EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Settlement Agreement") is made by and between Named Plaintiffs Stan Porter and Joseph McCarty ("Plaintiffs"), on behalf of themselves and the members of the Yosemite Class defined below, and the Defendant Yosemite Community College District (the "District" or "Yosemite"). The Settlement Agreement refers to Plaintiffs and the District collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Action" means Plaintiffs' lawsuit against Yosemite that is captioned *Martin, et al., v. Board of Governors of the California Community Colleges, et al.*, Case No. 25CV015406, in the Superior Court of the State of California, County of Sacramento, which includes other plaintiffs against other community college districts. However, claims and causes of action by other plaintiffs against other community college districts are not within the meaning of "Action" as used in this agreement. "Action" also means and includes the Notice of Claim and Amended Notice of Claim presented by Plaintiffs to Yosemite on or about December 19, 2024 and January 2, 2025 pursuant to the Government Claims Act, Government Code section 810 et. seq. and the policies of Yosemite's governing board.

1.2. "Administrator" means American Legal Claim Services LLC, the settlement administrator selected by Plaintiffs through a competitive bid process, to which selection the District has consented, which consent shall not be unreasonably withheld.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid of $15,000, which includes its qualifications and experience, which will be submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Yosemite Class" means all part-time instructors employed by the

District from winter intersession 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), which class, according to the District's records, consists of 819 individuals.

1.5. "Class Counsel" means Kemnitzer, Barron & Krieg, LLP; Klafter Lesser LLP; Law Offices of Daniel M. Galpern; Javerbaum Wurgaft Hicks Kahn Wikstrom & Sinins, and Clarkson Law Firm PLLC, who are seeking Court approval to serve as Class Counsel.

1.6. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the claims asserted against the District in the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses incurred in connection with the Action.

1.7. "Class Data" means Class Member identifying information in the District's possession, including the Class Member's name, last-known mailing address, Social Security number, email address (if known and available to the District), and the number of units taught by Class Members during the Class period.

1.8. "Class Member" means a member of the Yosemite Class.

1.9. "Class Member Address Search" means the Administrator's investigation and search for any updates to each Class Member's mailing address, as reflected in the Class Data, using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

1.10. "Class Notice" means the COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT

APPROVAL, that has been agreed to by the Parties, to be mailed to Class Members in English in substantially the form attached as Exhibit A and incorporated by reference into this Agreement. The Parties agree that English-language notice is appropriate because Class Members were employed by the District in positions requiring English-language workplace communications and administration, and notice in English is reasonably calculated to apprise Class Members of the Settlement and their rights. The Class Notice adequately informs the class about the claims, the terms of the settlement, the release of claims, their anticipated distribution, the amount of fees and expenses to be requested by Class Counsel, the amount of the Service Awards to be requested for the Class Representatives, the opportunity to object and the requirements for objections, the date and place of the final approval hearing, and any opportunity to opt-out of the settlement and the procedure for requesting exclusion.

1.11. "Class Period" means the period of time from the Winter session of 2024 through August 15, 2026.

1.12. "Class Representatives" means Stan Porter and Joseph McCarty, the Plaintiffs in the Action seeking Court approval to serve as Class Representatives.

1.13. "Class Representative Service Payment" means the service payment to be made to the Class Representatives in the amount of $7,5000 each, in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant's fees and expenses, and for the general release of all claims by the Plaintiffs, as approved by the Court.

1.14. "Court" means the Superior Court of California, County of Sacramento.

1.15. "Defendant" means Yosemite Community College District ("the District" or "Yosemite").

1.16. "Defense Counsel" means Lozano Smith LLP.

1.17. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment and Order Granting Final Approval of the Settlement; and (b) the Judgment becomes final. The Judgment will

become final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. "Final Approval Hearing" means the Court hearing on the Motion for Final Approval of the Settlement to determine whether to fully approve and implement the terms of this Settlement Agreement and enter the Judgment.

