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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

QIUZI HU, an individual, **EDWIN RAMIREZ**, an individual, **IVAN RONCERIA**, an individual, **WENZHI FEI**, an individual, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

JOSE M. PLEHN-DUJOWICH, a.k.a. JOSE M. PLEHN, an individual;
BIZQUALIFY LLC, a California limited liability company; and **POWERLYTICS, INC.**, a Delaware corporation,

Defendants.

Case Number: 3:18-cv-01791-JCS

Honorable Joseph C. Spero

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date: February 14, 2020

Time: 2:00 p.m.

Courtroom: G

TABLE OF CONTENTS

	Page
NOTICE OF MOTION AND MOTION.....	1
MEMORANDUM OF POINTS AND AUTHORITIES.....	2
I. INTRODUCTION	2
II. NATURE OF THE CASE	2
A. Factual Background	2
B. Procedural History	3
III. THE SETTLEMENT PROVIDES SUBSTANTIAL RELIEF TO THE CLASS	5
A. Settlement Consideration.....	5
B. Notice to the Settlement Class.....	7
C. Claim Submission, Allocation, and Payment of Settlement Funds	7
D. Settlement Administration.....	9
E. Incentive Payments, Attorneys’ Fees, and Costs	9
F. <i>Cy Pres</i>	10
IV. ARGUMENT	10
A. The Settlement Class Should Be Certified.	10
B. The Settlement Is Fair, Reasonable, and Adequate.	11
1. Class Representatives’ assert meritorious claims.....	11
2. Proceeding with litigation would be risky and delay recovery.	12
3. The Settlement is substantial and will provide all claimants with more than a full refund of their “course fees”	13
4. The proceedings are sufficiently advanced to permit final approval of the Settlement, which is also favored by experienced and skilled Class Counsel	13
5. The Parties provided notice of the proposed Settlement to all appropriate governing bodies.	14
6. The reactions of Class Members have been entirely positive.	14
7. The Settlement is the Product of Serious, Informed, and Arm’s-Length Negotiations	14
C. Notice to the Settlement Class Has Satisfied the Requirements of Rule 23	15
V. CONCLUSION	15

TABLE OF AUTHORITIES

Page(s)

CASES

<i>Churchill Village, L.L.C. v. General Electric</i> , 361 F.3d 566 (9th Cir. 2004).....	11
<i>Evans v. Linden Research, Inc.</i> , No. C-11-01078 DMR, 2014 WL 1724891 (N.D. Cal. Apr. 29, 2014)	15
<i>Fuentes v. Compadres, Inc.</i> , No. 17-cv-01180-CMA-MEH, 2018 WL 2126840 (D. Colo. May 9, 2018).....	15
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998).....	11
<i>Harris v. Vector Mktg. Corp.</i> , No. C-08-5198 EMC, 2011 WL 1627973 (N.D. Cal. Apr. 29, 2011).....	15
<i>Kim v. Euromotors W./The Auto Gallery</i> , 149 Cal. App. 4th 170 (2007).	12
<i>Lewis v. Wells Fargo & Co.</i> , 669 F. Supp. 2d 1124 (N.D. Cal. 2009).....	15
<i>Noll v. eBay, Inc.</i> , 309 F.R.D. 593 (N.D. Cal. 2015)	15
<i>Rodriguez v. W. Publishing</i> , 563 F.3d 948 (9th Cir. 2009).....	15
<i>Woods v. Vector Mktg. Corp.</i> , No. C-14-0264 EMC, 2015 WL 1198593 (N.D. Cal. Mar. 16, 2015)	15

STATUTES

Cal. Civ. Code § 1780(e).....	12
Cal. Pen. Code § 496(c).....	12

RULES

Fed. R. Civ. P. 12(b)(6).	3
Fed. R. Civ. P. 23	1
Fed. R. Civ. P. 23(e)(3).	11

NOTICE OF MOTION AND MOTION

PLEASE TAKE NOTICE that on February 14, 2020, at 2:00 p.m., or as soon thereafter as the matter may be heard before the Honorable Joseph C. Spero in Courtroom G of the above-entitled court located at 450 Golden Gate Avenue, San Francisco, California, California, Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei (collectively, “Class Representatives”), on behalf of themselves and the Settlement Class will and hereby move the Court for an order granting final approval of the Parties’ Stipulation of Class Action Settlement and Release of Claims (“Class Settlement Agreement”) pursuant to Rule 23(e) of the Federal Rules of Civil Procedure. Dkt. 99-1.¹

This Motion is brought pursuant to the Class Settlement Agreement and Rule 23 of the Federal Rules of Civil Procedure, and is based on this notice, the supporting Memorandum of Points and Authorities, the supporting declarations filed herewith, and the pleadings and papers on file in this action and any other matter of which this Court may take notice.

Respectfully submitted,

Date: January 24, 2020

DHILLON LAW GROUP INC.

By: /s/ Harmeet K. Dhillon

Harmeet K. Dhillon (SBN: 207873)

Krista L. Baughman (SBN: 264600)

Gregory R. Michael (SBN: 306814)

Attorneys for Plaintiffs and Settlement Class

¹ The unredacted Class Settlement Agreement was filed under seal with the Court on August 9, 2019. Dkts. 100-4, 108.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Class Settlement arises from Defendants Jose M. Plehn-Dujowich and BizQualify, LLCs' ("Defendants") alleged fraudulent misrepresentations to approximately 240 persons, primarily university students, inducing the students to enroll in Defendants' online Global Financial Data Project ("GFDP"), which Defendants falsely advertised as being operated by the University of California. An estimated 140 individuals paid \$2,413 each (and sometimes more) to enroll in the GFDP, only later to find out that the GFDP was not what Defendants professed it to be.

The proposed Settlement is an excellent result for the Settlement Class. It was arrived at after substantial litigation, and through arm's length negotiations facilitated by the Court. The Settlement guarantees a complete reimbursement of the "course fees" paid to Defendants by each of 130 Settlement Class Members who submitted a valid Claim, plus approximately \$450, each. All of these payment obligations are to be secured by a Joint Stipulation for Conditional Entry of Final Judgment in the amount of \$1,000,000, and a Stock Pledge and Security Agreement signed by Dr. Plehn-Dujowich.

The Settlement Class has expressed overwhelming support for the Settlement. Indeed, of the approximately 240 Settlement Class Members, not one has objected to the Settlement or requested to opt out of the Settlement, despite ample opportunity to do so.

The risks of continued litigation and recovery efforts favor approval of this proposed Settlement. If litigation had continued, Class Representatives would have faced significant legal challenges, particularly with respect to the novel employment claims asserted in this action. In light of these and other hurdles, the relief provided by the proposed Settlement is truly exceptional. For these reasons, Class Representatives respectfully request that the Court enter an order granting final certification of the Settlement Class and final approval of the Class Settlement.

II. NATURE OF THE CASE

A. Factual Background

Between July 2016 to April 2017, the Settlement Class Members (approximately 240 individuals), including Class Representatives, enrolled in Defendants' online educational program,

the GFDP. Zhang Declaration ISO Class Certification Motion (Dkt. 60-12) (“Zhang Class Decl.”), ¶¶3-5; Fei Declaration ISO Class Certification Motion (Dkt. 60-8) (“Fei Class Cert. Decl.”), ¶3; Hu Declaration ISO Class Certification Motion (Dkt. 60-9) (“Hu Class Cert. Decl.”), ¶3; Ramirez Declaration ISO Class Certification Motion (Dkt. 60-10) (“Ramirez Class Cert. Decl.”), ¶3; Ronceria Declaration ISO Class Certification Motion (Dkt. 60-11) (“Ronceria Class Cert. Decl.”), ¶3; Dhillon Declaration ISO Class Certification Motion (Dkt. 60-2) (“Dhillon Class Cert. Decl. ”), ¶¶6-12.

Defendants advertised the GFDP as being operated by the University of California (“UC”); it was not. Zhang Class Cert. Decl., Exs. 1-2; Hu Class Cert. Decl., ¶3; Ramirez Class Cert. Decl., ¶3; Ronceria Class Cert. Decl., ¶3; Fei Class Cert. Decl., ¶3. Despite approximately 140 Settlement Class Members paying \$2,413 (and sometimes more) in the form of a “course fee,” and committing substantial time and effort to Defendants’ program, Defendants failed to provide the promised educational instruction, UC course certifications, or letters of recommendation. Dhillon Class Cert. Decl., ¶10; Zhang Class Cert. Decl., ¶5, Exs. 1-2; Hu Class Cert. Decl., ¶¶3-9; Ramirez Class Cert. Decl., ¶¶3-9; Ronceria Class Cert. Decl., ¶¶3-9; Fei Class Cert. Decl., ¶¶3-9. This Action followed.

B. Procedural History

Class Representatives initiated this Action on March 22, 2018, asserting individual and putative class and collective action claims against Dr. Plehn-Dujowich and BizQualify. Dkt. 1. On June 29, 2018, Dr. Plehn-Dujowich and BizQualify filed a motion to dismiss claims one through five of the complaint under Fed. R. Civ. P. Rule 12(b)(6) for failure to state a claim. Dkt. 32. Class Representatives responded to the motion on July 31, 2018, by filing the First Amended Complaint (“FAC”).² Dkt. 40.

The operative FAC asserts thirteen causes of action for: (1) failure to pay minimum wage in violation of Federal Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, et seq.); (2) failure to pay minimum wage in violation of state law (Cal. Lab. Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1); (3) failure to provide accurate wage statements (Cal. Lab. Code § 226); (4) failure to

² The FAC joined Powerlytics, Inc. as a defendant to the Action. On February 19, 2019, the Court granted Class Representatives’ stipulated request to voluntarily dismiss all claims against Powerlytics, Inc. Dkt. 76.

1 reimburse required business expenses (Cal. Lab. Code § 2802); (5) failure to pay earned wages upon
 2 discharge (Cal. Lab. Code §§ 201-203); (6) false advertising (Cal. Bus. & Prof. Code § 17500); (7)
 3 unfair competition (Cal. Bus. & Prof. Code § 17200); (8) violation of the California Consumer Legal
 4 Remedies Act (Cal. Civ. Code § 1750, et seq.); (9) fraud (Cal. Civ. Code §§ 1709, 1710); (10)
 5 negligent misrepresentation (Cal. Civ. Code § 1710(2)); (10) breach of implied contract; (12)
 6 quantum meruit; and (13) civil theft (Cal. Pen. Code § 496). Dkt. 40. Claim one (FLSA) is asserted
 7 by all Class Representatives and the FLSA Collective. Claims two through five (California Labor
 8 Code violations) are asserted by Class Representatives Hu, Ramirez, and Fei and the California
 9 Subclass. Claims six through thirteen are asserted by all Class Representatives and the Class.

10 Defendants failed to timely respond to the FAC and the Court entered default against
 11 Defendants on September 13, 2018. Dkt. 52. On February 25, 2019, the Court granted Class
 12 Representatives' motion to certify the Class and California Subclass, and to conditionally certify the
 13 FLSA Collective, defined as follows:

14 **Class:** All persons who enrolled in the [GFDP]. Excluded from the Class are
 15 Defendants' officers and directors and the immediate families of the Defendants'
 16 officers and directors. Also excluded from the Class are the Defendants' legal
 17 representatives, heirs, successors, or assigns, and any entity in which Defendants
 have or have had a controlling interest.

18 **California Subclass:** All members of the Class who resided in California during
 19 any portion of their participation in the [GFDP], and/or who performed work in
 California for the [GFDP], at any point.

20 **FLSA Collective:** All persons who enrolled in the [GFDP] while residing in, or
 21 who performed work for the project in, the United States or any territory of
 22 possession of the United States.

23 Dkt. 80. By definition, all members of the California Subclass and FLSA Collective are also
 24 members of the Class.

25 Defendants filed a motion to set aside the defaults entered against them on March 5, 2019,
 26 and requested that the Action be stayed and referred to a magistrate judge for a judicial settlement
 27 conference, which motion Class Representatives opposed. Dkts. 83, 87, 88. On March 6, 2019, the
 28 Court issued an Order Rescinding Authorization to Disseminate Class Notices in light of

Defendants' motion to set aside the defaults. Dkt. 84. The Court held a hearing on Defendants' motion to set aside the defaults on April 9, 2019, took Defendants' motion under submission, and referred this matter to Chief Magistrate Judge Joseph C. Spero for a settlement conference to be held on April 23, 2019.

Following an arm's-length negotiation, the Parties reached terms of settlement at the April 23, 2019 settlement conference. The Parties thereafter entered into the Class Settlement Agreement. Dkt. 99-1. The Parties jointly moved for preliminary approval of the Settlement, which the Court granted on September 16, 2019, and the Court concurrently granted Defendants' motion to set aside the defaults.³ Dkts. 99, 107, 109. On November 18, 2019, Class Representatives filed a motion for attorneys' fees, costs, and incentive awards (Dkt. 113), which is scheduled to be heard concurrently with this Motion.

III. THE SETTLEMENT PROVIDES SUBSTANTIAL RELIEF TO THE CLASS

The Class Settlement Agreement defines the Settlement Class as "all Class Members," including Class Representatives, who do not opt out of the Settlement:

Settlement Class: All Class Members, including Class Representatives, who do not exclude themselves from the Class or Settlement Class, pursuant to the procedures set forth in Section 6.3 of the Settlement Agreement and the Class Notice.

Dkt. 99-1, p. 10. Thus, by definition, the proposed Settlement Class is coextensive with the certified Class, which in turn encompasses all members of the California Subclass and FLSA Collective. In conjunction with granting final approval of the Settlement, the Court may properly decertify the California Subclass and FLSA Collective, enter final judgment as to the Settlement Class and Defendants, and dismiss with prejudice all claims asserted in the Action, while retaining jurisdiction to enforce the Settlement Agreement.

A. Settlement Consideration

In exchange for dismissal and release of all claims against Defendants by the Settlement Class, Defendants have agreed to establish a Settlement Fund in an amount no less than \$375,000 and no greater than \$695,000, comprised of the following:

³ This action was ultimately reassigned to Chief Magistrate Judge Joseph C. Spero. Dkt. 110.

1 (1) \$375,000 to be allocated and paid to the Settlement Class in accordance with the terms of
2 the Class Settlement Agreement;

3 (2) incentive payments to the Class Representatives in an amount to be determined by the
4 Court, and not to exceed a combined total of \$20,000; and

5 (3) attorneys' fees and costs, in an amount to be determined by the Court and paid to Class
6 Counsel, not to exceed \$300,000. Dkt. 99-1 § 3.1.

7 Within ninety days of this Court's final approval of the Class Settlement, Defendants agree to
8 pay \$150,000 into the Settlement Fund, followed by monthly payments of \$10,000 until the
9 Settlement Fund is fully paid. Dkt. 99-1 § 3.2. Class Counsel, in its capacity as Settlement
10 Administrator, will hold all funds in, and disperse all funds from, a Settlement Account opened and
11 used solely for the purposes of effectuating this Settlement.

12 Upon final approval of the Class Settlement by the Court, Defendants have also agreed to
13 sign the Joint Stipulation for Conditional Entry of Final Judgment ("Joint Stipulation"), attached as
14 Exhibit 1 to the Settlement Agreement. Dkt. 99-1 § 3.3. The Joint Stipulation requests that the Court
15 enter a Stipulated Judgment in the amount of \$1,000,000 against Defendants, jointly and severally,
16 in the event that (a) Defendants fail to perform any obligation under the Settlement Agreement; (b)
17 Class Representatives have given Defendants written notice specifying the failure to perform; and
18 (c) after the expiration of thirty days following service of such written notice, Defendants have failed
19 to cure the failure to perform. Defendants agree that upon signing the Joint Stipulation, all factual
20 admissions stated therein, including the proposed judgment attached thereto, will have preclusive
21 effect in any future proceeding between either or both Defendants and any Settlement Class
22 Member.

23 Defendant Plehn-Dujowich has also agreed to sign the Stock Pledge and Security Agreement,
24 attached as Exhibit 2 to the Settlement Agreement, upon final approval of the Settlement Agreement
25 by the Court. Dkt., 99-1 § 3.4. Upon signing, Defendant Plehn-Dujowich will pledge and collaterally
26 assign shares in Powerlytics, Inc., to the Settlement Administrator, for the benefit of the Settlement
27 Class. In the event of any default, the Settlement Administrator would be entitled to dispense with
28 the shares and allocate the proceeds to the Settlement Class.

B. Notice to the Settlement Class

Class Counsel, in its capacity as Settlement Administrator, diligently carried out the Notice Program set forth in Section 6 of the Settlement Agreement. Michael Decl., ¶¶6-11; Exs. 2-5, 7. This included disseminating the Class Settlement Notice by mail, email, and WeChat where possible. For those email notices which produced a “failed delivery” notification, Class Counsel took reasonable steps to identify an alternative email address and other means of contact, including through social media (Facebook and LinkedIn). In addition, Class Counsel sent a follow-up email reminder to all Settlement Class Members approximately 10 days before the end of the Claims Period, despite no such reminder notice being required by the Settlement or this Court.

Class Counsel also created a Settlement Website, which provided the Settlement Class with details regarding the Settlement, all relevant Court filings, including Class Representative November 18, 2019 motion for attorneys’ fees, costs, and incentive awards, and the ability to submit and e-sign a claim online. Michael Decl., Ex. 5.

C. Claim Submission, Allocation, and Payment of Settlement Funds

The Settlement creates a Settlement Fund in the total amount of up to \$695,000. The Settlement Fund shall be paid out in the following order:

- (1) Each Class Representative shall be refunded their \$2,413 course fee and shall, subject to Court approval, receive an incentive payment not to exceed a combined total of \$20,000, split amongst the four Class Representatives;
- (2) Any award of attorneys’ fees and costs approved by the Court shall be paid to Class Counsel under the Settlement Agreement, which amount is not to exceed \$300,000;
- (3) The remaining \$365,348 of the Settlement Fund will be paid to the Settlement Class Members who submit a valid and timely Claim, in the order in which the Claims were received by the Settlement Administrator.

Defendants are required by the Settlement Agreement to make an initial payment of \$150,000 within three months of the final approval of the Settlement, and payments of \$10,000 on a monthly basis for approximately five years until the Settlement is paid in full. Dkt. 99-1 § 3.2. All disbursements to the Settlement Class Members shall be made in the order that the Claims were received by Class Counsel (in its capacity as Settlement Administrator). Dkt. 99-1 § 3.5.3. Submitted

1 with the declaration of Class Counsel is an estimated payment schedule, which is subject to change
 2 based on the amounts awarded as attorneys' fees and incentive awards by the Court, and the exact
 3 timing of Defendants' payments.

4 During the 60 day Claims Period, Class Counsel received submission of 132 claims, the vast
 5 majority through the Settlement Website. Michael Decl., ¶¶12-15. Of these, 130 were deemed to be
 6 valid and supported by Reasonable Documentation, as defined by the Settlement Agreement, by
 7 Class Counsel. Michael Decl., ¶13, Ex. 7. Class Counsel did not receive claim submissions from any
 8 of the remaining 109 Settlement Class Members, nor did Class Counsel receive any objections or
 9 requests to opt out of the Settlement. Michael Decl., ¶16.

10 Of the two invalid claims, the first was an online submission of the user-generated claim
 11 input information (i.e. name, contact information, claimed recognized loss, etc.), without a signed,
 12 completed claim form. This information is automatically submitted to Class Counsel upon a
 13 claimant's inputting claim information into the claim portal of the Settlement Website. Immediately
 14 after a claimant provides the information, the Settlement Website populates a Claim form
 15 automatically, and then asks for the claimant to e-sign the claim. In this instance, the prospective
 16 claimant submitted the relevant information, but did not sign the claim form, as is required by the
 17 Settlement Agreement. Despite Class Counsel's repeated attempts to contact the claimant by email
 18 and phone, Class Counsel has not received a completed claim form or Reasonable Documentation
 19 from the claimant. Michael Decl., ¶14. As such, pursuant to the terms of the Settlement, the claim is
 20 per se invalid and the claimant is not entitled to financial compensation from the Settlement Fund,
 21 though he remains a member of the Settlement Class.

22 The second invalid claim was submitted by an individual on behalf of a corporation based in
 23 China, the Education International Cooperation Group Limited ("EIC"). According to the claimant,
 24 EIC entered into an agreement with Defendants to recruit students for the GFDP, in exchange for a
 25 commission fee (a portion of the "course fee" paid by each recruited student). After the GFDP was
 26 discontinued, EIC claims to have refunded 26 of the students it recruited, and now claims to have
 27 been damaged in the amount of \$51,651. Upon receipt of the claim, Class Counsel conferred with
 28 Defendants' counsel, and agreed that EIC did not fit within the definition of the Settlement Class,

1 which is limited to individuals (not corporations) who enrolled themselves (not others) in the GFDP.
 2 Michael Decl., ¶16, Ex. 6. Though the claimant is not entitled to financial compensation under the
 3 Settlement Agreement, neither is it bound by any judgment issued in this case.

4 **D. Settlement Administration**

5 Class Counsel has agreed to serve as the Settlement Administrator for this Settlement. As
 6 Settlement Administrator, Class Counsel has been, and will continue to be, responsible for all
 7 administrative tasks associated with the Settlement, including: (a) arranging for dissemination of the
 8 Class Notices and Claim Forms to Settlement Class Members, in accordance with the Notice
 9 Program; (b) answering inquiries from Settlement Class Members; (c) receiving and maintaining on
 10 behalf of the Court and the Parties any correspondence regarding requests for exclusion from the
 11 Settlement; (d) establishing the Settlement Website that posts Class Notices, Claim Forms, and other
 12 related documents, including privileged access to an unredacted version of the Settlement
 13 Agreement; (e) receiving and processing Claims and distributing cash payments to Class
 14 Representatives, Class Counsel, and Settlement Class Members; and (g) otherwise assisting with
 15 implementation and administration of the Settlement Agreement terms. Dkt. 99-1 § 7.

16 The attorneys' fees incurred in connection with Class Counsel's duties as Settlement
 17 Administrator are intended to be accounted for in the Fee and Expense Award set by the Court at the
 18 final approval hearing. Dkt. 99-1 § 7.2; Dkt. 113. Class Counsel will not be entitled to claim any
 19 additional fees following completion of its duties as Settlement Administrator. *Id.*

20 **E. Incentive Payments, Attorneys' Fees, and Costs**

21 Details concerning Class Representatives' requests for attorneys' fees, costs, and incentive
 22 awards is set forth in their November 18, 2019 motion, which is scheduled to be heard concurrently
 23 with this Motion. Dkt 113. In brief, and to avoid unnecessary repetition, Class Representatives
 24 request the following: Hu shall receive an incentive payment of up to \$6,000; Ramirez shall receive
 25 an incentive payment of up to \$7,000; Ronceria shall receive an incentive payment of up to \$5,000;
 26 Fei shall receive an incentive payment of up to \$2,000; and Class Counsel shall receive \$300,000 in
 27 attorneys' fees. Dkt. 99-1 § 3.5.1; Dkt. 113.

1 Class Representatives incurred \$20,560 in additional attorneys' fees since the filing of their
 2 fee motion on November 18, 2019, for a total amount of reasonable attorneys' fees in excess of
 3 \$553,000. Michael Decl., ¶19.

4 **F. *Cy Pres***

5 No Settlement Funds are to be returned to Defendants. If, after the final settlement
 6 distribution is made to the Settlement Class Members, any portion of the Settlement Fund remains
 7 unclaimed, those monies will, subject to the Court's final approval, be paid to the Parties' agreed-
 8 upon *cy pres* recipient: UC Berkeley Extension, located at 1995 University Ave., Suite 200,
 9 Berkeley, California 94704-7000, subject to the Court's approval in the Final Approval Order. Dkt.
 10 99-1 § 3.5.5.

11 UC Berkeley Extension offers relatively low cost educational opportunities of a nature
 12 similar to that advertised, but not delivered, by Defendants' GFDP. According to information on its
 13 website, UC Berkeley Extension does not receive funding from the University of California, and
 14 donations it receives are used to develop new curricula and educational formats; create and sustain
 15 new public service programs; renovate classroom facilities; and keeping course fees affordable to
 16 low-income students.⁴ Thus, selection of UC Berkeley Extension as the *cy pres* recipient is highly
 17 appropriate, because it offers courses of a nature similar to that which the Settlement Class Members
 18 intended to enroll in when enrolling in the GFDP.

19 **IV. ARGUMENT**

20 **A. The Settlement Class Should Be Certified.**

21 On February 25, 2019, the Court granted Class Representatives' motion for class
 22 certification, concluding that the Class satisfied the four prerequisites of Rule 23(a), and that it also
 23 met the requirements for certification under Rule 23(b)(3). Dkt. 80. Subsequently, on September 16,
 24 2019, the Court granted preliminary approval of this Settlement and amended its earlier certification
 25 order to certify the Settlement Class, which is coextensive with the Class. Dkt. 109. Since then, the
 26 Class definition has not changed, and Class Representatives submit that final certification of the
 27

28 ⁴ UC Berkeley's website may be accessed at the following url:
<https://extension.berkeley.edu/static/about/give/?linkid=footernav>.

1 Settlement Class pursuant to Rules 23(a) and (b)(3), for settlement purposes only, is proper for all
 2 reasons set forth in their earlier class certification motion and in the Court's Orders certifying the
 3 Class and Settlement Class.

4 **B. The Settlement Is Fair, Reasonable, and Adequate.**

5 A class action settlement cannot become binding unless the presiding court determines that it
 6 is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(3). The Ninth Circuit has establish the
 7 following list of factors for courts to consider when evaluating whether a proposed settlement
 8 satisfies this standard: (1) the strength of the plaintiffs' case; (2) the risk, expense, complexity, and
 9 likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4)
 10 the amount offered in settlement; (5) the extent of discovery completed and the stage of the
 11 proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant;
 12 (8) the reaction of the class members to the proposed settlement; and (9) whether the settlement is a
 13 product of collusion among the parties. *Churchill Village, L.L.C. v. General Electric*, 361 F.3d 566,
 14 575-76 (9th Cir. 2004); *see also Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).

15 In addition, when, as here, a proposed settlement class is certified under Rule 23(b)(3), the
 16 class must be given "the best notice that is practicable under the circumstances," and the substance
 17 of that notice must comply with Rule 23(c)(2)(B). The Settlement in this Action satisfies all of these
 18 requirements.

