

Carney R. Shegerian, State Bar No. 150461
CShegerian@Shegerianlaw.com
Anthony Nguyen, State Bar No. 259154
ANguyen@Shegerianlaw.com
SHEGERIAN & ASSOCIATES, INC.
11520 San Vicente Boulevard
Los Angeles, California 90049
Telephone Number: (310) 860-0770
Facsimile Number: (310) 860-0771

Attorneys for Plaintiff ARTHUR
BAGDASARYAN, individually, and on
behalf of all others similarly situated

[Additional counsel next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ARTHUR BAGDASARYAN, on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

WOODBURY UNIVERSITY, a California
corporation; and DOES 1 through 100
inclusive,

Defendants.

Case No.: 20STCV25666

*[Assigned for all purposes to the Hon.
Lawrence P. Riff in Dept. SS7]*

**SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: July 6, 2020
FAC Filed: March 22, 2021

1 Richard D. Robins SBN 77923
2 Brent G. Cheney SBN 180429
3 Suzie S. Vardanyan SBN 322714
4 PARKER, MILLIKEN, CLARK,
5 O'HARA & SAMUELIAN APC
6 515 S. Figueroa St., 8th Floor
7 Los Angeles, California 90071-3325
8 Telephone: (213) 683-6500
9 Facsimile: (213) 683-6669
10 bcheney@pmcos.com

11 Attorneys for Defendant
12 WOODBURY UNIVERSITY
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS

IT IS HEREBY STIPULATED, by and among Plaintiff Arthur Bagdasaryan, on behalf of himself and the Settlement Class Members on the one hand (“Plaintiff” or “Bagdasaryan”), and Defendant Woodbury University (the “University”), collectively with Plaintiff, the “Parties,” on the other hand, subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Class Action Settlement Agreement (“Agreement”), and subject to the definitions, recitals and terms set forth herein, which by this reference become an integral part of this Agreement.

On or about July 6, 2020, Plaintiff Arthur Bagdasaryan filed a class action lawsuit against Defendant Woodbury University in the Los Angeles Superior Court, County of Los Angeles, Case No. 20STCV25666, captioned, *Bagdasaryan v. Woodbury University*. This suit alleged damages related to the University's transitioning in-person instruction and a physical campus to purely an online remote format in the Spring 2020 semester 2020 because of the Covid-19 pandemic.

After conducting some formal discovery, the Parties agreed to some additional informal discovery and to participate in a mediation, which was conducted on October 12, 2023 by the Scott Markus, Esq. of Signature Resolution.

DEFINITIONS

1. “Action” means the lawsuit initially filed by Plaintiff on July 6, 2020 in the Court, entitled *Bagdasaryan v. Woodbury University*, LASC Case No. 20STCV25666.

2. “Certified Class Amount” means the entire Settlement Class Members, which is certified as 1,160 Woodbury undergraduate and graduate students (1,050 undergraduate plus 110 graduate students) during the Class Period.

3. “Class Counsel” means Carney R. Shegerian, Anthony Nguyen, and Cheryl A. Kenner of Shegerian & Associates, Inc.

4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action, as well as costs incurred in connection with the Action. The Class Counsel Award shall be paid from the Gross Settlement Amount after Court approval.

1 5. “Class Information” means information regarding Settlement Class Members that
2 Defendant will in good faith compile from its records and provide to the Settlement Administrator.
3 It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class
4 Member’s full name; last known mailing address; last known email address; last known primary
5 and alternate telephone number; and the Class Position during the Class Period.

6 6. “Class Member(s)” means all undergraduate and graduate students who paid or
7 were obligated to pay tuition, fees, or others costs to attend in-person classes at either Woodbury
8 University campus (i.e., either the Burbank, California campus or San Diego, California campus),
9 excluding both (a) students that did not pay any tuition or fees (other than parking fees) and (b)
10 faculty members, staff, and their respective dependents, for the Class Period.

11 7. “Class Notice” and “Notice” mean the Notice of Pendency of Class Action
12 Settlement, including the Notice of Estimated Individual Settlement Payment, (substantially in
13 the form attached as **Exhibit A**) in English.

14 8. “Class Period” means the period from March 13, 2020 through May 16, 2020 (i.e.,
15 Woodbury’s Spring 2020 semester when in-person learning was not available).

16 9. “Class Position” means one of the four combinations of study levels and statuses
17 that each Class Member will be designated as, which are as follows: (1) full-time undergraduate
18 student, (2) part-time undergraduate student, (3) full-time graduate student, and (4) part-time
19 graduate student.

20 10. “Class Release” and “Released Claims” mean all claims, rights, demands,
21 liabilities, and causes of action, whether statutory, in tort, contract or otherwise, alleged in the any
22 of Plaintiff’s complaints in this Action or that could have been reasonably alleged based on the
23 facts pleaded by Plaintiff or any other Participating Class Member in the Action, arising during
24 the Class Period from March 13, 2020 through May 16, 2020 (i.e., Woodbury’s Spring 2020
25 semester when in-person learning was not available), including but not limited to any and all
26 actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected
27 or unsuspected, claims, demands, liabilities, rights, causes of action, contracts, agreements, extra
28 contractual claims, unfair or unlawful business practices in violation of California Business and

Professions Code § 17200, *et seq.*, damages, whether general, specific, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding Woodbury University's actions, inactions and/or decisions with respect to COVID-19 policies and procedures for the Spring 2020 Semester, including but not limited to transitioning from in-person instruction and other in-person services or opportunities of any kind or nature (e.g., educational, recreational, employment, extracurricular, etc.) to a remote format during the Spring 2020 Semester, including but not limited to all claims that were brought or could have been brought in the Action by any of the Releasing Parties relating to any and all of the Released Parties. "Class Release" and "Released Claims" also means and includes any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Settlement Class.

11. "Class Representative Enhancement Award" means the amount that the Court authorizes to be paid to Plaintiff in addition to his General Release Payment and Individual Settlement Payment, in recognition of his efforts and work in prosecuting the Action on behalf of the Class Members. Subject to the Court granting final approval of this Settlement Agreement, and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of the Class Representative Enhancement Payment of Three Thousand Dollars and Zero Cents (\$3,000.00).