1.19. "Gross Settlement Amount" means THREE MILLION AND FIVE HUDRED THOUSAND DOLLARS ($3,500,000.00) which is the total amount the District agrees to pay under the Settlement to be paid into a Qualified Settlement Fund (QSF) to fund an all-in, non-reversionary common fund, as provided by this Agreement. The Gross Settlement Amount will be used to pay individual class payments to all Participating Class Members, the Notice and Administration Payments, any Class Representative Service Payments awarded by the Court, and the "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment."

1.20. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of units taught by all Participating Class Members during the Class period.

1.21. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining after deduction of the amounts approved by the Court for the Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Notice and Administration Payment. The Net Settlement Amount shall be distributed to Participating Class Members as Individual Class Payments pursuant to the terms of this Settlement Agreement.

1.22. "Non-Participating Class Member" means a Class Member who submits a written, valid, and timely Request for Exclusion ("opts out") to the Administrator pursuant to the terms of this Settlement Agreement.

1.23. "Notice and Administration Payments" means the amount the

Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses for providing Notice of the Settlement to Class Members and Administration of the Settlement.

1.24. "Participating Class Member" means a Class Member who does not submit a written, valid, and timely Request for Exclusion from the Settlement.

1.25. "Plaintiffs" means Stan Porter and Joseph McCarty, the named Plaintiffs in the Action, each of whom was employed by the District as part-time faculty.

1.26. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.27. "Released Claims" means the claims being released pursuant to Paragraph 6.1 below.

1.28. "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.

1.29. "Request for Exclusion" means a signed written request submitted by a Class Member to the Administrator that clearly indicates the Class Member's intent to be excluded from or opt out of the Settlement.

1.30. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members, which shall be the last date on which Class Members may: (a) submit written Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. The deadline for Class Members to whom the Class Notice are re-mailed after having been returned to the Administrator as undeliverable shall be extended an additional 14 calendar days beyond the Response Deadline.

1.31. "Settlement" means the disposition of the Action and all claims asserted therein against the District and all Released Claims effectuated by this Settlement Agreement and the Judgment.

2. RECITALS

2.1. Plaintiffs presented a Notice of Claim and an Amended Notice of Claim to Yosemite on or about December 19, 2024 and January 2, 2025 pursuant to the Government Claims Act, Government Code section 810 et. seq. and the policies of Yosemite's governing board.

2.2. On February 27, 2025, Plaintiffs commenced this Action by filing a complaint (the "Operative Complaint," which also encompasses all amended versions of the complaint filed to date) against a number of defendants. With respect to the District, the Operative Complaint asserts a claim for failure to pay minimum wages in violation of California Labor Code Labor Code §§ 1194, 1194.2, 1197, 1197.1, and Industrial Welfare Commission Wage Order No. 4-2001.

2.3. Defendant denies the allegations in the Operative Complaint asserted against it, denies any violation of the laws referenced in the Operative Complaint, and denies any and all liability for the claims asserted against it in the Action.

2.4. On June 8, 2026, the Parties participated in an all-day mediation before Christopher Panetta, a respected mediator of wage and hour representative and class actions. Following the mediation, and through their respective counsel, the Parties agreed to resolve the Action on the material terms set forth in this Settlement Agreement. This Settlement Agreement constitutes the entire agreement between the Parties concerning the settlement of the Action and supersedes all prior negotiations, communications, understandings, and agreements relating to the settlement of the Action.

2.5. Prior to mediation, Plaintiffs obtained documents and information sufficient to investigate the claims asserted against the District. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.6. This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement, or any action

taken to implement it, is intended to or shall be construed as an admission by either Party, and in the case of 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, that the claims or defenses asserted by the other Party in the Action have merit.

2.7. The Court has not granted class certification because the Parties engaged in mediation before any motion for class certification was filed. The Parties agree that the Action may be maintained and treated as a class action solely for purposes of this Settlement. If for any reason the Court does not grant Preliminary Approval, does not grant Final Approval, or does not enter Judgment, the District reserves the right to contest certification of any class and/or representative treatment on any grounds and at any stage of the Action and reserves all available defenses to the claims in the Action against it.

