

## FIRST AMENDED STIPULATION OF SETTLEMENT AGREEMENT AND RELEASE

This First Amended Stipulation of Settlement Agreement and Release (“Agreement”) is made by and amongst Plaintiffs Alejandra Chaisson and Grace Chong (each a “Named Plaintiff”; together, the “Named Plaintiffs”), on behalf of themselves and the Class (as defined below) and Defendant the University of Southern California (“USC”) (collectively, the “Parties,” and each individually a “Party”). The Agreement is made as of the date on which all Parties have signed this Agreement.

### DEFINITIONS

As used herein, the following terms, which supersede and do not use the meaning of terms used in the Outline of Terms for a Class Action Settlement, have the meanings set forth below:

- A. “Action” means the litigation styled *Chaisson, et al. v. University of Southern California*, Case No. 20STCV27062, filed in the Superior Court of California, County of Los Angeles.
- B. “Administrative and Notice Costs” means all fees, costs, and expenses incurred by the Claim Administrator while carrying out its duties under this Agreement, including, without limitation: all aspects of administering Class Notice and administering, calculating, and distributing Claim Payments to Class Members.
- C. “Agreement” refers to this document and its exhibits, including all exhibits attached hereto and incorporated herein, which are an integral part of this Agreement and are incorporated herein in their entirety by reference, executed pursuant to the Parties’ agreed upon Outline of Terms for a Class Action Settlement.
- D. “Attorneys’ Fees and Costs” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court, as set forth below in Section 8.
- E. “Claim” means a request for a Claim Payment submitted by or on behalf of a Class Member on a Claim Form filed with the Claim Administrator, as set forth below in Section 7.
- F. “Claim Administrator” means Simpluris Inc., an independent claims administrator who has been mutually selected by the Parties, or any such administrator agreed to by the Parties and approved by the Court, and which USC will pay for, to provide Class Notice and to administer the Settlement and claims process, including the processing, reviewing, and approving of claims made by Claimants, communicating with Claimants, and distributing Claim Payments to qualified Claimants. Claim Administrator has provided the Parties with a not-to-exceed budget to cover all Administrative and Notice Costs.
- G. “Claim Deadline” means the date by which a Class Member must file a Claim, if any, to the Claim Administrator in accordance with Section 2.4 of this Agreement. The Parties shall request that the Court set a Claim Deadline of ninety (90) days after the Settlement Notice Date, except to be extended by another twenty (20) days for Class Members who receive a re-mailed Post Card Notice (*see* § 7.3.d), or as otherwise set by the Court.

- H. “Claim Form” means the webpage provided by the Claim Administrator that a Class Member can fill in (or print, complete, and mail in) with information to submit a Claim for a Claim Payment, in the form substantially similar to the Claim Form attached hereto as Exhibit E to this Agreement.
- I. “Claim Payment(s)” means distribution(s) to Class Member(s) that have filed a valid and timely Claim Form, as set forth below in Section 2.
- J. “Claimant(s)” means a Class Member(s) who timely submits a valid Claim in accordance with the terms of this Settlement.
- K. “Class” means all current and former students of USC who paid or were charged one or more Late Fees imposed by USC from July 14, 2016, to the Settlement Notice Date, and who have not received a full refund or waiver of such fees. Any judicial officer to whom the Action is assigned is excluded from the Class.
- L. “Class Counsel” means counsel of record in the Action of the law firm Bursor & Fisher, P.A. and Smith Krivoshey, PC.
- M. “Class Member(s)” means a person or persons who meet the criteria of the Class definition above.
- N. “Class Notice” means the forms and methods of notice to be provided to the Class as provided herein and directed by the Court, to be facilitated by the Claim Administrator, including the Settlement Website, the Full Notice, the Email Notice, and the Post Card Notice, as set forth below in Section 7.
- O. “Class Period” means July 14, 2016, through the Settlement Notice Date.
- P. “Complaint” means the Third Amended Complaint filed in this Action on January 12, 2023.
- Q. “Court” means the Superior Court of California, County of Los Angeles, where the Action was filed.
- R. “Defense Counsel” means USC’s counsel of record in the Action.
- S. “Effective Date” means five (5) days after the date on which, after the Court has entered a Final Approval Order approving the Settlement and has entered Judgment, the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired.
- T. “Email Notice” means the notice of the Settlement to be emailed to all Class Members, if an email address is available, in the form substantially similar to the form attached hereto as Exhibit C, and as set forth below in Section 7.

- U. “Final Approval Hearing” means the Court hearing where the Parties will request the Final Approval Order be entered approving this Agreement, and where Class Counsel will request that the Court enter Judgment.
- V. “Final Approval Motion” means the motion submitted by Class Counsel to the Court in support of final approval of the Agreement.
- W. “Final Approval Order” means the final order to be entered by the Court, following the Final Approval Hearing, approving this Settlement. A proposed Final Approval Order is attached hereto as Exhibit F.
- X. “Finance Charges” means the monthly fee charged by USC to Class Members pursuant to the USC Student Catalog for a student that has any amount of unpaid account balance.
- Y. “Full Notice” means the notice of this Settlement to Class Members made available on the Settlement Website, with its URL on the Settlement Website identified in the Email Notice and in the Post Card Notice, in a form substantially similar to the form attached hereto as Exhibit B, and as set forth in Section 7 below.
- Z. “Judgment” means a document labeled by the Court as such and that has the effect of a judgment under California Rules of Court 3.769(h), including a provision for the retention of the Court’s jurisdiction over the Parties to enforce the terms of the settlement. A proposed Judgment is attached hereto as Exhibit G.
- AA. “Late Fees” means Late Registration Fees, Late Settlement Fees, and Finance Charges.
- BB. “Late Registration Fees” means weekly fees charged by USC to Class Members pursuant to the USC Student Catalog for a student not completing the class registration process by the applicable deadline.
- CC. “Late Settlement Fees” means weekly fees charged by USC to Class Members pursuant to the USC Student Catalog for a student making a payment to their student account after the applicable deadline. For the avoidance of any doubt, Late Settlement Fees do not include monthly Finance Charges.
- DD. “Net Late Fees” means, for each Class Member, the total amount of Late Fees assessed to that Class Member during the Class Period (whether paid or not), as reduced by any amounts of those Late Fees that USC waived, written off, released, or previously settled with the Class Member through the date of Claim Payment.
- EE. “Objection” means the notice that a Class Member may file with or make to the Court objecting to the Settlement, as set forth below in Section 5.
- FF. “Objection Deadline” means the date by which a Class Member must file a written Objection, if any, with the Court to the Agreement in accordance with Section 5 of this Agreement. The Parties shall request that the Court set an Objection Deadline coinciding with the Opt-Out Deadline sixty (60) days after the Settlement Notice Date, except to be

extended by another twenty (20) days for Class Members who receive a re-mailed Post Card Notice (*see* § 7.3.d), or as otherwise set by the Court.

- GG. “Objector” means a person or entity who is a Class Member who files or makes an Objection.
- HH. “Opt-Out” means a Class Member’s request to be excluded from the Settlement by submitting a written request to be excluded to the Claim Administrator containing their name, address, telephone number, and email address, as set forth below in Section 6.
- II. “Opt-Out Deadline” means the date by which a Class Member must submit an Opt-Out, if any, to the Claim Administrator in accordance with Section 6 of this Agreement. The Parties shall request that the Court set an Opt-Out Deadline coinciding with the Objection Deadline sixty (60) days after the after the Settlement Notice Date, except to be extended by another twenty (20) days for Class Members who receive a re-mailed Post Card Notice (*see* § 7.3.d), or as otherwise set by the Court.
- JJ. “Outline of Terms for a Class Action Settlement” means the confidential term sheet executed by the Parties on or about December 23, 2024, which is subject to the integration clause set forth below in Section 11.2.
- KK. “Post Card Notice” means the notice of the Settlement to be mailed to Class Members if no email address is available and/or to whom the Email Notice is not successfully sent, in a form substantially similar to the form attached hereto as Exhibit D, and as set forth below in Section 7.
- LL. “Preliminary Approval Motion” means the motion submitted by Class Counsel to the Court in support of preliminary approval of the Agreement, as set forth below in Section 4.
- MM. “Preliminary Approval Order” means the Court’s order preliminarily approving the Agreement. A proposed Preliminary Approval Order is attached hereto as Exhibit A.
- NN. “Release Date” means the latest date on which USC sends to the Claim Administrator the full amount of funds to satisfy USC’s obligations to pay the amounts set forth in §§ 2.4 (Claim Payments to Class Members), 7.5 (Administrative and Notice Costs), 8.1 (Class Counsel’s Attorneys’ Fees and Costs) and 8.2 (Service Awards) of this Agreement.
- OO. “Released Claims” means any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, liabilities, or penalties, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, legal, equitable, or otherwise, that were or could have been asserted in the Action or that arise out of or relate to USC’s Late Fee practices.
- PP. “Released Parties” means Defendant the University of Southern California and without limitation its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, partners and privities, and each of USC’s past, present, and

future officers, directors, trustees, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers.

- QQ. “Releasing Parties” means each Named Plaintiff and each Class Member, and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, and any person who paid any tuition or fees on his or her behalf, provided that any Class Member who timely and properly excludes themselves under Section 6 below shall not be included herein.
- RR. “Service Award” means any monetary award to the Named Plaintiffs that the Court may choose to grant upon application by Class Counsel for any settlement payment that Named Plaintiffs would not otherwise be entitled to as a Class Member.
- SS. “Settlement” means the entire process to be performed by the Parties for moving for and obtaining final approval of this Agreement and all provisions hereof, as well as the provision of benefits provided by this Agreement upon obtaining that approval such as (but not limited to) the distribution of Claim Payments to Class Members, other benefits to be provided by USC, and the Release that USC obtains from Class Members.
- TT. “Settlement Notice Date” shall be sixty (60) days from the entry of the Preliminary Approval Order and shall be the date on which the Claim Administrator will commence the transmission of the Email Notice and Post Card Notice.
- UU. “Settlement Website” means a website to be created and managed by the Claim Administrator to provide Class Members access to various documents and notices referenced in this Agreement, as set forth below in Section 7.
- VV. “USC” means the University of Southern California and without limitation all related entities, including but not limited to parents, subsidiaries, agents, employees and assigns, predecessors, successors and affiliates of USC and its related entities and owners.

## RECITALS

WHEREAS, on July 14, 2020, Plaintiffs Alejandra Chaisson and Grace Chong filed a putative class action against Defendant the University of Southern California, titled *Chaisson, et al. v. University of Southern California*, Case No. 20STCV27062, in the Los Angeles County Superior Court of California, asserting claims arising from the allegedly unlawful collection of Late Fees;

WHEREAS, USC denies Named Plaintiffs’ allegations and claims in the Action, and maintains that no applicable statutes, laws, rules, or regulations were violated, and that no wrongdoing occurred concerning any Late Fees;

WHEREAS, the Parties, following certain pretrial proceedings, discovery, investigation and careful analysis of their respective claims and defenses, and with full understanding of the risks, expense and uncertainty of continued litigation, desire to settle the Action in its entirety as to the Named Plaintiffs, the Class, and USC with respect to all claims relating to or arising out of

the facts underlying and alleged in this Action, based upon the terms set forth in this Settlement Agreement;

WHEREAS, the Parties have investigated the facts and have analyzed the relevant legal issues regarding the claims and defenses asserted in this Action, including through significant motion practice and extensive fact discovery;

WHEREAS, after Plaintiffs' motion for class certification was fully briefed, the Parties conducted a mediation before the Hon. Edward A. Infante (Ret.), on January 25, 2023, that did not result in a resolution;

WHEREAS, the Court granted Plaintiffs' motion for class certification on July 25, 2024, and the Parties thereafter conducted a second mediation with Judge Infante on October 8, 2024, and continued to confer with him and each other during the following months;

WHEREAS, on or about December 23, 2024, the Parties executed the Outline of Terms for a Class Action Settlement that provided an initial term sheet providing for settlement of the Action;

WHEREAS, the Parties agree that neither this Settlement Agreement, the Outline of Terms for a Class Action Settlement, nor the negotiations leading up to the Settlement Agreement and the Outline of Terms for a Class Action Settlement, shall constitute or, in any way, be construed as any admission of liability or wrongdoing on the part of USC or any Released Party, which is expressly denied;

WHEREAS, this Settlement Agreement is the result of vigorous arm's length negotiations between the Parties of highly disputed claims, including negotiations with the assistance of Hon. Edward Infante (Ret.), and the Parties maintain that the Settlement is fair, adequate, reasonable, and in the best interests of the Class; and

WHEREAS, pursuant to the Court's direction and instructions received at the initial preliminary approval hearing on September 2, 2025, the parties have revised the previously-submitted settlement agreement and agree to submit this Settlement Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Court, as follows:

## **1. CONFIDENTIALITY**

- 1.1 Protective Order Compliance. The Parties shall continue to comply with the Stipulated Protective Order Regarding Confidential and Highly Confidential Designations dated April 20, 2021.
- 1.2 Confidentiality of Agreement. Until such time as Class Counsel files this Agreement with the Court for purposes of seeking preliminary approval of the Settlement, the Parties agree to maintain the terms and conditions of this Agreement and the communications leading to its execution confidential. The communications and discussions relating to this Agreement

are further covered by mediation and settlement privileges. Until such time as Class Counsel files this Agreement with the Court for purposes of seeking preliminary approval of the settlement, the Parties may state publicly, only if asked without having instigated the question, only that the Parties have reached an agreement in principle to resolve this Action. Notwithstanding the foregoing, each Party may disclose the terms and conditions of this Agreement: (1) pursuant to a court order or valid subpoena; (2) to the Parties' respective insurers, legal, tax, accounting, or similar professional advisors; (3) to bona fide prospective investors and acquirers under a written non-disclosure agreement; (4) upon written agreement of all of the Parties; or (5) as is necessary to enforce this Agreement.