12. "Court" means the Superior Court of the State of California, for the County of Los Angeles.

13. "Defendant" means Woodbury University.

1 14. “Defense Counsel” means Richard D. Robins, Brent G. Cheney, and Suzie S.
2 Vardanyan of Parker, Milliken, Clark, O’Hara & Samuelian, A Professional Corporation.

3 15. “Effective Date” means the date the Court’s order approving the settlement and
4 judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the
5 Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the expiration date
6 of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s
7 Judgment (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) the date on
8 which the time for any appeal arising from any objection filed by a Class Member to the settlement
9 has passed, if one or more objections to the settlement are filed, and (iii) if an appeal is taken, the
10 date on which any reviewing court issues a decision, the time for further appeal has expired, and
11 the trial court has regained jurisdiction.

12 16. “General Release Payment” means the amount to be paid to Plaintiff as
13 consideration for his general release of all claims arising out of his enrollment at Woodbury
14 University. Subject to the Court granting final approval of this Settlement Agreement and subject
15 to the exhaustion of any and all appeals, Plaintiff will request Court approval of General Release
16 Payments of Two Thousand Dollars and Zero Cents (\$2,000.00).

17 17. “Gross Settlement Amount” means Two Hundred Ninety-Eight Thousand Dollars
18 Eight Hundred Thirty-Three Dollars and Zero Cents (\$298,833.00).

19 18. “Individual Settlement Payment” means the amount payable from the Net
20 Settlement Amount to each Settlement Class Member who does not submit a valid Request for
21 Exclusion from this Settlement.

22 19. “Net Settlement Amount” and “NSA” mean the Gross Settlement Amount less
23 Class Counsel Award of Attorneys’ Fees and Costs, Class Representative Enhancement Award,
24 General Release Payment, and Settlement Administrator Costs.

25 20. “Participating Class Member” means any Settlement Class Member who does not
26 opt out of the Settlement by submitting a valid and timely Request for Exclusion.

27 21. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
28 either Plaintiff or Defendant.

1 22. “Plaintiff” and “Class Representative” mean Arthur Bagdasaryan.

2 23. “Released Parties” means Woodbury University as well as any and all of its
3 respective present or past heirs, executors, estates, administrators, predecessors, successors,
4 assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employees,
5 agents, consultants, independent contractors, insurers, including without limitation employees of
6 the foregoing, directors, trustees, board members, managing directors, officers, partners,
7 principals, members, attorneys, accountants, financial and other advisors, underwriters,
8 shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest,
9 assigns and companies, firms, trusts, corporations, and all third party service providers or entities
10 identified as Woodbury University’s agents and/or independent contractors in this Action.

11 24. “Releasing Parties” means Plaintiff and all Participating Class Members, as well
12 as any and all of their respective heirs, executors, estates, administrators, predecessors, successors
13 and assigns.

14 25. “Request for Exclusion” means a Settlement Class Member’s signed, written
15 request to be excluded or to “opt out” of the Settlement.

16 26. “Response Deadline” means the date forty-five (45) calendar days after the
17 Settlement Administrator mails the Notice to Settlement Class Members and the last date on
18 which Settlement Class Members may postmark written Requests for Exclusion, disputes to Class
19 Position, or a Notice of Objection to the Settlement. For Settlement Class Members who are sent
20 re-mailed Class Notices, the “Extended Response Deadline” shall mean forty-five (45) calendar
21 days from the date the Settlement Administrator re-mails the Notice of Settlement to Class
22 Members but not later than sixty (60) calendar days from the Response Deadline. The Extended
23 Response Deadline is the last date on which Settlement Class Members who are sent re-mailed
24 Class Notices may postmark written Requests for Exclusion, disputes to Class Position, or a
25 Notice of Objection to the Settlement.

26 27. “Settlement” means the disposition of the Action pursuant to this Agreement.

27 28. “Settlement Administration Costs” means the amount to be paid to the Settlement
28 Administrator from the Gross Settlement Amount for administration of this Settlement, not to

1 exceed Sixteen Thousand Dollars (\$16,000) but currently estimated at Thirteen Thousand Nine
2 Hundred Fifteen Dollars and Zero Cents (\$13,915.00), subject to good faith quotes obtained by
3 Class Counsel.

4 29. "Settlement Administrator" means RG/2 Claims Administration LLC, or any other
5 third-party class action settlement administrator agreed to by the Parties and approved by the
6 Court for the purposes of administering this Settlement.

7 30. "Settlement Class Members" means all Class Members regardless of whether they
8 have submitted a Request for Exclusion.

9 **RECITALS**

10 31. Procedural History. On July 6, 2020, Plaintiff filed a class action complaint in the
11 Action against Defendant alleging the following causes of action: (1) breach of contract; (2) unjust
12 enrichment; (3) conversion; and (4) violation of California's Unfair Competition Law ("UCL"),
13 Business and Professions Code §§ 17200, *et seq.* Following the Parties' meet and confer efforts,
14 on March 22, 2021, Plaintiff filed a First Amended Class Action Complaint against Defendant in
15 the Action alleging the following causes of action: (1) breach of contract; (2) unjust enrichment;
16 and (3) violation of California's Unfair Competition Law ("UCL"), Business and Professions
17 Code §§ 17200, *et seq.* Defendant denies each and every one of the allegations asserted in
18 Plaintiff's operative complaint.

19 Following formal discovery, the Parties agreed to mediate this Action in an effort to avoid
20 the high cost of litigation and on the condition that Defendant would provide sufficient
21 information to allow Class Counsel to conduct a thorough evaluation of the claims and damages
22 at issue in this case. Defendant produced certain information pursuant to a confidentiality
23 agreement, including, but not limited to, classwide statistics and receipt of funds, financials
24 (financial statements for years ending 2017, 2018, and 2019), promotional materials distributed
25 to prospective undergraduate and graduate students, and undergraduate and graduate course
26 catalogs.

27 Following an exchange of informal discovery and additional investigation of all claims,
28 the Parties participated in a private mediation with the experienced and respected mediator, Scott

Markus, Esq. of Signature Resolution on October 12, 2023. The Parties settled as to all material terms for this Settlement in the weeks following the mediation with the mediator's assistance.