19 **1. Class Representatives' assert meritorious claims.**

20 Class Representatives claims have strong factual foundations: the substance of Defendants'
 21 representations, the falsity of those representations, the nature of the work performed, and the
 22 monetary damages suffered by those that paid Defendants for a service not rendered is apparent, and
 23 is largely undisputed by the Parties. *See, e.g., Plehn-Dujowich Decl.*, ¶¶1-33 [Dkt. 83-1] (Dr. Plehn-
 24 Dujowich admits that he created the GFDP, priced it a manner that undercut his employer, the
 25 University of California, and subsequently became overwhelmed and "shut down"); FAC Exs. A—
 26 U; Zhang Class Cert. Decl., ¶5, Exs. 1-2; Hu Class Cert. Decl., ¶¶3-9; Ramirez Class Cert. Decl.,
 27 ¶¶3-9; Ronceria Class Cert. Decl., ¶¶3-9; Fei Class Cert. Decl., ¶¶3-9.

As result of these facts, Class Representatives are likely to prevail on some or all of claims six through thirteen for false advertising, unfair competition, violation of the California Consumer Legal Remedies Act, fraud, negligent misrepresentation, breach of contract, quantum meruit, and civil theft. Accordingly, they are likely to prove that they are entitled to significant monetary relief, including compensatory damages, penalties, treble damages, punitive damages, attorneys' fees, and costs. *See, e.g.,* Cal. Pen. Code § 496(c); Cal. Civ. Code § 1780(e); *Kim v. Euromotors W./The Auto Gallery*, 149 Cal. App. 4th 170, 181 (2007) (a plaintiff is a "prevailing plaintiff" under the Consumer Legal Remedies Act when he obtains net monetary recovery "because of a judgment or settlement").

Class Representatives' employment claims for unpaid wages and other labor code violations, however, are based on novel theories of employment. Their ability to recover from Defendants under such theories would require that they overcome significant factual and legal challenges in order to establish their status as employees of Defendants. There is considerable uncertainty as to Class Representatives' ability to succeed on these claims. Nevertheless, Class Representatives' ability to recover compensation does not hinge on the success or failure of these more challenging employment claims, as they are nevertheless entitled to substantial compensation as a result of the asserted fraud, breach of contract, and related claims.

2. Proceeding with litigation would be risky and delay recovery.

As with all litigation, success is not guaranteed, including because different jurors may require unknowably different types or volumes of evidence to be convinced at trial. Even assuming liability could be shown at trial, the Settlement Class's ability to recover on any judgment obtained is doubtful, based on Class Counsel's investigation of the financial status of the Defendants. This problem is magnified when taking into consideration the additional attorneys' fees and costs that would be incurred by the Settlement Class if this case were to proceed through trial and/or become subject to any appeal. Based on its detailed investigations, Class Counsel has concluded that the Class Settlement is fair, adequate, and reasonable in light of these and other considerations. Dhillon Decl. [Dkt. 99-6], ¶15.

Class Representatives' ability to maintain certification of the FLSA Collective in relation to the FLSA minimum wage claims also presents considerable risk. For the reasons discussed above,

Class Representatives' ability to prove their status as employees of Defendants faces significant factual and legal challenges. Further, Defendants were in default at the time of the Court's issuance of its order initially certifying the Class. Now that Defendants' defaults have been set aside by the Court (Dkt. 107), Class Representatives may face further challenges pertaining to Class certification.

3. The Settlement is substantial and will provide all claimants with more than a full refund of their "course fees"

Defendants have agreed to pay the Settlement Class Members \$375,000, to be split amongst the Settlement Class in the manner set forth above. Defendants will also pay Class Counsel an amount to be determined by the Court, and not to exceed \$300,000, to compensate the Settlement Class for reasonable attorneys' fees, costs, and expenses incurred in connection with securing the Class Settlement and in serving as Settlement Administrator.

Class Counsel has received 130 valid Claims for compensation. Michael Decl., ¶13. The Settlement will provide each such claimant with a full refund of the amount paid to Defendants in the form of a "course fee" (typically in the amount of \$2,413), plus an additional \$459.81. The vast majority of claimants will receive approximately \$2,870—an excellent result. Michael Decl., Ex. 7.

4. The proceedings are sufficiently advanced to permit final approval of the Settlement, which is also favored by experienced and skilled Class Counsel

Class Representatives initiated this Action in March 2018. Since that time, they and Class Counsel have diligently sought to discover information and evidence relevant to the Class claims asserted in this Action. Such efforts include: Class Representatives' independent efforts to investigate and compile information, correspondence, and other materials prior to retaining counsel; Class Counsel's interviewing of witnesses and pursuit of voluntary production of information and documents by Defendants; Class Counsel's issuance of several subpoenas to third-parties, including Bank of America, Intuit, Massachusetts Institute of Technology, the University of California, and WholeRen, in response to which a majority of the subpoenaed entities produced responsive documents; and the depositions of Defendant Plehn-Dujowich and the CEO of Powerlytics, Inc. Dhillon Decl. [Dkt. 99-6], ¶¶3-8.

The terms of Class Settlement were reached only after the foregoing investigation and discovery took place, and after Class Counsel reviewed documents pertaining to Defendants' financial status. Dhillon Decl. [Dkt. 99-6], ¶15; Dhillon Decl. [Dkt. 113-1], ¶15 (describing Class Counsel's initial skepticism toward Defendants' interest in settlement). Based on Class Counsel's review of the facts, evidence, law, and Defendants' financial information, and in light of Class Counsel's considerable skill and experience, it is Class Counsel's sincere belief that the Class Settlement is fair, adequate, and reasonable. Dhillon Decl. [Dkt. 99-6], ¶18.

5. The Parties provided notice of the proposed Settlement to all appropriate governing bodies.

While no government actor has participated in this Action, all relevant authorities have been notified of the proposed Settlement. Michael Decl., ¶¶2-5, Ex. 1. Indeed, the University of California – an arm of the State of California, and Dr. Plehn-Dujowich's employer at the time of the GFDP operation – has been aware of the facts giving rise to this dispute for nearly three years, as established by communication between the university and Settlement Class Members. FAC Ex. R. Accordingly, such actors have had ample notice and opportunity to participate in this Action.

6. The reactions of Class Members have been entirely positive.

Of the 238 Settlement Class Members, 130 submitted a valid Claim and are entitled to receive substantial compensation pursuant to the terms of the proposed Settlement. Michael Decl., ¶13. None of the Settlement Class Members objected to the Settlement. Michael Decl., ¶16. Likewise, none of the Settlement Class Members requested to opt out of the Settlement. Michael Decl., ¶16. Accordingly, final approval of the Settlement is proper.

7. The Settlement is the Product of Serious, Informed, and Arm's-Length Negotiations

“An initial presumption of fairness is usually involved if the settlement is recommended by class counsel after arm's-length bargaining.” *Harris v. Vector Mktg. Corp.*, No. C-08-5198 EMC, 2011 WL 1627973, at *8 (N.D. Cal. Apr. 29, 2011) (citation omitted); *see also Rodriguez v. W. Publishing*, 563 F.3d 948, 965 (9th Cir. 2009) (“We put a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution.”).

Here, Class Representatives and Class Counsel have worked diligently for nearly two years prior to agreeing to the terms of the proposed Class Settlement. The Parties were at all times adversarial, and past attempts at reaching a resolution, including through private mediation, had failed. Dhillon Decl. [Dkt. 60-2], ¶14. Class Counsel is well-apprised of the facts of this case, has reviewed financial information and documents disclosed by Defendants prior to reaching the terms of Settlement, and enthusiastically supports the proposed Settlement. Dhillon Decl. [Dkt. 99-6], ¶18.

C. Notice to the Settlement Class Has Satisfied the Requirements of Rule 23

Rule 23 requires that the best notice practicable be sent to all class members who will be bound by the proposed Settlement if they have not opted out. See Fed. R. Civ. P. 23(c)(2)(B), (e)(1). *See, e.g., Lewis v. Wells Fargo & Co.*, 669 F. Supp. 2d 1124, 1129 (N.D. Cal. 2009) (noting that email is likely to be just as, if not more, likely to effectuate notice than first class mail); *Noll v. eBay, Inc.*, 309 F.R.D. 593, 601 (N.D. Cal. 2015) (permitting notice to class by email); *Evans v. Linden Research, Inc.*, No. C-11-01078 DMR, 2014 WL 1724891, at *3 (N.D. Cal. Apr. 29, 2014) (same); *Fuentes v. Compadres, Inc.*, No. 17-cv-01180-CMA-MEH, 2018 WL 2126840, at *7 (D. Colo. May 9, 2018) (concluding that social media was an efficient method, particularly where potential opt-ins are young and transient, because email and physical addresses may not be reliable or durable forms of contact); *Woods v. Vector Mktg. Corp.*, No. C-14-0264 EMC, 2015 WL 1198593, at *5 (N.D. Cal. Mar. 16, 2015) (approving the use of Facebook to supplement notice methods, finding it particularly useful where most potential opt-ins are college-aged).

As detailed in the Declaration from Gregory R. Michael, Class Counsel faithfully executed the notice program approved by the Court at the preliminary approval stage, and in fact exceeded such requirements, including by sending a reminder notice approximately 30 days prior to the close of the Claims Period. Accordingly, the notice requirement of Rule 23 has been amply satisfied and final approval of the Settlement is proper.

V. CONCLUSION

For the foregoing reasons, Class Representatives respectfully request that the Court grant the Motion for Final Approval of the Class Settlement.

Date: January 24, 2020

Respectfully submitted,

DHILLON LAW GROUP INC.

By: /s/ Harmeet K. Dhillon

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Attorneys for Plaintiffs and Settlement Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

QIUZI HU, an individual, **EDWIN RAMIREZ**,
an individual, **IVAN RONCERIA**, an individual,
WENZHI FEI, an individual, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

JOSE M. PLEHN-DUJOWICH, a.k.a. **JOSE
M. PLEHN**, an individual; **BIZQUALIFY LLC**,
a California limited liability company; and
POWERLYTICS, INC., a Delaware corporation,

Defendants.

Case Number: 3:18-cv-01791-JCS

Honorable Joseph C. Spero

**DECLARATION OF GREGORY R.
MICHAEL IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
SETTLEMENT**

Date: February 14, 2020

Time: 2:00 p.m.

Courtroom: G

1 I, Gregory R. Michael, declare as follows:

2 1. I am an attorney in good standing, duly admitted to practice before all Courts of the
3 State of California since 2015. I am an associate of the Dhillon Law Group Inc., counsel of record for
4 Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei (“Class Representatives”) and
5 Class Counsel. I have personal knowledge of the matters set forth herein, and if called as a witness
6 could and would competently testify thereto.

7 **CLASS ACTION FAIRNESS ACT NOTICE**

8 2. On or around August 19, 2019, my office provided Defendants Jose M. Plehn-
9 Dujowich and BizQualify, LLC’s counsel, Loren Kieve, Esq., with addressed envelopes containing a
10 flash drive of pdf copies of the original Complaint (Dkt. 1), First Amended Complaint (Dkt. 40), the
11 Joint Stipulation dismissing all claims against former defendant Powerlytics, Inc. (Dkt. 77), this
12 Court’s order certifying this case as a class action (Dkt. 80), this Court’s order rescinding
13 authorization to disseminate class notices pending a ruling on Defendants’ motion to set aside defaults
14 (Dkt. 84), the Parties’ Joint Motion for Preliminary Approval of Class Action Settlement and
15 supporting materials (Dkt. 99), a copy of the Class Settlement Agreement (Dkt. 99-1), the class notice,
16 claim forms, and opt-out notice forms (Dkts. 99-2, 99-3, 99-4) .

17 3. On August 20, 2019, I received electronic service of Defendants’ counsel’s
18 certification that the envelopes had been mailed out, in compliance with 28 U.S.C. § 1715(b)
19 (“CAFA”). Dkt. 103.

20 4. In the days and weeks thereafter, Mr. Kieve indicated that he received requests for
21 clarification from some of the recipients of the CAFA notice materials. It then became apparent that
22 the Parties failed to include an explanatory cover letter along with the flash drives.

23 5. To remedy this situation, on September 6, 2019, my office sent by U.S. mail a second
24 set of CAFA notices to all those persons and entities listed in Mr. Kieve’s CAFA certification (Dkt.
25 103, pp. 2-6). The notice materials included (1) an explanatory cover letter, a true and correct copy of
26 which is attached here as **Exhibit 1**; and (2) a flash drive with the same materials included in the
27 earlier notice.
28

CLASS NOTICE

6. The Court approved the Parties' request that my firm, Dhillon Law Group Inc., serve as Settlement Administrator in connection with the Class Settlement. Dkt. 109.

7. Pursuant to Section 6.1 of the Settlement Agreement, my office faithfully carried out the Notice Program. In total, 238 Settlement Class Members were provided with Class Notice. Of these, all but 109 submitted timely, valid claims. With respect to the 109 individuals who did not submit claims, notice was sent by email, mail, and/or through my independent efforts to contact these individuals through social media, including LinkedIn and Facebook. Unfortunately, Class Counsel is unaware of any WeChat or physical mailing address for the vast majority of the 109 individuals that failed to submit a claim, and notice could not be given to these persons through such means. Nevertheless, fair, adequate, and reasonable notice was provided to each of these 109 individuals on at least two separate occasions by email, none of which resulted in any failed delivery notifications being received by Class Counsel.

8. A detailed description of Class Counsel' efforts to provide notice to the Settlement Class follows:

Email/WeChat/Electronic Notice:

a. On October 21, 2019, I sent by email the Class Notice, Claim Form, and Opt-Out Form to all 243 email addresses associated with Defendants' Global Financial Data Project. Of these email addresses, 238 are believed to correspond to unique, individual participants in the GFDP. After sending out this email, I received an automatically generated email notification indicating that the email failed to deliver to 16 of these email addresses. A true and correct copy of the original email and the corresponding failed delivery notification is attached here as **Exhibit 2**.

b. Of the 16 failed email deliveries, we were able to identify 3 as resulting from typographical errors. Accordingly, that same day, we sent corrected email notices to each of these three email addresses. All three of the individuals associated with these email addresses submitted timely, valid Claims. A true and correct copy of the corrected email notices are attached here as **Exhibit 3**.

c. With respect to the remaining 13 failed email deliveries, I attempted to locate persons I

believed to be owners of these email addresses on social media, including via WeChat, LinkedIn, and Facebook. As a result of these and other efforts (including Class Representatives' independent efforts to contact known former-participants of the GFDP), 5 of the 13 received some form of notice and submitted timely, valid claims.

d. The 8 remaining email addresses for which email notification failed are the following: yuanfeih@iastate.edu (Yuanfei He); ugoreb@berkeley.edu (Ugo Rebecchini); huayiw1@uci.edu (Huayi Wang); 461945536@qq.com (Yanhan Wu); u565339312@anu.edu.au (Zhaohan Zhang); zhangxicheng@eiceducation.com.cn (no confirmed name); hcbdoctor@gg.com (no confirmed name); and kiate426@foxmail.com (no confirmed name). With the exception of Zhaohan Zhang, Class Counsel is unaware of any physical address or WeChat username associated with these email addresses/individuals. Class Counsel is aware of a physical address in Shenzhen, China that may correspond to Zhaohan Zhang. As set forth below, the Class Notice was mailed to Mr. Zhang at that address.

i. I was able to locate the person I believe to be Yuanfei He on LinkedIn and sent him a link to Settlement Website. Mr. He acknowledge receipt of my message, but did not submit a claim for compensation.

ii. I also was able to locate the person I believe to be Ugo Rebecchini on Facebook. I sent Mr. Rebecchini a link to the Settlement Website through Facebook, but I did not receive any message in response, nor did my office receive a claim from Mr. Rebecchini.

iii. Though I attempted to identify the other individuals associated with the remaining email addresses, I was unable to do so. Having exhausted all reasonable efforts of providing electronic notice to these individuals, no further notice efforts were taken as to the above 8 identified persons/email addresses.

e. Though not required by the Settlement Agreement, on December 9, 2019, I sent a second email notice to all emails known to be associated with the GFDP as a reminder to submit claims prior to the December 20, 2019 deadline. A true and correct copy of this email is attached here as **Exhibit 4**.

Mail Notice:

9. On October 21, 2019, my office's staff (at my direction) mailed a copy of the Class Notice, claim form, and opt-out form to all 67 Settlement Class Members with known physical mailing addresses. Of these, 24 were returned to my office unopened. Email notice was also attempted on all such persons, as discussed above. My office received timely claims from all but 10 of these 67 individuals.

Settlement Website:

10. Prior to October 21, 2019, I developed the Settlement Website, which was hosted on my law firm's primary website during the entirety of the Class Notice Period and through the date of this declaration at the following url: <https://www.dhillonlaw.com/globalfinancialdataportals/>. While the claim submission portal on the Settlement Website is no longer active, it remained active from October 21, 2019 through December 20, 2019, enabling Settlement Class Members to submit and sign a Claim online. The vast majority of Claims submitted to my firm were submitted via the Settlement Website.

11. The following material was easily accessible to view and download on the Settlement Website for the entirety of the Class Notice Period, and remains accessible as of the date of this declaration: Class Notice; Claim Form; Opt-Out Form; First Amended Complaint; the Court's order granting preliminary approval of the Class Action Settlement; the Class Settlement Agreement; and Class Representative's recent Motion for Attorneys' Fees, Expenses, and Incentive Awards (available online as of November 26, 2019), along with additional information about the case and claims submission process. True and correct pdf prints of the Settlement Website and claims submission portal are attached here as **Exhibit 5**. All text appearing in blue on the Settlement Website is hyperlinked to the referenced material.

CLAIMS, OBJECTIONS, OPT-OUTS

12. Class Counsel, in its capacity as Settlement Administrator, received 131 completed claim submissions and 1 partial, unsigned claim. Of these, all but 2 were deemed to be valid, timely claims by Class Counsel, in its capacity as Settlement Administrator and following reasonable, diligent efforts to verify the same.

1 13. Each of the 130 Claims found to valid were signed, completely filled out, and
2 supported by Reasonable Documentation, as defined by the Settlement Agreement.

3 14. Of the two invalid claims, the first was an online submission of the user-generated
4 claim input information (i.e. name, contact information, claimed recognized loss, etc.), without a
5 signed, completed claim form. This information is automatically submitted to Class Counsel upon a
6 claimant's inputting claim information into the claim portal of the Settlement Website. Immediately
7 after a claimant provides the information, the Settlement Website populates a Claim form
8 automatically, and then asks for the claimant to e-sign the claim. In this instance, the prospective
9 claimant submitted the relevant information, but did not sign the claim form, as is required by the
10 Settlement Agreement. Despite Class Counsel's repeated attempts to contact the claimant (Yu Bao) by
11 email and phone, Class Counsel has not received a completed claim form or Reasonable
12 Documentation from the prospective claimant. As such, pursuant to the terms of the Settlement, the
13 claim is invalid and the claimant is not entitled to financial compensation from the Settlement Fund,
14 though he remains a member of the Settlement Class.

15 15. The second invalid putative claim was submitted by an individual on behalf of a
16 corporation based in China, the Education International Cooperation Group Limited ("EIC").
17 According to the claimant, EIC entered into an agreement with Defendants to recruit students for the
18 GFDP, in exchange for a commission fee (a portion of the "course fee" paid by each recruited
19 student). After the GFDP was discontinued, EIC claims to have refunded 26 of the students it
20 recruited their course fees, and now claims to have been damaged in the amount of \$51,651. Upon
21 receipt of the claim, Class Counsel conferred with Defendants' counsel, and agreed that EIC did not
22 fit within the definition of the Settlement Class, which is limited to individuals (not corporations) who
23 enrolled themselves (not others) in the GFDP. Though the claimant is not entitled to financial
24 compensation under the Settlement Agreement, neither is it bound by any judgment issued in this
25 case. A copy of counsel's correspondence regarding this putative claim is attached here as **Exhibit 6**.

26 16. My office did not receive service of any objections to the Settlement Agreement or any
27 requests to opt out of the Settlement.
28

ALLOCATION AND ESTIMATED DISTRIBUTION SCHEDULE

17. Attached here as **Exhibit 7**, is a pdf printout of Class Counsel's excel file pertaining to the claims processing, allocation, and distribution of the Settlement. Specifically, pages two through four of Exhibit 7 lists each of the 130 Settlement Class Members who submitted a valid Claim, as well as each claimant's recognized loss and estimated compensation amount and date. Pages five through twelve of Exhibit 7 lists the 109 known Settlement Class Members who were provided with notice of the Settlement but who did not submit a timely, valid Claim.

18. The payment amounts and dates of distribution set forth in Exhibit 7 are approximations, only. The amounts and distribution dates are subject to change based on a variety of circumstances, including whether and in what amount the Court approves Class Representatives' request for attorneys' fees and incentive awards, whether Defendants make settlement payments on or before the required dates, and the precise timing of the issuance of any Final Approval Order by the Court.

ADDITIONAL ATTORNEYS' FEES

19. Since the filing of Class Representatives' motion for attorneys' fees, expenses, and costs on November 19, 2019 (Dkt. 113), Class Representatives have incurred additional attorneys' fees in connection with my efforts to verify claims, communicate with Settlement Class Members, determine and estimate payment distributions, and to draft and file this Motion for Final Approval. According to our billing records, I spent 51.4 hours on these litigation and settlement administration tasks from November 20, 2019 through the date of this declaration. My usual hourly rate during this period was \$400 per hour. Accordingly, Class Representatives incurred \$20,560 in fees during this period, in addition to the \$533,095.50 in fees incurred prior to November 19, 2019 (set forth in Class Representatives' fee motion, *see* Dkt. 113, 113-1, for a total amount of reasonable attorneys' fees in excess of \$553,000.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: January 24, 2020

By:



Gregory R. Michael

EXHIBIT 1



Harmeet K. Dhillon
Harmeet@DhillonLaw.com

September 5, 2019

Via U.S. Mail

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**Re: *Hu et al. v. Plehn-Dujowich et al.*, Case No. 3:18-cv-01791-EDL
U.S. District Court, Northern District of California**

Dear Federal or State Official:

Pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, the Parties in the above-captioned case write to notify your office of a proposed class action settlement that may affect persons in your jurisdiction. This law firm represents the Plaintiffs in this action, along with the certified Class, California Subclass, and Federal Labor Standards Act.

Your office may have received a USB flash drive in the mail sent from Defendants' counsel, Loren Kieve, in or around late-August 2019, which mistakenly omitted an explanatory cover letter. As a result of this oversight on our part, we are resending the enclosed materials along with this cover letter. If your office requires any further clarification, please contact my associate, Gregory R. Michael, by phone, (415) 682-6825, or email, gmichael@dhillionlaw.com.

On August 9, 2019, the Parties filed a Joint Motion for Preliminary Approval of Class Action Settlement, along with supporting documentation. The proposed Settlement seeks certification of a Settlement Class. The Settlement Class will comprise approximately 240 persons who enrolled or participated in the online "Global Financial Data Project," which Plaintiffs allege was created and conducted by Defendants Jose M. Plehn-Dujowich and BizQualify, LLC, and allege that it was fraudulently advertised as being operated by the University of California.

The specific physical whereabouts of the majority of putative Settlement Class members is unknown to the Parties, though a significant number are believed to reside permanently in China and/or other foreign nations. Nevertheless, putative members of the Settlement Class may or may not reside within your department's jurisdiction. Accordingly, we are providing your department with the enclosed materials, pursuant to CAFA.

Pursuant to the proposed Settlement, Defendants have agreed to commit up to \$695,000 to a Settlement Fund in exchange for a release and dismissal of all claims. This Settlement Fund is to be comprised of the following: (1) \$375,000 to be allocated and paid to the Settlement Class

September 5, 2019
Page 2 of 2

in accordance with the terms of the Class Settlement Agreement; (2) incentive payments to the Class Representatives in an amount to be determined by the Court, and not to exceed a combined total of \$20,000; and (3) attorneys' fees and costs, in an amount to be determined by the Court, to be paid to Class Counsel, and not to exceed \$300,000.

Enclosed with this letter is a USB flash drive containing all disclosures required by CAFA, including the following:

- the operative First Amended Complaint;
- the Order certifying the Class, California Subclass and FLSA Collective;
- the proposed class Settlement agreement;
- proposed class notice and claim forms;
- the Parties' joint motion for preliminary approval of the Settlement; and
- a roster of putative members of the proposed settlement class, along with all physical addresses known by the Parties.

The Parties' motion for preliminary approval of the Class Settlement is scheduled to be heard by the U.S. District Court, Northern California on September 10, 2019 at 9:00 a.m., at 450 Golden Gate Avenue, San Francisco, California, Courtroom E. There are no other judicial hearings scheduled in this matter. There are no other agreements between class counsel and counsel for Defendants, there are no final judgments in this matter, and there are no written judicial opinions relating to the materials described under 28 U.S.C. §§ 1715(b)(3)-(6).

We appreciate your time and attention to this matter, and we sincerely apologize for any confusion caused by the earlier communication which mistakenly omitted a cover letter. If you have any questions regarding the enclosed materials or the proposed Settlement, please contact me or my associate, Gregory R. Michael.

Regards,

A handwritten signature in blue ink, appearing to read "Harmeet K. Dhillon". The signature is fluid and cursive, with the first name "Harmeet" being more prominent.

Harmeet K. Dhillon

DHILLON LAW GROUP INC.