## **2. CONSIDERATION FOR SETTLEMENT AND CLAIM PAYMENTS**

- 2.1 USC's Financial Commitment. USC's total financial commitment under this Agreement shall consist solely of, shall not exceed, and subject to Section 8.3, (1) the costs incurred (or revenue avoided) in performance of its obligations set forth below in Sections 2.2 through 2.4, (2) the costs of the Cost Study set forth below in Section 3.1, (3) the Administrative and Notice Costs set forth below in Section 7.5, (4) payment of Class Counsel's Attorneys' Fees and Costs set forth below in Section 8.1, (5) payment of Service Awards to Named Plaintiffs set forth below in Section 8.2, and (6) its own costs and fees including attorneys' fees.
- 2.2 Waiver of Future Late Fees. USC will waive or decline to assess Late Fees in an amount representing at least 30% of the amount of Late Fees assessed, or that could have been assessed, by USC during the two-year period commencing upon the Effective Date. USC will have complete discretion as to when, for whom, what Late Fees (or whenever originally assessed), and for what reasons to waive or decline to assess Late Fees each year. For the purpose of settlement approval, USC will provide to Class Counsel a declaration affirming that, assuming that student behavior is consistent with past years, and applying the waiver/decline to assess percentage of 30%, then under these circumstances, USC would waive and/or decline to assess approximately eight million dollars (\$8 million) pursuant to this Agreement. Within sixty (60) days after the first two annual anniversaries of the Effective Date of this Settlement, USC will prepare a declaration, to be provided to Class Counsel, certifying that in the previous 12-month period USC complied with this Section 2.2. Class Members and other USC students do not need to submit a Claim to receive the benefits of this section.
- 2.3 Pause in Assessment of Finance Charges. Starting on a date at USC's discretion within one hundred eighty (180) days after the Effective Date, for a period of ten (10) weeks, USC shall not assess new Finance Charges to its students. For the purpose of settlement approval, USC will provide to Class Counsel a declaration affirming that, assuming that student behavior is consistent with the past full calendar year of 2023, based on the data for the average monthly Finance Charges assessed in 2023, if the amount of Finance Charges that USC does not assess (for a ten (10) week period following the Effective Date) is at a monthly rate that is equal to or greater than the average monthly amounts assessed in 2023, then the amount of Finance Charges not assessed for ten (10) weeks would exceed

two million dollars (\$2,000,000.00) pursuant to this Agreement. Class Members and other USC students do not need to submit a Claim to receive the benefits of this section.

2.4 Claim Payments to Class Members. A Class Member must submit a valid and timely Claim Form by the Claim Deadline to be a Claimant that is eligible to receive a Claim Payment. USC shall pay all Claimants up to an aggregate maximum of two million dollars (\$2,000,000), subject to the following terms.

- a. Each Class Member will be permitted to submit a Claim (submitted pursuant to Section 7.3 below) for payment of 30% of that Class Member's Net Late Fees, up to a maximum Claim Payment per Class Member of two hundred twenty-five dollars (\$225). The Class Member's Net Late Fees shall be determined exclusively based on USC's records, unless the Claim Administrator decides in favor of a Claimant's dispute of those records pursuant to § 2.5.g below.
- b. If Claimants' total payments aggregate to more than two million dollars (\$2 million), then all Claim Payments to Claimants will be reduced *pro rata* until the aggregate Claim Payments to all Claimants equals \$2 million.

2.5 Payment Procedures to Claimants. Some Claimants will receive affirmative payments via check or electronic transfer, and others will receive a credit on their USC student account balance.

- a. In the Claim Form set forth in Exhibit E, each Class Member will be given the option of designating whether that Class Member desires to receive a Claim Payment by credit to the Class Member's account with USC, by electronic transfer through Zelle (specifying the information necessary for that transfer), or by mailed check.
- b. In the event a Class Member does not file a Claim Form to elect to receive payment by providing the necessary information to the Claim Administrator by the Claim Deadline, unless the Class Member elects to exclude themselves through the procedure set out in Section 6, *infra*, the Class Member will nonetheless be bound by the Agreement, including the releases set out in Section 9, *infra*.
- c. If the Claimant's student account has a positive balance at the time USC transfers funds to the Claim Administrator for the Claim Payments, then within thirty (30) days of the Effective Date, USC shall credit the payment to the Claimant's account, regardless of the payment instructions on that Class Member's Claim Form.
- d. If a Claimant's student account has a zero or negative balance at the time USC transfers funds to the Claim Administrator for the Claim Payments, that Class Member shall receive payment via account credit, electronic transfer or check as designated on the Class Member's Claim Form. Within thirty (30) days of the Effective Date, USC shall transfer to the Claim Administrator sufficient funds to make the Claim Payments that are to be made via electronic transfers or mailed checks. Within sixty (60) days of the Effective Date, the Claim Administrator shall electronically transfer funds and mail checks to the Class Members who are to receive their Claim Payments via those methods.

- e. Any checks sent to Class Members in connection with the Claim Payments will expire ninety (90) days from the date they are mailed, if not otherwise negotiated. For any checks that are not cashed as of the 91<sup>st</sup> day and/or any Zelle transfers that are not able to be completed by that date, the Claim Administrator shall provide the identity of such Class Members who have not cashed checks or processed Zelle transfers to USC within seven (7) days and the amount of Claim Payments that were not cashed or processed (“Remainder”). If any Remainder exists, the parties will jointly request that the Court amend the Judgment to direct the Claim Administrator to pay the Remainder, plus any interest that has accrued thereon, to Scholarship America, Inc., consistent with and as required by Cal. Civ. Proc. § 384(b).
- f. In the event a Class Member elects to be excluded from the Settlement by submitting an Opt-Out to the Claim Administrator by the Opt-Out Deadline, the Class Member will not receive any payment in connection with the Agreement.
- g. A Claimant may, but is not required to, review USC’s records of the Late Fees assessed to that Claimant during the Class Period via USC’s financial portal available to all accountholders. If a Claimant believes USC’s records of those Late Fees are not accurate, the Claimant may contact the Claim Administrator no later than the Claim Deadline. Claimant should provide documentation supporting his or her position. The Claim Administrator may ask USC to produce additional information regarding the Claimant’s account for the purpose of resolving the dispute. USC will provide such information, if any exists, within seven (7) business days of the Claim Administrator’s request. USC’s records will be presumed correct, but the Claim Administrator will evaluate any evidence submitted by the Claimant. The Claim Administrator shall decide the dispute, and its decision shall be final and binding on Claimant and USC. The Claim Administrator will report its decision by email to USC and, if the Claim Administrator denies the Claimant’s dispute to any extent, to the Claimant. Any information provided to the Claim Administrator by Claimant or USC under this provision shall be treated as confidential by the Claim Administrator and shall be destroyed within thirty (30) days of the Effective Date.

### **3. PERFORMING A COST STUDY**

- 3.1 Cost Study. Without conceding the application of California Civil Code Section 1671, USC agrees to perform, within sixty (60) days after the Settlement becomes Effective, an analysis guided by the provisions of Civil Code Section 1671 (the “Cost Study”).
- 3.2 No Obligation to Consult. USC shall have no obligation to consult with Named Plaintiffs and/or Class Counsel regarding the conduct or outcome of the Cost Study. USC will prepare a declaration stating that it performed the Cost Study.
- 3.3 No Representation of Future Changes. Except to the extent expressly required by this Settlement, USC makes no representations regarding any future changes to the amounts or timing of any Late Fees after completion of the cost study.

#### **4. OBTAINING COURT APPROVAL OF THE AGREEMENT**

- 4.1 Preliminary Approval. The Parties agree to recommend approval of the Agreement to the Court as fair and reasonable and to undertake their best efforts to obtain such approval. The Parties therefore agree that they shall submit this Agreement, together with its exhibits, to the Court and shall apply for entry of a Preliminary Approval Order based on the Preliminary Approval Motion and all further supplemental briefing ordered by the Court or that the Parties may submit.
- 4.2 Preliminary Approval Motion. Class Counsel shall draft and file the Preliminary Approval Motion requesting issuance of the Preliminary Approval Order and shall provide that draft to Defense Counsel no later than ten (10) days before filing. The Preliminary Approval Motion shall be written in a neutral manner that does not contain inflammatory language about the Parties, the allegations or defenses asserted in the Action, or the Parties' perceived conduct in the Action. USC shall have the right to provide feedback concerning the Preliminary Approval Motion, and Class Counsel will meet and confer with Defense Counsel in good faith regarding USC's feedback. Additionally, USC may file supplemental briefing regarding Plaintiffs' Preliminary Approval Motion.
- 4.3 Final Approval and Judgment. In accordance with the schedule set forth in the Preliminary Approval Order, Class Counsel shall draft and file the Final Approval Motion, which shall include a proposed Final Approval Order and a proposed Judgment in the forms attached hereto as Exhibits F and G, and shall provide that draft to Defense Counsel at least ten (10) days before filing such motion with the Court. USC shall have the right to provide feedback concerning the motion, and Class Counsel will meet and confer with USC in good faith regarding USC's feedback. Additionally, USC may file supplemental briefing regarding Plaintiffs' Final Approval Motion. Any Class Member has the option to appear and orally request to be heard at the Final Approval Hearing, either in person or through counsel, including to make an oral Objection but not to Opt-Out.
- 4.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Preliminary Approval Motion, the proposed Final Approval Motion, and/or the supporting declarations and documents of any such motion, Class Counsel and Defense Counsel will work together on behalf of the Parties in good faith, in an effort to resolve the disagreement. If the Court does not grant Preliminary Approval or Final Approval or conditions Preliminary Approval or Final Approval on any material change to this Agreement, Class Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement in an effort to otherwise satisfy the Court's concerns.
- 4.5 Content and Filing of Supplemental Briefing. To the extent the Court orders the Parties to file supplemental briefing in connection to Preliminary Approval, such supplemental briefing shall be written in a neutral manner that does not contain inflammatory language about the Parties, the allegations, or defenses asserted in the Action, or the Parties' perceived conduct in the Action. The Parties may provide to one another feedback concerning such supplemental briefing, and they agree to meet and confer in good faith

regarding any such feedback. Any Party may file further supplemental briefing in connection with the Preliminary Approval Motion.

- 4.6 Failure to Approve Agreement. In the event that the Agreement is not preliminarily and/or finally approved by the Court, or any such approval is overturned or modified on appeal, or in the event that its approval is conditioned on any material modifications (including modifications to the proposed form and method of notice) that are not acceptable to USC, then, at USC's election, (1) this Agreement shall be null and void and of no force or effect and (2) any release shall be of no force or effect, except for Section 1, which shall remain in full force. In such event, the Action will revert to the status that existed before the Agreement's execution date, the Parties shall each be returned to their respective procedural postures, and neither the Agreement nor any facts concerning its negotiation, discussion, terms, or documentation shall be admissible in evidence for any purpose in this Action or in any other litigation.

## **5. OBJECTIONS**

- 5.1 Objections. Any Class Member who has not submitted a timely Opt-Out and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, the Attorneys' Fees and Costs award, or the Service Award may submit a written Objection as set forth in Section 5.2 through 5.4 and/or make an oral Objection at the Fairness Hearing as set forth in Section 5.5.
- 5.2 Content of Written Objections. All written Objections must:
- (1) Clearly identify the case name and number, *Chaisson, et al. v. University of Southern California*, Case No. 20STCV27062;
  - (2) Include the full name, address, telephone number, email address, and handwritten signature of the person objecting;
  - (3) Include the full name, address, telephone number, and email address of the Objector's counsel (if the Objector is represented by counsel);
  - (4) State the grounds for the Objection, accompanied by any legal or factual support for the objection known to the objector or his or her counsel; and
  - (5) State whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel.
- 5.3 Filing of Written Objections. Any written Objections from Class Members regarding the proposed Agreement must be filed by the Objection Deadline with the Court pursuant to the Court's rules and procedures, and also served upon the Claim Administrator by postal mail by the Objection Deadline.
- 5.4 Deadline for Written Objections. The Objection Deadline shall be sixty (60) days after the Settlement Notice Date, or as otherwise set by the Court.

- 5.5 Attendance at Final Approval Hearing; Oral Objection. Any Objector who timely serves a written Objection has the option to request to be heard at the Final Approval Hearing, either in person or through the Objector's counsel. Any Class Member, regardless of whether having filed a written Objection, may attend the Final Approval Hearing and request to be heard to make an oral Objection.
- 5.6 Objectors' Attorneys' Fees and Costs. Objectors shall be solely responsible for their attorneys' fees and costs.
- 5.7 No Solicitation of Settlement Objections. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Objections or otherwise object to the Settlement or encourage an appeal from the Court's Final Approval Order.
- 5.8 Objector List. No later than fourteen (14) days after the Objection Deadline, the Claim Administrator shall provide Class Counsel and Defense Counsel with all valid and timely written Objections served by Objectors.

## **6. OPT-OUT PROCEDURES**

- 6.1 Opt-Out Right. The Class Notice shall advise all Class Members of their right to Opt-Out of the Agreement. Class Members who Opt-Out will not be bound by the Agreement.
- 6.2 How to Request to Opt-Out. To Opt-Out of the Agreement, Class Members must timely submit a written request by postal mail to the Claim Administrator by the Opt-Out Deadline.
- 6.3 Deadline to Request to Opt-Out. To be excluded from the Settlement, the completed Opt-Out must be post-marked by the Opt-Out Deadline. The Parties shall request that the Court set the Opt-Out Deadline to coincide with the Objection Deadline, which is sixty (60) days after the Settlement Notice Date or as otherwise set by the Court.
- 6.4 Content of Request for Exclusion. All Opt-Outs and any supporting papers must be in writing and must:
- (1) Clearly identify the case name and number, *Chaisson, et al. v. University of Southern California*, Case No. 20STCV27062;
  - (2) Include the full name, address, telephone number, email address, and handwritten signature of the person requesting to Opt-Out; and
  - (3) Clearly indicate an intent to Opt-Out of the Agreement.
- 6.5 Effect of Opting-Out. Any person who falls within the definition of the Class and who validly and timely requests to Opt-Out of the Settlement shall not be a Class Member; shall not be bound by the Agreement; shall not be eligible to receive any benefit under the terms of the Agreement, including a Claim Payment; and shall not be entitled to submit an Objection to the Settlement or object in person at the Final Approval Hearing. In the event

that a Class Member timely submits both an Objection and an Opt-Out, the Opt-Out shall prevail, and the Objection shall be null and void.