While Defendant is confident of a positive outcome on the merits, it has concluded that the future costs and expenses involved in continuing litigation would be significant. For that reason, Defendant has agreed to a settlement to eliminate any further expenses, attorneys' fees, and risks associated with further litigation of this Action.

Class Counsel has conducted a thorough investigation into the facts of the Actions, including a thorough review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Gross Settlement Amount is fair, reasonable, adequate, and in the best interest of the Class in light of all known facts and circumstances.

32. Class Certification. The Parties stipulate and agree to the certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside and the Settlement Class immediately decertified. The Parties' willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit.

That said, in the event the Settlement fails to be approved or otherwise fails to be consummated for any reason whatsoever, including but not limited to the Judgment not becoming final, then Defendant retains all rights and defenses previously available to it, and any provisional certification of any class, or the adoption of any procedure or any ruling made pursuant to the terms contained herein, shall be undone and the Parties restored to their pre-settlement status as if no settlement had been reached and no decisions were made pursuant to it, except as otherwise expressly provided herein. In that event, nothing in this Settlement Agreement or other papers or proceedings related to the settlement shall be used as evidence or argument by any party, including

any Settlement Class Members who opt out, concerning whether or not the Action may properly be maintained as a class action pursuant to California state law.

TERMS OF AGREEMENT

33. Class Release. It is the desire of the Class Representative, Participating Class Members, and Defendant to fully, finally and forever settle, compromise, and discharge, to the maximum permitted by law, all disputes and claims arising from or related to this Action. Upon full funding of the Gross Settlement Amount, except as to such rights or claims as may be created by this Settlement Agreement, all Class Members who do not submit a valid and timely written Request of Exclusion, fully release and discharge the Released Parties from all Released Claims during the Class Period.

34. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members shall not rely on any statement or representation by the Parties or by the Settlement Administrator in this regard.

a. Withholding and Reporting Requirements. The Settlement Administrator shall be responsible for ensuring that all taxes associated with the Agreement are properly calculated and timely paid to the appropriate tax authorities. To verify the Settlement Administrator's compliance with the foregoing reporting requirements, as soon as administratively practicable, the Settlement Administrator shall furnish Defense Counsel with copies of all forms detailing the payment of taxes (including all 1099 returns) sufficient to prove that such payments were properly remitted. The Settlement Administrator shall provide, if Defendant so chooses, a final accounting adequate to demonstrate full compliance with all tax withholding, payment and reporting obligations.

b. No Tax Advice. Each Participating Class Member shall be responsible for any local, state, or federal taxes that may be assessed or owing with respect to the proceeds from this settlement that Class Members receive. Neither Defendant, Plaintiff, Class Counsel, nor Defense Counsel intend anything contained in this Settlement to constitute legal advice regarding the taxability of any amount

1 paid hereunder, nor shall anything in this Settlement be relied upon as such.
2 Participating Class Members agree to make no claims against Defendant for
3 any payment or non-payment of taxes or regarding or relating to the reporting
4 of the payment described in this Agreement, if any, to any taxing authorities.

5 c. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
6 section, the “Acknowledging Party” and each Party to this Agreement other
7 than the Acknowledging Party, an “Other Party”) acknowledges and agrees
8 that (1) no provision of this Agreement, and no written communication or
9 disclosure between or among the Parties or their attorneys and other advisers,
10 is or was intended to be, nor shall any such communication or disclosure
11 constitute or be construed or be relied upon as, tax advice within the meaning
12 of United States Treasury Department circular 230 (31 CFR part 10, as
13 amended); (2) the Acknowledging Party (a) has relied exclusively upon his,
14 his or its own, independent legal and tax counsel for advice (including tax
15 advice) in connection with this Agreement, (b) has not entered into this
16 Agreement based upon the recommendation of any other party or any attorney
17 or advisor to any Other Party, and (c) is not entitled to rely upon any
18 communication or disclosure by any attorney or adviser to any Other Party to
19 avoid any tax penalty that may be imposed on the Acknowledging Party; and
20 (3) no attorney or adviser to any Other Party has imposed any limitation that
21 protects the confidentiality of any such attorney’s or adviser’s tax strategies
22 (regardless of whether such limitation is legally binding) upon disclosure by
23 the Acknowledging Party of the tax treatment or tax structure of any
24 transaction, including any transaction contemplated by this Agreement.

25 35. Notice and Preliminary Approval of Settlement. As part of this Settlement,
26 Plaintiff will request that the Court: (a) grant preliminary approval of the Settlement, (b) certify a
27 Settlement Class, (c) approve distribution of Notice to Settlement Class Members, and (d) grant
28 final approval of the Settlement. Plaintiff shall request a hearing before the Court to obtain

1 preliminary approval of the Settlement. In conjunction with the hearing, Plaintiff will submit this
2 Agreement, which sets forth the terms of this Settlement, and will include a proposed Notice, as
3 necessary to implement the Settlement.

4 36. Settlement Administration. Within ten (10) calendar days after the Court grants
5 preliminary approval of this Agreement, Defendant shall provide to the Settlement Administrator
6 with the Class Information for purposes of mailing the Notice to Settlement Class Members.

7 a. Notice by Email with Follow-Up First Class U.S. Mail with Business Reply
8 Mail Postage. Within ten (10) business days after receiving the Class Information
9 from Defendants as provided herein, the Settlement Administrator shall transmit
10 the Class Notice via email to all Class Members with a valid email address or else
11 mail the Class Notice to the last known mailing address provided following a
12 search based on the National Change of Address Database to update and correct
13 any known or identifiable address changes. For all Settlement Class Members for
14 whom Defendant was unable to provide an email address, or for whom the email
15 notice bounced back and the Settlement Administrator was unable to successfully
16 re-send the email to the last known or alternate email addresses, the Settlement
17 Administrator shall perform skip traces for those mailing addresses and then
18 transmit the Class Notice of those Settlement Class Members via regular First-
19 Class U.S. Mail. In the event the transmission of email results in a bounce-back
20 email, the Settlement Administrator shall, if possible, correct any issues that may
21 have caused the bounce-back email to occur and make a second attempt to re-send
22 the email notice. If no alternate email address is located, then within seven (7)
23 business days after receiving bounce-back emails from invalid email addresses,
24 the Settlement Administrator shall mail copies of the Class Notice to all Settlement
25 Class Members via regular First-Class U.S. Mail. The Settlement Administrator
26 shall exercise its best judgment to determine the current mailing address for each
27 Settlement Class Member who will receive a Class Notice by U.S. Mail. The
28 address identified by the Settlement Administrator as the current mailing address

1 shall be presumed to be the best mailing address for each Settlement Class
2 Member.