177 POST STREET, SUITE 700 | SAN FRANCISCO, CA 94108 | 415.433.1700 | 415.520.6593 (F)

EXHIBIT 2

From: Gregory Michael (DhillonLaw) gmichael@dhillonlaw.com
Subject: Global Financial Data Project Class Action Settlement Notice

Date: October 21, 2019 at 2:15 PM

To: GFDP Settlement - DLG GFDPsettlement@dhillonlaw.com

Bcc: anaisaddad@berkeley.edu, aaronaltman@email.arizona.edu, bbach@berkeley.edu, gipson.bachman@gmail.com, 705003276@qq.com, rmbindra@ucdavis.edu, cz941223@163.com, cenliting0420@hotmail.com, ch2uicu@126.com, andyc0428@gmail.com, solitarydorothy@gmail.com, chenjiakun95@163.com, khenlf@126.com, chensiyu0437@126.com, chenycf@163.com, 13622284180@163.com, yijun.chen.business@outlook.com, chenyx225@mail2.sysu.edu.cn, 1074448613@qq.com, wy1990@berkeley.edu, lidai@my.smccd.edu, yqi.dai@outlook.com, estelle05@163.com, dingevan010@hotmail.com, zding@berkeley.edu, 1310120106@pku.edu.cn, jiacong@gmail.com, 18982028281@163.com, ernstj@kenyon.edu, 1758673686@qq.com, wfei@ucsc.edu, s08feng@gmail.com, jessicayingfu@berkeley.edu, yiminfu@berkeley.edu, gao.697@osu.edu, davidberkeley562@berkeley.edu, tgou@email.wm.edu, gyh_hyo@hotmail.com, devinahalim@berkeley.edu, hanqinjiaozi@gmail.com, yoojeonghan@ucla.edu, 672543852@qq.com, haoyunda16@163.com, jingzehe@yahoo.com, ivyranh@gmail.com, hhx96@yahoo.com, yuanfeih@iastate.edu, alexander.ho@berkeley.edu, 81alexander.ho@gmail.com, hyejin8@g.ucla.edu, hxl3416833@gmail.com, jingruhu@foxmail.com, iris.hu@berkeley.edu, hulinhan2013@tamu.edu, vanessaqhu@gmail.com, 935464383@qq.com, jiaxinh.evey@gmail.com, hih9412@163.com, kaoru_alice@icloud.com, jay.iyer@berkeley.edu, 164147205@qq.com, yjia757@gmail.com, jiaayuchen1996@163.com, missjiangjialiang@126.com, jiangsicong1073@163.com, yuyan143@foxmail.com, 970514403@qq.com, aseemk@berkeley.edu, wfkiang@berkeley.edu, jonathanpo.lai@mail.utoronto.ca, vivianlai7195@gmail.com, 2582031777@qq.com, brainlei1309@163.com, tessleung0428@berkeley.edu, anyuli@berkeley.edu, daidail9091@gmail.com, li.4443@buckeyemail.osu.edu, Muyao.L@outlook.com, li.aria@yahoo.com, ericltl@berkeley.edu, belove1994@126.com, 1397615243@qq.com, lixinyuayu@163.com, li.6586@buckeyemail.osu.edu, 1143856084@qq.com, yuanli@berkeley.edu, missleetseyin@gmail.com, yiwenSuk@gmail.com, 619037565@qq.com, zliao@ruc.edu.cn, linjiayu2399@163.com, LINL00925@GMAIL.COM, runlin@ucdavis.edu, sixuan.liu@berkeley.edu, charlesatlifegmail.com, changl3@illinois.edu, chuanhui.liu@qq.com, liuqianhui216@gmail.com, sulini@hotmial.com, yarusophia@mail.utoronto.ca, lyfttcliu06@hotmail.com, 353467310@qq.com, 358965200@qq.com, lbc9412@163.com, yuki-lmylmy@hotmail.com, fatehoro@gmail.com, williamluochen@berkeley.edu, daseinhitori@outlook.com, ruizema1@gmail.com, ma.1222@osu.edu, mmao@berkeley.edu, dmart039@ucr.edu, hmiyawaki@g.ucla.edu, shaulnirpaz@berkeley.edu, s_niu@uncg.edu, rjpan14@fudan.edu.cn, srpan@ucla.edu, kevin.pang@berkeley.edu, yj.park@berkeley.edu, lulupeng@pku.edu.cn, 873677045@qq.com, qiur2@uw.edu, edalrami@gmail.com, ugoreb@berkeley.edu, rench2an@163.com, 736212153@qq.com, renyxuan09@126.com, arietdyk@berkeley.edu, ivan.ronceria@knights.ucf.edu, shannan2016@126.com, lingyunshao0454@163.com, lenka.s@berkeley.edu, shixiaohan2309@126.com, pokhins@gmail.com, 14307110048@fudan.edu.cn, songyaxuan0565@163.com, su960103@hotmail.com, carenerica@berkeley.edu, sunhaohao1126@163.com, sunxiaoqingchloe@gmail.com, isaihtan@berkeley.edu, oliviatang9658@163.com, xt23@nau.edu, 479401038@qq.com, tommy.tang.1220@gmail.com, tommy.tang.1220@gmail.com, orchicoccus@gmail.com, ivyntran@gmail.com, gary.vartanian@gmail.com, gary.vartanian@gmail.com, 429351274@qq.com, wan.152@osu.edu, 110s758@gmail.com, wangzhicong@berkeley.edu, wangzhicong7@gmail.com, davidtw@berkeley.edu, m.w.wang1992@gmail.com, 3036165651@qq.com, 524906245@qq.com, huayiw1@uci.edu, twang@averoinc.com, wangyiwei036@gmail.com, 835523862@qq.com, wangsy0202@yeah.net, junwang@my.smccd.edu, whydaniel1993@gmail.com, 649154930@qq.com, ywang478@illinois.edu, wangshiyun1996@gmail.com, wang.8549@osu.edu, wangyiwei036@gmail.com, ywang478@illinois.edu, shaojin_wei@berkeley.edu, 449217496@QQ.com, 710076163@qq.com, 704366125@qq.com, 461945538@qq.com, jingwu6@illinois.edu, xyf19971003@yahoo.com, 810786159@qq.com, Helena.xl.xiao@gmail.com, angelaxtao@gmail.com, 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syzhou410@gmail.com, sicilyzhu@foxmail.com, zhu.1606@osu.edu, 474475913@qq.com, jzhu72@illinois.edu, 549022637@qq.com, jiahaozhu0310@gmail.com, wangyang.bj@jil.cn, 13466659801@126.com, zhangxicheng@eiceducation.com.cn, yjia757@gmail.com, ytang.612@gmail.com, LGiammona@dhillonlaw.com, GMichael@dhillonlaw.com, harmmeet@dhillonlaw.com, Gregory Michael (DhillonLaw) GMichael@dhillonlaw.com

IMPORTANT LEGAL NOTICE

QIUZI HU, an individual, EDWIN RAMIREZ, an individual, IVAN RONCERIA, an individual, WENZHI FEI, an individual, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Case Number: 3:18-cv-01791-EDL

NOTICE OF CLASS ACTION SETTLEMENT

JOSE M. PLEHN-DUJOWICH, a.k.a. JOSE M. PLEHN, an individual; BIZQUALIFY LLC, a California limited liability company; and POWERLYTICS, INC., a Delaware corporation,

Defendants.

A United States federal court authorized the distribution of this Notice to you. This is not a solicitation from a lawyer.

If you participated in the Global Financial Data Project you may be eligible to receive benefits from a class action settlement.

Your legal rights are affected whether or not you act. Please read this Notice carefully.

WHAT IS THIS NOTICE?

A proposed Class Action Settlement has been reached in a class action lawsuit involving Jose M. Plehn-Dujowich and BizQualify LLC, captioned *Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL (the “Action”) pending in the United States District Court, Northern District of California. A Federal Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who is eligible to receive them.

Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei (“Plaintiffs” or “Class Representatives”) have sued Defendants Jose M. Plehn-Dujowich and BizQualify LLC (“Defendants”) for their alleged violations of California Labor Code, the federal Fair Labor Standards Act (“FLSA”), fraud, false advertising, breach of contract, unfair competition, and related claims, in connection with the Global Financial Data Project (“GFDP”), an online course operated by the Defendants. Plaintiffs have voluntarily dismissed all claims against former-defendant Powerlytics, Inc., which is no longer a defendant in this action. You have received this Notice because Defendants’ records show that you participated in the GFDP during the relevant period. Accordingly, you should read this Notice carefully, because it will affect your rights. The Parties have agreed to settle the Action in its entirety.

The Settlement Class includes all persons who participated in the Global Financial Data Project.

Because you have been identified as a potential Settlement Class member, at this time you have the following choices:

WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?	
SUBMIT A CLAIM FORM	If you submit a Claim Form, you will give up the right to sue Defendants in a separate lawsuit about the claims this Settlement resolves. The deadline to submit a Claim Form is December 20, 2019 .
ASK TO BE EXCLUDED (OPT-OUT)	If you decide to exclude yourself (“opt-out”), you will keep the right to sue Defendants in your own separate lawsuit about the claims this Settlement resolves, but you give up the right to receive the benefits this Settlement provides. The deadline to request exclusion from the Settlement Class is December 20, 2019 .
OBJECT TO THE SETTLEMENT	If you do not exclude yourself from the Settlement Class, you may object to the Settlement by following the procedures below and submitting your specific objection in writing to the Court. The deadline to object to the Settlement is December 20, 2019 .
DO NOTHING	If you do nothing, you will not receive the benefits that this Settlement provides and you will give up the right to sue Defendants in a separate lawsuit about the claims this Settlement resolves.

 ABOUT THE CLAIMS AND SETTLEMENT AGREEMENT.

WHY DID I GET THIS NOTICE?

Defendants' records show that you previously participated in the Global Financial Data Project and are a class member of this lawsuit. This Notice explains that the Court has allowed, or "certified," a class action lawsuit and preliminarily approved a Class Settlement that may affect you. You have legal rights and options that you may exercise.

The United States District Court for the Northern District of California is overseeing this case. The lawsuit is known as *Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL.

WHAT IS THIS CASE ABOUT?

Plaintiffs filed a lawsuit against Defendants Jose M. Plehn-Dujowich and BizQualify LLC on March 22, 2018, and amended the lawsuit on July 31, 2018 to join Defendant Powerlytics, Inc. as a defendant. Plaintiffs have since voluntarily dismissed all claims asserted against Powerlytics, Inc., which is no longer a defendant in this lawsuit. The operative First Amended Complaint asserts that Defendants made material misrepresentations with respect to the Global Financial Data Project, advertising the project as being operated, sponsored, endorsed, or affiliated by the University of California, Berkeley and/or the University of California, Los Angeles; that Defendants made certain false promises to provide meaningful educational instruction, a certification, and a letter of recommendation; that Defendants took, under false pretenses, money from those participating in the project, in the form of a course fee; and that Defendants entered into an employer-employee relationship with those who enrolled in Defendants' Global Financial Data Project and performed work for Defendants in connection thereto, including by collecting financial data on U.S. and foreign businesses. Accordingly, Plaintiffs allege that Plaintiffs and all those similarly situated are entitled to monetary damages, liquidated damages, penalties, injunctive relief, interest, costs, attorneys' fees, and expenses. The Court has allowed this case to proceed as a class action on behalf of the following Class of persons:

- **Class:** All persons who enrolled in the Global Financial Data Project. Excluded from the Settlement Class are Defendants' officers and directors and the immediate families of the Defendants' officers and directors. Also excluded from the Settlement Class are the Defendants' legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

The Parties now agree to settle the Action in its entirety. The Parties intend the Settlement to bind the Class Representatives, Defendants, and all Settlement Class Members. The Settlement Class is defined to include the following persons:

- **Settlement Class:** All Class Members, including Class Representatives, who do not exclude themselves from the Class or Settlement Class, pursuant to the procedures set forth in Section 6.3 of the Settlement Agreement and the Class Notice.

WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people, called "Class Representatives" (in this case, Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei), sue on behalf of other people who have similar claims. These people together are a "class" or "class members." The plaintiffs who initially sued, and all the class members like them who do not opt-out of the litigation, are called the plaintiffs. The person and companies they sued are called the defendants (in this case Defendants Jose M. Plehn-Dujowich and BizQualify LLC). One Court resolves the issues for everyone in the class, except for those people who choose to exclude themselves from the class (or "opt-out").

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to this Settlement, in order to avoid the cost and burden of further litigation and so the Settlement Class Members can receive benefits. The Class Representatives and their attorneys believe the Settlement is a fair and reasonable resolution of the claims asserted in this lawsuit.

HOW DO I KNOW IF I AM A PART OF THE SETTLEMENT?

You are a part of the Settlement Class if you participated in the Global Financial Data Project operated by Defendants, at any point in time, and regardless of whether you paid any enrollment fee. Those Settlement Class Members that paid an enrollment fee may be eligible to receive greater compensation than those Members who did not pay a fee.

Excluded from the Settlement Class are Defendants' officers and directors and the immediate families of the Defendants' officers and directors. Also excluded from the Settlement Class are the Defendants' legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

WHAT IF I AM STILL NOT SURE IF I AM A PART OF THE SETTLEMENT?

If you are not sure whether you are included in the Settlement Class, you can contact Class Counsel, which will be serving as the Settlement Administrator:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: GFDPsettlement@dhillonlaw.com;

You may also visit the Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject, for additional information.

HOW DO I KNOW IF I AM ELIGIBLE FOR MONETARY SETTLEMENT BENEFITS?

All Settlement Class Members who submit timely, valid Claim Forms will be eligible to receive monetary benefits. However, the Settlement Agreement also gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a "course fee" to enroll in the GFDP. To learn more about submitting a Claim Form, see below, or visit the Settlement Website at: www.dhillonlaw.com/GlobalFinancialDataProject.

WHAT ARE THE SETTLEMENT BENEFITS?

The Settlement creates a Settlement Fund in the total amount of up to \$695,000. Of the total Settlement Fund, \$375,000 shall be allocated amongst the Settlement Class Members and Class Representatives. The Settlement Fund shall be paid in the following order:

- (1) Payment for general releases and services provided by Class Representatives. Each Class Representative shall be refunded their \$2,413 course fee and shall, subject to Court approval, receive an incentive payment not to exceed a combined total of \$20,000, split amongst the Class Representatives;
- (2) Any award of attorneys' fees and costs as approved by the Court to Class Counsel under the Settlement Agreement, which amount is not to exceed \$300,000;
- (3) Cash benefits to the Settlement Class Members who submit a valid and legitimate Claim Form shall be eligible to receive a portion of the remaining Settlement Fund (i.e. a portion of \$345,348) in accordance with the information provided below.

The Settlement Agreement gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a "course fee" to enroll in the GFDP.

Accordingly, if the total amount of documented “course fees” paid by Settlement Class Members **is equal to or greater than** \$345,348, those Settlement Class Members who fail to submit documentation of any “course fee” will not receive any settlement payment, while those who do submit such documentation will receive a pro rata share of the remaining Settlement Fund, based on the amount he or she paid in comparison to the amounts paid by all other claimants.

If the total amount of documented “course fees” paid by Settlement Class Members is **less than** \$345,348, then the funds will be split as follows: all those who submitted proof of payment of a “course fee” will be entitled to a full refund of the amount paid, and pro rata split of any remaining funds; those who do not submit such proof will be entitled to receive a pro rata split of any funds remaining after the refunds of course fees have been allocated to the other claimants.

All disbursements to the Settlement Class Members shall be made in the order that the Valid Claim Forms were received by the Settlement Administrator. Under the Settlement Agreement, Defendants are required to make payments on an ongoing basis over no less than five years. Accordingly, those Settlement Class Members that submit a Valid Claim earlier, will be eligible to receive payment earlier, following the final approval of the Settlement by the Court.

Additionally, the Parties have agreed that Defendants will provide certain assurances that they will fully perform their obligations under the Settlement Agreement, including making all settlement payments in a timely manner. Specifically, upon final approval of the Settlement by the Court, Defendants have agreed to do the following: (1) Defendant Plehn-Dujowich will execute a stock pledge and security agreement pledging 50,000 shares of Series A1 Preferred Stock and 100,000 shares of Series A2 Preferred Stock in Powerlytics, Inc. to the Settlement Administrator, for the benefit of the Settlement Class; and (2) Defendants will stipulate to entry of a final judgment of \$1,000,000 which will be entered by the Court in the event that Defendants default on any obligation under the Settlement Agreement. In the event Defendants default on any Settlement obligation, and funds are collected through the sale of the shares or enforcement of the stipulated judgment, such funds will be distributed to Class Representatives, Class Counsel, and the Settlement Class pursuant to the Settlement Agreement and as directed by the Court.

The Parties have filed certain portions of the Settlement Agreement under seal with the Court. Any Settlement Class Member wishing to review the sealed portions of the Settlement Agreement may do so by requesting access from the Settlement Administrator and agreeing to maintaining the confidentiality of all material sealed by the Court.

HOW DO I GET BENEFITS AND WHEN ARE THE CLAIM FORMS DUE?

In order to receive monetary benefits under this Settlement, Settlement Class Members should submit a Claim Form to Class Counsel, which is also serving as the Settlement Administrator. Claim Forms must be submitted or postmarked by **December 20, 2019**, and may be submitted online via the Settlement Website www.dhillonlaw.com/GlobalFinancialDataProject, or by mail to the Settlement Administrator at:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.

Krista L. Baughman, Esq.

Gregory R. Michael, Esq.

177 Post Street, Suite 700

San Francisco, CA 94108

United States of America

Telephone: +1 (415) 433-1700

Facsimile: +1 (415) 520-6593

Email: GFDPsettlement@dhillonlaw.com;

Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject

To receive a payment, you must submit a timely Claim Form with information or documentation sufficient to establish that you participated in the Global Financial Data Project and/or paid a course enrollment fee for the same, and comply with the instructions set forth in the Claim Form. All benefits will be paid out in the order claims forms are received by the Settlement Administrator. If you have any questions regarding the claim

submissions process please contact the Settlement Administrator.

WHAT RIGHTS AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS?

Unless you timely exclude yourself (“opt-out”) from the Settlement, you will remain in the Settlement Class. If the Settlement is approved and becomes final, you will not be able to sue Defendants regarding the legal claims that were litigated in this case, but you will be eligible to receive benefits from this Settlement if you submit a valid and timely Claim. The specific rights you are giving up are called “Released Claims.”

WHAT ARE THE RELEASED CLAIMS?

As of the Effective Date of the Settlement Agreement, the Class Representatives and Settlement Class Members (the “Releasing Parties”), each on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged the Defendants (and the successors, agents, and assigns) of and from any and all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to in this Action, or which could have been alleged in this Action, including, without limitation, all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, or remedies relating to, based upon, resulting from, or arising out of the facts and circumstances giving rise to the Action, as set forth in the First Amended Complaint in the Action. A copy of the First Amended Complaint is available on the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject.

This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of the California Labor Code (except for the provisions relating to workers’ compensation and Section 2802) or Business and Professions Code (*e.g.*, 17200 *et seq.*), or the federal Fair Labor Standards Act, and the Private Attorney General Act (“PAGA”) (Labor Code section 2699 *et seq.*), all wage claims, and all claims for attorneys’ fees, costs and expenses. Class Representatives and the Settlement Class Members expressly waive his, her, and their right to recovery of any type, including damages, in any administrative or court action, whether state or federal, and whether brought by any Party or on its behalf, related in any way to the matters released herein.

With respect to the Released Claims, each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States of America or any state or territory thereof, or of the common law or civil law). Section 1542 provides that:

A general release does not extend to claims which 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.

By failing to exclude themselves from the settlement, Settlement Class Members acknowledge and agree that the Settlement Class Members’ Settlement Awards constitute payment in full of any and all amounts allegedly due to them in connection with all of the claims for wage and hour and payroll practice violations asserted in the Action. In light of the foregoing, Settlement Class Members shall be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

The release does not extend to claims which by law cannot be released by private agreement, such as claims for worker’s compensation or unemployment benefits.

Upon the Court’s final approval of the Settlement, the Settlement Class Members shall be enjoined from

prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Defendants or based on any actions taken by any of the Defendants that are authorized or required by the Settlement Agreement or by the Court's order approving the Settlement.

None of the above releases include releases of claims arising from a breach of the Settlement Agreement, or otherwise affect the Parties' rights to enforce the terms of the Settlement Agreement. The Settlement Agreement, available at www.dhillonlaw.com/GlobalFinancialDataProject contains additional information about Released Claims.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

Settlement Class Members have the right to request exclusion from (i.e., "opt out" of) the Settlement Class by sending a written request for exclusion to the Settlement Administrator postmarked by **December 20, 2019**. Written requests for exclusion from the Settlement Class must be submitted (by mail or email) to Class Counsel:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.

Krista L. Baughman, Esq.

Gregory R. Michael, Esq.

177 Post Street, Suite 700

San Francisco, CA 94108

United States of America

Tele: +1 (415) 433-1700

Fax: +1 (415) 520-6593

GFDPsettlement@dhillonlaw.com;

Requests for exclusion must include: (a) the case name and case number of the Action (*Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL); (b) the Settlement Class Member's legal name, address, telephone number, and, if available, an email address; (c) a statement that the Settlement Class Member wishes to exclude himself or herself from the Settlement Class; and (d) the Settlement Class Member's signature. No request for exclusion will be valid unless it complies with these requirements.

A person wishing to exclude themselves from the Settlement Class may do so by completing and following all instructions set forth in the Opt-Out Form available on the Settlement Website, www.dhillonlaw.com/GlobalFinancialDataProject.

Persons falling within the definition of the Settlement Class who validly and timely request exclusion from the Settlement Class shall not be Settlement Class Members, shall not be bound by the Settlement and shall not be eligible to make a Claim for any benefit(s) under the terms of the Settlement.

HOW DO I OBJECT TO THE SETTLEMENT?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any Settlement Class Member who intends to object to the Settlement Agreement must do so in writing, no later than **December 20, 2019**. In order to object, the Settlement Class Member (or his or her attorney) must file with the Court and provide a copy to Class Counsel and Defendants' Counsel, a hand signed document that includes:

- (a) the case name and number (*Hu, et al. v. Plehn-Dujowich, et al.*, Case Number 3:18-cv-01791-EDL);
- (b) the legal name, address, telephone number, and email address (if any) of the person objecting, and if he/she is represented by counsel, the same contact information for his/her counsel;
- (c) specify in writing each objection and the grounds for each objection, accompanied by any legal support for the objection;

- (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
- (e) a statement sufficient to establish his/her membership in the Settlement Class, including all information required by the Claim Form;
- (f) A detailed list of any other objections submitted by the Settlement Class Member, and/or his/her counsel, to any class actions submitted in any court, whether state or federal, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement Agreement;
- (g) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between Objector or Objector's counsel and any other person or entity; and
- (h) the Objector's signature on the written objection (an attorney's signature is not sufficient).

Any objection must be sent to the Court, Class Counsel, and Defendants' Counsel at the following addresses:

Court	Class Counsel/Settlement Administrator	Defendants' Counsel
Class Action Clerk United States District Court, Northern District of California 450 Golden Gate Avenue San Francisco, CA 94102 United States of America	DHILLON LAW GROUP INC. Harmeet K. Dhillon, Esq. Krista L. Baughman, Esq. Gregory R. Michael, Esq. 177 Post Street, Suite 700 San Francisco, CA 94108 United States of America GFDPsettlement@dhillonlaw.com ;	Loren Kieve, Esq. KIEVE LAW OFFICES 2655 Steiner Street San Francisco, CA 94115 United States of America lk@kivelaw.com

DO I NEED TO HIRE A LAWYER IF I JOIN THIS CASE?

No. The attorneys for the Plaintiffs who brought this case have been appointed "Class Counsel," as well as "Settlement Administrator," to represent the interests of all those who participate in this lawsuit. If you have any questions, you may contact Class Counsel listed below.

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: harmmeet@dhillonlaw.com;
kbaughman@dhillonlaw.com;
gmichael@dhillonlaw.com

If you participate in this Class Settlement, you will not be required to pay attorneys' fees or expenses to Class Counsel; Class Counsel's attorneys' fees and costs will be in an amount determined by the Court and paid by Defendants. Class Counsel will make a motion for attorneys' fees and costs, seeking an award of fees, costs, and expenses, which the Court will then consider at a final approval hearing, on **February 11, 2020**. Class Counsel will file the motion for fees on or before November 18, 2019, and post a copy of the motion papers on the Settlement Website. If you choose to hire a different lawyer, you may do so at your own expense.

All persons who do not exclude themselves from ("opt-out" of) the Settlement Class will have a right to object to any motion for attorneys' fees. If you want to object to any such motion, you must file a written objection with the Court stating with particularity the basis for the objection.

WHEN WILL THE COURT DECIDE FINAL APPROVAL OF THE SETTLEMENT?

The Court will hold a hearing at 9:00 a.m. on **February 11, 2020**, at the United States District Court for the Northern District of California located at 450 Golden Gate Ave., Courtroom E, San Francisco, CA 94102 (the “Final Approval Hearing”) to decide whether to grant final approval of the Class Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will also consider Class Counsel’s application for an award of attorneys’ fees and expenses, and the proposed service awards to the Class Representatives. Settlement Class Members are welcome to attend the Final Approval Hearing, but attendance is not necessary for them to receive their benefits under the Settlement. The Settlement will not become final until the Court grants final approval of the Settlement and any appeals have been resolved.

The date and time of the Final Approval Hearing may change without further notice. You may verify the time and date of the hearing by contacting Class Counsel, checking the Settlement Website, or through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

WHAT IF I HAVE QUESTIONS?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.dhillonlaw.com/GlobalFinancialDataProject, by contacting Class Counsel at GFDPsettlement@dhillonlaw.com, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, located at 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Additionally, for more information, you may visit the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject, where you will find the operative First Amended Complaint, as well as copies of this Notice, the Claim Form, and the Opt-Out form.

DO NOT DIRECT QUESTIONS TO THE COURT

The mailing of this Notice to you was authorized by the United States District Court for the Northern District of California. **Do not contact the Court or the Clerk’s Office for more information.** If you have questions, contact Class Counsel.

Gregory R. Michael, Esq.

Associate | Dhillon Law Group Inc.

177 Post Street, Suite 700 | San Francisco, CA 94108

Phone: 415.433.1700 | Fax: 415.520.6593

www.dhillonlaw.com

Admitted to practice law in California

This email may be an attorney client privileged communication. If you received it in error, please destroy it and inform the sender.



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Claim_Form.pdf

Internal Ref. No.: _____

REQUEST TO OPT OUT OF CLASS ACTION SETTLEMENT

Hu, et al. v. Plehn-Dujowich, et al.,
United States District Court
Northern District Of California
Case Number: 3:18-cv-01791-EDL

PLEASE READ CAREFULLY

THIS FORM SHOULD BE POSTMARKED NO LATER THAN **DECEMBER 20, 2019**. IF YOU DO **NOT** WISH TO PARTICIPATE IN THIS LITIGATION THROUGH CLASS MEMBERSHIP, COMPLETE AND SEND THIS FORM BY MAIL ADDRESSED TO CLASS COUNSEL AT THE FOLLOWING ADDRESS:

DHILLON LAW GROUP INC.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Tel: +1 (415) 433-1700
Fax: +1 (415) 520-6593
Email: GFDPSettlement@dhillonlaw.com
Web: www.dhillonlaw.com/GlobalFinancialDataProject

IF YOU WISH TO PARTICIPATE IN THIS CLASS ACTION, DO **NOT** SUBMIT THIS FORM.