- 6.6 Opt-Out List. No later than fourteen (14) days after the Opt-Out Deadline, the Claim Administrator shall provide Class Counsel and Defense Counsel with the number and identity of the persons who have submitted timely and valid Opt-Out.
- 6.7 Option to Terminate. If the number of Class Members who Opt-Out of the Class by submitting a timely Opt-Out exceeds more than two hundred fifty (250) Class Members, USC, in its sole discretion, may elect to terminate this Agreement, in which case the entire Agreement shall be null and void, except for Section 1, which shall remain in full force. In such event, the Action will revert to the status that existed before the Agreement's execution date, the Parties shall each be returned to their respective procedural postures, and neither the Agreement nor any facts concerning its negotiation, discussion, terms, or documentation shall be admissible in evidence for any purpose in this Action or in any other litigation. Alternatively, USC may elect to waive this condition and proceed with the Agreement. The Parties shall not do anything to encourage or solicit Class Members to Opt-Out of the Settlement.

## **7. CLAIMS ADMINISTRATION**

- 7.1 Administration of Notice. The Claim Administrator shall administer the Email Notice, Post Card Notice and Full Notice described herein or otherwise.
- 7.2 Class Member Contact Information. Within thirty (30) days of entry of a Preliminary Approval Order, USC will provide to the Claim Administrator the names, email addresses, and last known addresses for all Class Members for whom it has in its records. The Claim Administrator shall keep the Class Members' identities and contact information strictly confidential and shall only use them for purposes of administering this Agreement.
- 7.3 Form and Method of Notice. The Parties mutually agree upon, and will request the Court's approval of, the following forms and methods of notice to the Class:
- a. Settlement Website Notice. The Claim Administrator will set up and maintain the Settlement Website to provide Class Members access to various documents and notices referenced in this Agreement and related to the Settlement, including this Agreement, the Complaint, the Full Notice, the Claim Form, and Frequently Asked Questions ("FAQ"). A mutually agreeable URL for the Settlement Website shall be determined in consultation with the Claim Administrator.
  - b. Full Notice. The Settlement Website shall have a Full Notice that provides all notice-related information the Court approves in the Preliminary Approval Order. Exhibit B hereto provides the substantial form and content for the Full Notice.
  - c. Email Notice. The Claim Administrator shall email each Class Member for whom USC has an email address a copy of the Email Notice. Exhibit C hereto provide the substantial form and content for the Email Notice. The Claim Administrator will send

a reminder email to Class Members who have not submitted a Claim approximately thirty (30) days before the Claim Deadline.

- d. Post Card Notice. The Claim Administrator shall send the Post Card Notice to all Class Members to whom the Claim Administrator has not been provided an email address for by USC, and to any Class Members for whom email notice is deemed undeliverable. Exhibit D hereto provides the substantial form and content for the Post Card Notice. Before mailing the Post Card Notice, the Claim Administrator shall update the mailing addresses provided by USC with the National Change of Address database. If the Post Card Notice is returned as undeliverable, the Claim Administrator shall perform a skip trace search and shall make one attempt to re-mail the Post Card Notice as soon as possible before the Claim Deadline. Recipients of a re-mailed Post Card Notice shall have an additional twenty (20) calendar days to submit an Objection, Opt-Out, or a Claim.
- e. No further or different notices may be made, solicited, directed, or encouraged by the Claim Administrator, by Plaintiffs, or by Class Counsel. Nothing herein shall prevent Class Counsel from communicating with Class Members in response to requests by Class Members.

7.4 Notice of Procedures to Opt-Out or Submit Objection. The Class Notice shall provide information on the procedure by which Class Members Opt-Out of the Class or file an Objection to the Agreement.

7.5 Administrative and Notice Costs. The Claim Administrator will perform all settlement administration duties required by this Agreement. The Administrative and Notice Costs shall cover all costs and expenses related to the settlement administration functions to be performed by the Claim Administrator and will be performed pursuant to and consistent with the not to exceed budget provided to the Parties, including creating and maintaining the Settlement Website, generating and sending Email Notices, creating and mailing Post Card Notices, and performing the other administration processes described in this Agreement. USC shall pay the Administrative and Notice Costs. In the event that unanticipated costs and expenses arise in connection with the notice and/or administration process, the Claim Administrator shall promptly raise the matter with Class Counsel and Defense Counsel as soon as practicable after becoming aware of the unanticipated costs and expenses.

## **8. ATTORNEYS' FEES AND COSTS AND SERVICE AWARD**

8.1 Class Counsel's Attorneys' Fees and Costs. Class Counsel will apply by motion to the Court seeking (1) to be appointed as Class Counsel and (2) for payment of their Attorneys' Fees and Costs incurred in connection with prosecuting the Action (the "Motion for Attorneys' Fees and Costs"). The Motion for Attorneys' Fees and Costs may seek an amount not to exceed one million one hundred thirty-five thousand dollars (\$1,135,000.00) total in attorneys' fees, expenses, and costs. Class Counsel's Motion for Attorneys' Fees and Costs shall be filed at least thirty (30) days before the Objection Deadline and Opt-Out Deadline. Within thirty (30) after the Effective Date and so long as USC has received a

completed Form W-9 from Class Counsel, USC shall pay Class Counsel the amount of their attorneys' fees, expenses, and costs as ordered by the Court, up to and not more than \$1,135,000.

- 8.2 Service Awards. Class Counsel may also apply for a Service Award of no more than four thousand dollars (\$4,000.00) for each Named Plaintiff. The Service Awards shall not constitute a Claim Payment to a Named Plaintiff and may be in addition to any Claim Payment made by the Named Plaintiff. Any Service Award is not a measure of damages whatsoever but is solely an award for the Named Plaintiffs' service. For tax purposes, any Service Award will be treated as a 100% non-wage claim payment. Class Counsel shall provide a Form W-9 for the Named Plaintiff receiving a Service Award within thirty (30) days after the Effective Date. The Claim Administrator shall issue an IRS Form 1099-MISC for any Service Award payments to Named Plaintiffs. The Claim Administrator shall wire any Service Awards to accounts specified by Class Counsel or mail a check to an address designated by Class Counsel no later than thirty-five (35) days after the Effective Date so long as the Form W-9 for the Named Plaintiffs has been provided.
- 8.3 Limitation on Further Payments. USC shall not be liable for any additional fees or expenses of the Named Plaintiffs or any Class Member in connection with the Action. Class Counsel agree that they will not seek any additional fees or costs from USC in connection with the Action or the Agreement beyond the approved Attorneys' Fees and Costs award.

## 9. RELEASES AND WARRANTIES

- 9.1 Release of Claims. As of the Release Date, the Releasing Parties will be deemed to have released the Released Parties of the Released Claims.
- 9.2 Named Plaintiffs' Waiver of California Civil Code § 1542 Provisions. In addition to the release set out in Section 9.1, *supra*, the Named Plaintiffs (but not other Class Members) generally release the Released Parties and expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542, or any other similar provision under federal or state law. The Named Plaintiffs understand that California Civil Code § 1542 states:

**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.**

The Named Plaintiffs expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits. In connection with such waiver and relinquishment, the

Named Plaintiffs hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist, but that it is their intention to hereby fully, finally, and forever settle and release all of their claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Named Plaintiffs to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each Named Plaintiff expressly acknowledges that he/she has been advised by his/her attorney of the contents and effect of Section 1542, and with knowledge, each of the Named Plaintiffs hereby expressly waives whatever benefits he/she may have had pursuant to such section. Named Plaintiffs shall be deemed by operation of the Final Approval Order and Judgment to have acknowledged that the foregoing waiver was separately bargained for and a material element of this Agreement.

- 9.3 Finality of Claim Payments. The amount of the Claim Payment pursuant to this Agreement shall be deemed final and conclusive against all Class Members who shall be bound by all of the terms of this Agreement, including the terms of the Judgment to be entered in the Action and the releases provided for herein.
- 9.4 No Liability for Claim Administrator. No person shall have any claim of any kind against the Parties, their counsel, or the Claim Administrator with respect to the matters set forth in Section 7 hereof or based on determinations or distributions made substantially in accordance with this Agreement, the Final Approval Order, the Judgment, or further order(s) of the Court.

## **10. USC'S DENIAL OF LIABILITY; AGREEMENT AS DEFENSE IN FUTURE PROCEEDINGS**

- 10.1 No Admission of Liability. USC has indicated its intent to vigorously contest each and every claim in the Action and continues to vigorously deny all of the material allegations in the Action. USC enters into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. USC nonetheless has concluded that it is in its best interests that the Action be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend the Action, the benefits of disposing of protracted and complex litigation, and the desire of USC to conduct its business unhampered by the distractions of continued litigation. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by USC or any Released Party of the truth of any of the allegations in this Action, or of any liability, fault, or wrongdoing of any kind.
- 10.2 Inadmissibility of Agreement to Establish Liability. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability or admission by USC or any Released Party.

- 10.3 Admissibility of Agreement as Defense to Released Claims. To the extent permitted by law, the Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in connection with the Released Claims.

## **11. MISCELLANEOUS**

- 11.1 Extensions of Time. All time periods and dates described in this Agreement are subject to the Court's approval. Unless otherwise ordered by the Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. These time periods and dates may be changed by the Court or by written agreement of the Parties' counsel without notice to the Class Members, unless required by the Court.
- 11.2 Integration. This Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein. This Agreement expressly supersedes the Outline of Terms for a Class Action Settlement, which as of the moment of execution of this Agreement shall be deemed terminated by the parties' mutual agreement.
- 11.3 Governing Law and Venue. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law. Any and all disputes arising out of or related to the Settlement or this Agreement must be brought by the Parties and/or each member of the Class exclusively in this Court. The Parties and each member of the Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding or dispute arising out of this Agreement.
- 11.4 Gender and Plurals. As used in this Agreement, masculine, feminine, or gender-neutral terms, and singular or plural terms, shall each be deemed to include the others whenever the context so indicates.
- 11.5 Survival of Warranties and Representations. The warranties and representations of this Agreement are deemed to survive the Agreement's date of execution.
- 11.6 Representative Capacity. Each person executing this Agreement in a representative capacity represents and warrants that they are empowered to do so.
- 11.7 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Scanned, PDF, electronically signed, and facsimile copies will be treated as originals for all purposes.
- 11.8 Cooperation of Parties. The Parties and their counsel agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to implement the Agreement.

11.9 Execution Voluntary. This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of the Agreement. Accordingly, in any construction or interpretation to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by any one or more of the Parties or their counsel. The Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.

11.10 Notices.

10.10.1 All notices to Class Counsel provided for herein shall be sent by email and a hard copy sent by overnight mail to Class Counsel:

Yeremey O. Krivoshey  
Smith Krivoshey, PC  
166 Geary Street, #1500-1507  
San Francisco, CA 94108  
yeremey@skclassactions.com

10.10.2 All notices to USC provided for herein shall be sent by email and a hard copy sent by overnight mail to:

Michelle C. Doolin  
Cooley LLP  
10265 Science Center Drive  
San Diego, CA 92121  
mdoolin@cooley.com

10.10.3 The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

11.11 Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Court.

11.12 Prior Agreements Superseded. This Agreement supersedes and renders null and void all prior agreements regarding settlement of the Action, including without limitation the Outline of Terms for a Class Action Settlement.

The Parties have agreed to the terms of this Agreement and have signed below.

Dated: 14/10/2025

**ALEJANDRA CHAISSON**



Alejandra Chaisson (Oct 14, 2025 10:30:51 EDT)

Alejandra Chaisson

*Named Plaintiff and Class Representative*

Dated: \_\_\_\_\_

**GRACE CHONG**

Grace Chong

*Named Plaintiff and Class Representative*

Dated: October 14, 2025

**SMITH KRIVOSHEY, PC**



Yermey O. Krivoshey  
*Class Counsel*

Dated: \_\_\_\_\_

**THE UNIVERSITY OF SOUTHERN  
CALIFORNIA**

Carolyn Domen-Broshears

Interim Managing General Counsel and Secretary of  
the University

The University of Southern California

The Parties have agreed to the terms of this Agreement and have signed below.

Dated: \_\_\_\_\_

**ALEJANDRA CHAISSON**

\_\_\_\_\_  
Alejandra Chaisson

*Named Plaintiff and Class Representative*

Dated: 14/10/2025  
\_\_\_\_\_

**GRACE CHONG**

Grace Chong

Grace Chong (Oct 14, 2025 11:39:03 EDT)

\_\_\_\_\_  
Grace Chong

*Named Plaintiff and Class Representative*

Dated: \_\_\_\_\_

**SMITH KRIVOSHEY, PC**

\_\_\_\_\_  
Yeremey O. Krivoshey

*Class Counsel*

Dated: \_\_\_\_\_

**THE UNIVERSITY OF SOUTHERN  
CALIFORNIA**

\_\_\_\_\_  
Carolyn Domen-Broshears

Interim Managing General Counsel and Secretary of  
the University

The University of Southern California

The Parties have agreed to the terms of this Agreement and have signed below.

