
Tiburon, CA 94920
Telephone: (415) 632-1979

LAW OFFICES OF DANIEL M. GALPERN
Daniel M. Galpern
2495 Hilyard Street, Ste A.
Eugene, Oregon 97405
Telephone: 541.968.7164

CLARKSON LAW FIRM, P.C.
Glenn Danas
Maksim Gorbunov
22525 Pacific Coast Highway
Malibu, CA 90265
Tel. (213) 788-4050
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7. Are Attorneys' Fees, Costs, Expenses, And Service Payments Being Sought?

Class Counsel has pursued the lawsuit on a contingent basis for years and has not received any payment of fees or any reimbursement of their out-of-pocket expenses related to the recovery on behalf of the Class. As part of the Settlement, subject to Court approval, Class Counsel intend to apply to the Court for an award of attorneys' fees for all Class Counsel in an amount not to exceed 33.33% of the Gross Settlement Amount plus an award of $13,500 to reimburse Class Counsel for their reasonable expenses in pursuing the Action. In addition, Plaintiffs Porter and McCarty who served as named plaintiffs for the claims now being settled, and who expended significant time and effort in getting the claims litigated and settled, will seek Court approval of Service Awards of no greater than $7,500 each for their role in this case. Finally, an amount of up to $15,000 will be paid to the Settlement Administrator for services administering the Settlement. The Attorneys' fees, expenses, Service Awards and settlement administration expenses have already been taken into account in determining your estimated Individual Class Payment described in the Introduction above.

8. What Are My Options Regarding The Settlement?

A. Request to be Excluded: If you wish to exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator so that it is received by the Settlement Administrator by December 28, 2026 using one of the methods set forth in Section 14 below. If you submit your request for exclusion by mail, it must be mailed to the address provided in Section 14 below and postmarked by no later than December 28, 2026.

To be effective, the request for exclusion must clearly express your intent to be excluded from the Class, and must include your name, address, telephone number, and Social Security number, and it must be signed by you. **If you exclude yourself, you will <u>not</u> receive any Individual Class Payment from the Settlement.**

If you fail to include the required information, or if your request for exclusion is not timely received by the Settlement Administrator, your request for exclusion will be deemed null, void, and ineffective. Failure to be excluded will result in you remaining a member of the Class and you will be bound by any final judgment related to the Class. If you validly and timely request exclusion from the Class, you will not be bound by any final judgment, and you will not be precluded from instituting or prosecuting any individual claim you may otherwise have against the District concerning the alleged violations asserted in the Action.

B. Object: If you are a member of the Class and you do not request to be excluded, you may object to the terms of the Settlement, to Class Counsel's requests for attorneys' fees and expenses and/or to Class Representatives Service Payments. Your objection must be submitted directly to the Settlement Administrator. If you object and the Settlement is approved, and you fail to submit a timely, valid request to be excluded, you will be barred from bringing your own individual lawsuit asserting claims related to the matters released through this Settlement, and you will be bound by the final judgment and release and all Orders entered by the Court. You may, but need not, appear at the Final Approval Hearing or enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees, costs and expenses.

If you object to the Settlement and/or to the requested attorneys' fees, costs, expenses, and/or Class Representatives Service Payments, you must submit your objection to the Settlement Administrator so that it is received by the Settlement Administrator by December 28, 2026 using one of the methods set forth in Section 14 below. If you submit your objection by mail, it must be mailed to the address provided in Section 14 below and postmarked no later than December 28, 2026. You must include the case name and case number in this action (*Martin, et al., v. Board of Governors of the California Community Colleges, et al.,* Case No. 25CV015406), your full name, current address, phone number, and a detailed statement of the basis for each objection you make and the grounds on which you wish to appear and be heard (if any). You must also include whether you are represented by counsel, and if you are, the name and address of your counsel.

You may also object at the Final Approval Hearing. If you desire to appear remotely, you can join via the Department's Zoom link or phone number:

Department 8A

- Join Department 8A by Zoom link: https://saccourt-ca-gov.zoomgov.com/j/16108301121
- Join by phone, dial (833) 568-8864
- ID 16108301121

C. Do Nothing: If you do nothing, you will remain a member of the Class, you will receive the estimated Individual Class Payment described in the Introduction upon final approval of the Settlement by the Court, and you will be deemed to have released and waived the Released Claims set forth in Section 9 below.