By signing below, I acknowledge and state that I do **not** wish to participate in this class settlement and choose to exclude myself from the Settlement Class.

Signature: _____ Date: _____

Printed Name: _____


Former Names/Nick Names (if any): _____

Street Address: _____

City, State, Zip Code: _____

Country: _____

Telephone: _____ Email: _____

From: **Gregory Michael (DhillonLaw)** gmichael@dhillonlaw.com 
Subject: Hu failed delivery by email
Date: October 21, 2019 at 4:08 PM
To: Lauren Giammona (Dhillon Law) LGiammona@dhillonlaw.com

G

Lauren,

I received failed delivery notices for the following email addresses. Can you update the member roster with this information (column K)? All of the failed delivery notices were received today (10/21/2019):

s_niu@uncg.edu

There's a problem with the recipient's mailbox. Please try resending this message. If the problem continues, please contact your helpdesk.

yarusophia@mail.utoronto.ca

A communication failure occurred during the delivery of this message. Please try resending the message later. If the problem continues, contact your helpdesk.

wfei@ucsc.edu

There's a problem with the recipient's mailbox. Please try resending this message. If the problem continues, please contact your helpdesk.

sixuan.liu@berkeley.edu

There's a problem with the recipient's mailbox. Please try resending this message. If the problem continues, please contact your helpdesk.

tessleung0428@berkeley.edu

There's a problem with the recipient's mailbox. Please try resending this message. If the problem continues, please contact your helpdesk.

ugoreb@berkeley.edu

There's a problem with the recipient's mailbox. Please try resending this message. If the problem continues, please contact your helpdesk.

williamluochen@berkeley.edu

There's a problem with the recipient's mailbox. Please try resending this message. If the problem continues, please contact your helpdesk.

yuanfeih@iastate.edu

The email address you entered couldn't be found. Please check the recipient's email address and try to resend the message. If the problem continues, please contact your helpdesk.

zhangxicheng@eiceducation.com.cn

A problem occurred while delivering this message to this email address. Try sending this message again. If the problem continues, please contact your helpdesk.

huayiw1@uci.edu

The email address you entered couldn't be found. Please check the recipient's email address and try to resend the message. If the problem continues, please contact your helpdesk.

lulupeng@pku.edu.cn

吴彦涵 <461945538@qq.com>

sherryzheng260@foxmail.com

hcbdoctor@qq.com

kiate426@foxmail.com

u565339312@anu.edu.au

The email address you entered couldn't be found. Please check the recipient's email address and try to resend the message. If the problem continues, please contact your helpdesk.

Gregory R. Michael, Esq.

Associate | Dhillon Law Group Inc.

177 Post Street, Suite 700 | San Francisco, CA 94108

Phone: 415.433.1700 | Fax: 415.520.6593

www.dhillonlaw.com

Admitted to practice law in California

This email may be an attorney client privileged communication. If you received it in error, please destroy it and inform the sender.



EXHIBIT 3

From: Gregory Michael GMichael@dhillonlaw.com
Subject: [JUNK]Global Financial Data Project Class Action Settlement Notice
Date: October 21, 2019 at 1:59 PM
To: anaisaddad@berkeley.edu
Cc: Gregory Michael gmichael@dhillonlaw.com

IMPORTANT LEGAL NOTICE

QIUZI HU, an individual, EDWIN RAMIREZ, an individual, IVAN RONCERIA, an individual, WENZHI FEI, an individual, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

JOSE M. PLEHN-DUJOWICH, a.k.a. JOSE M. PLEHN, an individual; BIZQUALIFY LLC, a California limited liability company; and POWERLYTICS, INC., a Delaware corporation,

Defendants.

Case Number: 3:18-cv-01791-EDL

NOTICE OF CLASS ACTION SETTLEMENT

A United States federal court authorized the distribution of this Notice to you. This is not a solicitation from a lawyer.

If you participated in the Global Financial Data Project you may be eligible to receive benefits from a class action settlement.

Your legal rights are affected whether or not you act. Please read this Notice carefully.

WHAT IS THIS NOTICE?

A proposed Class Action Settlement has been reached in a class action lawsuit involving Jose M. Plehn-Dujowich and BizQualify LLC, captioned *Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL (the “Action”) pending in the United States District Court, Northern District of California. A Federal Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who is eligible to receive them.

Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei (“Plaintiffs” or “Class Representatives”) have sued Defendants Jose M. Plehn-Dujowich and BizQualify LLC (“Defendants”) for their alleged violations of California Labor Code, the federal Fair Labor Standards Act (“FLSA”), fraud, false advertising, breach of contract, unfair competition, and related claims, in connection with the Global Financial Data Project (“GFDP”), an online course operated by the Defendants. Plaintiffs have voluntarily dismissed all claims against former-defendant Powerlytics, Inc., which is no longer a defendant in this action. You have received this Notice because Defendants’ records show that you participated in the GFDP during the relevant period. Accordingly, you should read this Notice carefully, because it will affect your rights.

The Parties have agreed to settle the Action in its entirety.

The Settlement Class includes all persons who participated in the Global Financial Data Project.

Because you have been identified as a potential Settlement Class member, at this time you have the following choices:

WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?	
SUBMIT A CLAIM FORM	If you submit a Claim Form, you will give up the right to sue Defendants in a separate lawsuit about the claims this Settlement

	resolves. The deadline to submit a Claim Form is December 20, 2019 .
ASK TO BE EXCLUDED (OPT-OUT)	If you decide to exclude yourself (“opt-out”), you will keep the right to sue Defendants in your own separate lawsuit about the claims this Settlement resolves, but you give up the right to receive the benefits this Settlement provides. The deadline to request exclusion from the Settlement Class is December 20, 2019 .
OBJECT TO THE SETTLEMENT	If you do not exclude yourself from the Settlement Class, you may object to the Settlement by following the procedures below and submitting your specific objection in writing to the Court. The deadline to object to the Settlement is December 20, 2019 .
DO NOTHING	If you do nothing, you will not receive the benefits that this Settlement provides and you will give up the right to sue Defendants in a separate lawsuit about the claims this Settlement resolves.

WHY DID I GET THIS NOTICE?

Defendants’ records show that you previously participated in the Global Financial Data Project and are a class member of this lawsuit. This Notice explains that the Court has allowed, or “certified,” a class action lawsuit and preliminarily approved a Class Settlement that may affect you. You have legal rights and options that you may exercise.

The United States District Court for the Northern District of California is overseeing this case. The lawsuit is known as *Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL.

WHAT IS THIS CASE ABOUT?

Plaintiffs filed a lawsuit against Defendants Jose M. Plehn-Dujowich and BizQualify LLC on March 22, 2018, and amended the lawsuit on July 31, 2018 to join Defendant Powerlytics, Inc. as a defendant. Plaintiffs have since voluntarily dismissed all claims asserted against Powerlytics, Inc., which is no longer a defendant in this lawsuit. The operative First Amended Complaint asserts that Defendants made material misrepresentations with respect to the Global Financial Data Project, advertising the project as being operated, sponsored, endorsed, or affiliated by the University of California, Berkeley and/or the University of California, Los Angeles; that Defendants made certain false promises to provide meaningful educational instruction, a certification, and a letter of recommendation; that Defendants took, under false pretenses, money from those participating in the project, in the form of a course fee; and that Defendants entered into an employer-employee relationship with those who enrolled in Defendants’ Global Financial Data Project and performed work for Defendants in connection thereto, including by collecting financial data on U.S. and foreign businesses. Accordingly, Plaintiffs allege that Plaintiffs and all those similarly situated are entitled to monetary damages, liquidated damages, penalties, injunctive relief, interest, costs, attorneys’ fees, and expenses. The Court has allowed this case to proceed as a class action on behalf of the following Class of persons:

- **Class:** All persons who enrolled in the Global Financial Data Project. Excluded from the Settlement Class are Defendants’ officers and directors and the immediate families of the Defendants’ officers and directors. Also excluded from the Settlement Class are the Defendants’ legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

The Parties now agree to settle the Action in its entirety. The Parties intend the Settlement to bind the Class Representatives, Defendants, and all Settlement Class Members. The Settlement Class is defined to include the following persons:

- **Settlement Class:** All Class Members, including Class Representatives, who do not exclude themselves from the Class or Settlement Class, pursuant to the procedures set forth in Section 6.3 of the Settlement Agreement and the Class Notice.

WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people, called “Class Representatives” (in this case, Plaintiffs Qiuqi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei), sue on behalf of other people who have similar claims. These people together are a “class” or “class members.” The plaintiffs who initially sued, and all the class members like them who do not opt-out of the litigation, are called the plaintiffs. The person and companies they sued are called the defendants (in this case Defendants Jose M. Plehn-Dujowich and BizQualify LLC). One Court resolves the issues for everyone in the class, except for those people who choose to exclude themselves from the class (or “opt-out”).

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to this Settlement, in order to avoid the cost and burden of further litigation and so the Settlement Class Members can receive benefits. The Class Representatives and their attorneys believe the Settlement is a fair and reasonable resolution of the claims asserted in this lawsuit.

HOW DO I KNOW IF I AM A PART OF THE SETTLEMENT?

You are a part of the Settlement Class if you participated in the Global Financial Data Project operated by Defendants, at any point in time, and regardless of whether you paid any enrollment fee. Those Settlement Class Members that paid an enrollment fee may be eligible to receive greater compensation than those Members who did not pay a fee.

Excluded from the Settlement Class are Defendants’ officers and directors and the immediate families of the Defendants’ officers and directors. Also excluded from the Settlement Class are the Defendants’ legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

WHAT IF I AM STILL NOT SURE IF I AM A PART OF THE SETTLEMENT?

If you are not sure whether you are included in the Settlement Class, you can contact Class Counsel, which will be serving as the Settlement Administrator:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: GFDPsettlement@dhillonlaw.com;

You may also visit the Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject, for additional information.

HOW DO I KNOW IF I AM ELIGIBLE FOR MONETARY SETTLEMENT BENEFITS?

All Settlement Class Members who submit timely, valid Claim Forms will be eligible to receive monetary benefits. However, the Settlement Agreement also gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a “course fee” to enroll in the GFDP. To learn more about submitting a Claim Form, see below, or visit the Settlement Website at: www.dhillonlaw.com/GlobalFinancialDataProject.

WHAT ARE THE SETTLEMENT BENEFITS?

The Settlement creates a Settlement Fund in the total amount of up to \$695,000. Of the total Settlement Fund, \$375,000 shall be allocated amongst the Settlement Class Members and Class Representatives. The Settlement Fund shall be paid in the following order:

- (1) Payment for general releases and services provided by Class Representatives. Each Class Representative shall be refunded their \$2,413 course fee and shall, subject to Court approval, receive an incentive payment not to exceed a combined total of \$20,000, split amongst the Class Representatives;
- (2) Any award of attorneys' fees and costs as approved by the Court to Class Counsel under the Settlement Agreement, which amount is not to exceed \$300,000;
- (3) Cash benefits to the Settlement Class Members who submit a valid and legitimate Claim Form shall be eligible to receive a portion of the remaining Settlement Fund (i.e. a portion of \$345,348) in accordance with the information provided below.

The Settlement Agreement gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a "course fee" to enroll in the GFDP.

Accordingly, if the total amount of documented "course fees" paid by Settlement Class Members **is equal to or greater than** \$345,348, those Settlement Class Members who fail to submit documentation of any "course fee" will not receive any settlement payment, while those who do submit such documentation will receive a pro rata share of the remaining Settlement Fund, based on the amount he or she paid in comparison to the amounts paid by all other claimants.

If the total amount of documented "course fees" paid by Settlement Class Members is **less than** \$345,348, then the funds will be split as follows: all those who submitted proof of payment of a "course fee" will be entitled to a full refund of the amount paid, and pro rata split of any remaining funds; those who do not submit such proof will be entitled to receive a pro rata split of any funds remaining after the refunds of course fees have been allocated to the other claimants.

All disbursements to the Settlement Class Members shall be made in the order that the Valid Claim Forms were received by the Settlement Administrator. Under the Settlement Agreement, Defendants are required to make payments on an ongoing basis over no less than five years. Accordingly, those Settlement Class Members that submit a Valid Claim earlier, will be eligible to receive payment earlier, following the final approval of the Settlement by the Court.

Additionally, the Parties have agreed that Defendants will provide certain assurances that they will fully perform their obligations under the Settlement Agreement, including making all settlement payments in a timely manner. Specifically, upon final approval of the Settlement by the Court, Defendants have agreed to do the following: (1) Defendant Plehn-Dujowich will execute a stock pledge and security agreement pledging 50,000 shares of Series A1 Preferred Stock and 100,000 shares of Series A2 Preferred Stock in Powerlytics, Inc. to the Settlement Administrator, for the benefit of the Settlement Class; and (2) Defendants will stipulate to entry of a final judgment of \$1,000,000 which will be entered by the Court in the event that Defendants default on any obligation under the Settlement Agreement. In the event Defendants default on any Settlement obligation, and funds are collected through the sale of the shares or enforcement of the stipulated judgment, such funds will be distributed to Class Representatives, Class Counsel, and the Settlement Class pursuant to the Settlement Agreement and as directed by the Court.

The Parties have filed certain portions of the Settlement Agreement under seal with the Court. Any Settlement Class Member wishing to review the sealed portions of the Settlement Agreement may do so by requesting access from the Settlement Administrator and agreeing to maintaining the confidentiality of all material sealed by the Court.

HOW DO I GET BENEFITS AND WHEN ARE THE CLAIM FORMS DUE?

In order to receive monetary benefits under this Settlement, Settlement Class Members should submit a Claim Form to Class Counsel, which is also serving as the Settlement Administrator. Claim Forms must be submitted or postmarked by **December 20, 2019**, and may be submitted online via the Settlement Website www.dhillonlaw.com/GlobalFinancialDataProject, or by mail to the Settlement Administrator at:

DHILLON LAW GROUP INC.
Harmeet K. Dhillon, Esq.

Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: GFDPsettlement@dhillonlaw.com;
Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject

To receive a payment, you must submit a timely Claim Form with information or documentation sufficient to establish that you participated in the Global Financial Data Project and/or paid a course enrollment fee for the same, and comply with the instructions set forth in the Claim Form. All benefits will be paid out in the order claims forms are received by the Settlement Administrator. If you have any questions regarding the claim submissions process please contact the Settlement Administrator.

WHAT RIGHTS AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS?

Unless you timely exclude yourself (“opt-out”) from the Settlement, you will remain in the Settlement Class. If the Settlement is approved and becomes final, you will not be able to sue Defendants regarding the legal claims that were litigated in this case, but you will be eligible to receive benefits from this Settlement if you submit a valid and timely Claim. The specific rights you are giving up are called “Released Claims.”

WHAT ARE THE RELEASED CLAIMS?

As of the Effective Date of the Settlement Agreement, the Class Representatives and Settlement Class Members (the “Releasing Parties”), each on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged the Defendants (and the successors, agents, and assigns) of and from any and all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to in this Action, or which could have been alleged in this Action, including, without limitation, all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, or remedies relating to, based upon, resulting from, or arising out of the facts and circumstances giving rise to the Action, as set forth in the First Amended Complaint in the Action. A copy of the First Amended Complaint is available on the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject.

This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of the California Labor Code (except for the provisions relating to workers’ compensation and Section 2802) or Business and Professions Code (*e.g.*, 17200 *et seq.*), or the federal Fair Labor Standards Act, and the Private Attorney General Act (“PAGA”) (Labor Code section 2699 *et seq.*), all wage claims, and all claims for attorneys’ fees, costs and expenses. Class Representatives and the Settlement Class Members expressly waive his, her, and their right to recovery of any type, including damages, in any administrative or court action, whether state or federal, and whether brought by any Party or on its behalf, related in any way to the matters released herein.

With respect to the Released Claims, each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States of America or any state or territory thereof, or of the common law or civil law). Section 1542 provides that:

A general release does not extend to claims which 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.

By failing to exclude themselves from the settlement, Settlement Class Members acknowledge and agree that the Settlement Class Members' Settlement Awards constitute payment in full of any and all amounts allegedly due to them in connection with all of the claims for wage and hour and payroll practice violations asserted in the Action. In light of the foregoing, Settlement Class Members shall be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

The release does not extend to claims which by law cannot be released by private agreement, such as claims for worker's compensation or unemployment benefits.

Upon the Court's final approval of the Settlement, the Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Defendants or based on any actions taken by any of the Defendants that are authorized or required by the Settlement Agreement or by the Court's order approving the Settlement.

None of the above releases include releases of claims arising from a breach of the Settlement Agreement, or otherwise affect the Parties' rights to enforce the terms of the Settlement Agreement. The Settlement Agreement, available at www.dhillonlaw.com/GlobalFinancialDataProject contains additional information about Released Claims.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

Settlement Class Members have the right to request exclusion from (i.e., "opt out" of) the Settlement Class by sending a written request for exclusion to the Settlement Administrator postmarked by **December 20, 2019**. Written requests for exclusion from the Settlement Class must be submitted (by mail or email) to Class Counsel:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Tele: +1 (415) 433-1700
Fax: +1 (415) 520-6593
GFDPsettlement@dhillonlaw.com;

Requests for exclusion must include: (a) the case name and case number of the Action (*Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL); (b) the Settlement Class Member's legal name, address, telephone number, and, if available, an email address; (c) a statement that the Settlement Class Member wishes to exclude himself or herself from the Settlement Class; and (d) the Settlement Class Member's signature. No request for exclusion will be valid unless it complies with these requirements.

A person wishing to exclude themselves from the Settlement Class may do so by completing and following all instructions set forth in the Opt-Out Form available on the Settlement Website, www.dhillonlaw.com/GlobalFinancialDataProject.

Persons falling within the definition of the Settlement Class who validly and timely request exclusion from the Settlement Class shall not be Settlement Class Members, shall not be bound by the Settlement and shall not be eligible to make a Claim for any benefit(s) under the terms of the Settlement.

HOW DO I OBJECT TO THE SETTLEMENT?

You can ask the Court to deny approval by filing an objection. You can ask the Court to endorse a different

you can ask the Court to deny approval by filing an objection. You can ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any Settlement Class Member who intends to object to the Settlement Agreement must do so in writing, no later than **December 20, 2019**. In order to object, the Settlement Class Member (or his or her attorney) must file with the Court and provide a copy to Class Counsel and Defendants' Counsel, a hand signed document that includes:

- (a) the case name and number (*Hu, et al. v. Plehn-Dujowich, et al.*, Case Number 3:18-cv-01791-EDL);
- (b) the legal name, address, telephone number, and email address (if any) of the person objecting, and if he/she is represented by counsel, the same contact information for his/her counsel;
- (c) specify in writing each objection and the grounds for each objection, accompanied by any legal support for the objection;
- (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
- (e) a statement sufficient to establish his/her membership in the Settlement Class, including all information required by the Claim Form;
- (f) A detailed list of any other objections submitted by the Settlement Class Member, and/or his/her counsel, to any class actions submitted in any court, whether state or federal, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement Agreement;
- (g) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between Objector or Objector's counsel and any other person or entity; and
- (h) the Objector's signature on the written objection (an attorney's signature is not sufficient).

Any objection must be sent to the Court, Class Counsel, and Defendants' Counsel at the following addresses:

Court	Class Counsel/Settlement Administrator	Defendants' Counsel
Class Action Clerk United States District Court, Northern District of California 450 Golden Gate Avenue San Francisco, CA 94102 United States of America	DHILLON LAW GROUP INC. Harmeet K. Dhillon, Esq. Krista L. Baughman, Esq. Gregory R. Michael, Esq. 177 Post Street, Suite 700 San Francisco, CA 94108 United States of America GFDPSettlement@dhillonlaw.com;	Loren Kieve, Esq. KIEVE LAW OFFICES 2655 Steiner Street San Francisco, CA 94115 United States of America lk@kivelaw.com

DO I NEED TO HIRE A LAWYER IF I JOIN THIS CASE?

No. The attorneys for the Plaintiffs who brought this case have been appointed "Class Counsel," as well as "Settlement Administrator," to represent the interests of all those who participate in this lawsuit. If you have any questions, you may contact Class Counsel listed below.

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Email: +1 (415) 520-6500

Facsimile: +1 (415) 520-6593
Email: harmeet@dhillonlaw.com;
kbaughman@dhillonlaw.com;
gmichael@dhillonlaw.com

If you participate in this Class Settlement, you will not be required to pay attorneys' fees or expenses to Class Counsel; Class Counsel's attorneys' fees and costs will be in an amount determined by the Court and paid by Defendants. Class Counsel will make a motion for attorneys' fees and costs, seeking an award of fees, costs, and expenses, which the Court will then consider at a final approval hearing, on **February 11, 2020**. Class Counsel will file the motion for fees on or before November 18, 2019, and post a copy of the motion papers on the Settlement Website. If you choose to hire a different lawyer, you may do so at your own expense.

All persons who do not exclude themselves from ("opt-out" of) the Settlement Class will have a right to object to any motion for attorneys' fees. If you want to object to any such motion, you must file a written objection with the Court stating with particularity the basis for the objection.

WHEN WILL THE COURT DECIDE FINAL APPROVAL OF THE SETTLEMENT?

The Court will hold a hearing at 9:00 a.m. on **February 11, 2020**, at the United States District Court for the Northern District of California located at 450 Golden Gate Ave., Courtroom E, San Francisco, CA 94102 (the "Final Approval Hearing") to decide whether to grant final approval of the Class Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will also consider Class Counsel's application for an award of attorneys' fees and expenses, and the proposed service awards to the Class Representatives. Settlement Class Members are welcome to attend the Final Approval Hearing, but attendance is not necessary for them to receive their benefits under the Settlement. The Settlement will not become final until the Court grants final approval of the Settlement and any appeals have been resolved.

The date and time of the Final Approval Hearing may change without further notice. You may verify the time and date of the hearing by contacting Class Counsel, checking the Settlement Website, or through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

WHAT IF I HAVE QUESTIONS?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.dhillonlaw.com/GlobalFinancialDataProject, by contacting Class Counsel at GFDPsettlement@dhillonlaw.com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, *located at 450 Golden Gate Ave., San Francisco, CA 94102*, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Additionally, for more information, you may visit the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject, where you will find the operative First Amended Complaint, as well as copies of this Notice, the Claim Form, and the Opt-Out form.

DO NOT DIRECT QUESTIONS TO THE COURT

The mailing of this Notice to you was authorized by the United States District Court for the Northern District of California. **Do not contact the Court or the Clerk's Office for more information.** If you have questions, contact Class Counsel.

Gregory R. Michael, Esq.

Associate | Dhillon Law Group Inc.

177 Post Street, Suite 700 | San Francisco, CA 94108

Phone: 415.433.1700 | Fax: 415.520.6593

www.dhillonlaw.com

Admitted to practice law in California

This email may be an attorney client privileged communication. If you received it in error, please destroy it and inform the sender.

The sender has requested a read receipt. If you do not wish to provide one, [click here](#).



Class_Settlement_Notice.pdf



Claim_Form.pdf

Internal Ref.No.: _____

REQUEST TO OPT OUT OF CLASS ACTION SETTLEMENT

Hu, et al. v. Plehn-Dujowich, et al.,
United States District Court
Northern District Of California
Case Number: 3:18-cv-01791-EDL

PLEASE READ CAREFULLY

THIS FORM SHOULD BE POSTMARKED NO LATER THAN **DECEMBER 20, 2019**. IF YOU DO **NOT** WISH TO PARTICIPATE IN THIS LITIGATION THROUGH CLASS MEMBERSHIP, COMPLETE AND SEND THIS FORM BY MAIL ADDRESSED TO CLASS COUNSEL AT THE FOLLOWING ADDRESS:

DHILLON LAW GROUP INC.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Tel: +1 (415) 433-1700
Fax: +1 (415) 520-6593
Email: GFDPSettlement@dhillonlaw.com
Web: www.dhillonlaw.com/GlobalFinancialDataProject

IF YOU WISH TO PARTICIPATE IN THIS CLASS ACTION, DO **NOT** SUBMIT THIS FORM.

By signing below, I acknowledge and state that I do **not** wish to participate in this class settlement and choose to exclude myself from the Settlement Class.

Signature: _____ Date: _____

Printed Name: _____

Former Names/Nick Names (if any): _____

Street Address: _____

City, State, Zip Code: _____

Country: _____

Telephone: _____ Email: _____

From: Gregory Michael (DhillonLaw) gmichael@dhillonlaw.com
Subject: Global Financial Data Project Class Action Settlement Notice
Date: October 21, 2019 at 4:50 PM
To: yarusophia.liu@mail.utoronto.ca
Cc: GFDP Settlement - DLG GFDPsettlement@dhillonlaw.com
Bcc: harmeet@dhillonlaw.com, LGiammona@dhillonlaw.com, GMichael@dhillonlaw.com, Gregory Michael (DhillonLaw) GMichael@dhillonlaw.com, Harmeet K. Dhillon (DhillonLaw) harmeet@dhillonlaw.com

IMPORTANT LEGAL NOTICE

QIUZI HU, an individual, EDWIN RAMIREZ, an individual, IVAN RONCERIA, an individual, WENZHI FEI, an individual, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

JOSE M. PLEHN-DUJOWICH, a.k.a. JOSE M. PLEHN, an individual; BIZQUALIFY LLC, a California limited liability company; and POWERLYTICS, INC., a Delaware corporation,

Defendants.

Case Number: 3:18-cv-01791-EDL

NOTICE OF CLASS ACTION SETTLEMENT

A United States federal court authorized the distribution of this Notice to you. This is not a solicitation from a lawyer.

If you participated in the Global Financial Data Project you may be eligible to receive benefits from a class action settlement.

Your legal rights are affected whether or not you act. Please read this Notice carefully.

WHAT IS THIS NOTICE?

A proposed Class Action Settlement has been reached in a class action lawsuit involving Jose M. Plehn-Dujowich and BizQualify LLC, captioned *Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL (the “Action”) pending in the United States District Court, Northern District of California. A Federal Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who is eligible to receive them.

Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei (“Plaintiffs” or “Class Representatives”) have sued Defendants Jose M. Plehn-Dujowich and BizQualify LLC (“Defendants”) for their alleged violations of California Labor Code, the federal Fair Labor Standards Act (“FLSA”), fraud, false advertising, breach of contract, unfair competition, and related claims, in connection with the Global Financial Data Project (“GFD”), an online course operated by the Defendants. Plaintiffs have voluntarily dismissed all claims against former-defendant Powerlytics, Inc., which is no longer a defendant in this action. You have received this Notice because Defendants’ records show that you participated in the GFD during the relevant period. Accordingly, you should read this Notice carefully, because it will affect your rights. The Parties have agreed to settle the Action in its entirety.

The Settlement Class includes all persons who participated in the Global Financial Data Project.

Because you have been identified as a potential Settlement Class member, at this time you have the following choices:

WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?	
SUBMIT A CLAIM FORM	If you submit a Claim Form, you will give up the right to sue Defendants in a separate lawsuit about

SUBMIT A CLAIM FORM	right to sue Defendants in a separate lawsuit about the claims this Settlement resolves. The deadline to submit a Claim Form is December 20, 2019 .
ASK TO BE EXCLUDED (OPT-OUT)	If you decide to exclude yourself (“opt-out”), you will keep the right to sue Defendants in your own separate lawsuit about the claims this Settlement resolves, but you give up the right to receive the benefits this Settlement provides. The deadline to request exclusion from the Settlement Class is December 20, 2019 .
OBJECT TO THE SETTLEMENT	If you do not exclude yourself from the Settlement Class, you may object to the Settlement by following the procedures below and submitting your specific objection in writing to the Court. The deadline to object to the Settlement is December 20, 2019 .
DO NOTHING	If you do nothing, you will not receive the benefits that this Settlement provides and you will give up the right to sue Defendants in a separate lawsuit about the claims this Settlement resolves.

WHY DID I GET THIS NOTICE?

Defendants’ records show that you previously participated in the Global Financial Data Project and are a class member of this lawsuit. This Notice explains that the Court has allowed, or “certified,” a class action lawsuit and preliminarily approved a Class Settlement that may affect you. You have legal rights and options that you may exercise.

The United States District Court for the Northern District of California is overseeing this case. The lawsuit is known as *Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL.

WHAT IS THIS CASE ABOUT?

Plaintiffs filed a lawsuit against Defendants Jose M. Plehn-Dujowich and BizQualify LLC on March 22, 2018, and amended the lawsuit on July 31, 2018 to join Defendant Powerlytics, Inc. as a defendant. Plaintiffs have since voluntarily dismissed all claims asserted against Powerlytics, Inc., which is no longer a defendant in this lawsuit. The operative First Amended Complaint asserts that Defendants made material misrepresentations with respect to the Global Financial Data Project, advertising the project as being operated, sponsored, endorsed, or affiliated by the University of California, Berkeley and/or the University of California, Los Angeles; that Defendants made certain false promises to provide meaningful educational instruction, a certification, and a letter of recommendation; that Defendants took, under false pretenses, money from those participating in the project, in the form of a course fee; and that Defendants entered into an employer-employee relationship with those who enrolled in Defendants’ Global Financial Data Project and performed work for Defendants in connection thereto, including by collecting financial data on U.S. and foreign businesses. Accordingly, Plaintiffs allege that Plaintiffs and all those similarly situated are entitled to monetary damages, liquidated damages, penalties, injunctive relief, interest, costs, attorneys’ fees, and expenses. The Court has allowed this case to proceed as a class action on behalf of the following Class of persons:

- **Class:** All persons who enrolled in the Global Financial Data Project. Excluded from the Settlement Class are Defendants’ officers and directors and the immediate families of the Defendants’ officers and directors. Also excluded from the Settlement Class are the Defendants’ legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

The Parties now agree to settle the Action in its entirety. The Parties intend the Settlement to bind the Class Representatives, Defendants, and all Settlement Class Members. The Settlement Class is defined to include the following persons:

- **Settlement Class:** All Class Members, including Class Representatives, who do not exclude themselves from the Class or Settlement Class. pursuant to the procedures set forth in Section 6.3 of the Settlement

Agreement and the Class Notice.

WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people, called “Class Representatives” (in this case, Plaintiffs Qiuzei Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei), sue on behalf of other people who have similar claims. These people together are a “class” or “class members.” The plaintiffs who initially sued, and all the class members like them who do not opt-out of the litigation, are called the plaintiffs. The person and companies they sued are called the defendants (in this case Defendants Jose M. Plehn-Dujowich and BizQualify LLC). One Court resolves the issues for everyone in the class, except for those people who choose to exclude themselves from the class (or “opt-out”).

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to this Settlement, in order to avoid the cost and burden of further litigation and so the Settlement Class Members can receive benefits. The Class Representatives and their attorneys believe the Settlement is a fair and reasonable resolution of the claims asserted in this lawsuit.

HOW DO I KNOW IF I AM A PART OF THE SETTLEMENT?

You are a part of the Settlement Class if you participated in the Global Financial Data Project operated by Defendants, at any point in time, and regardless of whether you paid any enrollment fee. Those Settlement Class Members that paid an enrollment fee may be eligible to receive greater compensation than those Members who did not pay a fee.

Excluded from the Settlement Class are Defendants’ officers and directors and the immediate families of the Defendants’ officers and directors. Also excluded from the Settlement Class are the Defendants’ legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

WHAT IF I AM STILL NOT SURE IF I AM A PART OF THE SETTLEMENT?

If you are not sure whether you are included in the Settlement Class, you can contact Class Counsel, which will be serving as the Settlement Administrator:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: GFDPsettlement@dhillonlaw.com;

You may also visit the Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject, for additional information.

HOW DO I KNOW IF I AM ELIGIBLE FOR MONETARY SETTLEMENT BENEFITS?

All Settlement Class Members who submit timely, valid Claim Forms will be eligible to receive monetary benefits. However, the Settlement Agreement also gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a “course fee” to enroll in the GFDP. To learn more about submitting a Claim Form, see below, or visit the Settlement Website at: www.dhillonlaw.com/GlobalFinancialDataProject.

WHAT ARE THE SETTLEMENT BENEFITS?

The Settlement creates a Settlement Fund in the total amount of up to \$695,000. Of the total Settlement Fund, \$375,000 shall be allocated amongst the Settlement Class Members and Class Representatives. The Settlement Fund shall be paid in the following order:

- (1) Payment for general releases and services provided by Class Representatives. Each Class Representative shall be refunded their \$2,413 course fee and shall, subject to Court approval, receive an incentive payment not to exceed a combined total of \$20,000, split amongst the Class Representatives;
- (2) Any award of attorneys' fees and costs as approved by the Court to Class Counsel under the Settlement Agreement, which amount is not to exceed \$300,000;
- (3) Cash benefits to the Settlement Class Members who submit a valid and legitimate Claim Form shall be eligible to receive a portion of the remaining Settlement Fund (i.e. a portion of \$345,348) in accordance with the information provided below.

The Settlement Agreement gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a "course fee" to enroll in the GFDP.

Accordingly, if the total amount of documented "course fees" paid by Settlement Class Members **is equal to or greater than** \$345,348, those Settlement Class Members who fail to submit documentation of any "course fee" will not receive any settlement payment, while those who do submit such documentation will receive a pro rata share of the remaining Settlement Fund, based on the amount he or she paid in comparison to the amounts paid by all other claimants.

If the total amount of documented "course fees" paid by Settlement Class Members is **less than** \$345,348, then the funds will be split as follows: all those who submitted proof of payment of a "course fee" will be entitled to a full refund of the amount paid, and pro rata split of any remaining funds; those who do not submit such proof will be entitled to receive a pro rata split of any funds remaining after the refunds of course fees have been allocated to the other claimants.

All disbursements to the Settlement Class Members shall be made in the order that the Valid Claim Forms were received by the Settlement Administrator. Under the Settlement Agreement, Defendants are required to make payments on an ongoing basis over no less than five years. Accordingly, those Settlement Class Members that submit a Valid Claim earlier, will be eligible to receive payment earlier, following the final approval of the Settlement by the Court.

Additionally, the Parties have agreed that Defendants will provide certain assurances that they will fully perform their obligations under the Settlement Agreement, including making all settlement payments in a timely manner. Specifically, upon final approval of the Settlement by the Court, Defendants have agreed to do the following: (1) Defendant Plehn-Dujowich will execute a stock pledge and security agreement pledging 50,000 shares of Series A1 Preferred Stock and 100,000 shares of Series A2 Preferred Stock in Powerlytics, Inc. to the Settlement Administrator, for the benefit of the Settlement Class; and (2) Defendants will stipulate to entry of a final judgment of \$1,000,000 which will be entered by the Court in the event that Defendants default on any obligation under the Settlement Agreement. In the event Defendants default on any Settlement obligation, and funds are collected through the sale of the shares or enforcement of the stipulated judgment, such funds will be distributed to Class Representatives, Class Counsel, and the Settlement Class pursuant to the Settlement Agreement and as directed by the Court.

The Parties have filed certain portions of the Settlement Agreement under seal with the Court. Any Settlement Class Member wishing to review the sealed portions of the Settlement Agreement may do so by requesting access from the Settlement Administrator and agreeing to maintaining the confidentiality of all material sealed by the Court.

HOW DO I GET BENEFITS AND WHEN ARE THE CLAIM FORMS DUE?

In order to receive monetary benefits under this Settlement, Settlement Class Members should submit a Claim Form to Class Counsel, which is also serving as the Settlement Administrator. Claim Forms must be submitted or postmarked by **December 20, 2019**, and may be submitted online via the Settlement

Website www.dhillonlaw.com/GlobalFinancialDataProject, or by mail to the Settlement Administrator at:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.

Krista L. Baughman, Esq.

Gregory R. Michael, Esq.

177 Post Street, Suite 700

San Francisco, CA 94108

United States of America

Telephone: +1 (415) 433-1700

Facsimile: +1 (415) 520-6593

Email: GFDPsettlement@dhillonlaw.com;

Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject

To receive a payment, you must submit a timely Claim Form with information or documentation sufficient to establish that you participated in the Global Financial Data Project and/or paid a course enrollment fee for the same, and comply with the instructions set forth in the Claim Form. All benefits will be paid out in the order claims forms are received by the Settlement Administrator. If you have any questions regarding the claim submissions process please contact the Settlement Administrator.

WHAT RIGHTS AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS?

Unless you timely exclude yourself (“opt-out”) from the Settlement, you will remain in the Settlement Class. If the Settlement is approved and becomes final, you will not be able to sue Defendants regarding the legal claims that were litigated in this case, but you will be eligible to receive benefits from this Settlement if you submit a valid and timely Claim. The specific rights you are giving up are called “Released Claims.”

WHAT ARE THE RELEASED CLAIMS?

As of the Effective Date of the Settlement Agreement, the Class Representatives and Settlement Class Members (the “Releasing Parties”), each on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged the Defendants (and the successors, agents, and assigns) of and from any and all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to in this Action, or which could have been alleged in this Action, including, without limitation, all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, or remedies relating to, based upon, resulting from, or arising out of the facts and circumstances giving rise to the Action, as set forth in the First Amended Complaint in the Action. A copy of the First Amended Complaint is available on the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject.

This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of the California Labor Code (except for the provisions relating to workers’ compensation and Section 2802) or Business and Professions Code (*e.g.*, 17200 *et seq.*), or the federal Fair Labor Standards Act, and the Private Attorney General Act (“PAGA”) (Labor Code section 2699 *et seq.*), all wage claims, and all claims for attorneys’ fees, costs and expenses. Class Representatives and the Settlement Class Members expressly waive his, her, and their right to recovery of any type, including damages, in any administrative or court action, whether state or federal, and whether brought by any Party or on its behalf, related in any way to the matters released herein.

With respect to the Released Claims, each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States of America or any state or territory thereof, or of the common law or civil law). Section 1542 provides that:

A general release does not extend to claims which 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.

By failing to exclude themselves from the settlement, Settlement Class Members acknowledge and agree that the Settlement Class Members' Settlement Awards constitute payment in full of any and all amounts allegedly due to them in connection with all of the claims for wage and hour and payroll practice violations asserted in the Action. In light of the foregoing, Settlement Class Members shall be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

The release does not extend to claims which by law cannot be released by private agreement, such as claims for worker's compensation or unemployment benefits.

Upon the Court's final approval of the Settlement, the Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Defendants or based on any actions taken by any of the Defendants that are authorized or required by the Settlement Agreement or by the Court's order approving the Settlement.

None of the above releases include releases of claims arising from a breach of the Settlement Agreement, or otherwise affect the Parties' rights to enforce the terms of the Settlement Agreement. The Settlement Agreement, available at www.dhillonlaw.com/GlobalFinancialDataProject contains additional information about Released Claims.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

Settlement Class Members have the right to request exclusion from (i.e., "opt out" of) the Settlement Class by sending a written request for exclusion to the Settlement Administrator postmarked by **December 20, 2019**. Written requests for exclusion from the Settlement Class must be submitted (by mail or email) to Class Counsel:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Tele: +1 (415) 433-1700
Fax: +1 (415) 520-6593

GFDPsettlement@dhillonlaw.com;

Requests for exclusion must include: (a) the case name and case number of the Action (*Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL); (b) the Settlement Class Member's legal name, address, telephone number, and, if available, an email address; (c) a statement that the Settlement Class Member wishes to exclude himself or herself from the Settlement Class; and (d) the Settlement Class Member's signature. No request for exclusion will be valid unless it complies with these requirements.

A person wishing to exclude themselves from the Settlement Class may do so by completing and following all instructions set forth in the Opt-Out Form available on the Settlement Website, www.dhillonlaw.com/GlobalFinancialDataProject.

Persons falling within the definition of the Settlement Class who validly and timely request exclusion from the Settlement Class shall not be Settlement Class Members, shall not be bound by the Settlement and shall not be eligible to make a Claim for any benefit(s) under the terms of the Settlement.

HOW DO I OBJECT TO THE SETTLEMENT?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any Settlement Class Member who intends to object to the Settlement Agreement must do so in writing, no later than **December 20, 2019**. In order to object, the Settlement Class Member (or his or her attorney) must file with the Court and provide a copy to Class Counsel and Defendants' Counsel, a hand signed document that includes:

- (a) the case name and number (*Hu, et al. v. Plehn-Dujowich, et al.*, Case Number 3:18-cv-01791-EDL);
- (b) the legal name, address, telephone number, and email address (if any) of the person objecting, and if he/she is represented by counsel, the same contact information for his/her counsel;
- (c) specify in writing each objection and the grounds for each objection, accompanied by any legal support for the objection;
- (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
- (e) a statement sufficient to establish his/her membership in the Settlement Class, including all information required by the Claim Form;
- (f) A detailed list of any other objections submitted by the Settlement Class Member, and/or his/her counsel, to any class actions submitted in any court, whether state or federal, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement Agreement;
- (g) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between Objector or Objector's counsel and any other person or entity; and
- (h) the Objector's signature on the written objection (an attorney's signature is not sufficient).

Any objection must be sent to the Court, Class Counsel, and Defendants' Counsel at the following addresses:

Court	Class Counsel/Settlement Administrator	Defendants' Counsel
Class Action Clerk United States District Court, Northern District of California 450 Golden Gate Avenue San Francisco, CA 94102 United States of America	DHILLON LAW GROUP INC. Harmeet K. Dhillon, Esq. Krista L. Baughman, Esq. Gregory R. Michael, Esq. 177 Post Street, Suite 700 San Francisco, CA 94108 United States of America GFDPsettlement@dhillonlaw.com ;	Loren Kieve, Esq. KIEVE LAW OFFICES 2655 Steiner Street San Francisco, CA 94115 United States of America lk@kivelaw.com

DO I NEED TO HIRE A LAWYER IF I JOIN THIS CASE?

No. The attorneys for the Plaintiffs who brought this case have been appointed "Class Counsel," as well as "Settlement Administrator," to represent the interests of all those who participate in this lawsuit. If you have any questions, you may contact Class Counsel listed below.

DHILLON LAW GROUP INC.
Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street. Suite 700

San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: harmeet@dhillonlaw.com;
kbaughman@dhillonlaw.com;
gmichael@dhillonlaw.com

If you participate in this Class Settlement, you will not be required to pay attorneys' fees or expenses to Class Counsel; Class Counsel's attorneys' fees and costs will be in an amount determined by the Court and paid by Defendants. Class Counsel will make a motion for attorneys' fees and costs, seeking an award of fees, costs, and expenses, which the Court will then consider at a final approval hearing, on **February 11, 2020**. Class Counsel will file the motion for fees on or before November 18, 2019, and post a copy of the motion papers on the Settlement Website. If you choose to hire a different lawyer, you may do so at your own expense.

All persons who do not exclude themselves from ("opt-out" of) the Settlement Class will have a right to object to any motion for attorneys' fees. If you want to object to any such motion, you must file a written objection with the Court stating with particularity the basis for the objection.

WHEN WILL THE COURT DECIDE FINAL APPROVAL OF THE SETTLEMENT?

The Court will hold a hearing at 9:00 a.m. on **February 11, 2020**, at the United States District Court for the Northern District of California located at 450 Golden Gate Ave., Courtroom E, San Francisco, CA 94102 (the "Final Approval Hearing") to decide whether to grant final approval of the Class Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will also consider Class Counsel's application for an award of attorneys' fees and expenses, and the proposed service awards to the Class Representatives. Settlement Class Members are welcome to attend the Final Approval Hearing, but attendance is not necessary for them to receive their benefits under the Settlement. The Settlement will not become final until the Court grants final approval of the Settlement and any appeals have been resolved.

The date and time of the Final Approval Hearing may change without further notice. You may verify the time and date of the hearing by contacting Class Counsel, checking the Settlement Website, or through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

WHAT IF I HAVE QUESTIONS?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.dhillonlaw.com/GlobalFinancialDataProject, by contacting Class Counsel at GFDPsettlement@dhillonlaw.com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, located at 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Additionally, for more information, you may visit the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject, where you will find the operative First Amended Complaint, as well as copies of this Notice, the Claim Form, and the Opt-Out form.

DO NOT DIRECT QUESTIONS TO THE COURT

The mailing of this Notice to you was authorized by the United States District Court for the Northern District of California. **Do not contact the Court or the Clerk's Office for more information.** If you have questions, contact Class Counsel.

Gregory R. Michael, Esq.
Associate | Dhillon Law Group Inc.
177 Post Street, Suite 700 | San Francisco, CA 94108
Phone: 415.433.1700 | Fax: 415.520.6593
www.dhillonlaw.com

www.dhillonlaw.com

Admitted to practice law in California

This email may be an attorney client privileged communication. If you received it in error, please destroy it and inform the sender.



Class_Settlemen
t_Notice.pdf



Claim_Form.pdf

Internal Ref.No.: _____

REQUEST TO OPT OUT OF CLASS ACTION SETTLEMENT

Hu, et al. v. Plehn-Dujowich, et al.,
United States District Court
Northern District Of California
Case Number: 3:18-cv-01791-EDL

PLEASE READ CAREFULLY

THIS FORM SHOULD BE POSTMARKED NO LATER THAN **DECEMBER 20, 2019**. IF YOU DO **NOT** WISH TO PARTICIPATE IN THIS LITIGATION THROUGH CLASS MEMBERSHIP, COMPLETE AND SEND THIS FORM BY MAIL ADDRESSED TO CLASS COUNSEL AT THE FOLLOWING ADDRESS:

DHILLON LAW GROUP INC.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Tel: +1 (415) 433-1700
Fax: +1 (415) 520-6593
Email: GFDPSettlement@dhillonlaw.com
Web: www.dhillonlaw.com/GlobalFinancialDataProject

IF YOU WISH TO PARTICIPATE IN THIS CLASS ACTION, DO **NOT** SUBMIT THIS FORM.

By signing below, I acknowledge and state that I do **not** wish to participate in this class settlement and choose to exclude myself from the Settlement Class.

Signature: _____ Date: _____

Printed Name: _____

Former Names/Nick Names (if any): _____

Street Address: _____

City, State, Zip Code: _____

Country: _____

Telephone: _____ Email: _____

From: Gregory Michael (DhillonLaw) gmichael@dhillonlaw.com
Subject: Global Financial Data Project Class Action Settlement Notice
Date: October 21, 2019 at 4:52 PM
To: Flan Fei blockinfinity69@gmail.com
Cc: GFDP Settlement - DLG GFDPsettlement@dhillonlaw.com
Bcc: harmeet@dhillonlaw.com, GMichael@dhillonlaw.com, LGiammona@dhillonlaw.com, Harmeeet K. Dhillon (DhillonLaw) harmeet@dhillonlaw.com, Gregory Michael (DhillonLaw) GMichael@dhillonlaw.com

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Plaintiffs,

v.

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The Settlement Class includes all persons who participated in the Global Financial Data Project.

Because you have been identified as a potential Settlement Class member, at this time you have the following choices:

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SUBMIT A CLAIM FORM	right to sue Defendants in a separate lawsuit about the claims this Settlement resolves. The deadline to submit a Claim Form is December 20, 2019 .
ASK TO BE EXCLUDED (OPT-OUT)	If you decide to exclude yourself (“opt-out”), you will keep the right to sue Defendants in your own separate lawsuit about the claims this Settlement resolves, but you give up the right to receive the benefits this Settlement provides. The deadline to request exclusion from the Settlement Class is December 20, 2019 .
OBJECT TO THE SETTLEMENT	If you do not exclude yourself from the Settlement Class, you may object to the Settlement by following the procedures below and submitting your specific objection in writing to the Court. The deadline to object to the Settlement is December 20, 2019 .
DO NOTHING	If you do nothing, you will not receive the benefits that this Settlement provides and you will give up the right to sue Defendants in a separate lawsuit about the claims this Settlement resolves.

WHY DID I GET THIS NOTICE?

Defendants’ records show that you previously participated in the Global Financial Data Project and are a class member of this lawsuit. This Notice explains that the Court has allowed, or “certified,” a class action lawsuit and preliminarily approved a Class Settlement that may affect you. You have legal rights and options that you may exercise.

The United States District Court for the Northern District of California is overseeing this case. The lawsuit is known as *Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL.

WHAT IS THIS CASE ABOUT?

Plaintiffs filed a lawsuit against Defendants Jose M. Plehn-Dujowich and BizQualify LLC on March 22, 2018, and amended the lawsuit on July 31, 2018 to join Defendant Powerlytics, Inc. as a defendant. Plaintiffs have since voluntarily dismissed all claims asserted against Powerlytics, Inc., which is no longer a defendant in this lawsuit. The operative First Amended Complaint asserts that Defendants made material misrepresentations with respect to the Global Financial Data Project, advertising the project as being operated, sponsored, endorsed, or affiliated by the University of California, Berkeley and/or the University of California, Los Angeles; that Defendants made certain false promises to provide meaningful educational instruction, a certification, and a letter of recommendation; that Defendants took, under false pretenses, money from those participating in the project, in the form of a course fee; and that Defendants entered into an employer-employee relationship with those who enrolled in Defendants’ Global Financial Data Project and performed work for Defendants in connection thereto, including by collecting financial data on U.S. and foreign businesses. Accordingly, Plaintiffs allege that Plaintiffs and all those similarly situated are entitled to monetary damages, liquidated damages, penalties, injunctive relief, interest, costs, attorneys’ fees, and expenses. The Court has allowed this case to proceed as a class action on behalf of the following Class of persons:

- **Class:** All persons who enrolled in the Global Financial Data Project. Excluded from the Settlement Class are Defendants’ officers and directors and the immediate families of the Defendants’ officers and directors. Also excluded from the Settlement Class are the Defendants’ legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

The Parties now agree to settle the Action in its entirety. The Parties intend the Settlement to bind the Class Representatives, Defendants, and all Settlement Class Members. The Settlement Class is defined to include the following persons:

- **Settlement Class:** All Class Members, including Class Representatives, who do not exclude themselves from the Class or Settlement Class. pursuant to the procedures set forth in Section 6.3 of the Settlement

Agreement and the Class Notice.

WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people, called “Class Representatives” (in this case, Plaintiffs Qiuzei Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei), sue on behalf of other people who have similar claims. These people together are a “class” or “class members.” The plaintiffs who initially sued, and all the class members like them who do not opt-out of the litigation, are called the plaintiffs. The person and companies they sued are called the defendants (in this case Defendants Jose M. Plehn-Dujowich and BizQualify LLC). One Court resolves the issues for everyone in the class, except for those people who choose to exclude themselves from the class (or “opt-out”).

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to this Settlement, in order to avoid the cost and burden of further litigation and so the Settlement Class Members can receive benefits. The Class Representatives and their attorneys believe the Settlement is a fair and reasonable resolution of the claims asserted in this lawsuit.

HOW DO I KNOW IF I AM A PART OF THE SETTLEMENT?

You are a part of the Settlement Class if you participated in the Global Financial Data Project operated by Defendants, at any point in time, and regardless of whether you paid any enrollment fee. Those Settlement Class Members that paid an enrollment fee may be eligible to receive greater compensation than those Members who did not pay a fee.

Excluded from the Settlement Class are Defendants’ officers and directors and the immediate families of the Defendants’ officers and directors. Also excluded from the Settlement Class are the Defendants’ legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

WHAT IF I AM STILL NOT SURE IF I AM A PART OF THE SETTLEMENT?

If you are not sure whether you are included in the Settlement Class, you can contact Class Counsel, which will be serving as the Settlement Administrator:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: GFDPsettlement@dhillonlaw.com;

You may also visit the Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject, for additional information.

HOW DO I KNOW IF I AM ELIGIBLE FOR MONETARY SETTLEMENT BENEFITS?

All Settlement Class Members who submit timely, valid Claim Forms will be eligible to receive monetary benefits. However, the Settlement Agreement also gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a “course fee” to enroll in the GFDP. To learn more about submitting a Claim Form, see below, or visit the Settlement Website at: www.dhillonlaw.com/GlobalFinancialDataProject.

WHAT ARE THE SETTLEMENT BENEFITS?

The Settlement creates a Settlement Fund in the total amount of up to \$695,000. Of the total Settlement Fund, \$375,000 shall be allocated amongst the Settlement Class Members and Class Representatives. The Settlement Fund shall be paid in the following order:

- (1) Payment for general releases and services provided by Class Representatives. Each Class Representative shall be refunded their \$2,413 course fee and shall, subject to Court approval, receive an incentive payment not to exceed a combined total of \$20,000, split amongst the Class Representatives;
- (2) Any award of attorneys' fees and costs as approved by the Court to Class Counsel under the Settlement Agreement, which amount is not to exceed \$300,000;
- (3) Cash benefits to the Settlement Class Members who submit a valid and legitimate Claim Form shall be eligible to receive a portion of the remaining Settlement Fund (i.e. a portion of \$345,348) in accordance with the information provided below.