Dated: \_\_\_\_\_

**ALEJANDRA CHAISSON**

\_\_\_\_\_  
Alejandra Chaisson  
*Named Plaintiff and Class Representative*

Dated: \_\_\_\_\_

**GRACE CHONG**

\_\_\_\_\_  
Grace Chong  
*Named Plaintiff and Class Representative*

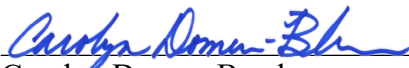
Dated: \_\_\_\_\_

**SMITH KRIVOSHEY, PC**

\_\_\_\_\_  
Yeremey O. Krivoshey  
*Class Counsel*

Dated: October 13, 2025

**THE UNIVERSITY OF SOUTHERN  
CALIFORNIA**

  
\_\_\_\_\_  
Carolyn Domen-Broshears  
Interim Managing General Counsel and Secretary of  
the University  
The University of Southern California

# Exhibit A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

ALEJANDRA CHAISSON and GRACE  
CHONG, individually and on behalf of all  
others similarly situated,  
  
Plaintiffs,  
  
v.  
  
UNIVERSITY OF SOUTHERN  
CALIFORNIA,  
  
Defendant.

Case No. 20STCV27062  
  
CLASS ACTION  
  
CASE ASSIGNED FOR ALL PURPOSES TO  
HON. TIMOTHY P. DILLON  
  
**[PROPOSED] ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**  
  
Date: October 23, 2025  
Time: 2 p.m.  
Dept.: 15

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 WHEREAS, pursuant to California Rules of Court 3.769, Plaintiffs Alejandra Chaisson and  
3 Grace Chong (“Plaintiffs”) and Defendant the University of Southern California (“USC” or  
4 “Defendant”) (collectively the “Parties”) seek entry of an order preliminarily approving the First  
5 Amended Stipulation of Settlement Agreement and Release (the “Agreement”), fully executed on  
6 or about [DATE], which, together with its attached exhibits, sets forth the terms and conditions for  
7 a proposed settlement of this matter; and

8 WHEREAS, the Court has reviewed and considered the papers filed in support of Plaintiffs’  
9 Motion for Preliminary Approval of Settlement and its supporting exhibits (including all  
10 declarations submitted, and the Agreement) (collectively the “Motion”), any response or other filing  
11 related thereto, and the entire Record in this matter, the Court finds and orders as follows:

12 **FINDINGS:**

13 1. The Court finds on a preliminary basis that the Parties entered into the Agreement  
14 in good faith, that the Agreement is fair, reasonable, and adequate, and that the Agreement satisfies  
15 the standards and applicable requirements for preliminary approval of this class action Agreement  
16 under California law, including the provisions of Code of Civil Procedure § 382 and California Rules  
17 of Court, rule 3.769.

18 2. The Court finds on a preliminary basis that the Agreement falls within the range of  
19 reasonableness of a settlement which could ultimately be given final approval by this Court, and  
20 appears to be presumptively valid, subject only to any objections that may be raised at the Final  
21 Approval Hearing and final approval by this Court.

22 3. The Court finds on a preliminary basis that, per the Agreement and as supported by  
23 the Motion, USC has agreed to provide benefits to Class Members, including (1) payment of claims  
24 to Class Members who submit a valid and timely Claim Forms, up to an aggregate amount of  
25 \$2,000,000; (2) waivers of (or declinations to assess) 30% of late fees which are (or could have  
26 been) assessed over a period of 2 years; and (3) a pause in assessing monthly finance charges for a  
27 period of 10 weeks. In addition, USC also has agreed to pay notice and Claims Administrator costs  
28 and Class Counsel’s Attorneys’ Fees and Costs of up to \$1,135,000.00 (subject to further Court

1 Approval), and any Service Award of up to \$4,000 to each of the Named Plaintiffs (subject to further  
2 Court Approval).

3 4. The Court finds on a preliminary basis that the terms of the Agreement appear within  
4 the range of approval, per Code of Civil Procedure § 382 and applicable law. The Courts on a  
5 preliminary basis that: (1) the value of benefits to the Class Members under the Agreement is fair  
6 and reasonable when balanced against the probable outcome of further litigation relating to liability  
7 and damages issues, including potential appeals of those issues as well as class certification; (2)  
8 significant formal and informal discovery, investigation, research, and litigation has been conducted  
9 such that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
10 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by  
11 further prosecution of the litigation; and (4) the Agreement has been reached as the result of  
12 intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-  
13 respected mediator. Accordingly, the Court preliminarily finds that the Agreement was entered into  
14 in good faith.

15 **IT IS THEREFORE HEREBY ORDERED THAT:**

16 5. Defined Terms. This Preliminary Approval Order uses terms that shall have the  
17 same meanings and/or definitions given to them in the Agreement, as submitted to the Court with  
18 the Motion, unless otherwise specified.

19 6. Appointment of Claim Administrator. Pursuant to the Agreement, the Court  
20 appoints Simpluris Inc. as the Claim Administrator to implement certain terms of the Agreement,  
21 including the sending of notices to Class Members, receipt and processing of Claim Forms from  
22 Class Members, and distribution of Claim Payments to Class Members.

23 7. Approved Forms. The Court approves, as to form and content: (a) the Full Notice,  
24 attached as Exhibit B to the Agreement; (b) the Email Notice, attached as Exhibit C to the  
25 Agreement; (c) the Post Card Notice, attached as Exhibit D to the Agreement; and (d) the Claim  
26 Form, attached as Exhibit E to the Agreement.

27 8. Class Notice.

28 a. Findings Concerning Notice. The Court finds that the Class Notice should

1 be provided pursuant to the Agreement and this Order. The Court finds that the form, content, and  
2 method of disseminating notice to the Class as described in this Order satisfies due process, provides  
3 the best notice practicable under the circumstances, and shall constitute due and sufficient notice to  
4 all persons entitled thereto. The Court further finds that the Class Notices are written in simple  
5 terminology and are readily understandable by Class Members.

6 b. Notice Date. No later than the Settlement Notice Date, the Claim  
7 Administrator shall provide notice to the Class pursuant to the terms of the Agreement.

8 9. Claim Form. The Court has reviewed and approves the claims administration  
9 process described in Section 7 of the Agreement. The Court orders the Claim Administrator not to  
10 accept any Claim Form unless it has been received by the Claim Administrator, or postmarked in a  
11 mailing to the Claim Administrator, before the Claims Deadline applicable to the Claimant.

12 10. Exclusion Requests. Class Members who want to be excluded from the Settlement  
13 must timely submit a written Opt-Out by postal mail to the Claim Administrator by the Opt-Out  
14 Deadline stating: (a) the name and case number of the Action; (b) the full name, address, telephone  
15 number, email address, and handwritten signature of the person requesting exclusion; and (c) a clear  
16 statement that he/she does not wish to participate in the Settlement, postmarked by the Opt-Out  
17 Deadline. If a Class Member submits both an Objection and an Opt-Out, the Opt-Out shall prevail,  
18 and the Objection shall be null and void. Once submitted, an Opt-Out cannot be withdrawn. An Opt-  
19 Out cannot be submitted on behalf of a Class Member, whether by another Class Member or anyone  
20 purporting to act on behalf of or have authority from the Class Member.

21 11. Objections. Any written objection by a Class Member (“Objector”) to the fairness,  
22 reasonableness, or adequacy of the Settlement, the Attorneys’ Fees and Costs award, or the Service  
23 Award must file with the Court, and serve by postal mail upon the Claim Administrator, the  
24 Objector’s written objection (“Objection”) by the Objection Deadline stating: (a) the name and case  
25 number of the Action; (b) the full name, address, telephone number, and handwritten signature of  
26 the Objector’s counsel (if the Objector is represented by counsel); (c) the full name, address,  
27 telephone number, email address, and handwritten signature of the objecting Class Member; and  
28 (d) the grounds for the Objection, accompanied by any legal or factual support for the objection

known to the Objector or his or her counsel. Any Class Member, regardless of whether he or she filed a written Objection, may attend the Final Approval Hearing and ask to be heard to make an oral Objection.

12. Final Approval Hearing. A Final Approval Hearing (called the Fairness Hearing in the Class Notices) on the questions of whether the proposed Settlement, Attorneys' Fees and Costs to Class Counsel, and Named Plaintiffs' Service Awards should be finally approved as fair, reasonable, and adequate as to the Class Members is hereby set in accordance with the following schedule:

| Event                                                                                                | Timing                                        | Date Ordered by Court |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------|
| Settlement Notice Date                                                                               | 60 days after this Preliminary Approval Order |                       |
| Deadline to File Motion for Attorneys' Fees and Costs and Application for Service Awards             | 30 days after Settlement Notice Date          |                       |
| Objection Deadline                                                                                   | 60 days after Settlement Notice Date          |                       |
| Opt-Out Deadline                                                                                     | 60 days after Settlement Notice Date          |                       |
| Extended Objection and Opt-Out Deadlines (for recipients of re-mailed Post Card Notices per § 7.3.d) | 80 days after Settlement Notice Date          |                       |
| Claims Deadline                                                                                      | 90 days after Settlement Notice Date          |                       |
| Extended Claims Deadline (for recipients of re-mailed Post Card Notices per § 7.3.d)                 | 110 days after Settlement Notice Date         |                       |
| Deadline to File Motion for Final Approval                                                           | 16 court days before Final Approval Hearing   |                       |
| Final Approval Hearing (Fairness Hearing)                                                            |                                               |                       |

13. No Admissions. Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party on the merits of any claim, defense or other dispute that is being resolved by the Settlement.

14. The Court **ORDERS** the parties to implement the Agreement according to the terms of the Agreement.

15. The Court **ORDERS** that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Agreement, are stayed.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

The Honorable Timothy P. Dillon

# Exhibit B

## NOTICE OF SETTLEMENT

**If you are or were a student enrolled at the University of Southern California (“USC”) who, at any time between July 14, 2016 and [SETTLEMENT NOTICE DATE], was charged certain late fees imposed by USC, and have not received a full refund or waiver of such fees, you may benefit from a class action settlement.**

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE SETTLEMENT WEBSITE AT [www.chaissonsettlement.com](http://www.chaissonsettlement.com) REGULARLY FOR UPDATES AND FURTHER DETAILS.**

*The Superior Court of California authorized this Notice. This is not a solicitation from a lawyer.*

- A class action settlement (“Settlement”) has been reached in the civil lawsuit *Chaisson, et al. v. University of Southern California*, Case No. 20STCV27062 (“Lawsuit”). This notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at the Settlement Website, located at [www.chaissonsettlement.com](http://www.chaissonsettlement.com), or by contacting Class Counsel as explained below. Please do not telephone the Court or the Court Clerk’s Office to inquire about this Settlement or the claim process.
- The Lawsuit concerns charges by the University of Southern California (“USC”) to student accounts in the form of Late Registration Fees, Late Settlement Fees, and monthly Finance Charges (“Late Fees”) from July 14, 2016 to [SETTLEMENT NOTICE DATE] (“Class Period”). Plaintiffs in the Lawsuit allege that these Late Fees are unlawful penalties void and unenforceable under California Civil Code §1671, unlawful forfeitures under California Civil Code § 3275, and unlawful and unfair in violation of California Business & Professions Code §§ 17200, *et seq.* USC vigorously denies the allegations and contends the Late Fees fully comply with California law.
- The Settlement may affect your legal rights whether you act or do not act. Please read this notice carefully.
- As explained in more detail below, at this time you have the following options:
  - **Remain** in the Settlement, obtaining its benefits (see Question 8) but give up certain rights (see Question 9), and by participating in the Settlement, you can:
    - Submit a **Claim Form** (see Questions 10-12) to obtain a **Claim Payment** (see Questions 13-16);
    - File or make an **Objection** (see Questions 20-22, 28); or
    - **Do nothing** (see Question 23).
  - **Or exclude** yourself from the Class and Settlement by submitting an Opt-Out (see Questions 17-19).
- The Settlement may affect the rights of all persons who meet a Court-certified definition of the class in the Lawsuit (the “Class” and its “Class Members”). To be a Class Member, you must be a current or former student of USC who paid or were charged one or more Late Fees at any during the Class Period, and have not received a full refund or waiver of such fees. See Questions 5-7, below, for further information about being a Class Member.

- Under the terms of the Settlement, USC will pay claims of certain Class Members up to a class-wide total of \$2,000,000. If you are a Class Member, were assessed one or more Late Fees during the Class Period that USC did not wholly waive or reimburse, and you timely submit a valid Claim Form, you may be able to receive a payment for 30% of your unwaived and unreimbursed Late Fees (“Claim Payment”), up to a maximum Claim Payment of \$225. However, the amount of your Claim Payment may be adjusted downward on a pro rata basis so that the total amount of Claim Payments to the entire Class is not more than \$2,000,000. Depending on your circumstances and preference, your Claim Payment, should you receive one, may be paid by adjustment to your account balance with USC, by electronic payment through Zelle to your bank account, or by a check mailed to you. See Questions 13-16, below, for further information about the Claim Payments.
- To receive a Claim Payment, a Class Member must timely submit a completed Claim Form. The Claim Form is available at [www.chaissonsettlement.com](http://www.chaissonsettlement.com). The Claim Form can be submitted electronically from the website or printed, signed and mailed to a specified address. See Questions 10-12, below, for further information about the Claim Form.
- Additionally, under the Settlement, USC will waive (or decline to assess) 30% of the amount of Late Fees assessed (or that could have been assessed) during the two-year period commencing upon the Effective Date of the Settlement (the “Late Fee Waiver”). USC also will not assess Finance Charges for a period of ten (10) weeks, beginning on a date at USC’s discretion within one hundred eighty (180) days after the Effective Date of the Settlement (the “Finance Charge Pause”). Class Members and other USC students do not need to submit a Claim Form to receive these additional benefits of the Settlement.