2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending actions or proceedings asserting claims that would be released or otherwise affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. In exchange for the terms and releases stated in this Settlement Agreement, the District agrees to pay three million five hundred thousand dollars ($3,500,000), and no more, as the Gross Settlement Amount. This amount represents the maximum total financial obligation of the District under this Settlement, exclusive of employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments, which shall be paid separately by the District. This amount is all-inclusive of all payments contemplated by this Settlement Agreement, including Individual Class Payments to all Participating Class Members, the Settlement Administrator's Notice and Administration fees and costs, any Class Representative Service Payments awarded by the Court, and all attorneys' fees and expenses awarded by the Court to counsel for the Named Plaintiffs. The District shall have no obligation to pay the Gross Settlement Amount prior to the deadlines stated in Paragraph 4.1 of this Settlement Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit a claim as a condition of receiving

an Individual Class Payment. No portion of the Gross Settlement Amount shall revert to the District.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Settlement Agreement, including the occurrence of the Effective Date and the District's funding of the Gross Settlement Amount, the Administrator shall, within fifteen (15) business days the District funds the Gross Settlement Amount pursuant to Paragraph 4.1, make the following payments from the Gross Settlement Amount in the amounts awarded by the Court in the Judgment:

(a) To Plaintiffs: Class Representative Service Payment of up to $7,500 to each of the Class Representatives, subject to Court approval. The District will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed $7,500 each. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs shall seek Court approval for any Class Representative Service Payment no later than 16 court-days before the Final Approval Hearing. If the Court awards a Class Representative Service Payment in an amount less than the amount requested, the Administrator shall add the difference to the Net Settlement Amount for distribution to Participating Class Members in accordance with Paragraph 3.2(d). The Administrator shall report the Class Representative Service Payment using IRS Form 1099. The Class Representatives assume full responsibility and liability for any taxes owed on the Class Representative Service Payment.

(b) To Class Counsel: A Class Counsel Fees Payment of no more than one-third (1/3) of the Gross Settlement Amount, and reimbursement of the Class Counsel Litigation Expenses incurred regarding the Action against the District, not to exceed $13,500, subject to Court approval. If the Court awards a Class Counsel Fees Payment and reimbursement of Class Counsel Litigation Expenses in amounts less than the amount requested, the Administrator shall add the difference to the Net Settlement Amount for distribution to Participating Class Members in accordance with Paragraph 3.2(d). The District will not oppose requests for these Class Counsel payments provided that they do not exceed the amounts specified in this Settlement Agreement. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses

Payment no later than 16 court-days prior to the Final Approval Hearing. Class Counsel will not seek reimbursement from the Parties, or each of them, for any portion of the requested Class Counsel Fee Payment and/or Class Counsel Litigation Expenses. The Administrator shall report the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

(c) To the Administrator: A Notice and Administration Payment, as approved by the Court.

(d) To Each Participating Class Member: The allocation of the Net Settlement Amount to Participating Class Members shall be determined based upon their pro rata share of the total number of units taught by all Participating Class Members during the Class period. Specifically, an Individual Class Payment will be calculated by (a) dividing the Net Settlement Amount by the total number of units taught by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of units taught by each Participating Class Member during the Class Period. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to the Class Members' Individual Class Payments in the QSF for distribution to Participating Class Members as set forth in this subparagraph. The distributions to participating Class Members shall be allocated 30% as IRS Form W-2 income and 70% as IRS Form 1099 income. The Administrator shall withhold from distribution to participating class members all required tax withholdings from the portion of the Individual Class Payment reported on IRS Form W-2. The Participating Class Members assume full responsibility and liability for any taxes owned on their Individual Class Payments. Neither the District nor Participating Class Members will make contributions to the California State Teachers' Retirement Systems (CalSTRS) from the Gross Settlement Amount or the QSF.