The Settlement Agreement gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a "course fee" to enroll in the GFDP.

Accordingly, if the total amount of documented "course fees" paid by Settlement Class Members **is equal to or greater than** \$345,348, those Settlement Class Members who fail to submit documentation of any "course fee" will not receive any settlement payment, while those who do submit such documentation will receive a pro rata share of the remaining Settlement Fund, based on the amount he or she paid in comparison to the amounts paid by all other claimants.

If the total amount of documented "course fees" paid by Settlement Class Members is **less than** \$345,348, then the funds will be split as follows: all those who submitted proof of payment of a "course fee" will be entitled to a full refund of the amount paid, and pro rata split of any remaining funds; those who do not submit such proof will be entitled to receive a pro rata split of any funds remaining after the refunds of course fees have been allocated to the other claimants.

All disbursements to the Settlement Class Members shall be made in the order that the Valid Claim Forms were received by the Settlement Administrator. Under the Settlement Agreement, Defendants are required to make payments on an ongoing basis over no less than five years. Accordingly, those Settlement Class Members that submit a Valid Claim earlier, will be eligible to receive payment earlier, following the final approval of the Settlement by the Court.

Additionally, the Parties have agreed that Defendants will provide certain assurances that they will fully perform their obligations under the Settlement Agreement, including making all settlement payments in a timely manner. Specifically, upon final approval of the Settlement by the Court, Defendants have agreed to do the following: (1) Defendant Plehn-Dujowich will execute a stock pledge and security agreement pledging 50,000 shares of Series A1 Preferred Stock and 100,000 shares of Series A2 Preferred Stock in Powerlytics, Inc. to the Settlement Administrator, for the benefit of the Settlement Class; and (2) Defendants will stipulate to entry of a final judgment of \$1,000,000 which will be entered by the Court in the event that Defendants default on any obligation under the Settlement Agreement. In the event Defendants default on any Settlement obligation, and funds are collected through the sale of the shares or enforcement of the stipulated judgment, such funds will be distributed to Class Representatives, Class Counsel, and the Settlement Class pursuant to the Settlement Agreement and as directed by the Court.

The Parties have filed certain portions of the Settlement Agreement under seal with the Court. Any Settlement Class Member wishing to review the sealed portions of the Settlement Agreement may do so by requesting access from the Settlement Administrator and agreeing to maintaining the confidentiality of all material sealed by the Court.

HOW DO I GET BENEFITS AND WHEN ARE THE CLAIM FORMS DUE?

In order to receive monetary benefits under this Settlement, Settlement Class Members should submit a Claim Form to Class Counsel, which is also serving as the Settlement Administrator. Claim Forms must be submitted or postmarked by **December 20, 2019**, and may be submitted online via the Settlement

Website www.dhillonlaw.com/GlobalFinancialDataProject, or by mail to the Settlement Administrator at:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.

Krista L. Baughman, Esq.

Gregory R. Michael, Esq.

177 Post Street, Suite 700

San Francisco, CA 94108

United States of America

Telephone: +1 (415) 433-1700

Facsimile: +1 (415) 520-6593

Email: GFDPsettlement@dhillonlaw.com;

Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject

To receive a payment, you must submit a timely Claim Form with information or documentation sufficient to establish that you participated in the Global Financial Data Project and/or paid a course enrollment fee for the same, and comply with the instructions set forth in the Claim Form. All benefits will be paid out in the order claims forms are received by the Settlement Administrator. If you have any questions regarding the claim submissions process please contact the Settlement Administrator.

WHAT RIGHTS AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS?

Unless you timely exclude yourself (“opt-out”) from the Settlement, you will remain in the Settlement Class. If the Settlement is approved and becomes final, you will not be able to sue Defendants regarding the legal claims that were litigated in this case, but you will be eligible to receive benefits from this Settlement if you submit a valid and timely Claim. The specific rights you are giving up are called “Released Claims.”

WHAT ARE THE RELEASED CLAIMS?

As of the Effective Date of the Settlement Agreement, the Class Representatives and Settlement Class Members (the “Releasing Parties”), each on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged the Defendants (and the successors, agents, and assigns) of and from any and all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to in this Action, or which could have been alleged in this Action, including, without limitation, all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, or remedies relating to, based upon, resulting from, or arising out of the facts and circumstances giving rise to the Action, as set forth in the First Amended Complaint in the Action. A copy of the First Amended Complaint is available on the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject.

This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of the California Labor Code (except for the provisions relating to workers’ compensation and Section 2802) or Business and Professions Code (*e.g.*, 17200 *et seq.*), or the federal Fair Labor Standards Act, and the Private Attorney General Act (“PAGA”) (Labor Code section 2699 *et seq.*), all wage claims, and all claims for attorneys’ fees, costs and expenses. Class Representatives and the Settlement Class Members expressly waive his, her, and their right to recovery of any type, including damages, in any administrative or court action, whether state or federal, and whether brought by any Party or on its behalf, related in any way to the matters released herein.

With respect to the Released Claims, each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States of America or any state or territory thereof, or of the common law or civil law). Section 1542 provides that:

A general release does not extend to claims which 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.

By failing to exclude themselves from the settlement, Settlement Class Members acknowledge and agree that the Settlement Class Members' Settlement Awards constitute payment in full of any and all amounts allegedly due to them in connection with all of the claims for wage and hour and payroll practice violations asserted in the Action. In light of the foregoing, Settlement Class Members shall be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

The release does not extend to claims which by law cannot be released by private agreement, such as claims for worker's compensation or unemployment benefits.

Upon the Court's final approval of the Settlement, the Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Defendants or based on any actions taken by any of the Defendants that are authorized or required by the Settlement Agreement or by the Court's order approving the Settlement.

None of the above releases include releases of claims arising from a breach of the Settlement Agreement, or otherwise affect the Parties' rights to enforce the terms of the Settlement Agreement. The Settlement Agreement, available at www.dhillonlaw.com/GlobalFinancialDataProject contains additional information about Released Claims.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

Settlement Class Members have the right to request exclusion from (i.e., "opt out" of) the Settlement Class by sending a written request for exclusion to the Settlement Administrator postmarked by **December 20, 2019**. Written requests for exclusion from the Settlement Class must be submitted (by mail or email) to Class Counsel:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Tele: +1 (415) 433-1700
Fax: +1 (415) 520-6593

GFDPsettlement@dhillonlaw.com;

Requests for exclusion must include: (a) the case name and case number of the Action (*Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL); (b) the Settlement Class Member's legal name, address, telephone number, and, if available, an email address; (c) a statement that the Settlement Class Member wishes to exclude himself or herself from the Settlement Class; and (d) the Settlement Class Member's signature. No request for exclusion will be valid unless it complies with these requirements.

A person wishing to exclude themselves from the Settlement Class may do so by completing and following all instructions set forth in the Opt-Out Form available on the Settlement Website, www.dhillonlaw.com/GlobalFinancialDataProject.

Persons falling within the definition of the Settlement Class who validly and timely request exclusion from the Settlement Class shall not be Settlement Class Members, shall not be bound by the Settlement and shall not be eligible to make a Claim for any benefit(s) under the terms of the Settlement.

HOW DO I OBJECT TO THE SETTLEMENT?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any Settlement Class Member who intends to object to the Settlement Agreement must do so in writing, no later than **December 20, 2019**. In order to object, the Settlement Class Member (or his or her attorney) must file with the Court and provide a copy to Class Counsel and Defendants' Counsel, a hand signed document that includes:

- (a) the case name and number (*Hu, et al. v. Plehn-Dujowich, et al.*, Case Number 3:18-cv-01791-EDL);
- (b) the legal name, address, telephone number, and email address (if any) of the person objecting, and if he/she is represented by counsel, the same contact information for his/her counsel;
- (c) specify in writing each objection and the grounds for each objection, accompanied by any legal support for the objection;
- (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
- (e) a statement sufficient to establish his/her membership in the Settlement Class, including all information required by the Claim Form;
- (f) A detailed list of any other objections submitted by the Settlement Class Member, and/or his/her counsel, to any class actions submitted in any court, whether state or federal, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement Agreement;
- (g) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between Objector or Objector's counsel and any other person or entity; and
- (h) the Objector's signature on the written objection (an attorney's signature is not sufficient).

Any objection must be sent to the Court, Class Counsel, and Defendants' Counsel at the following addresses:

Court	Class Counsel/Settlement Administrator	Defendants' Counsel
Class Action Clerk United States District Court, Northern District of California 450 Golden Gate Avenue San Francisco, CA 94102 United States of America	DHILLON LAW GROUP INC. Harmeet K. Dhillon, Esq. Krista L. Baughman, Esq. Gregory R. Michael, Esq. 177 Post Street, Suite 700 San Francisco, CA 94108 United States of America GFDPsettlement@dhillonlaw.com ;	Loren Kieve, Esq. KIEVE LAW OFFICES 2655 Steiner Street San Francisco, CA 94115 United States of America lk@kivelaw.com

DO I NEED TO HIRE A LAWYER IF I JOIN THIS CASE?

No. The attorneys for the Plaintiffs who brought this case have been appointed "Class Counsel," as well as "Settlement Administrator," to represent the interests of all those who participate in this lawsuit. If you have any questions, you may contact Class Counsel listed below.

DHILLON LAW GROUP INC.
Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street. Suite 700

San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: harmeet@dhillonlaw.com;
kbaughman@dhillonlaw.com;
gmichael@dhillonlaw.com

If you participate in this Class Settlement, you will not be required to pay attorneys' fees or expenses to Class Counsel; Class Counsel's attorneys' fees and costs will be in an amount determined by the Court and paid by Defendants. Class Counsel will make a motion for attorneys' fees and costs, seeking an award of fees, costs, and expenses, which the Court will then consider at a final approval hearing, on **February 11, 2020**. Class Counsel will file the motion for fees on or before November 18, 2019, and post a copy of the motion papers on the Settlement Website. If you choose to hire a different lawyer, you may do so at your own expense.

All persons who do not exclude themselves from ("opt-out" of) the Settlement Class will have a right to object to any motion for attorneys' fees. If you want to object to any such motion, you must file a written objection with the Court stating with particularity the basis for the objection.

WHEN WILL THE COURT DECIDE FINAL APPROVAL OF THE SETTLEMENT?

The Court will hold a hearing at 9:00 a.m. on **February 11, 2020**, at the United States District Court for the Northern District of California located at 450 Golden Gate Ave., Courtroom E, San Francisco, CA 94102 (the "Final Approval Hearing") to decide whether to grant final approval of the Class Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will also consider Class Counsel's application for an award of attorneys' fees and expenses, and the proposed service awards to the Class Representatives. Settlement Class Members are welcome to attend the Final Approval Hearing, but attendance is not necessary for them to receive their benefits under the Settlement. The Settlement will not become final until the Court grants final approval of the Settlement and any appeals have been resolved.

The date and time of the Final Approval Hearing may change without further notice. You may verify the time and date of the hearing by contacting Class Counsel, checking the Settlement Website, or through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

WHAT IF I HAVE QUESTIONS?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.dhillonlaw.com/GlobalFinancialDataProject, by contacting Class Counsel at GFDPsettlement@dhillonlaw.com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, located at 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Additionally, for more information, you may visit the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject, where you will find the operative First Amended Complaint, as well as copies of this Notice, the Claim Form, and the Opt-Out form.

DO NOT DIRECT QUESTIONS TO THE COURT

The mailing of this Notice to you was authorized by the United States District Court for the Northern District of California. **Do not contact the Court or the Clerk's Office for more information.** If you have questions, contact Class Counsel.

Gregory R. Michael, Esq.
Associate | Dhillon Law Group Inc.
177 Post Street, Suite 700 | San Francisco, CA 94108
Tel: +1 (415) 433-1700 | Fax: +1 (415) 520-6593

Phone: 415.433.1700 | Fax: 415.520.6593
www.dhillonlaw.com

Admitted to practice law in California

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Class_Settlemen
t_Notice.pdf



Claim_Form.pdf

Internal Ref.No.: _____

REQUEST TO OPT OUT OF CLASS ACTION SETTLEMENT

Hu, et al. v. Plehn-Dujowich, et al.,
United States District Court
Northern District Of California
Case Number: 3:18-cv-01791-EDL

PLEASE READ CAREFULLY

THIS FORM SHOULD BE POSTMARKED NO LATER THAN **DECEMBER 20, 2019**. IF YOU DO **NOT** WISH TO PARTICIPATE IN THIS LITIGATION THROUGH CLASS MEMBERSHIP, COMPLETE AND SEND THIS FORM BY MAIL ADDRESSED TO CLASS COUNSEL AT THE FOLLOWING ADDRESS:

DHILLON LAW GROUP INC.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Tel: +1 (415) 433-1700
Fax: +1 (415) 520-6593
Email: GFDPsettlement@dhillonlaw.com
Web: www.dhillonlaw.com/GlobalFinancialDataProject

IF YOU WISH TO PARTICIPATE IN THIS CLASS ACTION, DO **NOT** SUBMIT THIS FORM.

By signing below, I acknowledge and state that I do **not** wish to participate in this class settlement and choose to exclude myself from the Settlement Class.

Signature: _____ Date: _____

Printed Name: _____

Former Names/Nick Names (if any): _____

Street Address: _____

City, State, Zip Code: _____

Country: _____

Tel: _____

Email: _____

EXHIBIT 4

From: Gregory Michael (DhillonLaw) gmichael@dhillonlaw.com

Subject: Global Financial Data Project Class Action Settlement Notice (Final Reminder)

Date: December 9, 2019 at 2:16 PM

To: GFDP Settlement - DLG GFDPsettlement@dhillonlaw.com

Bcc: anaisaddad@berkeley.edu, aaronaltman@email.arizona.edu, bbach@berkeley.edu, gipson.bachman@gmail.com, 705003276@qq.com, rmbindra@ucdavis.edu, cz941223@163.com, cenliting0420@hotmail.com, ch2uicu@126.com, andyc0428@gmail.com, solitarydorothy@gmail.com, chenjiakun95@163.com, khenlf@126.com, chensiyu0437@126.com, chenycf@163.com, 13622284180@163.com, yijun.chen.business@outlook.com, chenyx225@mail2.sysu.edu.cn, 1074448613@qq.com, wy1990@berkeley.edu, lidai@my.smccd.edu, yqi.dai@outlook.com, estelle05@163.com, dingevan010@hotmail.com, zding@berkeley.edu, 1310120106@pku.edu.cn, jiacong@gmail.com, 18982028281@163.com, ernstj@kenyon.edu, 1758673686@qq.com, wfei@ucsc.edu, s08feng@gmail.com, jessicayingfu@berkeley.edu, yiminfu@berkeley.edu, gao.697@osu.edu, davidberkeley562@berkeley.edu, tgou@email.wm.edu, gyh_hyo@hotmail.com, devinahalim@berkeley.edu, hanqinjiaozi@gmail.com, yoojeonghan@ucla.edu, 672543852@qq.com, haoyunda16@163.com, jingzehe@yahoo.com, ivyranh@gmail.com, hxx96@yahoo.com, yuanfeih@iastate.edu, alexander.ho@berkeley.edu, 81alexander.ho@gmail.com, hyejin8@g.ucla.edu, hxl3416833@gmail.com, jingruhu@foxmail.com, iris.hu@berkeley.edu, hulinhan2013@tamu.edu, vanessaqhu@gmail.com, 935464383@qq.com, jiaxinh.evey@gmail.com, hlh9412@163.com, kaoru_alice@icloud.com, jay.iyer@berkeley.edu, 164147205@qq.com, yjia757@gmail.com, jiaayuchen1996@163.com, missjiangjialiang@126.com, jiangsicong1073@163.com, yuyan143@foxmail.com, 970514403@qq.com, aseemk@berkeley.edu, wfkiang@berkeley.edu, jonathanpo.lai@mail.utoronto.ca, vivianlai7195@gmail.com, 2582031777@qq.com, brainlei1309@163.com, tessleung0428@berkeley.edu, anyuli@berkeley.edu, daidaili9091@gmail.com, li.4443@buckeyemail.osu.edu, Muyao.L@outlook.com, li.aria@yahoo.com, ericltl@berkeley.edu, belove1994@126.com, 1397615243@qq.com, lixinyuayu@163.com, li.6586@buckeyemail.osu.edu, 1143856084@qq.com, yuanli@berkeley.edu, missleetseyin@gmail.com, yiwenSuk@gmail.com, 619037565@qq.com, zliao@ruc.edu.cn, linjiayu2399@163.com, LINL00925@GMAIL.COM, runlin@ucdavis.edu, sixuan.liu@berkeley.edu, charlesatlifegmail.com, changl3@illinois.edu, chuanhui.liu@qq.com, liuqianhui216@gmail.com, sulini@hotmial.com, yarusophia@mail.utoronto.ca, lyfttcliu06@hotmail.com, 353467310@qq.com, 358965200@qq.com, lbc9412@163.com, yuki-lmylmy@hotmail.com, fatehoro@gmail.com, williamluochen@berkeley.edu, daseinhitori@outlook.com, ruizema1@gmail.com, ma.1222@osu.edu, mmiao@berkeley.edu, dmart039@ucr.edu, hmiyawaki@g.ucla.edu, shaulnirpaz@berkeley.edu, s_niu@uncg.edu, rjpan14@fudan.edu.cn, srpan@ucla.edu, kevin.pang@berkeley.edu, yj.park@berkeley.edu, lulupeng@pku.edu.cn, 873677045@qq.com, qiur2@uw.edu, edalrami@gmail.com, ugoreb@berkeley.edu, rench2an@163.com, 736212153@qq.com, renyxuan09@126.com, arietydk@berkeley.edu, ivan.roncercia@knights.ucf.edu, shannan2016@126.com, lingyunshao0454@163.com, lenka.s@berkeley.edu, shixiaohan2309@126.com, pokhins@gmail.com, 14307110048@fudan.edu.cn, songyaxuan0565@163.com, su960103@hotmail.com, carenerica@berkeley.edu, sunhaohao1126@163.com, sunxiaoqingchloe@gmail.com, isaihtan@berkeley.edu, oliviatang9658@163.com, xt23@nau.edu, 479401038@qq.com, tommy.tang.1220@gmail.com, tommy.tang.1220@gmail.com, orchicoccus@gmail.com, ivyntran@gmail.com, gary.vartanian@gmail.com, gary.vartanian@gmail.com, 429351274@qq.com, wan.152@osu.edu, 110s758@gmail.com, wangzhicong@berkeley.edu, wangzhicong7@gmail.com, davidtw@berkeley.edu, m.w.wang1992@gmail.com, 3036165651@qq.com, 524906245@qq.com, huayiw1@uci.edu, twang@averoinc.com, wangiwei036@gmail.com, 835523862@qq.com, wangsy0202@yeah.net, junwang@my.smccd.edu, whydaniel1993@gmail.com, 649154930@qq.com, ywang478@illinois.edu, wangshiyun1996@gmail.com, wang.8549@osu.edu, wangiwei036@gmail.com, ywang478@illinois.edu, shaojin_wei@berkeley.edu, 449217496@QQ.com, 710076163@qq.com, 704366125@qq.com, 461945538@qq.com, jingwu6@illinois.edu, xyf19971003@yahoo.com, 810786159@qq.com, Helena.xl.xiao@gmail.com, angelaxtao@gmail.com, 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DO NOT RESUBMIT A CLAIM IF YOU HAVE ALREADY DONE SO

(ALL CLAIMS AND DOCUMENTATION MUST BE SUBMITTED BY DECEMBER 20, 2019)

IMPORTANT LEGAL NOTICE

QIUZI HU, an individual, EDWIN RAMIREZ, an individual, IVAN RONCERIA, an individual, WENZHI FEI, an individual, on behalf of themselves and all others similarly situated

situated,

Plaintiffs,

v.

JOSE M. PLEHN-DUJOWICH, a.k.a. JOSE M. PLEHN, an individual; BIZQUALIFY LLC, a California limited liability company; and POWERLYTICS, INC., a Delaware corporation,

Defendants.

Case Number: 3:18-cv-01791-EDL

NOTICE OF CLASS ACTION SETTLEMENT

A United States federal court authorized the distribution of this Notice to you. This is not a solicitation from a lawyer.

If you participated in the Global Financial Data Project you may be eligible to receive benefits from a class action settlement.

Your legal rights are affected whether or not you act. Please read this Notice carefully.

WHAT IS THIS NOTICE?

A proposed Class Action Settlement has been reached in a class action lawsuit involving Jose M. Plehn-Dujowich and BizQualify LLC, captioned *Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL (the “Action”) pending in the United States District Court, Northern District of California. A Federal Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who is eligible to receive them.

Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei (“Plaintiffs” or “Class Representatives”) have sued Defendants Jose M. Plehn-Dujowich and BizQualify LLC (“Defendants”) for their alleged violations of California Labor Code, the federal Fair Labor Standards Act (“FLSA”), fraud, false advertising, breach of contract, unfair competition, and related claims, in connection with the Global Financial Data Project (“GFDP”), an online course operated by the Defendants. Plaintiffs have voluntarily dismissed all claims against former-defendant Powerlytics, Inc., which is no longer a defendant in this action. You have received this Notice because Defendants’ records show that you participated in the GFDP during the relevant period. Accordingly, you should read this Notice carefully, because it will affect your rights. The Parties have agreed to settle the Action in its entirety.

The Settlement Class includes all persons who participated in the Global Financial Data Project.

Because you have been identified as a potential Settlement Class member, at this time you have the following choices:

WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?	
SUBMIT A CLAIM FORM	If you submit a Claim Form, you will give up the right to sue Defendants in a separate lawsuit about the claims this Settlement resolves. The deadline to submit a Claim Form is December 20, 2019 .
ASK TO BE EXCLUDED (OPT-OUT)	If you decide to exclude yourself (“opt-out”), you will keep the right to sue Defendants in your own separate lawsuit about the claims this Settlement resolves, but you give up the right to receive the benefits this Settlement provides. The deadline to request exclusion from the Settlement Class is December 20, 2019 .
OBJECT TO THE SETTLEMENT	If you do not exclude yourself from the Settlement Class, you may object to the Settlement by following the procedures below and submitting your specific objection in writing to the Court. The deadline to

	object to the Settlement is December 20, 2019 .
DO NOTHING	If you do nothing, you will not receive the benefits that this Settlement provides and you will give up the right to sue Defendants in a separate lawsuit about the claims this Settlement resolves.

WHY DID I GET THIS NOTICE?

Defendants' records show that you previously participated in the Global Financial Data Project and are a class member of this lawsuit. This Notice explains that the Court has allowed, or "certified," a class action lawsuit and preliminarily approved a Class Settlement that may affect you. You have legal rights and options that you may exercise.

The United States District Court for the Northern District of California is overseeing this case. The lawsuit is known as *Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL.

WHAT IS THIS CASE ABOUT?

Plaintiffs filed a lawsuit against Defendants Jose M. Plehn-Dujowich and BizQualify LLC on March 22, 2018, and amended the lawsuit on July 31, 2018 to join Defendant Powerlytics, Inc. as a defendant. Plaintiffs have since voluntarily dismissed all claims asserted against Powerlytics, Inc., which is no longer a defendant in this lawsuit. The operative First Amended Complaint asserts that Defendants made material misrepresentations with respect to the Global Financial Data Project, advertising the project as being operated, sponsored, endorsed, or affiliated by the University of California, Berkeley and/or the University of California, Los Angeles; that Defendants made certain false promises to provide meaningful educational instruction, a certification, and a letter of recommendation; that Defendants took, under false pretenses, money from those participating in the project, in the form of a course fee; and that Defendants entered into an employer-employee relationship with those who enrolled in Defendants' Global Financial Data Project and performed work for Defendants in connection thereto, including by collecting financial data on U.S. and foreign businesses. Accordingly, Plaintiffs allege that Plaintiffs and all those similarly situated are entitled to monetary damages, liquidated damages, penalties, injunctive relief, interest, costs, attorneys' fees, and expenses. The Court has allowed this case to proceed as a class action on behalf of the following Class of persons:

- **Class:** All persons who enrolled in the Global Financial Data Project. Excluded from the Settlement Class are Defendants' officers and directors and the immediate families of the Defendants' officers and directors. Also excluded from the Settlement Class are the Defendants' legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

The Parties now agree to settle the Action in its entirety. The Parties intend the Settlement to bind the Class Representatives, Defendants, and all Settlement Class Members. The Settlement Class is defined to include the following persons:

- **Settlement Class:** All Class Members, including Class Representatives, who do not exclude themselves from the Class or Settlement Class, pursuant to the procedures set forth in Section 6.3 of the Settlement Agreement and the Class Notice.

WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people, called "Class Representatives" (in this case, Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei), sue on behalf of other people who have similar claims. These people together are a "class" or "class members." The plaintiffs who initially sued, and all the class members like them who do not opt-out of the litigation, are called the plaintiffs. The person and companies they sued are called the defendants (in this case Defendants Jose M. Plehn-Dujowich and BizQualify LLC). One Court resolves the issues for everyone in the class, except for those people who choose to exclude themselves from the class (or "opt-out").

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to this Settlement, in order to avoid the cost and burden of further litigation and so the Settlement Class Members can receive benefits. The Class Representatives and their attorneys believe the Settlement is a fair and reasonable resolution of the claims asserted in this lawsuit.

HOW DO I KNOW IF I AM A PART OF THE SETTLEMENT?

You are a part of the Settlement Class if you participated in the Global Financial Data Project operated by Defendants, at any point in time, and regardless of whether you paid any enrollment fee. Those Settlement Class Members that paid an enrollment fee may be eligible to receive greater compensation than those Members who did not pay a fee.

Excluded from the Settlement Class are Defendants' officers and directors and the immediate families of the Defendants' officers and directors. Also excluded from the Settlement Class are the Defendants' legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

WHAT IF I AM STILL NOT SURE IF I AM A PART OF THE SETTLEMENT?

If you are not sure whether you are included in the Settlement Class, you can contact Class Counsel, which will be serving as the Settlement Administrator:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: GFDPsettlement@dhillonlaw.com;

You may also visit the Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject, for additional information.