## YOUR RIGHTS AND CHOICES IF YOU FALL WITHIN THE DEFINITION OF THE CLASS

| <b><i>YOU MAY:</i></b>   |                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b><i>DUE DATE</i></b>                                                         |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>FILE A CLAIM FORM</b> | This is the <u>only</u> way that you may receive a Claim Payment. If you fail to file a Claim Form but do not exclude yourself from the Settlement, you will still be bound by the Settlement including the Settlement's release of claims and may still benefit from a Late Fee Waiver and/or the Finance Charge Pause, but you will not receive a Claim Payment. For more details about submitting a Claim Form, see Questions 10-12 below. | <b>Must Be Received by [DATE] (the "Claims Deadline")</b>                      |
| <b>DO NOTHING</b>        | If you do nothing, you will still be bound by the Settlement including the Settlement's release of claims and may still benefit from a Late Fee Waiver and/or the Finance Charge Pause, but you will not receive a Claim Payment. See Question 23 below.                                                                                                                                                                                      |                                                                                |
| <b>EXCLUDE YOURSELF</b>  | Ask to "Opt-Out" of the Settlement. If you opt out of the Settlement, you cannot get any benefits provided in the Settlement solely to Class Members, but you keep your right to sue USC regarding the claims in the lawsuit. For more details about opting out, see Question 17-19 below.                                                                                                                                                    | <b>Must Be Received by [DATE] (the "Opt-Out Deadline")</b>                     |
| <b>OBJECT</b>            | Send a written Objection to the Court (or make one at the Fairness Hearing) about why you do not like the Settlement. Even if you object, you can still receive a Claim Payment by submitting a valid Claim Form. If you choose to object, you may not also Opt-Out of the proposed Settlement, as only participating Class Members may object to a proposed Settlement. For more detailed Objection instructions, see Questions 20-22 below. | <b>Written Objection Must Be Received by [DATE] (the "Objection Deadline")</b> |

- These rights and choices – **and the deadlines to exercise them** – are further explained below. These deadlines will be extended 20 days only for Class Members who receive a re-mailed Post Card Notice.
- These **deadlines may be moved, cancelled or otherwise modified by the Court**, so please check the Settlement Website at [www.chaissonsettlement.com](http://www.chaissonsettlement.com) regularly for updates and further details.
- The Court has preliminarily approved this Settlement but not yet decided whether to grant it final approval. Class Members will receive the benefits in the Settlement, including Claim Payments, the Late Fee Waiver and/or the Finance Charge Pause, only if the Court finally approves the Settlement and after any appeals are resolved.
- All documents that are submitted by mail shall be deemed received on the date that they are postmarked. All documents submitted by fax, email, or other electronic means shall be deemed received on the date they are transmitted.

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## BASIC INFORMATION

### 1. Why did I get this Notice?

USC's records show that you may be a current or former USC student who was assessed one or more Late Fees assessed by USC during the Class Period. The Superior Court of California, County of Los Angeles ("Court") ordered that this Notice be sent because you have the right to know about a Settlement that may affect you. You have legal rights and choices to make before the Court decides whether to approve the Settlement.

This Notice explains:

- What the lawsuit is about.
- Who is included in the Settlement.
- How the Settlement may benefit you.
- What your legal rights are.
- The Claim Form process.
- What and how Claim Payments will be made.
- Applicable deadlines.

### 2. What is the lawsuit about?

In this lawsuit, the Plaintiffs are two former USC students, Alejandra Chaisson and Grace Chong, who alleged that USC assessed Late Fees to them and to Class Members that are unlawful and unfair penalties under California law, and seek to have those fees refunded. USC vigorously denies these allegations and contends that its Late Fees fully comply with California law.

The Court has not issued a final ruling on the strengths or weaknesses of Plaintiffs' claims or USC's contentions in this lawsuit. Nevertheless, the Parties have agreed to the Settlement to avoid the risk and expense of further litigation. Plaintiffs believe that their claims have merit. USC believes that Plaintiffs' claims do not have merit. The Settlement is without an admission of liability by USC. Notwithstanding the dispute on the merits, Plaintiffs believe that the Settlement is fair and reasonable, and that given the risk and expense of further litigation it is in the best interests of the members of the Class to agree to the Settlement.

This case is pending in the Superior Court of California, County of Los Angeles. The full name of the action is *Chaisson, et al. v. University of Southern California*, No. 20STCV27062.

### 3. Why is this a class action?

In a class action, one or more people, called "class representative(s)," sue on behalf of other people who have similar claims. All these people together are a "class" or "class members." One court decides all the issues in the lawsuit for all class members, except for those who exclude themselves from the class. In a class action, the court has a responsibility to ensure that class representative(s) and the lawyers who represent them and the class prosecute and resolve the class claims fairly.

The Court has already certified the Lawsuit as a class action and appointed the Plaintiffs Alejandra Chaisson and Grace Chong as Class Representatives as their lawyers as Class Counsel. See Questions 24-25 for more information about Class Counsel.

#### **4. Why is there a Settlement?**

The Court has not ruled on the merits of Plaintiffs' claims or USC's contentions. The Settlement is without an admission of liability by USC. Instead, the parties agreed to a Settlement in order to avoid the risks and expense of further litigation. The class representatives and their attorneys think the Settlement is a fair and reasonable resolution of the lawsuit for all Class Members.

The Court has preliminarily approved the Settlement and ordered that this Notice be given to Class Members. The Court will make a final determination about the Settlement at a future hearing based on further submissions of interested parties. See Questions 26-28 about further Court proceedings affecting this Settlement.

The Settlement was negotiated between the Class Representatives and USC through their attorneys with the aid of a retired judge acting as a mediator.

### **WHO IS IN THE CLASS**

#### **5. How do I know if I am part of the Class?**

The Court has certified a Class in the Lawsuit. The Class consists of all current and former students of USC who paid or were charged one or more Late Fees during the Class Period, and who have not received a full refund or waiver of such fees.

If this describes you, **you are automatically a Class Member unless you exclude yourself by following the steps to Opt-Out described in Questions 17-19 below.** Excluded from the Class are those individuals identified in Question 6 below. Class Members who do not exclude themselves from this Settlement through an Opt-Out will be bound by the Settlement, if approved by the Court, whether or not they submit a Claim Form, and will be prevented from bringing other claims covered by the Settlement. Those who exclude themselves from the Class will not be bound by the Settlement and will not receive any payments under the Settlement.

If you are not sure whether you are a Class Member, or have any other questions about the settlement, visit the website, [www.chaissonsettlement.com](http://www.chaissonsettlement.com). You may also send questions to the Claim Administrator. See Question 17 for more information.

#### **6. Is anyone who meets the definition of a Class Member automatically excluded from the Class?**

Anyone who meets the definition of a Class Member but is a judicial officer to whom the Action is assigned is automatically excluded from the Class without needing to submit an Opt-Out. If you fall within the definition of the Class and are not automatically excluded based on the above, you will remain in the Class unless you exclude yourself as described in Questions 17-19.

#### **7. What if someone else paid my USC tuition and fees? Are they included in the Class?**

Class Members must have been current or former students enrolled at USC. Only Claims Members can submit a Claim Form or receive a Claim Payment.

## THE SETTLEMENT BENEFITS – WHAT YOU MAY GET

### 8. What does the Settlement provide?

The Settlement permits Class Members to submit a Claim Form to receive a Claim Payment. USC will pay Claim Payments up to an aggregate amount of \$2,000,000 for all Class Members. A Claim Payment will be a one-time payment of 30% of the Late Fees charged to the Class Member during the Class Period excluding any amounts of those Late Fees that USC waived, wrote off, released, or previously settled, up to a maximum Claim Payment of \$225.00. However, the amount of each Claim Payment may be adjusted downward on a *pro rata* basis so that the total amount of Claim Payments is no more than \$2,000,000. Claim Payments will be administered by a third-party administrator selected by the Parties (“Claim Administrator”). A Class Member who does not submit a Claim Form will not receive a Claim Payment.

In addition to relief in the form of a Claim Payment, the Settlement also includes certain additional relief as more fully described in the Settlement. USC agrees to waive (or to decline to assess) Late Fees in an amount representing at least 30% of the amount of Late Fees assessed (or that could have been assessed) by USC during the two-year period commencing upon the Effective Date (the “Late Fee Waiver”). USC will also refrain from assessing new Finance Charges to its students for a period of ten (10) weeks, which will begin on a date at USC’s discretion within one hundred eighty (180) days after the Effective Date of the Settlement (the “Finance Charge Pause”). Class Members do not need to submit a Claim to receive these additional benefits of the Settlement.

### 9. What am I giving up by participating in the Settlement?

It is your choice to remain a Class Member participating in the Settlement, and if you do, all of the Court’s orders in this case will apply to you.

In addition, you are subject to the release that is set forth in the Agreement (“Release”). Under the Release, you are agreeing to fully, finally, and forever release, relinquish, and discharge any current or future claims you might have against USC that relate to the claims in the Lawsuit. You will not be allowed to sue or be part of any other lawsuit against USC about the claims in this Lawsuit after the Court approves the Settlement and it becomes effective. The definitions and terms in the Agreement relevant to the Release of Class Members are as follows:

“Released Claims” means any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, liabilities, or penalties, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, legal, equitable, or otherwise, that were or could have been asserted in the Action or that arise out of or relate to USC’s Late Fee practices.

“Release Date” means the latest date on which USC sends to the Claim Administrator the full amount of funds to satisfy USC’s obligations to pay the amounts set forth in [Agreement] §§ 2.4 (Claim Payments to Class Members), 7.5 (Administrative and Notice Costs), 8.1 (Class Counsel’s Attorneys’ Fees and Costs) and 8.2 (Service Awards) of this Agreement

“Released Parties” means Defendant the University of Southern California and without limitation its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, partners and privities, and each of USC’s past, present, and future officers, directors, trustees, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers.

“Releasing Parties” means each Named Plaintiff and each Class Member, and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, and any person who paid any tuition or fees on his or her behalf, provided that any Class Member who timely and properly excludes themselves under Section 6 of the Agreement shall not be included herein.

Release of Claims. As of the Release Date, the Releasing Parties will be deemed to have released the Released Parties of the Released Claims.

Named Plaintiffs’ Waiver of California Civil Code § 1542 Provisions. In addition to the release set out in Section 9.1 of the Agreement, the Named Plaintiffs (**but not other Class Members**) generally release the Released Parties and expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542, or any other similar provision under federal or state law. The Named Plaintiffs understand that California Civil Code § 1542 states:

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.

The Named Plaintiffs expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits. In connection with such waiver and relinquishment, the Named Plaintiffs hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist, but that it is their intention to hereby fully, finally, and forever settle and release all of their claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Named Plaintiffs to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each Named Plaintiff expressly acknowledges that he/she has been advised by his/her attorney of the contents and effect of Section 1542, and with knowledge, each of the Named Plaintiffs hereby expressly waives whatever benefits he/she may have had pursuant to such section. Named Plaintiffs shall be deemed by operation of the Final Approval Order and Final Judgment to have acknowledged that the foregoing waiver was separately bargained for and a material element of this Agreement.

**If you do not wish to be a Class Member participating in the Settlement, you must exclude yourself by submitting an Opt-Out.** See Questions 17-19 regarding Opt-Outs.

## CLAIM FORMS

### 10. How do I submit a claim for payment?

If you meet the definition of a Class Member and you wish to receive a Claim Payment, you must timely submit a complete Claim Form by [date] (“Claim Deadline”). For certain Class Members who received a re-mailed Post Card Notice, the Claim Deadline will be extended by 20 calendar days.

To submit the Claim Form, you **must** complete the Claim Form and either submit it electronically at [www.chaissonsettlement.com](http://www.chaissonsettlement.com) by the Claims Deadline, or, print, sign and mail the Claim Form by the Claims Deadline to: *Chaisson v. University of Southern California*, c/o [CLAIM ADMINISTRATOR’S MAILING ADDRESS].

The Claim Form requires you to include the unique ID number that was emailed to you. In an effort to reduce fraudulent claims, each unique ID may only be used once.

The Claim Administrator will review each Claim Form. Claim Forms that do not meet the terms and conditions of the Agreement shall be rejected by the Claim Administrator. The Court will hold a Fairness Hearing to decide whether or not to approve the proposed Settlement. The Court must finally approve the proposed Settlement before any payments can be made. If a Claim is not contested, and if the Court grants final approval of the Settlement, you will receive payment for that Claim in accordance with the terms of the Settlement.

### 11. Can I submit multiple Claim Forms?

No. A Class Member may submit only one Claim Form. The Claim Administrator will ignore duplicate or multiple Claim Forms.

### 12. Can someone else submit a Claim Form on my behalf?

No. The Claim Form can only be submitted by a Class Member, and must be attested under penalty of perjury by the Claim Member.

## PAYMENT PROCEDURES

### 13. How will I receive a Claim Payment?

The Settlement provides three method options for a Class Member to receive a Claim Payment: (1) a credit (adjustment) to his or her USC account; (2) an electronic transfer using Zelle to the Class Member’s bank account; or (3) a check sent by mail. That is why the Claim Form requires each Class Member to select the preferred payment method of the three options, and to provide information for Zelle if that option is selected.

At the time USC is determining the amount of funds to send the Claim Administrator for Claim Payments (which will be within 30 days after the Effective Date of the Settlement), USC will determine the status of each Class Member’s USC account. For accounts that have positive balances (that is, amounts still owed to USC) at that time, the Class Member will receive his or her Claim Payment as a credit to his or her USC account, regardless of the Class Member’s indicated preference for payment method. For accounts that have negative or zero balances, the Class Member will receive his or her Claim Payment according to that Class Member’s preference.

**14. How is the amount of my payment determined? Can I dispute that amount?**

USC will calculate the amount of your Claim Payment based on its financial records of your account. The amount of the Claim Payment is explained in Question 8 above.