4. SETTLEMENT FUNDING

4.1. Funding of the Gross Settlement Amount. The District shall fully fund the Gross Settlement Amount by transmitting such funds into a QSF within 21 days

after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Yosemite Class Data. Based on its records, the District has represented that the Yosemite Class consists of 819 individuals. No later than 14 days after the Court grants Preliminary Approval of the Settlement, the District shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Yosemite Class Data to Administrator employees who need access to effectuate the Settlement and the terms of this Settlement Agreement. The Parties agree that the Administrator has procedures in place to protect the security of the Class Data and sufficient insurance coverage in the event of any data breach, mishandling of settlement funds, or other malfeasance. Without extending the deadline by which the District must send the Class Data to the Administrator, the Parties and their counsel shall cooperate in good faith to address to any issues relating to missing or omitted Class Data; provided, however, that nothing herein shall require the District to create or reconstruct data that does not exist or is not reasonably accessible in the ordinary course of business.

5.2. Within 14 days after the District funds the Gross Settlement Amount, the Administrator will mail checks for the Individual Class Payments to the Participating Class Members, Class Counsel, and Plaintiffs in accordance with Paragraph 3.2 above.

5.3. As set forth in paragraph 5.2, the Administrator will issue checks for the Individual Class Payments and mail them to the Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently display a "void date" of 180 days after the date of mailing. The Administrator shall cancel all checks not cashed by the void date. The Administrator shall send checks for payments to all Participating Settlement Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Administrator shall update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's check is not cashed within 120 days after its last mailing, the Administrator will send a notice advising the

Participating Class Member that unless the check is cashed by the void date, it will expire and become void. The notice will also advise that the Administrator will replace any uncashed check that has been lost upon request.

5.4. The Administrator shall perform a Class Member Address Search for all Class Members whose checks are returned undelivered without a United States Postal Service (USPS) forwarding address. Within 7 days of receiving a returned check, the Administrator shall re-mail the check to the forwarding address provided by USPS or to an updated address identified through the Class Member Address Search. The Administrator shall have no further obligation to locate or re-mail checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member who reports the original check as lost or misplaced before the void date.

5.5. For any Participating Class Member whose Individual Class Payment check issued in the first mailing described in Paragraph 5.2 remains uncashed and is void after the applicable void date, the Administrator shall, if economically feasible, conduct a second mailing and redistribute the aggregate dollar amount of all such uncashed and void checks to those Participating Class Members who timely cashed their first round checks. If such redistribution is not economically feasible, the Administrator shall transmit the funds represented by uncashed and void checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b). If any check issued in the second mailing remains uncashed and is void after the applicable void date, the Administrator shall, if economically feasible, redistribute the aggregate dollar amount of all such uncashed and void checks to those Participating Class Members who timely cashed their second-round checks. If such redistribution is not economically feasible, the Administrator shall transmit the funds represented by uncashed and void checks to the California Controller's Unclaimed Property Fund in the name of the applicable Participating Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

5.6. The payment to each Participating Class Member and the Service

Awards to the Plaintiffs shall not obligate the District to confer any additional benefits on Plaintiffs or Participating Class Members.

6. RELEASE OF CLAIMS.

6.1 Participating Class Members' Release. Effective on the date when the District fully funds the entire Gross Settlement Amount into the QSF, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, shall release and discharge the Released Parties from all claims, 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. Except as expressly set forth in this Agreement, 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 insurance, social security benefits, workers' compensation benefits, or claims arising outside the Class Period.

6.2 Plaintiffs' Release. Effective on the date when the District fully funds the entire Gross Settlement Amount into the QSF, Plaintiffs and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge the Released Parties from all claims, demands, rights, liabilities, transactions, and causes of action, whether known or unknown, 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 (Plaintiffs' Release). Each Plaintiff acknowledges that they may discover facts or law different from, or in addition to, the facts or law that the Plaintiff now knows or believes to be true. Plaintiffs nevertheless agree that Plaintiffs' Release shall remain fully effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which provides:

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.