HOW DO I KNOW IF I AM ELIGIBLE FOR MONETARY SETTLEMENT BENEFITS?

All Settlement Class Members who submit timely, valid Claim Forms will be eligible to receive monetary benefits. However, the Settlement Agreement also gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a "course fee" to enroll in the GFDP. To learn more about submitting a Claim Form, see below, or visit the Settlement Website at: www.dhillonlaw.com/GlobalFinancialDataProject.

WHAT ARE THE SETTLEMENT BENEFITS?

The Settlement creates a Settlement Fund in the total amount of up to \$695,000. Of the total Settlement Fund, \$375,000 shall be allocated amongst the Settlement Class Members and Class Representatives. The Settlement Fund shall be paid in the following order:

- (1) Payment for general releases and services provided by Class Representatives. Each Class Representative shall be refunded their \$2,413 course fee and shall, subject to Court approval, receive an incentive payment not to exceed a combined total of \$20,000, split amongst the Class Representatives;
- (2) Any award of attorneys' fees and costs as approved by the Court to Class Counsel under the Settlement Agreement, which amount is not to exceed \$300,000;
- (3) Cash benefits to the Settlement Class Members who submit a valid and legitimate Claim Form shall be eligible to receive a portion of the remaining Settlement Fund (i.e. a portion of \$245,248) in

shall be eligible to receive a portion of the remaining Settlement Fund (i.e. a portion of \$345,348) in accordance with the information provided below.

The Settlement Agreement gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a “course fee” to enroll in the GFDP.

Accordingly, if the total amount of documented “course fees” paid by Settlement Class Members **is equal to or greater than** \$345,348, those Settlement Class Members who fail to submit documentation of any “course fee” will not receive any settlement payment, while those who do submit such documentation will receive a pro rata share of the remaining Settlement Fund, based on the amount he or she paid in comparison to the amounts paid by all other claimants.

If the total amount of documented “course fees” paid by Settlement Class Members is **less than** \$345,348, then the funds will be split as follows: all those who submitted proof of payment of a “course fee” will be entitled to a full refund of the amount paid, and pro rata split of any remaining funds; those who do not submit such proof will be entitled to receive a pro rata split of any funds remaining after the refunds of course fees have been allocated to the other claimants.

All disbursements to the Settlement Class Members shall be made in the order that the Valid Claim Forms were received by the Settlement Administrator. Under the Settlement Agreement, Defendants are required to make payments on an ongoing basis over no less than five years. Accordingly, those Settlement Class Members that submit a Valid Claim earlier, will be eligible to receive payment earlier, following the final approval of the Settlement by the Court.

Additionally, the Parties have agreed that Defendants will provide certain assurances that they will fully perform their obligations under the Settlement Agreement, including making all settlement payments in a timely manner. Specifically, upon final approval of the Settlement by the Court, Defendants have agreed to do the following: (1) Defendant Plehn-Dujowich will execute a stock pledge and security agreement pledging 50,000 shares of Series A1 Preferred Stock and 100,000 shares of Series A2 Preferred Stock in Powerlytics, Inc. to the Settlement Administrator, for the benefit of the Settlement Class; and (2) Defendants will stipulate to entry of a final judgment of \$1,000,000 which will be entered by the Court in the event that Defendants default on any obligation under the Settlement Agreement. In the event Defendants default on any Settlement obligation, and funds are collected through the sale of the shares or enforcement of the stipulated judgment, such funds will be distributed to Class Representatives, Class Counsel, and the Settlement Class pursuant to the Settlement Agreement and as directed by the Court.

The Parties have filed certain portions of the Settlement Agreement under seal with the Court. Any Settlement Class Member wishing to review the sealed portions of the Settlement Agreement may do so by requesting access from the Settlement Administrator and agreeing to maintaining the confidentiality of all material sealed by the Court.

HOW DO I GET BENEFITS AND WHEN ARE THE CLAIM FORMS DUE?

In order to receive monetary benefits under this Settlement, Settlement Class Members should submit a Claim Form to Class Counsel, which is also serving as the Settlement Administrator. Claim Forms must be submitted or postmarked by **December 20, 2019**, and may be submitted online via the Settlement Website www.dhillonlaw.com/GlobalFinancialDataProject, or by mail to the Settlement Administrator at:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.

Krista L. Baughman, Esq.

Gregory R. Michael, Esq.

177 Post Street, Suite 700

San Francisco, CA 94108

United States of America

Telephone: +1 (415) 433-1700

Facsimile: +1 (415) 520-6593

Email: GFDPsettlement@dhillonlaw.com;

Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject

To receive a payment, you must submit a timely Claim Form with information or documentation sufficient to establish that you participated in the Global Financial Data Project and/or paid a course enrollment fee for the same, and comply with the instructions set forth in the Claim Form. All benefits will be paid out in the order claims forms are received by the Settlement Administrator. If you have any questions regarding the claim submissions process please contact the Settlement Administrator.

WHAT RIGHTS AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS?

Unless you timely exclude yourself (“opt-out”) from the Settlement, you will remain in the Settlement Class. If the Settlement is approved and becomes final, you will not be able to sue Defendants regarding the legal claims that were litigated in this case, but you will be eligible to receive benefits from this Settlement if you submit a valid and timely Claim. The specific rights you are giving up are called “Released Claims.”

WHAT ARE THE RELEASED CLAIMS?

As of the Effective Date of the Settlement Agreement, the Class Representatives and Settlement Class Members (the “Releasing Parties”), each on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged the Defendants (and the successors, agents, and assigns) of and from any and all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to in this Action, or which could have been alleged in this Action, including, without limitation, all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, or remedies relating to, based upon, resulting from, or arising out of the facts and circumstances giving rise to the Action, as set forth in the First Amended Complaint in the Action. A copy of the First Amended Complaint is available on the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject.

This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of the California Labor Code (except for the provisions relating to workers’ compensation and Section 2802) or Business and Professions Code (*e.g.*, 17200 *et seq.*), or the federal Fair Labor Standards Act, and the Private Attorney General Act (“PAGA”) (Labor Code section 2699 *et seq.*), all wage claims, and all claims for attorneys’ fees, costs and expenses. Class Representatives and the Settlement Class Members expressly waive his, her, and their right to recovery of any type, including damages, in any administrative or court action, whether state or federal, and whether brought by any Party or on its behalf, related in any way to the matters released herein.

With respect to the Released Claims, each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States of America or any state or territory thereof, or of the common law or civil law). Section 1542 provides that:

A general release does not extend to claims which 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.

By failing to exclude themselves from the settlement, Settlement Class Members acknowledge and agree that the Settlement Class Members’ Settlement Awards constitute payment in full of any and all amounts allegedly due to them in connection with all of the claims for wage and hour and payroll practice violations asserted in the Action. In light of the foregoing, Settlement Class Members shall be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

The release does not extend to claims which by law cannot be released by private agreement, such as claims for worker's compensation or unemployment benefits.

Upon the Court's final approval of the Settlement, the Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Defendants or based on any actions taken by any of the Defendants that are authorized or required by the Settlement Agreement or by the Court's order approving the Settlement.

None of the above releases include releases of claims arising from a breach of the Settlement Agreement, or otherwise affect the Parties' rights to enforce the terms of the Settlement Agreement. The Settlement Agreement, available at www.dhillonlaw.com/GlobalFinancialDataProject contains additional information about Released Claims.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

Settlement Class Members have the right to request exclusion from (i.e., "opt out" of) the Settlement Class by sending a written request for exclusion to the Settlement Administrator postmarked by **December 20, 2019**. Written requests for exclusion from the Settlement Class must be submitted (by mail or email) to Class Counsel:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.

Krista L. Baughman, Esq.

Gregory R. Michael, Esq.

177 Post Street, Suite 700

San Francisco, CA 94108

United States of America

Tele: +1 (415) 433-1700

Fax: +1 (415) 520-6593

GFDPsettlement@dhillonlaw.com;

Requests for exclusion must include: (a) the case name and case number of the Action (*Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL); (b) the Settlement Class Member's legal name, address, telephone number, and, if available, an email address; (c) a statement that the Settlement Class Member wishes to exclude himself or herself from the Settlement Class; and (d) the Settlement Class Member's signature. No request for exclusion will be valid unless it complies with these requirements.

A person wishing to exclude themselves from the Settlement Class may do so by completing and following all instructions set forth in the Opt-Out Form available on the Settlement Website, www.dhillonlaw.com/GlobalFinancialDataProject.

Persons falling within the definition of the Settlement Class who validly and timely request exclusion from the Settlement Class shall not be Settlement Class Members, shall not be bound by the Settlement and shall not be eligible to make a Claim for any benefit(s) under the terms of the Settlement.

HOW DO I OBJECT TO THE SETTLEMENT?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any Settlement Class Member who intends to object to the Settlement Agreement must do so in writing, no later than **December 20, 2019**. In order to object, the Settlement Class Member (or his or her attorney) must file with the Court and provide a copy to Class Counsel and Defendants' Counsel, a hand signed document that includes:

- (a) the case name and number (*Hu, et al. v. Plehn-Dujowich, et al.*, Case Number 3:18-cv-01791-EDL);
- (b) the legal name, address, telephone number, and email address (if any) of the person objecting, and if

he/she is represented by counsel, the same contact information for his/her counsel;

- (c) specify in writing each objection and the grounds for each objection, accompanied by any legal support for the objection;
- (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
- (e) a statement sufficient to establish his/her membership in the Settlement Class, including all information required by the Claim Form;
- (f) A detailed list of any other objections submitted by the Settlement Class Member, and/or his/her counsel, to any class actions submitted in any court, whether state or federal, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement Agreement;
- (g) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between Objector or Objector's counsel and any other person or entity; and
- (h) the Objector's signature on the written objection (an attorney's signature is not sufficient).

Any objection must be sent to the Court, Class Counsel, and Defendants' Counsel at the following addresses:

Court	Class Counsel/Settlement Administrator	Defendants' Counsel
Class Action Clerk United States District Court, Northern District of California 450 Golden Gate Avenue San Francisco, CA 94102 United States of America	DHILLON LAW GROUP INC. Harmeet K. Dhillon, Esq. Krista L. Baughman, Esq. Gregory R. Michael, Esq. 177 Post Street, Suite 700 San Francisco, CA 94108 United States of America GFDPsettlement@dhillonlaw.com ;	Loren Kieve, Esq. KIEVE LAW OFFICES 2655 Steiner Street San Francisco, CA 94115 United States of America lk@kivelaw.com

DO I NEED TO HIRE A LAWYER IF I JOIN THIS CASE?

No. The attorneys for the Plaintiffs who brought this case have been appointed "Class Counsel," as well as "Settlement Administrator," to represent the interests of all those who participate in this lawsuit. If you have any questions, you may contact Class Counsel listed below.

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: harmeet@dhillonlaw.com;
kbaughman@dhillonlaw.com;
gmichael@dhillonlaw.com

If you participate in this Class Settlement, you will not be required to pay attorneys' fees or expenses to Class Counsel; Class Counsel's attorneys' fees and costs will be in an amount determined by the Court and paid by Defendants. Class Counsel will make a motion for attorneys' fees and costs, seeking an award of fees, costs, and expenses, which the Court will then consider at a final approval hearing, on **February 11, 2020**. Class Counsel will file the motion for fees on or before November 18, 2019, and post a copy of the motion papers on

the Settlement Website. If you choose to hire a different lawyer, you may do so at your own expense.

All persons who do not exclude themselves from (“opt-out” of) the Settlement Class will have a right to object to any motion for attorneys’ fees. If you want to object to any such motion, you must file a written objection with the Court stating with particularity the basis for the objection.

WHEN WILL THE COURT DECIDE FINAL APPROVAL OF THE SETTLEMENT?

The Court will hold a hearing at 9:00 a.m. on **February 11, 2020**, at the United States District Court for the Northern District of California located at 450 Golden Gate Ave., Courtroom E, San Francisco, CA 94102 (the “Final Approval Hearing”) to decide whether to grant final approval of the Class Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will also consider Class Counsel’s application for an award of attorneys’ fees and expenses, and the proposed service awards to the Class Representatives. Settlement Class Members are welcome to attend the Final Approval Hearing, but attendance is not necessary for them to receive their benefits under the Settlement. The Settlement will not become final until the Court grants final approval of the Settlement and any appeals have been resolved.

The date and time of the Final Approval Hearing may change without further notice. You may verify the time and date of the hearing by contacting Class Counsel, checking the Settlement Website, or through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

WHAT IF I HAVE QUESTIONS?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.dhillonlaw.com/GlobalFinancialDataProject, by contacting Class Counsel at GFDPsettlement@dhillonlaw.com, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, *located at 450 Golden Gate Ave., San Francisco, CA 94102*, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Additionally, for more information, you may visit the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject, where you will find the operative First Amended Complaint, as well as copies of this Notice, the Claim Form, and the Opt-Out form.

DO NOT DIRECT QUESTIONS TO THE COURT

The mailing of this Notice to you was authorized by the United States District Court for the Northern District of California. **Do not contact the Court or the Clerk’s Office for more information.** If you have questions, contact Class Counsel.

Gregory R. Michael, Esq.

Associate | Dhillon Law Group Inc.

177 Post Street, Suite 700 | San Francisco, CA 94108

Phone: 415.433.1700 | Fax: 415.520.6593

www.dhillonlaw.com

Admitted to practice law in California

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From: Gregory Michael (DhillonLaw)
Sent: Monday, October 21, 2019 2:15 PM
To: GFDP Settlement - DLG
Subject: Global Financial Data Project Class Action Settlement Notice
Importance: High

IMPORTANT LEGAL NOTICE

QIUZI HU, an individual, EDWIN RAMIREZ, an individual, IVAN RONCERIA, an individual, WENZHI FEI, an individual, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

JOSE M. PLEHN-DUJOWICH, a.k.a. JOSE M. PLEHN, an individual; BIZQUALIFY LLC, a California limited liability company; and POWERLYTICS, INC., a Delaware corporation,

Defendants.

Case Number: 3:18-cv-01791-EDL

NOTICE OF CLASS ACTION SETTLEMENT

A United States federal court authorized the distribution of this Notice to you. This is not a solicitation from a lawyer.

If you participated in the Global Financial Data Project you may be eligible to receive benefits from a class action settlement.

Your legal rights are affected whether or not you act. Please read this Notice carefully.

WHAT IS THIS NOTICE?

A proposed Class Action Settlement has been reached in a class action lawsuit involving Jose M. Plehn-Dujowich and BizQualify LLC, captioned *Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL (the "Action") pending in the United States District Court, Northern District of California. A Federal Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who is eligible to receive them.

Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei ("Plaintiffs" or "Class Representatives") have sued Defendants Jose M. Plehn-Dujowich and BizQualify LLC ("Defendants") for their alleged violations of California Labor Code, the federal Fair Labor Standards Act ("FLSA"), fraud, false advertising, breach of contract, unfair competition, and related claims, in connection with the Global Financial Data Project ("GFDP"), an online course operated by the Defendants. Plaintiffs have voluntarily dismissed all claims against former-defendant Powerlytics, Inc., which is no longer a defendant in this action. You have received this Notice because Defendants' records show that you participated in the GFDP during the relevant period. Accordingly, you should read this Notice carefully, because it will affect your rights.

The Parties have agreed to settle the Action in its entirety.

The Settlement Class includes all persons who participated in the Global Financial Data Project.

Because you have been identified as a potential Settlement Class member, at this time you have the following choices:

WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?

SUBMIT A CLAIM FORM	If you submit a Claim Form, you will give up the right to sue Defendants in a separate lawsuit about the claims this Settlement resolves. The deadline to submit a Claim Form is December 20, 2019 .
ASK TO BE EXCLUDED (OPT-OUT)	If you decide to exclude yourself (“opt-out”), you will keep the right to sue Defendants in your own separate lawsuit about the claims this Settlement resolves, but you give up the right to receive the benefits this Settlement provides. The deadline to request exclusion from the Settlement Class is December 20, 2019 .
OBJECT TO THE SETTLEMENT	If you do not exclude yourself from the Settlement Class, you may object to the Settlement by following the procedures below and submitting your specific objection in writing to the Court. The deadline to object to the Settlement is December 20, 2019 .
DO NOTHING	If you do nothing, you will not receive the benefits that this Settlement provides and you will give up the right to sue Defendants in a separate lawsuit about the claims this Settlement resolves.

WHY DID I GET THIS NOTICE?

Defendants’ records show that you previously participated in the Global Financial Data Project and are a class member of this lawsuit. This Notice explains that the Court has allowed, or “certified,” a class action lawsuit and preliminarily approved a Class Settlement that may affect you. You have legal rights and options that you may exercise.

The United States District Court for the Northern District of California is overseeing this case. The lawsuit is known as *Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL.

WHAT IS THIS CASE ABOUT?

Plaintiffs filed a lawsuit against Defendants Jose M. Plehn-Dujowich and BizQualify LLC on March 22, 2018, and amended the lawsuit on July 31, 2018 to join Defendant Powerlytics, Inc. as a defendant. Plaintiffs have since voluntarily dismissed all claims asserted against Powerlytics, Inc., which is no longer a defendant in this lawsuit. The operative First Amended Complaint asserts that Defendants made material misrepresentations with respect to the Global Financial Data Project, advertising the project as being operated, sponsored, endorsed, or affiliated by the University of California, Berkeley and/or the University of California, Los Angeles; that Defendants made certain false promises to provide meaningful educational instruction, a certification, and a letter of recommendation; that Defendants took, under false pretenses, money from those participating in the project, in the form of a course fee; and that Defendants entered into an employer-employee relationship with those who enrolled in Defendants’ Global Financial Data Project and performed work for Defendants in connection thereto, including by collecting financial data on U.S. and foreign businesses. Accordingly, Plaintiffs allege that Plaintiffs and all those similarly situated are entitled to monetary damages, liquidated damages, penalties, injunctive relief, interest, costs, attorneys’ fees, and expenses. The Court has allowed this case to proceed as a class action on behalf of the following Class of persons:

- **Class:** All persons who enrolled in the Global Financial Data Project. Excluded from the Settlement Class are Defendants’ officers and directors and the immediate families of the Defendants’ officers and directors. Also excluded from the Settlement Class are the Defendants’ legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

The Parties now agree to settle the Action in its entirety. The Parties intend the Settlement to bind the Class Representatives, Defendants, and all Settlement Class Members. The Settlement Class is defined to include the following persons:

- **Settlement Class:** All Class Members, including Class Representatives, who do not exclude themselves from the Class or Settlement Class, pursuant to the procedures set forth in Section 6.3 of the Settlement Agreement and the Class Notice.

WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people, called “Class Representatives” (in this case, Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei), sue on behalf of other people who have similar claims. These people together are a “class” or “class members.” The plaintiffs who initially sued, and all the class members like them who do not opt-out of the litigation, are called the plaintiffs. The person and companies they sued are called the defendants (in this case Defendants Jose M. Plehn-Dujowich and BizQualify LLC). One Court resolves the issues for everyone in the class, except for those people who choose to exclude themselves from the class (or “opt-out”).

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to this Settlement, in order to avoid the cost and burden of further litigation and so the Settlement Class Members can receive benefits. The Class Representatives and their attorneys believe the Settlement is a fair and reasonable resolution of the claims asserted in this lawsuit.

HOW DO I KNOW IF I AM A PART OF THE SETTLEMENT?

You are a part of the Settlement Class if you participated in the Global Financial Data Project operated by Defendants, at any point in time, and regardless of whether you paid any enrollment fee. Those Settlement Class Members that paid an enrollment fee may be eligible to receive greater compensation than those Members who did not pay a fee.

Excluded from the Settlement Class are Defendants’ officers and directors and the immediate families of the Defendants’ officers and directors. Also excluded from the Settlement Class are the Defendants’ legal representatives, heirs, successors or assigns, and any entity in which Defendants have or have had a controlling interest.

WHAT IF I AM STILL NOT SURE IF I AM A PART OF THE SETTLEMENT?

If you are not sure whether you are included in the Settlement Class, you can contact Class Counsel, which will be serving as the Settlement Administrator:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.
Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: GFDPsettlement@dhillonlaw.com;

You may also visit the Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject, for additional information.

HOW DO I KNOW IF I AM ELIGIBLE FOR MONETARY SETTLEMENT BENEFITS?

All Settlement Class Members who submit timely, valid Claim Forms will be eligible to receive monetary benefits. However, the Settlement Agreement also gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a “course fee” to enroll in the GFDP. To learn more about submitting a Claim Form, see below, or visit the Settlement Website at: www.dhillonlaw.com/GlobalFinancialDataProject.

WHAT ARE THE SETTLEMENT BENEFITS?

The Settlement creates a Settlement Fund in the total amount of up to \$695,000. Of the total Settlement Fund, \$375,000 shall be allocated amongst the Settlement Class Members and Class Representatives. The Settlement Fund shall be paid in the following order:

- (1) Payment for general releases and services provided by Class Representatives. Each Class Representative shall be refunded their \$2,413 course fee and shall, subject to Court approval, receive an incentive payment not to exceed a combined total of \$20,000, split amongst the Class Representatives;
- (2) Any award of attorneys' fees and costs as approved by the Court to Class Counsel under the Settlement Agreement, which amount is not to exceed \$300,000;
- (3) Cash benefits to the Settlement Class Members who submit a valid and legitimate Claim Form shall be eligible to receive a portion of the remaining Settlement Fund (i.e. a portion of \$345,348) in accordance with the information provided below.

The Settlement Agreement gives priority to those Settlement Class Members who submit both a valid Claim and proof that he or she paid a "course fee" to enroll in the GFDP.

Accordingly, if the total amount of documented "course fees" paid by Settlement Class Members **is equal to or greater than** \$345,348, those Settlement Class Members who fail to submit documentation of any "course fee" will not receive any settlement payment, while those who do submit such documentation will receive a pro rata share of the remaining Settlement Fund, based on the amount he or she paid in comparison to the amounts paid by all other claimants.

If the total amount of documented "course fees" paid by Settlement Class Members is **less than** \$345,348, then the funds will be split as follows: all those who submitted proof of payment of a "course fee" will be entitled to a full refund of the amount paid, and pro rata split of any remaining funds; those who do not submit such proof will be entitled to receive a pro rata split of any funds remaining after the refunds of course fees have been allocated to the other claimants.

All disbursements to the Settlement Class Members shall be made in the order that the Valid Claim Forms were received by the Settlement Administrator. Under the Settlement Agreement, Defendants are required to make payments on an ongoing basis over no less than five years. Accordingly, those Settlement Class Members that submit a Valid Claim earlier, will be eligible to receive payment earlier, following the final approval of the Settlement by the Court.

Additionally, the Parties have agreed that Defendants will provide certain assurances that they will fully perform their obligations under the Settlement Agreement, including making all settlement payments in a timely manner. Specifically, upon final approval of the Settlement by the Court, Defendants have agreed to do the following: (1) Defendant Plehn-Dujowich will execute a stock pledge and security agreement pledging 50,000 shares of Series A1 Preferred Stock and 100,000 shares of Series A2 Preferred Stock in Powerlytics, Inc. to the Settlement Administrator, for the benefit of the Settlement Class; and (2) Defendants will stipulate to entry of a final judgment of \$1,000,000 which will be entered by the Court in the event that Defendants default on any obligation under the Settlement Agreement. In the event Defendants default on any Settlement obligation, and funds are collected through the sale of the shares or enforcement of the stipulated judgment, such funds will be distributed to Class Representatives, Class Counsel, and the Settlement Class pursuant to the Settlement Agreement and as directed by the Court.

The Parties have filed certain portions of the Settlement Agreement under seal with the Court. Any Settlement Class Member wishing to review the sealed portions of the Settlement Agreement may do so by requesting access from the Settlement Administrator and agreeing to maintaining the confidentiality of all material sealed by the Court.

HOW DO I GET BENEFITS AND WHEN ARE THE CLAIM FORMS DUE?

In order to receive monetary benefits under this Settlement, Settlement Class Members should submit a Claim

Form to Class Counsel, which is also serving as the Settlement Administrator. Claim Forms must be submitted or postmarked by **December 20, 2019**, and may be submitted online via the Settlement Website www.dhillonlaw.com/GlobalFinancialDataProject, or by mail to the Settlement Administrator at:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.

Krista L. Baughman, Esq.

Gregory R. Michael, Esq.

177 Post Street, Suite 700

San Francisco, CA 94108

United States of America

Telephone: +1 (415) 433-1700

Facsimile: +1 (415) 520-6593

Email: GFDPsettlement@dhillonlaw.com;

Settlement Website: www.dhillonlaw.com/GlobalFinancialDataProject

To receive a payment, you must submit a timely Claim Form with information or documentation sufficient to establish that you participated in the Global Financial Data Project and/or paid a course enrollment fee for the same, and comply with the instructions set forth in the Claim Form. All benefits will be paid out in the order claims forms are received by the Settlement Administrator. If you have any questions regarding the claim submissions process please contact the Settlement Administrator.

WHAT RIGHTS AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS?

Unless you timely exclude yourself (“opt-out”) from the Settlement, you will remain in the Settlement Class. If the Settlement is approved and becomes final, you will not be able to sue Defendants regarding the legal claims that were litigated in this case, but you will be eligible to receive benefits from this Settlement if you submit a valid and timely Claim. The specific rights you are giving up are called “Released Claims.”

WHAT ARE THE RELEASED CLAIMS?

As of the Effective Date of the Settlement Agreement, the Class Representatives and Settlement Class Members (the “Releasing Parties”), each on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged the Defendants (and the successors, agents, and assigns) of and from any and all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to in this Action, or which could have been alleged in this Action, including, without limitation, all liabilities, rights, claims, actions, causes of action, demands, lawsuits, arbitrations, damages, penalties, costs, attorneys’ fees, losses, and remedies, or remedies relating to, based upon, resulting from, or arising out of the facts and circumstances giving rise to the Action, as set forth in the First Amended Complaint in the Action. A copy of the First Amended Complaint is available on the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject.

This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of the California Labor Code (except for the provisions relating to workers’ compensation and Section 2802) or Business and Professions Code (*e.g.*, 17200 *et seq.*), or the federal Fair Labor Standards Act, and the Private Attorney General Act (“PAGA”) (Labor Code section 2699 *et seq.*), all wage claims, and all claims for attorneys’ fees, costs and expenses. Class Representatives and the Settlement Class Members expressly waive his, her, and their right to recovery of any type, including damages, in any administrative or court action, whether state or federal, and whether brought by any Party or on its behalf, related in any way to the matters released herein.