3 b. Undeliverable First-Class U.S. Mail Notices. Any Notice sent by First-
4 Class U.S. Mail that is returned to the Settlement Administrator as undeliverable
5 on or before the Response Deadline shall be re-mailed to the forwarding address
6 affixed thereto. If no forwarding address is provided, the Settlement Administrator
7 shall promptly attempt to determine a correct address by use of skip-tracing, or
8 other search using the name, address and/or Social Security number of the
9 respective Settlement Class Member, and shall then perform a re-mailing, if
10 another mailing address is identified by the Settlement Administrator. If a
11 Settlement Class Member's Notice is returned to the Settlement Administrator
12 more than once as non-deliverable on or before the Response Deadline, then an
13 additional Notice need not be re-mailed and the Settlement Class Member is
14 deemed to have received Notice. The Settlement Administrator shall email a
15 Settlement Class Member's Notice upon request and proper verification by the
16 Settlement Class Member or his or his counsel, provided a valid email address is
17 given.

18 c. Re-mailed Notices. In the event the Settlement Administrator re-mails a
19 Notice to a Settlement Class Member, the Settlement Administrator will update
20 the Response Deadline on the re-mailed Notice to reflect the applicable Extended
21 Response Deadline or else will include a cover letter indicating the applicable
22 Extended Response Deadline.

23 d. No Claim Form Necessary. All Settlement Class Members who do not
24 request to be excluded from the Settlement will receive Individual Settlement
25 Payments from the Net Settlement Amount; submission of a claim form is not
26 necessary to receive an Individual Settlement Payment. The estimated Individual
27 Settlement Payments will be stated in the Notice. This Settlement is non-
28 reversionary.

1 e. Disputes Regarding Individual Settlement Payments. Settlement Class
2 Members will have the opportunity, should they disagree with Defendants' records
3 regarding their assigned Class Position, to provide documentation and/or an
4 explanation to correct the information and seek modification of their estimated
5 Individual Settlement Payments. The Class Members' designated Class Positions
6 provided by Defendant shall be presumed to be correct, unless the Settlement Class
7 Member provides documentation and/or an explanation to show otherwise. A
8 Settlement Class Member challenging his or her Class Position must submit his or
9 her dispute by the Response Deadline.

10 i. If there is a dispute by a Class Member to his or his designated Class
11 Position, the Settlement Administrator will timely notify the Parties
12 and request that Defendant confirm that the disputing Settlement Class
13 Member's assigned Class Position is accurate, or, alternatively,
14 warrants reassignment. Defendant agrees to provide confirmation of
15 the disputing Settlement Class Member's Class Position to the
16 Settlement Administrator within five (5) court days of receiving
17 notification of the dispute.

18 ii. The Settlement Administrator retains the ultimate authority to
19 determine the eligibility for and amount of any Individual Settlement
20 Payment under the terms of this Agreement, and this determination
21 shall be final and binding upon the Settlement Class Members and
22 Parties.

23 f. Disputes Regarding Administration of Settlement. Any disputes not
24 resolved concerning the administration of the Settlement will be resolved by the
25 Court, under the laws of the State of California. Prior to any such involvement of
26 the Court, counsel for the Parties will confer in good faith to resolve the disputes
27 without the necessity of involving the Court.
28

1 g. Requests for Exclusion. The Notice shall state that the Settlement Class
2 Members who wish to exclude themselves from the Settlement must submit a
3 written Request for Exclusion by the Response Deadline or, if applicable,
4 Extended Response Deadline. The written Request for Exclusion may be
5 transmitted to the Settlement Administrator via email or regular mail and: (1) must
6 contain the name, address, telephone number and the last four digits of the Social
7 Security number of the person requesting exclusion; (2) must be signed by the
8 Settlement Class Member; (3) must be timestamped (for email) or postmarked (for
9 U.S. Mail) by the Response Deadline and returned to the Settlement Administrator
10 at the applicable specified address; and (4) must clearly state as follows: “I request
11 to be excluded from the Class in *Bagdasaryan v. Woodbury University*, LASC
12 Case No. 20STCV25666, and understand I will receive nothing.” If a signed
13 Request for Exclusion is not timely submitted stating the name and address of the
14 Settlement Class Member, it will not be deemed valid for exclusion from this
15 Settlement. The date of the timestamp or postmark on the return mailing envelope
16 of the Request for Exclusion shall be the exclusive means used to determine
17 whether the Request for Exclusion was timely submitted. However, for Requests
18 for Exclusion via U.S. mail, if the date of the postmark is illegible, the Settlement
19 Administrator shall take the earliest postmark date of other items it receives in the
20 mail that day. Any Settlement Class Member who requests to be excluded from
21 the Settlement Class will not be entitled to any recovery under the Settlement and
22 will not be bound by the terms of the Settlement or have any right to object, appeal,
23 or comment thereon. Settlement Class Members who fail to submit a valid and
24 timely written Request for Exclusion on or before the Response Deadline shall be
25 bound by all terms of the Settlement and any Judgment entered in this Action, if
26 the Settlement receives final approval by the Court and the Settlement is not
27 nullified pursuant to paragraph 43 below.
28

1 i. No later than twenty-one (21) calendar days after the Response
2 Deadline, the Settlement Administrator shall provide counsel for Defendant
3 with a complete list of the names of all Settlement Class Members who have
4 timely submitted written Requests for Exclusion. Defendant also agrees to
5 provide Plaintiff and/or the Court the names of those Settlement Class
6 Members who timely request exclusion from the Settlement if ordered by the
7 Court for purposes of approving the Settlement or facilitating the
8 administration of the Settlement.

9 ii. On a weekly basis, the Settlement Administrator shall provide the
10 parties with a weekly reporting including the total valid and timely Requests
11 for Exclusion, as well as notice of any disputes to a Settlement Class
12 Member's Class Position.