7. MOTION FOR PRELIMINARY APPROVAL AND FOR CERTIFICATION OF THE YOSEMITE CLASS FOR SETTLEMENT PURPOSES ONLY.

7.1. Plaintiffs' Responsibilities.

(a) Plaintiffs will file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's Checklist For Approval of Class Action And/Or Private Attorneys General Act ("PAGA") Settlements available online at https://www.saccourt.ca.gov/. Defendant agrees not to oppose Plaintiffs' motion for preliminary approval of this Settlement.

(b) Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness and ability to serve, its competency, its operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, and all facts relevant to any actual or potential conflicts of interest with Class Members, Plaintiffs, Class Counsel, or Defense Counsel, including but not limited to the nature and extent of any financial relationship; (v) signed declarations from Plaintiffs confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members and disclosing all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator, if any. In their Declarations, Plaintiff

and Class Counsel Declaration shall state whether they are aware of any other pending action or proceeding asserting claims that would be released or adversely affected by the Settlement.

7.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

7.3. Duty to Cooperate. Class Counsel and Defense Counsel agree to meet and confer in good faith to address any disagreement regarding the proposed Motion for Preliminary Approval and/or the supporting declarations and documents. If the Court does not grant Preliminary Approval, or conditions Preliminary Approval on any material change to this Settlement Agreement, Class Counsel and Defense Counsel shall meet and confer in good faith to address the Court's concerns, including by modifying the Settlement Agreement, if necessary, subject to Paragraph 12.10, *infra*.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected American Legal Claims Services LLC ("American Legal") to serve as the Administrator and verified that, as a condition of appointment, American Legal agrees to be bound by this Settlement Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Payroll Tax Administration. The Administrator shall be responsible for administering and processing all payroll taxes attributable to the portions of the Individual Class Payments allocated as wages, including the calculation, withholding, reporting, and remittance of all applicable payroll taxes, the preparation and filing of all required payroll tax reports with the appropriate federal and state authorities, and the issuance of all required tax forms.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

(a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received, confirm the number of Class Members, and provide the total units taught by Class Members as reflected in the Class Data.

(b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Settlement Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of units used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. The face of each check issued to Class Members shall prominently state the void date, which shall be not less than 180 days after the date of mailing.

(c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undeliverable, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address identified through such search. The Administrator shall have no obligation to make further attempts to locate or re-mail the Class Notice to Class Members whose re-mailed Class Notice is returned by the USPS as undeliverable.

8.5. Class member objections or inclusions

(a) The Response Deadline for Class Members' written objections, challenges to the number of units indicated on the Class Notices, and Requests for Exclusion will be extended an additional 14 days beyond the

Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

(b) If the Administrator, Plaintiffs, the District, or Class Counsel is contacted by or otherwise becomes aware of any person who contends they should have been included in the Class Data and should be received a Class Notice, the Parties shall expeditiously meet and confer in good faith regarding whether such person should be included as Class Member under the terms of this Settlement Agreement. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members under this Settlement Agreement. The Administrator will send, via email or overnight delivery, a Class Notice requiring such persons to exercise the options under this Settlement Agreement not later than 14 days after receipt of Class Notice or the deadline dates in the Class Notice, whichever is later. Nothing in this provision shall require the District to include any person not reasonably identifiable from the District's records or otherwise expand the scope of the Class as defined in this Settlement Agreement.

8.6. Requests for Exclusion (Opt-Outs).

(a) Class Members who wish to exclude themselves (opt-out of) the Settlement must submit to the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely received by the Administrator by fax, email, or by uploading it to the Case Website by the Response Deadline, or mailed to the Administrator provided it is postmarked by the Response Deadline. Requests for Exclusion that do not comply with the requirements of this paragraph shall be invalid.

(b) The Administrator shall determine the validity of any Request for Exclusion in accordance with the requirements of this Settlement Agreement and the Class Notice. The Administrator may not reject a

Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice, provided the Administrator can reasonably ascertain the identity of the Class Member and the Class Member's intent to be excluded from the Settlement. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may require additional proof of the Class Member's identity. The Administrator's determinations the validity and authenticity of Requests for Exclusion shall be final, binding, and not appealable or otherwise susceptible to challenge.