9. What Claims Would You Release?

If you do not exclude yourself from the Settlement, subject to the Court determining that the Settlement warrants final approval and the District's funding of the entire Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, shall be deemed to release and discharge the Released Parties of all demands, rights, liabilities, and causes of action arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts and allegations asserted in the Operative Complaint. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on events occurring outside the Class Period.

"Released Parties" means the District, its Board of Trustees, and each of its present and former officers, employees (other than Plaintiffs and Class Members), agents, attorneys, insurers, predecessors, successors and assigns.

10. What Happens If The Court Grants Final Approval of The Settlement?

If the Court grants Final Approval of the Settlement, enters a Judgment and the Judgment becomes final because the time to appeal has expired without an appeal being filed (or any appeal has been finally resolved), settlement checks will be issued to Participating Class Members within 14 days after the District funds the Gross Settlement Amount.

The Settlement will be binding on all Participating Class Members. This means that all members of the Class who do not exclude themselves cannot bring their own lawsuits against the Released Parties for the Released Claims during the Class Period (as defined in Section 9).

Tax Matters

Neither Plaintiffs, Class Counsel, the District, nor the District's attorneys are providing you with any advice regarding taxes or taxability of any payments made to you in connection with this Settlement. You assume full responsibility and liability for taxes owed on any payment you receive. You should consult with your financial or tax advisor with respect to any questions regarding these payments.

Members of the Class who validly and timely request exclusion from the Settlement will not be bound by the Settlement or the release of claims set forth in Section 9.

11. What Happens If The Court Does Not Approve The Settlement?

If the Court does not approve the proposed Settlement, the case will proceed as if no settlement has been attempted and there can be no assurance that the Class will recover more than is provided for in this Settlement, or any amount at all.

12. When is the Final Settlement Approval Hearing?

A hearing will be held before the Honorable Judge Jill Talley of the Superior Court of the State of

California, County of Sacramento on **March 5, 2027, at 9:00 a.m.** in Department 8A at Tani G. Cantil-Sakauye Courthouse, 500 G Street, Sacramento, CA 95814. The purpose of the hearing is for the Court to decide whether the proposed Settlement is fair, reasonable, and adequate and should receive final approval and, if so, to determine what amount of attorneys' fees, costs and expenses, or service payments the named Plaintiffs should be awarded. The time and date of this hearing may be changed without further written notice, but any change will be noted on the Case Website described in Section 14, below.

13. No Retaliation

The District will not retaliate against you for participating in this Action and/or this Settlement.

14. Settlement Administrator Information and What If I Have Questions?

This Notice only summarizes this Action, the Settlement, and related matters. For more information about the Settlement or if you have any questions regarding the Settlement, you may examine the Court file for the Action, contact the Settlement Administrator or contact Settlement Class Counsel. If you wish to learn more about the Settlement, you can visit the following Case Website **www.yosemite-classactionsettlement.com** on which the Complaint in the Action, the Settlement Agreement, the Court's Preliminary Approval Order and other relevant documents are available or will be made available. You may also upload any challenge to the number of units attributed to you, a request for exclusion from the Settlement, or any objection to the Settlement on this website. You can also send any such documents to the Settlement Administrator by email info@yosemite-classactionsettlement.com or by mail at the address below.

Martin v. BOG (Yosemite)
c/o Settlement Administrator
PO Box 23648
Jacksonville FL, 32241-3648

You may also contact the Settlement Administrator by calling 888-267-0167.

In order to see the complete Court file, including a copy of the Settlement Agreement, you can also visit the Clerk of the Court, Superior Court of the State of California, County of Sacramento, Department 8A at Tani G. Cantil-Sakauye Courthouse 500 G Street, Sacramento, CA 95814. The Clerk will make all files relating to this Action available to you for inspection and copying at your expense.

***Do not contact the Court about this matter*.**

Dated: 11/13/2026

BY ORDER OF THE COURT
Clerk of the Court