13 h. Objections. The Class Notice shall state that Settlement Class Members
14 who wish to object to the Settlement may email or mail to the Settlement
15 Administrator a written statement of objection ("Notice of Objection") by the
16 Response Deadline. The date of the timestamp of the email or the postmark on the
17 return envelope shall be the exclusive means for determining that a Notice of
18 Objection was timely submitted. However, for objections sent via U.S. Mail, if the
19 date of the postmark is illegible, the Settlement Administrator shall take the earliest
20 postmark date of other items it receives in the mail that day. The Notice of
21 Objection must be signed by the Settlement Class Member and state: (1) the full
22 name, address, and telephone number of the Settlement Class Member; (2) the last
23 four digits of the Settlement Class Member's Social Security number; (3) the basis
24 for the objection; and (4) whether he/she intends to appear at the final approval
25 hearing. However, a failure to express an intention of appearing or an intention of
26 not appearing at the final approval hearing shall not preclude the Settlement Class
27 Member from being heard at the final approval hearing. Class Counsel shall
28 include all objections received and Plaintiff's response(s) with Plaintiff's motion

1 for final approval of the Settlement. Class Counsel shall not represent any
2 Settlement Class Members with respect to any such objections.

3 i. No Solicitation of Settlement Objections or Exclusions. The Parties agree
4 to use their best efforts to carry out the terms of this Settlement. At no time shall
5 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement
6 Class Members to submit either Notices of Objection to the Settlement or Requests
7 for Exclusion from the Settlement, or to appeal from the Court's Final Judgment.

8 j. Class Members Who Submit Both a Settlement Objection and Exclusion:
9 If a Settlement Class Member submits a timely Objection and a timely Request for
10 Exclusion, the Settlement Administrator shall contact the Settlement Class
11 Member to determine whether the Settlement Class Member wishes to participate
12 in the Settlement but interpose an Objection or whether the Class Member wishes
13 to be excluded from the Settlement. In the event the Settlement Administrator
14 cannot reach the Class Member to clarify the situation, the later-postmarked
15 Request for Exclusion or Objection shall be deemed valid and operative; and if the
16 Request for Exclusion and Objection bear the same postmark date, the Objection
17 shall be deemed valid and operative.

18 37. Funding and Allocation of Gross Settlement Amount. Within thirty (30) calendar
19 days of the Effective Date, Defendants shall provide the Gross Settlement Amount to the
20 Settlement Administrator. Payments from the Gross Settlement Amount shall be made, as
21 specified in this Agreement and approved by the Court, for: (1) Individual Settlement Payments
22 to Participating Class Members who do not request to be excluded, (2) Class Representative
23 Enhancement Award, (3) Class Counsel Award, and (4) the Settlement Administration Costs.

24 a. Gross Settlement Amount. The Gross Settlement Amount was calculated
25 with, and is premised on, the understanding that the Class comprises
26 approximately 1,160 Settlement Class Members during the Class Period, defined
27 herein as the Certified Class Amount. If the actual number of Settlement Class
28 Members exceeds the Certified Class Amount by 5% or more, then the Gross

1 Settlement Amount shall be increased proportionately based on the ultimate actual
2 number of Settlement Class Members as further described in Paragraph 39 below..

3 b. Individual Settlement Payments. Individual Settlement Payments will be
4 paid from the Net Settlement Amount and shall be paid pursuant to the terms set
5 forth herein. Within fourteen (14) calendar days after Defendant provides funds to
6 the Settlement Administrator for disbursement under this Agreement, the
7 Settlement Administrator shall digitally distribute Individual Settlement Payments
8 to each Settlement Class Member via the email(s) on file or as provided or, if no
9 email address is available, then the Settlement Administrator shall mail a check by
10 regular First-Class U.S. Mail to the respective Settlement Class Member's last
11 known mailing address. Participating Class Members will be provided with a
12 number of digital payment options such as PayPal, Venmo, or a digital debit card,
13 to immediately receive their Individual Settlement Payments. Class Representative
14 and Class Counsel represent that the Individual Settlement Payments will be
15 allocated as follows: 100% as restitution, which shall not be subject to tax
16 withholding and will not be reported on any IRS Form. Woodbury and Defense
17 Counsel make no representation or warranty with respect to the nature or tax
18 withholding of the Individual Settlement Payments, and whether such payments
19 should be reported on any IRS Form Any checks issued to Settlement Class
20 Members shall remain valid and negotiable for one hundred and eighty (180) days
21 from the date of their issuance.

22 c. Calculation of Individual Class Settlement Payments. The Settlement
23 Administrator shall calculate the value of each Settlement Class Member's
24 Individual Settlement Payment and each Participating Class Member's Individual
25 Settlement Payment. Individual Settlement Payments shall be distributed to Class
26 members based on class level (undergraduate or graduate) and status (full-time or
27 part-time). That is, each participating Class member will receive a pro rata cash
28 award from the Net Settlement Amount ("NSA"). The pro rata cash award, or

Individual Settlement Payment, will be calculated and distributed based on their class position. The four class positions are full-time undergraduate Class members, part-time undergraduate Class members, full-time graduate Class members, and part-time graduate Class members. The NSA shall be divided among the class positions as follows: Full-time undergraduate Class members shall receive 92.00% of the NSA, Part-time undergraduate Class members shall receive 2.35% of the NSA, Full-time graduate Class members shall receive 5.5% of the NSA, and Part-time graduate Class members shall receive 0.15% of the NSA. These respective allocations shall be divided up equally among members based on their class position. For instance and hypothetically, 92% of the estimated NSA of \$179,222.22 is \$164,884.44, which shall then be divided up equally among the estimated 991 full-time undergraduate Class members, yielding 991 payments of \$166.38 to each full-time undergraduate Class member, assuming none opts out of the settlement. In the event a Class member designated as either a part-time undergraduate Class member, full-time graduate Class member, or part-time graduate Class member opts out of the settlement, the value of his or her share shall shift upwards to the class position ranked one level above. The tiered class positions are ranked as follows:

Rank of Class Position	Percent Allocation of NSA
1. Full-time undergraduate Class members	92.00%
2. Part-time undergraduate Class members	2.35%
3. Full-time graduate Class members	5.5%
4. Part-time graduate Class members	0.15%

For instance, if a part-time undergraduate Class member opts out, the value of that Class member's Individual Settlement Payment shall be redirected for distribution to all participating Class members in the full-time undergraduate Class member position. This redirected distribution will effectively alter the respective class positions' shares of the NSA.