If you think USC's records of Late Fees assessed to you during the Class Period are not accurate, you can submit a dispute to the Claim Administrator. To review USC's records, use USC's online portal that you normally would use to access your account. To dispute USC's records of Late Fees assessed to you during the Class Period, submit your dispute in writing to the Claim Administrator (along with documents supporting your position) by the Claim Deadline. The Claim Administrator may ask USC to provide additional relevant documents. The Claim Administrator has sole, binding and non-appealable authority to resolve your dispute. If the Claim Administrator denied your dispute to any extent, the Claim Administrator will notify you of its decision by email.

**15. What if I change addresses or bank accounts after I submit my Claim Form but before I receive my Claim Payment?**

It's each Class Member's obligation to submit updated addresses or Zelle information to the Claim Administrator. Visit [www.chaissonsettlement.com](http://www.chaissonsettlement.com) to update that information as necessary.

**16. When will I get my Claim Payment after I submit a Claim Form?**

Settlement benefits will be available only if the Settlement is finally approved by the Court. The Court will hold a Fairness Hearing on [DATE] to decide whether to approve the Settlement. See Questions 26-28 regarding the Fairness Hearing. If the Court approves the Settlement, there may be appeals, and the Settlement will not become final until all appeals are resolved. It is always uncertain how long the appeals process will take – it can take months or even years. You should regularly check the Settlement Website at [www.chaissonsettlement.com](http://www.chaissonsettlement.com) for updates on the status of the Settlement and any applicable deadlines. Please be patient.

**YOUR RIGHTS AND CHOICES – EXCLUDING YOURSELF FROM THE SETTLEMENT**

**17. Do I have to be a Class Member? Can I get out of the Settlement?**

It is your choice whether to remain a Class Member participating in the Settlement or to exclude yourself from the Settlement. To exclude yourself, you need to submit an "Opt-Out" of the Class and the Settlement. If you exclude yourself through an Opt-Out, you will waive any rights or benefits from the Settlement that are available only to Class Members, including the right to submit a Claim Form or receive a Claim Payment. You also may not file an Objection to the Settlement or to Class Counsel's or the Class Representatives' applications for fees and expenses or service award, and you may not appear at the Fairness Hearing where the Court will consider whether to approve the Settlement.

If you submit an Opt-Out, you keep the right to file your own lawsuit or join another lawsuit against USC about the claims in this lawsuit.

**18. How do I exclude myself from the Settlement?**

To exclude yourself, you must submit, by postal mail, an Opt-Out, which is a written request to the Claim Administrator that must be postmarked [date] (the "Opt-Out Deadline"). For certain Class Members who received a re-mailed Post Card Notice, the Opt-Out Deadline will be extended by 20 calendar days.

Your Opt-Out must contain all of the following information:

- Identification of the case name and number (*Chaisson, et al. v. University of Southern California*, Case No. 20STCV27062);
- Your full name, current address, telephone number, email address, and Class Member ID Number;
- A clear statement that you want to be excluded from the case *Chaisson, et al. v. University of Southern California*, Case No. 20STCV27062, that you do not wish to be a Class member, and that you want to be excluded from any judgment entered in relation to the Settlement; and
- Your handwritten signature.

You can submit an Opt-Out **only** for yourself. You may not submit an Opt-Out requesting exclusion for or on behalf of other individuals or a group of people. In addition, no one may submit an Opt-Out on your behalf, including any agent or attorney purporting to act on your behalf. This restriction protects your interests by preventing other people from excluding you from the Class without your knowledge or permission.

Your request for exclusion must be mailed to:

*Chaisson v. University of Southern California*  
c/o [CLAIM ADMINISTRATOR ADDRESS / EMAIL ADDRESS]

If your Opt-Out is late or not complete, you will still be a part of the Class, you will be bound by the Settlement and by all other orders and judgments in this Lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

All Opt-Outs are irrevocable. Once you submit an Opt-Out, you cannot change your mind and participate in the Settlement as a Class Member. However, if the Court does not accept the Settlement at the Fairness Hearing, then your Opt-Out is moot and you could participate in or be affected by the Lawsuit in the future.

|                                                                                                    |
|----------------------------------------------------------------------------------------------------|
| <b>19. If I do not exclude myself, can I still sue USC for the same issues in this case later?</b> |
|----------------------------------------------------------------------------------------------------|

No. If you do not exclude yourself with an Opt-Out, you give up the right to sue USC by effect of the Release set forth in the Agreement. See Question 9 that describes the Release. If you want to keep the right to sue USC, you have to exclude yourself from the Settlement by timely submitting an Opt-Out. Remember, any exclusion request must be signed and mailed and postmarked by the Opt-Out Deadline.

|                                                              |
|--------------------------------------------------------------|
| <b>YOUR RIGHTS AND CHOICES - OBJECTING TO THE SETTLEMENT</b> |
|--------------------------------------------------------------|

|                                                                                                   |
|---------------------------------------------------------------------------------------------------|
| <b>20. Is there a way to let the Parties and the Court know that I don't like the Settlement?</b> |
|---------------------------------------------------------------------------------------------------|

If you are a Class Member and do not exclude yourself, you can tell the Court you do not like either the entire Settlement or just a part of it (this is called an "Objection"). **You can only file or make an Objection if you stay in the Class (that is, if you do not submit an Opt-Out to exclude yourself).** See Question 17-19 regarding Opt-Outs.

In an Objection, you can ask the Court to deny approval. You cannot ask the Court to order a larger Settlement. If the Court denies approval, no Claim Payments will be sent out. If that is what you want to

have happen, you may file a written Objection. You may also, but do not have to, come to the Fairness Hearing to make an objection, either in person or through your own attorney (see Question 28). If you appear through your own attorney, you are responsible for paying that attorney (see Question 24).

## **21. What is the process to file a written objection to the Settlement?**

Any written Objection to the Settlement must be filed with the Court no later than [date] (“Objection Deadline”); and served on the Claim Administrator, postmarked on or before the Objection Deadline. For certain Class Members who received a re-mailed Post Card Notice, the Objection Deadline will be extended by 20 calendar days.

Your written Objection and any supporting papers or evidence **must**:

- Clearly identify the case name and number (*Chaisson, et al. v. University of Southern California*, Case No. 20STCV27062);
- Be filed with the Court no later than the Objection Deadline;
- Be served on the Claim Administrator by U.S. postal mail and postmarked no later than the Objection Deadline;
- State your full name, current address, telephone number, email address, and your Class Member ID Number;
- State the full name, current address, telephone number, and email address of your counsel, if you are represented by counsel; and
- State in writing all Objections and the reasons for each Objection, accompanied by any legal or factual support for the Objection known to you or your counsel.

You need not be physically present at the Fairness Hearing (see Questions 26-28) to have your written Objection considered.

Filing an Objection does not make you a formal party to the Lawsuit nor give you any special or superior rights to any other Class Member. If you would like to object and preserve the ability to appeal should the Court deny your objection, you should review the Supreme Court of California’s decision in *Hernandez v. Restoration Hardware, Inc.*, (2018) 4 Cal.5th 260, and the cases that followed it.

If you fail to timely file a written Objection in the manner specified above, you shall be deemed to have waived your right to file a written Objection and shall be foreclosed from filing a written Objection to the Settlement.

If you do not file a written Objection, and you have not Opted Out of the Settlement, you can still appear at the Fairness Hearing and ask the Court for permission to allow you (or your lawyer) to speak at the Fairness Hearing and raise an oral Objection with the Court at that time. See Question 28.

If you file or make an Objection, you can still complete a Claim Form to be eligible for a Claim Payment under the Settlement, subject to the terms and conditions discussed in this Notice and in the Agreement, and subject to the Court approving the Settlement.

**22. What is the difference between objecting to the Settlement and excluding myself from the Settlement?**

Objecting is the way to tell the Court what you do not like about the Settlement. You can file or make an Objection **only** if you stay in the Class and do not exclude yourself through an Opt-Out. You can still submit a Claim Form and receive a Claim Payment.

Excluding yourself with an Opt-Out is the way to tell the Court you do not want to be a part of the Class and the Settlement, and that you want to preserve the right to file your own lawsuit. If you exclude yourself with an Opt-Out, you cannot file or make an Objection or appear at the Fairness Hearing because the Settlement no longer will affect you. You also cannot submit a Claim Form or receive a Claim Payment. See Question 17-19 regarding Opt-Outs.

**IF YOU DO NOTHING**

**23. What happens if I do nothing at all?**

If you do nothing:

- You will remain a Class Member;
- The Settlement, including its Release, as well as all of the Court's orders, will apply to you;
- You won't be able to sue, or join a new lawsuit against USC, about the issues and claims in this lawsuit.

**THE LAWYERS REPRESENTING YOU**

**24. Do I have a lawyer in this case?**

Yes, the Court has appointed the following attorneys to represent the Class as Class Counsel:

SMITH KRIVOSHEY, PC  
Joel D. Smith  
*joel@skclassactions.com*  
867 Boylston Street, 5th Floor, #1520  
Boston, MA 02116  
Telephone: (617) 377-7404

SMITH KRIVOSHEY, PC  
Yeremey O. Krivoshey  
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166 Geary Street, Suite 1500, #1520  
San Francisco, CA 94108  
Telephone: (415) 839-7077

BURSOR & FISHER, P.A.  
L. Timothy Fisher  
*ltfisher@bursor.com*

Julia K. Venditti  
*jvenditti@bursor.com*  
1990 North California Blvd., 9th Floor  
Walnut Creek, CA 94596  
Telephone: (925) 300-4455

You will not be charged for the services of these lawyers. You may also consult your own lawyer at your own expense, but you are not obligated to do so.

USC is represented by separate counsel (“Defense Counsel”). Defense Counsel are not able to provide advice or assistance to Class Members and should not be contacted by Class Members.

Please be aware that Class Counsel, Defense Counsel, or the Claim Administrator may **not** advise you on the tax consequences of participating or not participating in the Settlement.

**25. How much will Class Counsel and the class representative be paid and how will they be paid?**

Class Counsel have diligently worked on this case and have not been paid anything to date for their work on this case. Class Counsel will ask the Court to approve payment of attorneys’ fees and expenses of no more than \$1,135,000. Class Counsel and/or Class Representatives also will ask the Court to approve a Service Award of \$4,000 for each Named Plaintiff for their work on behalf of the Class.

Class Counsel will file their fee application, and Class Counsel and/or Class Representatives will file an application for the Class Representatives’ Service Awards, at least thirty days before the deadline for opting out or objecting to such applications. The Court will consider these applications at the Fairness Hearing (see Question 25).

If approved by the Court, Class Counsel’s fees and expenses and the Class Representatives’ Service Awards will be paid separately by USC and will not count against the \$2,000,000 maximum limit for class-wide Claim Payments.

**THE COURT’S FAIRNESS HEARING**

**26. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a hearing to decide whether to approve the Settlement (“Fairness Hearing”) at [TIME] on [DATE]. The Court is located at the Spring Street Courthouse, Department 15, 312 North Spring Street, Los Angeles, CA 90012. This date, time or location may be moved, cancelled or otherwise modified, so please check the Settlement Website at [www.chaissonsettlement.com](http://www.chaissonsettlement.com) regularly for further details, or access the Court docket in this case through the Los Angeles Superior Court’s system at <https://www.lacourt.org/casesummary/ui/> or by visiting Archives and Records Center, 222 North Hill Street, Room 212, Los Angeles, CA 90012, between 8:30 am and 4:30 pm, Monday through Friday, excluding Court holidays.

At the Fairness Hearing, the judge will consider all written or oral Objections, if any, and will consider whether the Settlement is fair, reasonable, and adequately addresses the claims of the Class Members. The judge will listen to people who have asked to speak at the Fairness Hearing. The judge may also decide how much to award to Class Counsel for their fees and expenses or to the class representative as a Service Award. At or after the Fairness Hearing, the judge will decide whether to approve the Settlement. We do not know how long these decisions will take.

**27. Do I have to come to the hearing?**

No. You do **not** have to come to the Fairness Hearing. Class Counsel will appear and speak on behalf of all Class Members. The Fairness Hearing will be open to the public and anyone may attend, so you and/or your lawyer are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Fairness Hearing without further notice, so it is a good idea to check the settlement website [www.chaissonsettlement.com](http://www.chaissonsettlement.com) for updates or check the Court's docket to confirm that the date has not changed. If you are planning to attend the Fairness Hearing, you should confirm the date and time on this website or on the Court docket.

If you timely send a valid written objection, you do not have to come to the Fairness Hearing for the judge to consider the objection. If you wish to speak at the Fairness Hearing about your Written objection or to make an oral Objection, see Question 28.

**28. Can I speak at the hearing?**

If you choose to attend the Fairness Hearing, you ask the Court for permission to allow you (or your lawyer) to speak at the Fairness Hearing, including to make an oral Objection. In general, the Court will hear from any Class Member who attends the Fairness Hearing and asks to speak regarding his or her objection. You may also retain your own lawyer to speak for you, but you will have to pay for that lawyer yourself. You may **not** exclude yourself from the Settlement orally at the hearing; to exclude yourself, you must file a written Opt-Out by the Opt-Out Deadline (see Questions 17-19).

You cannot speak at the Fairness Hearing if you exclude yourself with an Opt-Out.

**GETTING MORE INFORMATION**

**29. Are more details about the lawsuit and the Settlement available?**

This Notice only summarizes the lawsuit and Settlement and is not intended to be an offer nor is a binding agreement. More details are in the Plaintiffs' pleadings and Settlement. Copies of these documents are available on the Settlement Website located at [www.chaissonsettlement.com](http://www.chaissonsettlement.com).

You can also look at all of the documents filed in the lawsuit at Archives and Records Center, 222 North Hill Street, Room 212, Los Angeles, CA 90012.