(c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed a Participating Class Member entitled to all benefits of the Settlement and shall be bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.1 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.7. Every Class Member who submits a valid and timely Request for Exclusion shall be deemed a Non- Participating Class Member and shall not be entitled to receive, and shall not receive, any Individual Class Payment or have the right to object to the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be considered void.

8.8. Challenges to Calculation of Units. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of units allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by submitting a written challenge to the Administrator via fax, email or mail. The Administrator must request that the challenging Class Member submit documentation supporting his or her challenge to the unit allocation. In the absence of any contrary documentation, the Administrator shall presume that the units stated in the Class Notice are correct to the extent they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of units shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of units to Defense Counsel

and Class Counsel and the Administrator's determination as to the challenges.

8.9. Objections to Settlement.

(a) Only Participating Class Members may object to the Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments. Non-Participating Class Members have no right to object to any portion of the Settlement and/or this Settlement Agreement, either in writing or at the Final Approval Hearing.

(b) Participating Class Members may submit written objections to the Administrator, by fax, email, or by uploading them to the Case Website by the Response Deadline or by mail provided they are postmarked no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). The written objections must indicate whether the Participating Class Member intends to appear at the Final Approval Hearing or have an attorney appear at the Final Approval Hearing on the Class Member's behalf. Absent submitting written objections as set forth in this Paragraph, neither the Participating Class Member nor any attorney retained to act on the Class Member's behalf will be heard at the Final Approval Hearing, unless otherwise ordered by the Court.

8.10. Administrator Duties. The Administrator has a duty to perform all tasks and responsibilities set forth in this Settlement Agreement or as ordered by the Court.

(a) Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use an internet website ("Case Website"), **yosemite-classactionsettlement.com** to post information of interest to Class Members, including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, and the Final Approval and the Judgment. The Case Website

will also allow a Class Member to upload a Request for Exclusion or objection to the Settlement. The Administrator will also maintain and monitor an email address, fax number, and a toll-free telephone number to receive Class Member emails, faxes, and telephone calls concerning the Settlement.

(b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their timeliness and validity under the terms of this Settlement Agreement. No later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted by Class Members whether valid or invalid.

(c) Unit Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement Agreement on all Class Member challenges over the calculation of units. The Administrator's decision shall be final and not appealable or otherwise subject to challenge.

(d) Weekly Reports. Beginning after the initial mailing of the Class Notices and continuing through the Effective Date, the Administrator shall provide weekly written reports to Class Counsel and Defense Counsel summarizing the status of Settlement administration, including: the number of Class Notices mailed or re-mailed, Class Notices returned undeliverable; the Requests for Exclusion (whether valid or invalid) received; objections received; challenges to units received and/or resolved; and checks mailed for Individual Class Payments ("Weekly Report"). The Weekly Reports must include the Administrator's determination of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

(e) Administrator's Declaration. No later than 3 days before Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator shall provide to Class Counsel and Defense Counsel a

signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Settlement Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undeliverable, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections. The declaration shall attach as an exhibit the Exclusion List. The Administrator shall supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) with the Court.

(f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds from the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing all payments made under this Settlement Agreement by employee identification number only. At least 7 days before any deadline set by the Court for submission of final accounting, the Administrator shall prepare and provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Settlement Agreement. Class Counsel is responsible for filing the Administrator's declarations with the Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 14 days before any deadline for a second declaration. Class Counsel shall be responsible for filing the second declaration with the Court.

(g) Payroll Taxes on Behalf of the District. The District desires to have the Administrator process payment of the District's share of payroll taxes owed for the portions of the Individual Class Payments which are allocated as wages. The Administrator will calculate the employer-side payroll tax liability attributable to the wage portion of each award and notify the District of the total amount of payroll taxes owed. The District will issue payment to the Administrator for the amount of payroll taxes owed, separately from the Gross Settlement Amount. The Administrator will make the required federal and state payroll tax deposits for each Class Member, file any related payroll tax reports, issue W-2s to Class Members and provide an accounting to the District.

9. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid requests for exclusion from the Settlement exceeds 10% of the total of all Class Members, the District may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if the District elects to withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, the District will remain responsible for all Notice and Administration Expenses incurred through the District provides notice of its election to withdraw, subject to the Court-approved "not to exceed bid" for such expenses. The District shall provide written notice to Class Counsel and the Court of its election to withdraw no later than 7 days after Defense Counsel's receipt of the Administrator's final Exclusion List.

10. MOTION FOR FINAL APPROVAL.

10.1. Unless otherwise ordered by the Court, no later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval.

10.2. Response to Objections. Each Party reserves the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents with the Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or permitted by the Court.

10.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work meet and confer in good faith to address the Court's concerns, including regarding any potential modifications to the Settlement Agreement, to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class

Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Settlement Agreement within the meaning of this Paragraph.

10.4. Continuing Jurisdiction of the Court. The Parties agree that, following entry of Judgment, the Court shall retain jurisdiction over the Parties, Action, and the Settlement under Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Settlement Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.5. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Settlement Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. Nothing in this Paragraph shall constitute a waiver of any Party's right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement Agreement will be suspended until final resolution of the appeal and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If any appellate court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Settlement Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Settlement Agreement shall be null and void. In such event, the Parties shall expeditiously meet and confer in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. An appellate opinion vacating, reversing, or modifying the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, so long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties shall meet and confer in good faith and may jointly submit a proposed amended judgment to the Court.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement Agreement, and no action taken to implement this Settlement Agreement, is intended to or shall be construed as an admission by the District, its Board of Trustees, officers, employees, and agents that any of the allegations in the Operative Complaint have merit or that the District has any liability for any claims asserted. Likewise, nothing in this Settlement Agreement is intended or shall be construed as an admission by Plaintiffs that the District's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Settlement Agreement, the District reserves the right to contest certification of any class and/or representative treatment on any grounds and at any state of the Action, the District shall retain all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest the District's defenses. The Settlement, this Settlement Agreement and the Parties' willingness to settle the Action, including any conduct or statements made in connection with the negotiation or implementation of the Settlement, shall have no bearing on, and shall not be admissible in connection with, any proceeding for any purpose, except for proceedings to enforce or effectuate the Settlement and this Settlement Agreement, nor shall it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit.

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, the District and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Settlement

Agreement directly or indirectly, specifically or generally, to any person, association, government agency, union, or other entity, except as may be necessary for circumstances that the attorneys for the Parties may discuss hereafter. (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and Class Counsel, this Settlement Agreement together with its attached exhibits shall constitute the entire Settlement Agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party relating to the Settlement.

12.5. Attorney Authorization. Plaintiffs and the District separately represent that they have authorized Class Counsel and Defense Counsel to take all appropriate action required or expressly permitted to be taken by Plaintiffs and the District pursuant to this Settlement Agreement to effectuate its terms, and to execute documents reasonably required to effectuate the terms of this Settlement Agreement and implement the Settlement. Nothing in this paragraph shall be construed as authorizing, modifying, amending, or

altering this Settlement Agreement except upon the Parties' written mutual agreement.

12.6. Cooperation. The Parties and their counsel shall cooperate in good faith to implement the Settlement including by, among other things, potentially modifying the Settlement Agreement and submitting supplemental evidence or pleadings as requested by the Court, subject to Paragraph 12.9 *infra*. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, the District nor Defense Counsel are providing any advice regarding taxes or taxability, and nothing in this Settlement shall be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. This Settlement Agreement may be modified only by an express written instrument signed by all Parties. No modification shall be effective or enforceable unless and until it is approved by the Court.