1 d. Second Notice and Uncashed Settlement Checks. If settlement checks
2 remain uncashed after one hundred and thirty (130) calendar days from their
3 issuance, then:

4 i. Plaintiff and/or the Settlement Administrator shall seek a court
5 order requiring Defendant to provide the Settlement Administrator, in
6 addition to the Class Information, the social security number of any Class
7 Member whose settlement check remains uncashed at that time (the
8 “Further Class Information Court Order”) in accordance with Federal
9 Family Education Rights and Privacy Act (“FERPA”), and specifically 20
10 United States Code Service § 1232g(b)(2)(B);

11 ii. The Settlement Administrator then shall send any Class Member
12 whose settlement check remains uncashed at that time a reminder postcard,
13 in English, advising them to cash the check or request a replacement check,
14 and, in accordance with FERPA, expressly notifying them that if the check
15 or replacement check remains uncashed, pursuant to the Further Class
16 Information Court Order, Defendant has been ordered to disclose that
17 student’s social security number to the Settlement Administrator; and

18 iii. The Settlement Administrator shall tender any funds represented by
19 Individual Settlement Payment checks returned as undeliverable and
20 Individual Settlement Payment checks remaining uncashed for more than
21 one hundred and eighty (180) calendar days after issuance, plus any
22 accrued interest in the Settlement Administrator’s qualified settlement fund
23 that has not otherwise been distributed, to the California State Controller’s
24 Office’s Unclaimed Property Division in the name of the Participating
25 Class Member.

26 e. Class Representative Enhancement Award. Subject to Court approval, in
27 exchange for his time, effort, and risk in bringing and prosecuting this matter,
28 Plaintiff Arthur Bagdasaryan shall be paid up to Three Thousand Dollars and Zero

1 Cents (\$3,000.00), subject to Court approval. The Class Representative
2 Enhancement Award shall be paid to Plaintiff from the Gross Settlement Amount
3 no later than fourteen (14) calendar days after Defendant provides funds to the
4 Settlement Administrator for disbursement under this Agreement. Any portion of
5 the requested Class Representative Enhancement Award that is not awarded to the
6 Class Representative shall be part of the Net Settlement Amount and shall be
7 distributed to Settlement Class Members as provided in this Agreement. The
8 Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for his
9 Class Representative Enhancement Award. Plaintiff shall be solely and legally
10 responsible to pay any and all applicable taxes on his Class Representative
11 Enhancement Award and shall hold harmless Defendant and the Released Parties
12 from any claim or liability for taxes, penalties, or interest arising as a result of the
13 Class Representative Enhancement Award. The Class Representative
14 Enhancement Award shall be in addition to the Plaintiff's Individual Settlement
15 Payment as a Settlement Class Member.

16 f. General Release by Plaintiff. In exchange for the release of all Released
17 Claims and the General Release, Plaintiff Arthur Bagdasaryan shall be paid up to
18 Two Thousand Dollars and Zero Cents (\$2,000.00), subject to Court approval,
19 which is for agreeing to personally release, in addition to the Class Release, any
20 and all complaints, claims, liabilities, obligations, promises, agreements,
21 controversies, damages, costs, losses, debts and expenses (including attorneys'
22 fees and costs actually incurred), of any nature whatsoever, including but not
23 limited to the claims made in this Action, claims arising from the California
24 Constitution, breach of implied contract or for claims of a breach of the covenant
25 of good faith and fair dealing, as well as any other express or implied covenant, or
26 any other statute or common law principle of similar effect, known or unknown,
27 which Plaintiff may have against any Released Parties to this Action arising from
28 any acts, events, or circumstances occurring on or before the effective date of this

1 Settlement Agreement. As to the foregoing claims, Plaintiff expressly waives the
2 benefits of California Civil Code section 1542, which provides:

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

9 g. Class Counsel Award. Defendant agrees not to oppose or object to any
10 application or motion by Class Counsel for attorneys' fees not to exceed one-third
11 of the Gross Settlement Amount, which is currently Ninety-Nine Thousand Six
12 Hundred Eleven Dollars and Zero Cents (\$99,611.00) of the Gross Settlement
13 Amount. If the Gross Settlement Amount increases, Class Counsel's attorneys'
14 fees will increase accordingly to preserve the one-third recovery ratio. Defendant
15 also agrees not to oppose any application or motion by Class Counsel for the
16 reimbursement of actual costs of up to Fifteen Thousand Dollars and Zero Cents
17 (\$15,000.00), subject to submission of itemized costs to the Court, associated with
18 Class Counsel's prosecution of this Action from the Gross Settlement Amount,
19 and Class Counsel agrees not to appeal any award of attorneys' fees or costs. Any
20 portion of the requested Class Counsel Award that is not awarded to Class Counsel
21 shall be part of the Net Settlement Amount and distributed to Settlement Class
22 Members as provided in this Agreement. So long as there are no objections, Class
23 Counsel shall be paid any Court-approved fees and costs no later than fourteen (14)
24 calendar days after Defendants provide funds to the Settlement Administrator for
25 disbursement under this Agreement. Class Counsel shall be solely and legally
26 responsible to pay all applicable taxes on the payment made pursuant to this
27 paragraph. The Settlement Administrator shall issue an IRS Form 1099-MISC to
28 Class Counsel for the payments made pursuant to this paragraph. This Settlement

1 is not contingent upon the Court awarding Class Counsel any particular amount in
2 attorneys' fees and costs.

3 h. Settlement Administration Costs. The Settlement Administrator shall be
4 paid for the costs of administration of the Settlement from the Gross Settlement
5 Amount. The capped cost of administration for this Settlement is Sixteen Thousand
6 Dollars (\$16,000) but currently estimated at Thirteen Thousand Nine Hundred
7 Fifteen Dollars and Zero Cents (\$13,915.00). The Settlement Administrator shall
8 provide the Parties with a declaration to support the cost of administration. The
9 Settlement Administrator shall be paid the Settlement Administration Costs no
10 later than fourteen (14) calendar days after Defendants provide funds to the
11 Settlement Administrator for disbursement under this Agreement. The Settlement
12 Administrator, on Defendants' behalf, shall have the authority and obligation to
13 make payments, credits and disbursements, including in the manner set forth
14 herein, to Settlement Class Members and the Internal Revenue Service, calculated
15 in accordance with the methodology set out in this Agreement and orders of the
16 Court.