**30. How do I get more information?**

You can get more information and read common questions and answers by visiting the Settlement Website, [www.chaissonsettlement.com](http://www.chaissonsettlement.com), by contacting Class Counsel at: [CLASS COUNSEL EMAIL ADDRESS], or by writing to class counsel at: [CLASS COUNSEL MAILING ADDRESS].

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE REGARDING THIS NOTICE**

# Exhibit C

If you are or were a student enrolled at the University of Southern California (“USC”) who, at any time between July 14, 2016 and [SETTLEMENT NOTICE DATE], was charged certain late fees imposed by USC, and have not received a full refund or waiver of such fees, you may benefit from a class action settlement.

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE SETTLEMENT WEBSITE AT [www.chaissonsettlement.com](http://www.chaissonsettlement.com) REGULARLY FOR UPDATES AND FURTHER DETAILS.**

The Superior Court of California approved this Notice. This is not a solicitation from a lawyer.

**A settlement (“Settlement”) has been reached with the University of Southern California (“USC”) in a class action lawsuit, *Chaisson, et al. v. University of Southern California*, Case No. 20STCV27062 (“Lawsuit”),** which concerns charges by USC to student accounts in the form of Late Registration Fees, Late Settlement Fees, and monthly Finance Charges (“Late Fees”) from July 14, 2016 to [SETTLEMENT NOTICE DATE] (“Class Period”). Plaintiffs in the Lawsuit allege that these Late Fees are unlawful penalties void and unenforceable under California Civil Code §1671, unlawful forfeitures under California Civil Code § 3275, and unlawful and unfair in violation of California Business & Professions Code §§ 17200, *et seq.* USC vigorously denies the allegations and contends the Late Fees fully comply with California law. The Court has not yet ruled on the merits of Plaintiffs’ claims or USC’s defenses. The Parties agreed to a Settlement to avoid the expense and risks of further litigation. The Settlement is without an admission of liability by USC. The Settlement is subject to Court approval.

**You are receiving this notice because USC’s records indicate you may fall within the definition of Class Member.** The Settlement may affect the rights of all persons who meet a Court-certified definition of the class in the Lawsuit (the “Class” and its “Class Members”). To be a Class Member, you must be a current or former student of USC who paid or were charged one or more Late Fees at any during the Class Period, and have not received a full refund or waiver of such fees.

### **What are your options?**

- **Stay in the Class.** The Settlement provides for payment of Class Members’ claims up to a total of \$2,000,000. Class Members **must** timely submit a valid Claim Form to be able to receive a Claim Payment of 30% of unwaived or unreimbursed Late Fees, up to a maximum Claim Payment of \$225. Please see [www.chaissonsettlement.com](http://www.chaissonsettlement.com) for a copy of the Claim Form. The amount of your Claim Payment may be adjusted downward on a *pro rata* basis so that the total amount of Claim Payments to the entire Class is not more than \$2,000,000. Depending on your circumstances and preference, your Claim Payment, should you receive one, may be paid by adjustment to your account balance with USC, by

electronic payment through Zelle to your bank account, or by a check mailed to you. Your Claim Form must be filed or postmarked on or before [Claims Deadline].

- Additionally, under the Settlement, USC will waive (or decline to assess) 30% of the amount of Late Fees assessed (or that could have been assessed) during the two-year period commencing upon the Effective Date of the Settlement (the “Late Fee Waiver”). USC also will not assess Finance Charges for a period of ten (10) weeks, beginning on a date at USC’s discretion within one hundred eighty (180) days after the Effective Date of the Settlement (the “Finance Charge Pause”). Class Members do not need to submit a Claim Form to receive these additional benefits of the Settlement.
- If you decide to stay in the Class, you will give up the right to sue USC in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The Released Claims are described in more detail in Section 9 of the Settlement Agreement available at [www.chaissonsettlement.com](http://www.chaissonsettlement.com).
- **Ask to be excluded (“Opt-Out”).** If you decide to Opt-Out of this Settlement, you will keep the right to sue USC in a separate lawsuit related to the subject matter of the claims this Settlement resolves, but you give up the right to get a Claim Payment from this Settlement. This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against USC related to the subject matter of the claims in this Lawsuit. If you elect to Opt-Out of this Settlement and the Settlement is approved, you will no longer be represented by Class Counsel and will be responsible for retaining legal representation at your expense should you choose to sue USC in a separate lawsuit. Instructions for requesting to Opt-Out of the Settlement can be found in Section 6 of the Settlement Agreement, available at [www.chaissonsettlement.com](http://www.chaissonsettlement.com). Your opt-out request must be received by [Opt-Out Deadline].
- **Object to the Settlement.** If you do not Opt-Out of the Settlement, you may object to it by (1) writing to the Court about why you don’t like the Settlement or (2) attending the Fairness Hearing and ask to make an oral objection. If you object to the Settlement and the Settlement is approved by the Court, you may still be able to receive a Claim Payment. Instructions for objecting can be found in Section 5 of the Settlement Agreement, available at [www.chaissonsettlement.com](http://www.chaissonsettlement.com). Your written objection must be filed or postmarked on or before [Objection Deadline].

Class Counsel will ask the Court for a Service Award payment of \$4,000 for each Named Plaintiff. Class Counsel will also ask that the Court award up to \$1,135,000 in attorneys’ fees and expenses.

The Court will conduct a Fairness Hearing on [DATE] at [TIME] where the Parties will request that the Final Approval Order be entered approving the Settlement. This date may be moved, canceled, or modified; see [www.chaissonsettlement.com](http://www.chaissonsettlement.com) for more information. You may, but are not required to, attend the Fairness Hearing, and at the Fairness Hearing you may ask for an opportunity for you (or your own lawyer, if you

retain one) to speak to the Court, including to make an oral objection (but not to opt out).

This notice summarizes the Settlement. For a more full summary of the Settlement, see the Full Notice located at [www.chaissonsettlement.com/xxxxx](http://www.chaissonsettlement.com/xxxxx), and for the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at the Settlement Website, located at [www.chaissonsettlement.com](http://www.chaissonsettlement.com), or by contacting Class Counsel as explained below. You may also access the Court docket through the Los Angeles Superior Court's system at <https://www.lacourt.org/casesummary/ui/> or by visiting Archives and Records Center, 222 North Hill Street, Room 212, Los Angeles, CA 90012, during its office hours.

Class Counsel:

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BURSOR & FISHER, P.A.  
L. Timothy Fisher  
*ltfisher@bursor.com*  
Julia K. Venditti  
*jvenditti@bursor.com*  
1990 North California Blvd., 9th Floor  
Walnut Creek, CA 94596  
Telephone: (925) 300-4455

**Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement.**

# Exhibit D

LEGAL NOTICE

**Current and Former  
USC Students Charged  
Late Fees between July  
14, 2016, and the  
present.**

*A Superior Court of California  
authorized this notice. This is not a  
solicitation from a lawyer.*

**[PHONE NUMBER]  
[web address]  
[UNIQUE ID NUMBER]**

*Chaisson, et al. v.  
University of Southern  
California  
[Class Action  
Administrator Address]*

FIRST CLASS  
MAIL  
PRESORTED  
U.S. POSTAGE  
PAID

**<<Barcode>>**

Postal Service: Please do not mark barcode

Control # BST-<<ClaimID>> <<MailRec>>

Current or Former USC Student

<<Addr1>>

<<Addr2>>

<<City>>, <<St>> <<ZIP>>

**If you are or were a student enrolled at the University of Southern California (“USC”) who, from July 14, 2016, to and through [SETTLEMENT NOTICE DATE], was charged late fees by USC, and have not received a full refund or waiver of such fees, you may benefit from a class action settlement.**

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**The Superior Court of California approved this Notice. This is not a solicitation from a lawyer.**

Your rights may be affected by a Settlement in a class action lawsuit *Chaisson, et al. v. University of Southern California*, Case No. 20STCV27062, regarding USC’s imposition of late fees. This notice summarizes the Settlement. For additional information including the Full Notice of Settlement and the Settlement Agreement with its precise terms and conditions, see [www.chaissonsettlement.com](http://www.chaissonsettlement.com). You may also access the Court docket through the Los Angeles Superior Court’s system at <https://www.lacourt.org/casesummary/ui/> or by visiting Archives and Records Center, 222 North Hill Street, Room 212, Los Angeles, CA 90012, during its office hours. Please do not telephone the Court or the Court Clerk’s Office to inquire about this Settlement..

In this lawsuit, Plaintiffs alleged that USC imposes late registration fees, late settlement fees, and finance charges (“Late Fees”), and that these Late Fees are unlawful penalties void and unenforceable under California Civil Code §1671, unlawful forfeitures under California Civil Code § 3275, and unlawful and unfair in violation of California Business & Professions Code §§ 17200, *et seq.* USC contests and denies these allegations. The Court did not rule in favor of either Party. Instead, the Parties agreed to a Settlement to avoid the expense and risks of further litigation. The Settlement is without an admission of liability by USC. The Settlement is subject to Court approval.

USC’s records indicate you may fall within the definition of “Class Member.” The Settlement provides for payment of Class Members’ claims up to a total of \$2,000,000. Class Members **MUST** timely submit a valid Claim Form to be able to receive a Claim Payment of 30% of unwaived or unreimbursed Late Fees, up to a maximum payment of \$225. Please see [www.chaissonsettlement.com](http://www.chaissonsettlement.com) for a copy of the Claim Form. Additionally, following approval of the Settlement: USC will waive (or decline to assess) at least 30% of the amount of Late Fees assessed (or that could have been assessed) for two years; and USC will also not assess Finance Charges for ten weeks. Class Members do not need to submit a Claim Form to receive these additional benefits.

Class Counsel will ask the Court for a Service Award of \$4,000 for each Named Plaintiff. Class Counsel will also ask that the Court award up to \$1,135,000 in attorneys’ fees and expenses. The Court will decide whether to approve the Settlement at a hearing on [DATE] at [TIME]. This date may be moved, canceled, or modified; see [www.chaissonsettlement.com](http://www.chaissonsettlement.com) for more information.

# Exhibit E

## CLAIM FORM AND INSTRUCTIONS

The Claim Administrator must receive this Claim Form no later than **[Claims Deadline]** in order for it to be considered.

### *Chaisson, et al. v. University of Southern California*

Case No.: 20STCV27062 (Superior Court of California, County of Los Angeles)

**Please read all of the following instructions carefully before filling out your Claim Form.**

1. This Claim Form is available to all persons who meet the definition of “Class Member” in the Settlement preliminarily approved by the Court in the above-captioned lawsuit. To be a Class Member, you must be a current or former student enrolled at the University of Southern California (“USC”) who was assessed one or more Late Registration Fees, Late Settlement Fees, or Finance Charges (“Late Fees”) at any time between July 14, 2016 through and including **[settlement notice date]** (the “Class Period”), and where USC has not fully waived or refunded those Late Fees. The Claim Form cannot be submitted by someone who does not meet the definition of a Class Member, even if that person paid Late Fees for or on behalf of a current or former student at USC.
2. The Settlement provides for a Claim Payment to each Class Member who timely submits this Claim Form to the Claim Administrator, up to an aggregate amount of \$2,000,000 for all Class Members. A Claims Payment will be a one-time payment of 30% of the Late Fees charged to the Class Member during the Class Period excluding any amounts of those fees that USC waived, wrote off, released, or previously settled, up to a maximum Claim Payment of \$225.00. However, the amount of each Claim Payment may be adjusted downward on a *pro rata* basis so that the total amount of Claim Payments for all Class Members who timely submit valid Claim Forms is not more than \$2,000,000. Depending on each Class Member’s circumstances and preference, the Claim Payment may be paid by adjustment to the Class Member’s account balance with USC, by electronic payment through Zelle, or by mailed check.
3. If you are a Class Member and wish to receive a Claim Payment, please review the notice of this Settlement that was sent to you (the “Notice”) and have the Notice with you when you complete your Claim Form. A copy of the Notice is available from the Claim Administrator at the settlement website [www.chaissonsettlement.com](http://www.chaissonsettlement.com), or by calling the Claim Administrator at the toll-free number below.
4. Complete the Claim Information and Payment Information below by filling in your name, the unique ID number listed on the card you received by email and/or mail alerting you to this settlement, and current mailing address if you wish to receive your Claim Payment by check sent via U.S. mail, and your preference for receiving a Claim Payment. Please type or print legibly in black ink. Please fill out the Claim Form completely and accurately. Failure to accurately complete or timely submit your Claim Form may result in the rejection of your request for a Claim Payment.
5. You do **not** need to determine the amount of Late Fees that USC charged you during the Class Period. Those amounts will be calculated based on USC’s financial records. You may, but are not required to, visit USC’s portal to review your financial records. If you believe USC’s records of Late Fees assessed to you during the Class Period are not accurate, you may contact the Claim Administrator no later than the Claim Deadline. You should provide the Claim Administrator with documentation to support your position. See the settlement website [www.chaissonsettlement.com](http://www.chaissonsettlement.com) for details.
6. You must submit your Claim Form electronically at: [www.chaissonsettlement.com](http://www.chaissonsettlement.com), or by printing it, signing it and mailing it to:  
**[address  
from  
Claim Administrator]**
7. Once your Claim Form is received, the Claim Administrator will review the Claim Form for compliance.

8. Keep a copy of your completed Claim Form for your records, as the Claim Administrator will not send an acknowledgement of receipt. If your claim is rejected, the Claim Administrator will notify you by email of the rejection and the reasons for such rejection.
9. No Claim Payment will be made until after final approval of the Settlement, including after any appeals are resolved or the time for appeals has passed. The process may take time so please be patient.

### CLAIM INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Claim Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

CLASS MEMBER ID NUMBER

### PAYMENT INFORMATION

You **must** select **one (an only one)** of the following options. If you have a positive account balance at the time USC transfers funds to the Claim Administrator for the Claim Payments (which will be 30 days after the Effective Date of the Settlement), you will receive a Claim Payment through a credit to your USC account balance, regardless of your selection below. If you have a negative balance or no balance at that time, the Claim Administrator will send you your Claim Payment to your preference of these three options.