12.10. Agreement Binding on Successors. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. Applicable Law. All terms and conditions of this Settlement Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting

and preparation of this Settlement Agreement. This Settlement Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting of any provision.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Settlement Agreement relating to the confidentiality of information, if any, shall survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section1152, and all copies and summaries of the Class Data provided to Class Counsel by the District in connection with the mediation, settlement negotiations, or the Settlement, shall be used solely for purposes of this Settlement and for no other purpose, and may not be used in any manner that violates any existing contractual agreement, statute, the California Rules of Court, or any protective order. No later than 90 days after the date the Court discharges the Administrator's obligation to provide a declaration confirming the final distribution of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from the District.

12.15. Headings. The descriptive heading of any section or paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Settlement Agreement shall be in writing and deemed received three business days after mailing by United States mail, or on the date sent by email or messenger, provided no delivery failure notice is received, and addressed as follows:

To Named Plaintiffs (Stan Porter and Joseph McCarty), Class Counsel and the Class: Daniel Galpern, Law Offices of Daniel M.

Galperin, 2495 Hilyard St., Suite A, Eugene, Oregon 97405 and Seth R. Lesser, Klafter Lesser LLP, Two International Drive, Suite 350, Rye Brook, New York 10573.

To the District: Yosemite Community College District: Lozano Smith, LLP, attention Fabiola M. Rivera and Marcelle A. Obeid 515 S. Figueroa St., Suite 1800, Los Angeles, CA 90071, with a copy to the Yosemite Community College District, Chancellor's Office, P.O. Box 4065, Modesto, CA 95352.

12.18. Execution in Counterparts. This Settlement Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, each of which shall be accepted as an original for purposes of this Settlement Agreement. All executed counterparts and each of them shall constitute one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement, the litigation shall be stayed, except to effectuate the terms of this Settlement Agreement, and the Parties shall so inform the Court by stipulation. The Parties further agree that upon the signing of this Settlement Agreement, that pursuant to California Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.20. Fair Settlement. The Parties, through their respective counsel, believe and warrant that this Settlement Agreement reflects a fair, reasonable, and adequate settlement of the Action and that they have entered into this Settlement Agreement following good faith, arm's-length negotiations, after taking into account all relevant factors, including the risks, uncertainties, and potential costs of continued litigation.

[SIGNATURES ON THE FOLLOWING PAGES]

Dated: August 18, 2026

KLAFTER LESSER LLP



By: _____

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Jeffrey A. Klafter*
Jessica Rado*
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Telephone: (856) 596-4100
mgalpern@lawjw.com

Proceeding pro hac vice

Dated: 08/26

By: _____
Plaintiff, Stan Porter

By: _____
Joseph McCarty (Aug 18, 2026 18:23:25 PDT)
Plaintiff, Joseph McCarty

Daniel M. Galpern*
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Proceeding pro hac vice

Dated: 08/26

By: Stan Porter
Stan Porter (Aug 18, 2026 17:29:53 PDT)
Plaintiff, Stan Porter

By: _____
Plaintiff, Joseph McCarty

Dated: 8/20/26

YOSEMITE COMMUNITY COLLEGE DISTRICT

By: _____

Dr. Lena Tran, Interim Chancellor

EXHIBIT A

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

NOTICE OF SETTLEMENT OF CLASS ACTION AGAINST YOSEMITE COMMUNITY COLLEGE DISTRICT

To: [NAME]

Date: [DATE]

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 _____.

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 [_____], 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. 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 _____. If you believe that number is incorrect, you must submit a challenge to the Settlement Administrator so that it is received by [45 days from the initial mailing], 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
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Kyle Scheibner
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KEMNITZER, BARRON & KRIEG, LLP
Adam J. McNeile

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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 $7,500 each for their role in this case. Finally, an amount of up to [$XXX] 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 [45 days from the initial mailing] 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 [45 days after the initial mailing date].

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 [45 days from the initial mailing] 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 [45 days after the initial mailing date]. 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
- 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 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 [INSERT DATE] at [INSERT TIME] 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 **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, _____, or by mail at the address below.

American Legal Claim Services LLC
_____
_____

You may also contact the Settlement Administrator by calling _____.

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: _____

BY ORDER OF THE COURT
Clerk of the Court