17 i. The Parties agree to cooperate in the Settlement Administration
18 process and to make all reasonable efforts to control and minimize the cost
19 and expenses incurred in administration of the Settlement. The Parties each
20 represent they do not have any financial interest in the Settlement
21 Administrator or otherwise have a relationship with the Settlement
22 Administrator that could create a conflict of interest.

23 ii. The Settlement Administrator shall be responsible for: processing
24 and mailing payments and associated 1099 forms or other tax forms to
25 Plaintiff, Class Counsel, Settlement Class Members, the Internal Revenue
26 Service, California State Treasury, the Unclaimed Property Division of the
27 California State Controller Office, and/or any other appropriate
28 government authorities, including forwarding all taxes, contributions, and

1 withholdings to the appropriate government authorities. The Settlement
2 Administrator shall also be responsible for printing, and mailing the Notice
3 to the Settlement Class Members, as directed by the Court; receiving and
4 reporting the Requests for Exclusion and Notices of Objection submitted
5 by Settlement Class Members; properly calculating and completing all tax
6 reporting, withholdings, and payments to the Internal Revenue Service
7 and/or appropriate tax authorities on a timely basis; providing
8 declaration(s) and reports as necessary in support of preliminary and final
9 approval of this Settlement and upon completion of this Settlement; and
10 other tasks as the Parties mutually agree or the Court orders the Settlement
11 Administrator to perform both before and after distribution of the Gross
12 Settlement Amount. The Settlement Administrator shall keep the Parties
13 timely apprised of the performance of all Settlement Administrator
14 responsibilities.

15 iii. No person shall have any claim against Defendant, Defense
16 Counsel, Plaintiff, Settlement Class Members, Class Counsel or the
17 Settlement Administrator based on distributions and payments made in
18 accordance with this Agreement.

19 38. Declarations by Settlement Administrator. The Settlement Administrator shall
20 submit a declaration in support of Plaintiff's Motion for Preliminary Approval of this Settlement
21 detailing its qualifications, experience, and estimated costs for administration of this Settlement.
22 The Settlement Administrator shall submit a declaration in support of Plaintiff's Motion for Final
23 Approval of this Settlement detailing the number of Notices mailed and re-mailed to Settlement
24 Class Members, the number of undeliverable Notices, the number of timely Requests for
25 Exclusion, the number of timely and late objections received, if any, the amount of the average
26 Individual Settlement Payment and maximum and minimum Individual Settlement Payments, the
27 Settlement Administration Costs, and any other information as the Parties mutually agree or the
28 Court orders the Settlement Administrator to provide. If the Motion for Final Approval is filed

1 prior to the Response Deadline, the Settlement Administrator shall, if requested to do so, submit
2 a Supplemental Declaration following the Response deadline, updating the information set forth
3 above. Upon distribution of settlement funds to all recipients, within thirty (30) days after the
4 check stale date, the Settlement Administrator shall submit to Class Counsel a Declaration of
5 Compliance detailing the payment of all settlement funds, including the number of checks
6 negotiated and corresponding dollar value, the number of checks not negotiated and
7 corresponding dollar value, the completion of the forwarding of the value(s) of the uncashed
8 checks to the Unclaimed Property Division, and the payment of funds to Class Counsel.

9 39. Increase to the Gross Settlement Amount. Because Plaintiff has relied on the
10 Defendant's representation that the Certified Class Amount is fixed at 1,160 Class Members in
11 agreeing to settle the Action at the given value—which yields a certain per-student average—if
12 that 1,160 turns out to be larger, the result would dilute that per-student average. As such, to
13 protect the Participating Class Members from an unacceptable degree of dilution, if the actual
14 number of Settlement Class Members exceeds 5% of the Certified Class Amount, then the Gross
15 Settlement Amount shall be increased proportionately based on the actual number of Settlement
16 Class Members. For instance, if the actual number of Settlement Class Members is 1,220 (which
17 exceeds 5% of the Certified Class Amount), then the Gross Settlement Amount shall be increased
18 proportionally by the corresponding percentage difference between the Certified Class Amount
19 and the actual number of Settlement Class Members, which would be an additional \$15,456.87
20 for a total Gross Settlement Amount of \$313,774.65.

21 40. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration
22 of the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness
23 Hearing shall be conducted to determine final approval of the Settlement along with the amount
24 properly payable for (i) the Class Counsel Award, (ii) the Class Representative Enhancement
25 Award, (iii) the General Release Payment), (iv) Individual Settlement Payments, and (v) the
26 Settlement Administration Cost. Upon granting final approval of the Settlement, the Court shall
27 also enter a Final Judgment and Order implementing the Releases set forth in paragraphs 10, 23,
28 24, and 33 of this Agreement, as well as the General Release by Plaintiff contained in paragraph

37(f) of this Agreement as to Plaintiff. Settlement Class Members shall be provided with notice of the Final Judgment and Order under California Rule of Court 3.771(b), and the Settlement Administrator shall include with each settlement award a notice on the check stub advising the Class Members that the Court entered a Final Judgment, the date of the Judgment, and that Class Members may obtain a copy of the Judgment upon request from the Settlement Administrator. Pursuant to California Rule of Court 3.769(h), after granting final approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the Judgment.