☐

By credit to my USC student account.

☐

By electronic payment to my bank account through Zelle using e-mail address or phone number:

☐

By check mailed to my current mailing address listed above.

### ATTESTATION UNDER PENALTY OF PERJURY

**I understand that in order to obtain relief under the Settlement, I must sign and date the following certification under penalty of perjury:**

***I certify under penalty of perjury that I am a current or former USC student who was assessed Late Fees by USC during the Class Period and have not received a full waiver or refund of those Late Fees.***

\_\_\_\_\_  
**Signature of Claimant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

If you have any questions about this form or this Settlement, please contact the Claim Administrator at:

[Address and Phone Number  
from  
Claim Administrator]

Please do not telephone the Court or the Court Clerk's Office to inquire about this settlement or the claim process.

FOR QUESTIONS ABOUT THE SETTLEMENT TERMS, YOU MAY CONTACT CLASS COUNSEL BY EMAIL OR WRITE TO CLASS COUNSEL AT THE FOLLOWING ADDRESSES:

SMITH KRIVOSHEY, PC  
Joel D. Smith  
*joel@skclassactions.com*  
867 Boylston Street, 5th Floor, #1520  
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Walnut Creek, CA 94596  
Telephone: (925) 300-4455

# Exhibit F

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

ALEJANDRA CHAISSON and GRACE  
CHONG, individually and on behalf of all  
others similarly situated,  
  
Plaintiffs,  
  
v.  
  
UNIVERSITY OF SOUTHERN  
CALIFORNIA,  
  
Defendant.

Case No. 20STCV27062  
  
CLASS ACTION  
  
CASE ASSIGNED FOR ALL PURPOSES TO  
HON. TIMOTHY P. DILLON  
  
**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL TO CLASS ACTION SETTLEMENT**

1 Plaintiffs' Motion for Final Approval of Class Action Settlement was heard by the Court on  
2 \_\_\_\_\_. Appearances were noted for the record. The Court has reviewed the materials  
3 submitted by the parties and has heard arguments presented at the hearing. For the reasons cited on  
4 the record as well as those stated hereinafter, the Court **HEREBY ORDERS AND MAKES THE**  
5 **FOLLOWING DETERMINATIONS:**

6 1. The Stipulation of Settlement Agreement and Release, executed on [date] among  
7 the Parties to this Action ("Agreement"), is incorporated herein by reference, and except as  
8 otherwise specified, the Court for purposes of this Final Approval Order adopts all defined terms set  
9 forth in the Agreement.

10 2. This Court has personal jurisdiction over Plaintiffs Alejandra Chaisson and Grace  
11 Chong ("Plaintiffs" or "Class Representatives") and Defendant University of Southern California  
12 ("Defendant" or "USC"); has jurisdiction over the subject matter of this litigation and all claims  
13 raised in this action and released in the Agreement; and has subject matter jurisdiction to approve  
14 the Agreement, including all exhibits thereto.

15 3. Pursuant to this Court's Preliminary Approval Order filed on \_\_\_\_\_, 2025,  
16 notices of the pendency and proposed Settlement of this Action were sent to Class Members. The  
17 Class Notice advised the Class Members of the pertinent terms of the Agreement; namely, the claims  
18 to be resolved by way of the Agreement, the consideration provided in exchange for release of  
19 claims, the proposed Service Award for Named Plaintiffs and the possible award of Attorneys' Fees  
20 and Costs. It further informed the Class Members of the manner in which to file Opt-Outs of or  
21 Objections to the Agreement, the deadlines for each, and their right to appear in person or by counsel  
22 at the Final Approval Hearing (called the "Fairness Hearing" in the Class Notices sent to Class  
23 Members). Reasonable and adequate periods of time were provided for each of these procedures as  
24 set forth in the Agreement approved by the Court and in the Court's Preliminary Approval Order.

25 4. Also, in compliance with the Court's Preliminary Approval Order, the Claim  
26 Administrator caused an informational Settlement Website to be established at  
27 www.chaissonsettlement.com. The Settlement Website allows the Class Members the opportunity  
28 to review the Agreement, the Court's Preliminary Approval Order, the Class Notice, as well as other

1 pertinent case filings. The Settlement Website also provides background and answers to common  
2 questions about the Settlement, deadlines, the process for a Class Member to dispute USC's financial  
3 records as to the amount of Late Fees assessed to that person during the Class Period, and ongoing  
4 updates to the Class regarding the status of Settlement approval and whether the Effective Date has  
5 come to pass.

6         5.         The Court finds and determines that the Class Notices and the means of  
7 disseminating the Class Notices implemented pursuant to the Agreement were reasonably  
8 calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their  
9 right to object or to opt out of the Class and to appear at the Final Approval Hearing; that it was  
10 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive  
11 notice; and that it afforded adequate protections to members of the Class and provides the basis for  
12 the Court to make an informed decision regarding approval of the Agreement based on the responses  
13 of the Class Members. The Court finds and determines that the Class Notices provided in this case  
14 were the best notice practicable under the circumstances, and that they satisfied all applicable  
15 requirements of Code of Civil Procedure § 283 and California Rules of Court, rule 3.769.

16         6.         As of the date of the Final Approval Hearing, there were XX Objections to the  
17 Settlement. The deadline for filing written Objections, which was documented in the Class Notice,  
18 and the Preliminary Approval Order, was [Objection Deadline]. [The Court reviewed each of these  
19 Objections, heard from any Objectors or counsel for Objectors who appeared at the Final Approval  
20 Hearing, and hereby denies all of these filed Objections.]

21         7.         As of the date of the Final Approval Hearing, there were XX Opt-Out requests from  
22 the Class received by the Claim Administrator. The deadline for filing Opt-Outs, which was  
23 documented in the Class Notice, and the Preliminary Approval Order, was [Opt-Out Deadline]. [The  
24 Class Members who timely filed Opt-Outs are identified at Exhibit XX to the Declaration of  
25 [NAME] from the Claim Administrator that was filed in connection with Plaintiffs' Motion For  
26 Final Approval Of Class Action Settlement. The names listed in Exhibit XX are the only Class  
27 Members who, having timely excluded themselves from the certified Class, are not bound by the  
28 terms of the Agreement.]

1           8.       The Court finds and determines that the terms of the Agreement, including but not  
2 limited to the amount of consideration and its allocation, are fair, reasonable and adequate as to, and  
3 in the best interests of, the Class Members; that such terms are consistent and in compliance with all  
4 requirements of due process and applicable law; that the Agreement is ordered finally approved; and  
5 that all terms and provisions of the Agreement should be and hereby are ordered to be consummated.  
6 The Court finds that Plaintiffs faced significant risks in litigating this case, and that the Agreement  
7 provides a fair amount of relief for the Class Members' claims and benefit to the Class Members.  
8 The Court also finds that the Agreement was reached as a result of informed and non-collusive arms-  
9 length negotiations. In addition to the reasons set forth in the Court's statements in the Preliminary  
10 Approval Order and above, the fact that only XX Class Members filed Objections to the Agreement  
11 with none of the Objections having merit, and only XX Class Members served Opt-Outs from the  
12 Class, further supports the Court's finding that the Agreement is fair, reasonable, and adequate.

13           9.       Pursuant to Cal. Code Civ. Proc. § 384(b), the parties shall submit a report 150 days  
14 after the Effective Date stating the total amount that was actually paid to class members and, of those  
15 payments, the amount that was not successfully transferred or cashed. After the report is received,  
16 the court shall amend the Judgment to direct the Claim Administrator to send the non-transferred or  
17 uncashed payments, plus any interest that has accrued thereon, to [cy pres recipient], as designated  
18 in Section 2.5.d of the Agreement. Based on information submitted by the Court and the entire  
19 Record, the Court approves this organization as the *cy pres* recipient of those funds.

20           10.      The parties are hereby ordered to implement the Agreement according to its terms  
21 and provisions.

22           11.      This Court certified a Class in its order granting Plaintiffs' Motion For Class  
23 Certification (filed July 25, 2024) and reprinted in the Agreement, namely:

24                   All current and former students of USC who paid or were charged  
25                   one or more Late Fees imposed by USC from July 14, 2016, to the  
26                   date that class notice is disseminated, and who have not received a  
27                   full refund or waiver of such fees. Any judicial officer to whom the  
28                   Action is assigned is excluded from the Class.

          12.      The Agreement adopts and uses this definition of the Class. With respect to the Class

1 and solely for purposes of approving the Agreement, this Court finds and concludes that: (a) the  
2 Class Members are ascertainable from USC's records and, numbering over 100,000, are so  
3 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common  
4 to the Class which predominate over any individual issues; (c) the claims of Class Representatives  
5 Alejandra Chaisson and Grace Chong are typical of the claims of the Class Members; (d) Class  
6 Representative have fairly and adequately protected the interests of the Class Members; (e) a class  
7 action is superior to other available methods for an efficient adjudication of this controversy; and (f)  
8 Class Counsel are qualified to serve as counsel for Plaintiffs in their individual and representative  
9 capacities and for the Class. The Court's findings are based on the order certifying a Class in this  
10 Action, Plaintiffs' Motions for Preliminary Approval and for Final Approval, and other proceedings  
11 in this case. The Court recognizes that Defendant's non-opposition to the certification under this  
12 Order is for settlement purposes only and shall not constitute or be construed as an admission by  
13 Defendant that this action is appropriate for class treatment for litigation purposes. The Court further  
14 finds that Class Representatives Alejandra Chaisson and Grace Chong and Class Counsel adequately  
15 represented the Class for purposes of entering into and implementing the Agreement.

16 13. The Agreement is not an admission by Defendant or by any other Released Parties,  
17 nor is this order a finding of the validity of any allegations or of any wrongdoing by Defendant or  
18 any Released Parties. This order, the Agreement, and any proceedings taken pursuant thereto are not  
19 and should not in any event be offered or received as evidence, a presumption, a concession, or an  
20 admission of (i) liability, (ii) any misrepresentation or omission in any statement or written  
21 document approved or made by Defendant or any Released Parties, or (iii) the suitability of these or  
22 similar claims to class treatment in active litigation and trial; provided, however, that reference may  
23 be made to the Agreement in such proceedings as may be necessary to effectuate the Agreement.  
24 All Class Members were given a full and fair opportunity to participate in the Final Approval  
25 Hearing, and all Class Members wishing to be heard have been heard. Class Members also have had  
26 a full and fair opportunity to exclude themselves from the Agreement and the Class. Accordingly,  
27 this Order expressly incorporates the Released Claims, makes the Released Claims effective as of  
28 the Release Date, and forever discharges and releases the Released Parties as set forth in the

1 Agreement. Every Class Member except those individuals or entities that Opted-Out as noted in  
2 paragraph 7 of this Order, shall be bound by the Agreement and be deemed to release and forever  
3 discharge all Released Claims and as outlined in Section 9 of the Agreement. The Court adjudges  
4 the Class Representatives and the Class to have conclusively compromised, settled, dismissed, and  
5 released this action and any and all Released Claims against the Released Parties. The Agreement  
6 shall be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits  
7 or other proceedings encompassed by the Released Claims and/or that are based, in whole or in part,  
8 on the Released Claims. To effectuate the Agreement, the Court hereby orders that all Releasing  
9 Parties are barred, enjoined, and restrained from commencing, prosecuting, intervening in, or  
10 participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based  
11 on the Released Claims.

12 14. The Court resolved Class Counsel's Motion For Attorneys' Fees and Costs and  
13 application for a Service Award by separate Order. As set forth in that separate order, Class Counsel  
14 are awarded \$\_\_\_\_\_ in Attorneys' Fees and Costs and Class Representatives Alejandra Chaisson  
15 and Grace Chong's application for a Service Award totaling \$\_\_\_\_\_ for each is granted, with all  
16 of these amounts to be paid as set forth in the Agreement.

17 15. Without affecting the finality of the Judgment for purposes of appeal, the Court  
18 retains jurisdiction as to all matters relating to the administration, consummation, enforcement, and  
19 interpretation of the Agreement and this Final Approval Order and for any other necessary purpose.

20 **IT IS SO ORDERED.**

21  
22 Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Timothy P. Dillon

# Exhibit G

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

ALEJANDRA CHAISSON and GRACE  
CHONG, individually and on behalf of all  
others similarly situated,  
  
Plaintiffs,  
  
v.  
  
UNIVERSITY OF SOUTHERN  
CALIFORNIA,  
  
Defendant.

Case No. 20STCV27062  
  
CLASS ACTION  
  
CASE ASSIGNED FOR ALL PURPOSES TO  
HON. TIMOTHY P. DILLON  
  
**[PROPOSED] JUDGMENT**

1 On \_\_\_\_\_, 2026, the Court granted final approval of the class action settlement.  
2 Accordingly, the Court enters Judgment<sup>1</sup> (including all individual claims and Class Member claims)  
3 as to Defendant on the merits, as of the filing date of entry of this Judgment, without fees or costs  
4 to any party except as expressly provided in the Agreement and awarded by the Court in response  
5 to Class Counsel's Motion for Attorneys' Fees and Costs and approval of Service Award to the Class  
6 Representatives. Pursuant to California Rule of Court, rule 3.769(h), the Court shall retain  
7 jurisdiction over the parties to enforce the terms of the Judgment.

8  
9 **IT IS SO ORDERED.**

10  
11 Dated: \_\_\_\_\_

\_\_\_\_\_

12 The Honorable Timothy P. Dillon

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28 <sup>1</sup> The Agreement is incorporated herein by reference, and except as otherwise specified, the Court  
for purposes of this Judgment adopts all defined terms set forth in the Agreement.