41. Omitted Class Members. If additional individuals not originally included on the Class List provided to the Settlement Administrator are discovered after Class Notices have been distributed and no later than ten (10) calendar days before Plaintiff is ordered to file his Motion for Final Approval, Defendant shall, in good faith, immediately make a determination as to whether those individuals should be deemed Settlement Class Members and entitled to participate in the Settlement. If Defendant determines that the omitted individual is a Settlement Class Member, the third-party administrator shall mail the individual a Class Notice as provided in paragraph 35 and recalculate the Individual Settlement Payments of all Settlement Class Members by the formula set forth herein to include the additional Individual Settlement Payment for that Omitted Class Member. The Omitted Class Member will have until the calendar day before Individual Settlement Payments are mailed by the third-party administrator as provided in paragraph 36 of this Agreement to submit a Request for Exclusion or Objection. If additional individuals not originally included on the Class List are discovered later than thirty-five (35) days before the Effective Date, those individuals shall not be deemed Settlement Class Members, will not receive payment, and will not release claims against Defendant or Released Parties. In the event there is a dispute regarding the Omitted Class Member's Class Position, the provisions of paragraphs 26 and 36(e) of this Agreement shall govern the dispute.

42. Revocation of Settlement Agreement. Defendants, at their sole discretion, shall have the right but not the obligation to revoke the Settlement Agreement if twenty (20) or more of the Class Members timely submit a valid Request for Exclusion from the Class. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days of the Response Deadline

1 by providing written notice to Class Counsel. In the event Defendant elects to revoke the
2 settlement under this provision, Defendant shall be solely responsible for any and all Settlement
3 Administration Costs incurred.

4 43. Nullification of Settlement Agreement. In the event: (i) the Court does not enter
5 an order for preliminary approval; (ii) the Court does not enter an order for final approval; (iii) the
6 Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, (v) Defendant
7 elects to revoke the Settlement Agreement pursuant to paragraph 42, or (vi) the Settlement does
8 not become final, this Settlement Agreement shall be null and void and any order or judgment
9 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.
10 In such case, Defendant shall not make any payment under this Agreement, and the Parties shall
11 proceed in all respects as if this Agreement had not been executed, except that any fees already
12 incurred by the Settlement Administrator shall be paid by Plaintiff, on one hand, and Defendant,
13 on the other hand, in equal shares, except for the scenario in (v) described in the preceding
14 sentence. For avoidance of doubt, the preceding sentence applies to all instances the Settlement
15 Agreement is nullified except for the event in which Defendant elects to revoke the Settlement
16 Agreement pursuant to paragraph 42, because in that instance, Defendant shall be solely
17 responsible for all fees already incurred by the Settlement Administrator. If Defendant, however,
18 fails to fully fund the Settlement, Defendant shall be solely responsible for any fees already
19 incurred by the Settlement Administrator.

20 44. Publicity. The Parties and their counsel agree that they will not issue any press
21 releases or initiate any contact with the media about the fact, amount, or terms of the settlement.
22 If counsel for either party receives an inquiry about the settlement from the media or other
23 attorneys, counsel may respond only after the motion for preliminary approval has been filed and
24 only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent
25 Defendant from making any required disclosure.

26 45. No Admission by Defendants. Defendants deny any and all claims alleged in this
27 Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission
28

1 of any liability or wrongdoing by Defendants, and it shall not be used against Defendants as an
2 admission with respect to any claim of fault, concession or omission by Defendants.

3 46. Exhibits and Headings. The terms of this Agreement include the terms set forth in
4 the attached exhibit, which is incorporated by this reference as though fully set forth herein. The
5 exhibit to this Agreement is an integral part of the Settlement; however, the terms of this
6 Agreement control in case of conflict. The descriptive headings of any paragraphs or sections of
7 this Agreement are inserted for convenience of reference only.

8 47. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
9 Action, except such proceedings necessary to implement and complete the Settlement, pending
10 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

11 48. Amendment or Modification. This Agreement may be amended or modified only
12 by a written instrument signed by counsel for all Parties or their successors-in-interest and also
13 must be approved by the Court.

14 49. Entire Agreement. This Agreement constitutes, including **Exhibit A**, the entire
15 Agreement among these Parties, and no oral or written representations, warranties or inducements
16 have been made to any Party concerning this Agreement or its exhibit other than the
17 representations, warranties and covenants contained and memorialized in the Agreement and its
18 exhibit.

19 50. Authorization to Enter into Settlement Agreement. Counsel for the Parties warrant
20 and represent they are expressly authorized by the Party whom they each represent to negotiate
21 this Agreement and to take all appropriate actions required or permitted to be taken by such Parties
22 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
23 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
24 other and use their best efforts to effect the implementation of the Settlement. In the event the
25 Parties are unable to reach an agreement on the form or content of any document needed to
26 implement the Settlement, or on any supplemental provisions that may become necessary to
27 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
28 such disagreement. The person signing this Agreement on behalf of Defendants represent and

warrants that he/he is authorized to sign this Agreement on behalf of Defendants. The person signing this Agreement on behalf of Plaintiff represents and warrants that he/he is authorized to sign this Agreement and that he/he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

51. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

52. California Law Governs. All terms of this Agreement and the exhibit hereto shall be governed by and interpreted according to the laws of the State of California.

53. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts together shall be deemed to be one and the same instrument.

54. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

55. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

56. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

[SIGNATURES ON NEXT PAGE]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLAINTIFF

Date: 4/22/2024

Arthur Bagdasaryan
Arthur Bagdasaryan (Apr 22, 2024 17:18 PDT)
Arthur Bagdasaryan

CLASS COUNSEL
SHEGERIAN & ASSOCIATES, INC.

Date: 4/22/2024

Anthony Nguyen
Anthony Nguyen
Attorneys for Plaintiff
ARTHUR BAGDASARYAN

DEFENDANT

Date: _____

Dr. Barry Ryan,
President of Woodbury University

DEFENDANT'S COUNSEL
PARKER, MILLIKEN, CLARK, O'HARA &
SAMUELIAN, A Professional Corporation

Date: _____

Brent G. Cheney
Attorneys for Defendant
WOODBURY UNIVERSITY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLAINTIFF

Date: _____

Arthur Bagdasaryan


CLASS COUNSEL
SHEGERIAN & ASSOCIATES, INC.

Date: _____

Anthony Nguyen
Attorneys for Plaintiff
ARTHUR BAGDASARYAN


DEFENDANT

Date: 4/22/24


Dr. Barry Ryan,
President of Woodbury University

DEFENDANT'S COUNSEL
PARKER, MILLIKEN, CLARK, O'HARA &
SAMUELIAN, A Professional Corporation

Date: April 22, 2024


Brent G. Cheney
Attorneys for Defendant
WOODBURY UNIVERSITY