With respect to the Released Claims, each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States of America or any state or territory thereof, or of the common law or civil law). Section 1542 provides that:

A general release does not extend to claims which 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.

By failing to exclude themselves from the settlement, Settlement Class Members acknowledge and agree that the Settlement Class Members' Settlement Awards constitute payment in full of any and all amounts allegedly due to them in connection with all of the claims for wage and hour and payroll practice violations asserted in the Action. In light of the foregoing, Settlement Class Members shall be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

The release does not extend to claims which by law cannot be released by private agreement, such as claims for worker's compensation or unemployment benefits.

Upon the Court's final approval of the Settlement, the Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Defendants or based on any actions taken by any of the Defendants that are authorized or required by the Settlement Agreement or by the Court's order approving the Settlement.

None of the above releases include releases of claims arising from a breach of the Settlement Agreement, or otherwise affect the Parties' rights to enforce the terms of the Settlement Agreement. The Settlement Agreement, available at www.dhillonlaw.com/GlobalFinancialDataProject contains additional information about Released Claims.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

Settlement Class Members have the right to request exclusion from (i.e., "opt out" of) the Settlement Class by sending a written request for exclusion to the Settlement Administrator postmarked by **December 20, 2019**. Written requests for exclusion from the Settlement Class must be submitted (by mail or email) to Class Counsel:

DHILLON LAW GROUP INC.

Harmeet K. Dhillon, Esq.

Krista L. Baughman, Esq.

Gregory R. Michael, Esq.

177 Post Street, Suite 700

San Francisco, CA 94108

United States of America

Tele: +1 (415) 433-1700

Fax: +1 (415) 520-6593

GFDPsettlement@dhillonlaw.com;

Requests for exclusion must include: (a) the case name and case number of the Action (*Hu, et al. v. Plehn-Dujowich, et al.*, Case No. 3:18-cv-01791-EDL); (b) the Settlement Class Member's legal name, address, telephone number, and, if available, an email address; (c) a statement that the Settlement Class Member wishes to exclude himself or herself from the Settlement Class; and (d) the Settlement Class Member's signature. No request for exclusion will be valid unless it complies with these requirements.

A person wishing to exclude themselves from the Settlement Class may do so by completing and following all instructions set forth in the Opt-Out Form available on the Settlement Website, www.dhillonlaw.com/GlobalFinancialDataProject.

Persons falling within the definition of the Settlement Class who validly and timely request exclusion from the Settlement Class shall not be Settlement Class Members, shall not be bound by the Settlement and shall not be eligible to make a Claim for any benefit(s) under the terms of the Settlement.

HOW DO I OBJECT TO THE SETTLEMENT?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any Settlement Class Member who intends to object to the Settlement Agreement must do so in writing, no later than **December 20, 2019**. In order to object, the Settlement Class Member (or his or her attorney) must file with the Court and provide a copy to Class Counsel and Defendants' Counsel, a hand signed document that includes:

- (a) the case name and number (*Hu, et al. v. Plehn-Dujowich, et al.*, Case Number 3:18-cv-01791-EDL);
- (b) the legal name, address, telephone number, and email address (if any) of the person objecting, and if he/she is represented by counsel, the same contact information for his/her counsel;
- (c) specify in writing each objection and the grounds for each objection, accompanied by any legal support for the objection;
- (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
- (e) a statement sufficient to establish his/her membership in the Settlement Class, including all information required by the Claim Form;
- (f) A detailed list of any other objections submitted by the Settlement Class Member, and/or his/her counsel, to any class actions submitted in any court, whether state or federal, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement Agreement;
- (g) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between Objector or Objector's counsel and any other person or entity; and
- (h) the Objector's signature on the written objection (an attorney's signature is not sufficient).

Any objection must be sent to the Court, Class Counsel, and Defendants' Counsel at the following addresses:

Court	Class Counsel/Settlement Administrator	Defendants' Counsel
Class Action Clerk United States District Court, Northern District of California 450 Golden Gate Avenue San Francisco, CA 94102 United States of America	DHILLON LAW GROUP INC. Harmeet K. Dhillon, Esq. Krista L. Baughman, Esq. Gregory R. Michael, Esq. 177 Post Street, Suite 700 San Francisco, CA 94108 United States of America GFDPsettlement@dhillonlaw.com ;	Loren Kieve, Esq. KIEVE LAW OFFICES 2655 Steiner Street San Francisco, CA 94115 United States of America lk@kivelaw.com

DO I NEED TO HIRE A LAWYER IF I JOIN THIS CASE?

No. The attorneys for the Plaintiffs who brought this case have been appointed "Class Counsel," as well as "Settlement Administrator," to represent the interests of all those who participate in this lawsuit. If you have any questions, you may contact Class Counsel listed below.

DHILLON LAW GROUP INC.
Harmeet K. Dhillon, Esq.
Krista L. Baughman, Esq.

Gregory R. Michael, Esq.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Telephone: +1 (415) 433-1700
Facsimile: +1 (415) 520-6593
Email: harmeet@dhillonlaw.com;
kbaughman@dhillonlaw.com;
gmichael@dhillonlaw.com

If you participate in this Class Settlement, you will not be required to pay attorneys' fees or expenses to Class Counsel; Class Counsel's attorneys' fees and costs will be in an amount determined by the Court and paid by Defendants. Class Counsel will make a motion for attorneys' fees and costs, seeking an award of fees, costs, and expenses, which the Court will then consider at a final approval hearing, on **February 11, 2020**. Class Counsel will file the motion for fees on or before November 18, 2019, and post a copy of the motion papers on the Settlement Website. If you choose to hire a different lawyer, you may do so at your own expense.

All persons who do not exclude themselves from ("opt-out" of) the Settlement Class will have a right to object to any motion for attorneys' fees. If you want to object to any such motion, you must file a written objection with the Court stating with particularity the basis for the objection.

WHEN WILL THE COURT DECIDE FINAL APPROVAL OF THE SETTLEMENT?

The Court will hold a hearing at 9:00 a.m. on **February 11, 2020**, at the United States District Court for the Northern District of California located at 450 Golden Gate Ave., Courtroom E, San Francisco, CA 94102 (the "Final Approval Hearing") to decide whether to grant final approval of the Class Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will also consider Class Counsel's application for an award of attorneys' fees and expenses, and the proposed service awards to the Class Representatives. Settlement Class Members are welcome to attend the Final Approval Hearing, but attendance is not necessary for them to receive their benefits under the Settlement. The Settlement will not become final until the Court grants final approval of the Settlement and any appeals have been resolved.

The date and time of the Final Approval Hearing may change without further notice. You may verify the time and date of the hearing by contacting Class Counsel, checking the Settlement Website, or through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

WHAT IF I HAVE QUESTIONS?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.dhillonlaw.com/GlobalFinancialDataProject, by contacting Class Counsel at GFDPsettlement@dhillonlaw.com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, located at 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Additionally, for more information, you may visit the Settlement Website at www.dhillonlaw.com/GlobalFinancialDataProject, where you will find the operative First Amended Complaint, as well as copies of this Notice, the Claim Form, and the Opt-Out form.

DO NOT DIRECT QUESTIONS TO THE COURT

The mailing of this Notice to you was authorized by the United States District Court for the Northern District of California. **Do not contact the Court or the Clerk's Office for more information.** If you have questions, contact Class Counsel.

Gregory R. Michael, Esq.
Associate | Dhillon Law Group Inc.

177 Post Street, Suite 700 | San Francisco, CA 94108
Phone: 415.433.1700 | Fax: 415.520.6593
www.dhillonlaw.com

Admitted to practice law in California

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Class Settlement
Notice.pdf



Claim Form.pdf

Internal Ref. No.: _____

REQUEST TO OPT OUT OF CLASS ACTION SETTLEMENT

Hu, et al. v. Plehn-Dujowich, et al.,
United States District Court
Northern District Of California
Case Number: 3:18-cv-01791-EDL

PLEASE READ CAREFULLY

THIS FORM SHOULD BE POSTMARKED NO LATER THAN **DECEMBER 20, 2019**. IF YOU DO **NOT** WISH TO PARTICIPATE IN THIS LITIGATION THROUGH CLASS MEMBERSHIP, COMPLETE AND SEND THIS FORM BY MAIL ADDRESSED TO CLASS COUNSEL AT THE FOLLOWING ADDRESS:

DHILLON LAW GROUP INC.
177 Post Street, Suite 700
San Francisco, CA 94108
United States of America
Tel: +1 (415) 433-1700
Fax: +1 (415) 520-6593
Email: GFDPSettlement@dhillonlaw.com
Web: www.dhillonlaw.com/GlobalFinancialDataProject

IF YOU WISH TO PARTICIPATE IN THIS CLASS ACTION, DO **NOT** SUBMIT THIS FORM.

By signing below, I acknowledge and state that I do **not** wish to participate in this class settlement and choose to exclude myself from the Settlement Class.

Signature: _____ Date: _____

Printed Name: _____

Former Names/Nick Names (if any): _____

Street Address: _____

City, State, Zip Code: _____

Country: _____

Telephone: _____ Email: _____

EXHIBIT 5

GLOBAL FINANCIAL DATA PROJECT CLASS ACTION SETTLEMENT

If you participated in the Global Financial Data Project you may be eligible to receive benefits from a class action settlement.

Your legal rights are affected whether or not you act. Please read this [Notice](#) carefully.

To submit a claim please click on the following link, provide the information requested, and sign the claim form: [Submit a Claim](#).

You may opt out of the Class Settlement by completing and returning a signed [Opt-Out Form](#).

The last day to submit a claim, opt-out notice, or to object to the settlement is December 20, 2019. A hearing for final approval of the Class Settlement and to set attorneys' fees and incentive award payments to the named Plaintiffs is currently scheduled for **February 14, 2020**, but it may be continued by the court without further notice.

Global Financial Data Project Settlement

A proposed [Class Action Settlement](#) has been reached in a class action lawsuit involving Jose M. Plehn-Dujowich and BizQualify LLC, captioned *Hu, et al. v. Plehn-Dujowich, et al., Case No. 3:18-cv-01791-EDL* (the "Action") pending in the United States District Court, Northern District of California. The Settlement Class includes all persons who participated in the Global Financial Data Project.

A Federal Court authorized dissemination of this [Notice](#) because all members of the proposed Settlement Class have a right to know about the proposed Settlement and their options before the Court decides whether to grant final approval of the Settlement. This [Notice](#) explains the lawsuit, the Settlement, the legal rights all persons who are members of the proposed Settlement Class, what benefits are available, and who is eligible to receive them.

Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei ("Plaintiffs" or "Class Representatives") have sued Defendants Jose M. Plehn-Dujowich and BizQualify LLC ("Defendants") for their alleged violations of California Labor Code, the federal Fair Labor Standards Act ("FLSA"), fraud, false advertising, breach of contract, unfair competition, and related claims, in connection with the Global Financial Data Project ("GFDP"), an online course operated by the Defendants. Plaintiffs have voluntarily dismissed all claims against former-defendant Powerlytics, Inc., which is no longer a defendant in the Action. If you received a copy of this [Notice](#), it is likely because Defendants' records show that you participated in the GFDP during the relevant period. Accordingly, you should read the [Notice](#) carefully, because it will affect your rights.



The Parties have agreed to settle the Action in its entirety.

You may review a copy of the proposed Class Settlement Agreement and related documents by clicking on the respective link below:

[Class Settlement Agreement](#)

[Class Notice](#)

[Claim Form](#)

[Opt Out Form](#)

[First Amended Complaint](#)

[Order Granting Class Certification](#)

[Motion for Preliminary Approval](#)

[Order Granting Preliminary Approval](#)

[Order Setting Case Schedule](#)

[Clerk's Notice Adjusting Dates for Approval of Class Settlement](#)

[Motion for Attorneys' Fees and Incentive Awards](#)

To review an **unredacted copy of the Class Settlement Agreement**, please [click here](#).

NOTE: Class members who wish to review the unredacted settlement agreement must first review and sign a copy of the stipulated protective order's [Agreement to be Bound](#). Upon receipt of the signed Agreement to be Bound, the Settlement Administrator will provide you with a password to view the unredacted Class Settlement Agreement. To contact the settlement administrator for further instructions [click here](#).



We strive to understand our clients' goals, to work cooperatively to achieve those goals, and to do so in a way that makes sense economically for our clients, making us a trusted law firm in California. Contact us today and learn more about our practices and track record.

PRACTICE AREAS



Internet Privacy Law
Intellectual Property Litigation
Labor and Employment
Whistleblower Law
Commercial Litigation
Election and Campaign Law

CONNECT WITH US

177 Post Street
Suite 700
San Francisco, CA 94108

415.433.1700

ACCESSIBILITY STATEMENT



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SUBMIT A CLAIM: GLOBAL FINANCIAL DATA PROJECT CLASS SETTLEMENT

Hu, et al. v. Plehn-Dujowich, et al.,
United States District Court
Northern District of California
Case Number: 3:18-cv-01791-EDL



In order to submit a Claim through this website, you must provide the following information, click submit, and e-sign the automatically generated Claim Form. If you are claiming a recognized loss (i.e. you paid a “course fee”), you must also send documentation to the [Settlement Administrator](#) to establish proof of payment.

Submit a Claim

Fields marked with an * are required

Date *

01/24/2020

First Name *

E.g. John

Last Name *

E.g. Doe

Former Name / Nick Name (if any)

E.g. Johnny

Email *

example@gmail.com

Phone *



+1 321 2048

Address *

e.g 123 Newyork

City *

e.g. San Francisco

State/Province *

e.g. CA

Zip Code *

e.g. 94108

Country *

United States

Payment Options: *

Should the Settlement Administrator determine your Claim to be valid, please identify how you would like to receive payment (select one):

- ☐ By check mailed to the above address.
- ☐ By direct deposit to a U.S. Bank.
- ☐ By wire transfer.
- ☐ By making special arrangements (please describe below).

Special Payment Arrangements

If you indicated above that you would like to make special payment arrangements, please describe:

Please Provide Account Information (if relevant):



If you selected direct deposit or wire transfer, please provide the following information: Account Holder; Bank Name; Branch Address; Wire Routing Number; Transit Number; Swift Code (for wire transfers only); and Account Number.

*All financial information provided by you will be kept confidential by the Settlement Administrator and destroyed following completion of the settlement process. Please note that any costs associated with delivery of payment will be deducted from your settlement payment.

Account Holder:
Bank Name:
Branch Address:
Wire Routing Transit Number:
Swift Code (relevant only for wire transfers):
Account Number:

Amount of Recognized Loss Claimed *

Please identify the amount you paid to participate in the Global Financial Settlement Agreement (select one):

- ☐ I did not pay any course fee.
- ☐ I paid \$2,413 as a course fee.
- ☐ Other (describe below).

Please specify fee amount:

If you selected "other" above, please specify the course fee amount you paid to enroll in the GFDP (USD):

\$

Documentation Provided: *

Please identify what (if any) documentation you will be submitting along with your Claim to the Settlement Administrator, as proof of the above payment:

- ☐ An invoice, receipt, or similar document confirming payment.
- ☐ A bank statement, credit card statement, or similar document confirming payment.
- ☐ Other (describe below)
- ☐ None / Not Applicable.

Please identify documentation:

If you selected "other" above, please describe the documents you are submitting:

E.g. email

Submit Claim



We strive to understand our clients' goals, to work cooperatively to achieve those goals, and to do so in a way that makes sense economically for our clients, making us a trusted law firm in California. Contact us today and learn more about our practices and track record.

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177 Post Street
Suite 700
San Francisco, CA 94108

415.433.1700

ACCESSIBILITY STATEMENT



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EXHIBIT 6

From: Loren Kieve lk@kivelaw.com
Subject: RE: Hu v. Plehn-Dujowich - EIC
Date: November 25, 2019 at 4:56 PM
To: Gregory Michael (DhillonLaw) GMichael@dhillonlaw.com
Cc: Harmeet K. Dhillon (DhillonLaw) harmeet@dhillonlaw.com

LK

I concur. Thanks.

Loren Kieve
Kieve | Law Offices
2655 Steiner Street
San Francisco, California 94115-1141

Tel: 415.364.0060
Cell: 415.425.2655

www.kivelaw.com

This message may contain confidential information protected by a legal privilege. If you are not the intended recipient, please delete it and notify us by phone or e-mail that you have done so.

 **Please consider the environment before printing this e-mail.**

From: Gregory Michael (DhillonLaw) <GMichael@dhillonlaw.com>
Sent: Monday, November 25, 2019 3:21 PM
To: lk@kivelaw.com
Cc: Harmeet K. Dhillon (DhillonLaw) <harmeet@dhillonlaw.com>
Subject: Hu v. Plehn-Dujowich - EIC

Loren,

We received a claim submission from a company based in China called EIC. The email sent to us from one of their directors is attached here. According to the email, EIC entered into an agreement with Dr. Plehn-Dujowich to recruit students for the GFDP, and did in fact recruit 26 students. After the GFDP ceased, EIC states that it reimbursed some \$51,651 to the students it recruited, and has therefore been damaged in that amount.

Our view on this is that EIC does not fit the definition of a class member as set forth in the settlement agreement, and is therefore not entitled to receive compensation under the settlement. Provided that you agree with this assessment, I will respond to the email indicating that we must deny the claim, and informing EIC that the students they recruited may be entitled to seek compensation and designate to whom the payment should be made, but that EIC may not do so on the students' behalf.

Thanks,
Greg

Gregory R. Michael, Esq.
Associate | Dhillon Law Group Inc.
177 Post Street, Suite 700 | San Francisco, CA 94108
Phone: 415.433.1700 | Fax: 415.520.6503

PHONE: 415.435.1700 | FAX: 415.520.0575
www.dhillonlaw.com

Admitted to practice law in California

This email may be an attorney client privileged communication. If you received it in error, please destroy it and inform the sender.



EXHIBIT 7

Ref. No.	Last Name	First Name	Nickname	Claim Received on: (mm/dd/yy 00:00)	Recognized Loss Claimed: (USD)	Reasonable Documentation Received? (Y/N)	Recognized Loss Verified: (USD)	Amount Owed to Claimant (USD)	Estimated Date of Payment (mm/yyyy)
0	Hu	Qiuzi	Vanessa	-	-	-	-	\$8,413.00	6/1/20
0	Ramirez	Edwin	-	-	-	-	-	\$9,413.00	6/1/20
0	Ronceria	Ivan	-	-	-	-	-	\$7,413.00	6/1/20
0	Fei	Wenzhi	-	-	-	-	-	\$4,413.00	6/1/20
0	Dhillon Law Group Inc.			-	-	-	-	\$300,000.00	6/1/20
1	Nirpaz	Saul		10/21/19 2:42 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/22
2	Pan	Shanren	Jasper	10/21/19 2:44 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/22
3	Liu	Chang	Leo	10/21/19 2:44 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	2/1/22
4	Li	Diyl	Debbie	10/21/19 2:45 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	2/1/22
5	Ramirez	Edwin		10/21/19 2:50 PM	\$2,413.00	Y	\$0.00	\$459.81	2/1/22
6	Wang	Yidan		10/21/19 2:54 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	2/1/22
7	Fu	Lyuang		10/21/19 3:01 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/22
8	He	Ran	Ivy	10/21/19 3:03 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/22
9	Hu	Qiuzi	Vanessa	10/21/19 3:05 PM	\$2,413.00	Y	\$0.00	\$459.81	3/1/22
10	Hu	Linhan		10/21/19 3:06 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/22
11	Hou	Zhaoran	Eric	10/21/19 3:10 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/22
12	Li	Tai Lung	Eric	10/21/19 3:44 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	4/1/22
13	Zhai	Evelyn	Wanzhou	10/21/19 3:48 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	4/1/22
14	Zhai	Runmeng	Jessica	10/21/19 3:57 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	4/1/22
15	Li	Anyu	Leann	10/21/19 4:04 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	5/1/22
16	Jia	Yiran	Yiran	10/21/19 4:05 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	5/1/22
17	Chen	Yijun		10/21/19 4:08 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	5/1/22
18	Liu	Zheng	Lisa	10/21/19 4:19 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	5/1/22
19	Wang	Zhicong	Brian	10/21/19 4:39 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	6/1/22
20	Zheng	Tianyu		10/21/19 4:39 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	6/1/22
21	Vartanian	Gary		10/21/19 5:00 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	6/1/22
22	Hung	Wei-Hsin	Alice	10/21/19 5:03 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	7/1/22
23	Wang	Jun		10/21/19 5:14 PM	\$3,520.00	Y	\$3,520.00	\$3,979.81	7/1/22
24	Liang	Zhenfeng	Remus	10/21/19 5:15 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	7/1/22
25	Fei	Wenzhi	Flan	10/21/19 5:47 PM	\$2,413.00	Y	\$0.00	\$459.81	7/1/22
26	Du	Jiacong	Joy	10/21/19 5:55 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	8/1/22
27	Ho	Alexander	Alex	10/21/19 6:19 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	8/1/22
28	Wang	Tao		10/21/19 6:32 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	8/1/22
29	Mao	Mia		10/21/19 6:34 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	8/1/22
30	Chu	Jiang		10/21/19 6:43 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	9/1/22
31	Addad	Anais		10/21/19 7:20 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	9/1/22
32	Luochen	Ziren	William	10/21/19 8:23 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	9/1/22
33	Fu	Yimin		10/21/19 8:51 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	10/1/22
34	Zhao	Lu		10/21/19 10:12 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	10/1/22
35	Wei	Shaojin	Vicky	10/22/19 12:04 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	10/1/22
36	Shi	Lenka	Kecheng	10/22/19 2:23 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	10/1/22
37	Chai	Hui		10/22/19 6:19 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	11/1/22
38	Xu	Kaiwen		10/22/19 7:42 AM	\$3,280.00	Y	\$3,280.00	\$3,739.81	11/1/22
39	Zhou	Yuefan		10/22/19 7:46 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	11/1/22
40	Huang	Zongyi	Zoev	10/22/19 7:48 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	12/1/22
41	Yang	Xiaodie	Sandy	10/22/19 7:51 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	12/1/22
42	Peng	Qinglu	Lulu	10/22/19 7:56 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	12/1/22
43	He	Hongxuan	Benson	10/22/19 10:38 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/23
44	So	Pokhin		10/22/19 12:58 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/23
45	Lin	Lin		10/22/19 12:59 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/23
46	Liu	Alice	Sixuan	10/22/19 1:46 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/23
47	Zhang	Shili	Shirley	10/22/19 2:19 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	2/1/23
48	Zhu	Jiahao		10/22/19 3:02 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	2/1/23
49	Han	Yoo Jeong	Lucas	10/22/19 3:58 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	2/1/23
50	Ding	Zhan	Harris	10/22/19 4:20 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/23
51	Liu	Yaru	Yaru	10/22/19 8:01 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/23

52	Chen	Siyu		10/22/19 8:11 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/23
53	Yi	Xinlong		10/22/19 8:19 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/23
54	Yin	Mingqi	Rachel	10/23/19 7:07 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	4/1/23
55	Zhang	Haoyan	Justin	10/23/19 12:17 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	4/1/23
56	Li	Yuan		10/23/19 5:43 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	4/1/23
57	Li	Yilin	Puppey	10/24/19 12:13 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	5/1/23
58	Pang	Kaiwen	Kevin	10/24/19 12:28 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	5/1/23
59	Wan	Yexin		10/24/19 1:05 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	5/1/23
60	Cheng	Jie	Avril	10/24/19 3:22 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	5/1/23
61	Zhang	Yunxiang	Duke	10/24/19 11:07 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	6/1/23
62	Cai	Zhan	Christine	10/25/19 4:07 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	6/1/23
63	Li	Zhiyan		10/25/19 11:30 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	6/1/23
64	Yang	Yang	Corey	10/26/19 6:39 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	7/1/23
65	Zhang	Xuyu		10/26/19 11:39 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	7/1/23
66	Zhu	Junfa		10/26/19 11:51 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	7/1/23
67	Pan	Renjie		10/27/19 9:18 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	7/1/23
68	Ronceria	Ivan		10/28/19 3:13 PM	\$2,413.00	Y	\$0.00	\$459.81	7/1/23
69	Yang	Yuzi		10/28/19 12:00 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	8/1/23
70	Feng	Shuo		10/29/19 2:10 AM	\$3,800.00	Y	\$3,800.00	\$4,259.81	8/1/23
71	Tang	Yu	Olivia	10/31/19 12:00 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	9/1/23
72	Tang	Yun		10/31/19 7:58 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	9/1/23
73	Zeng	Yan Bo		11/2/19 12:50 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	9/1/23
74	Gonzales	David		11/2/19 10:48 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	9/1/23
75	Zhang	Mingchen	Stark	11/3/19 11:20 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	10/1/23
76	Cen	Liting	Mike	11/4/19 4:34 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	10/1/23
77	Niu	Shuo	Jasmine	11/4/19 9:39 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	10/1/23
78	Deng	Hanyue	Estelle	11/5/19 12:00 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	11/1/23
79	Li	Wei	Vincent	11/5/19 6:24 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	11/1/23
80	Zhao	Hanzhu	Jewel	11/5/19 12:00 AM	\$2,413.00	Y (declaration)	\$2,413.00	\$2,872.81	11/1/23
81	Liao	Zhenye		11/7/19 2:19 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	11/1/23
82	Hao	Chengbo		11/9/19 8:42 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	12/1/23
83	Wan	Zhangyi	Christina	11/10/19 4:55 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	12/1/23
84	He	Jingze		11/11/19 8:36 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	12/1/23
85	Guo	Yihui	Echo	11/13/19 9:47 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/24
86	Sun	He		11/13/19 10:27 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/24
87	Li	Yinghuai	David	11/13/19 10:28 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/24
88	Bachman	Philip Gipson		11/15/19 3:36 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/24
89	Leung	Wing Nam	Tess	11/15/19 10:20 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	2/1/24
90	Lai	Vivian		11/17/19 11:50 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	2/1/24
91	Lai	Po-Hsuan	Jonathan	11/18/19 11:13 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	2/1/24
92	Liu	Qianhui	Andrea	11/19/19 4:10 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/24
93	Fan	Fengshuo	Edward	11/19/19 4:14 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/24
94	Xiao	Xiaolu	Helena	11/21/19 3:17 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/24
95	Fu	Jessica		11/21/19 5:26 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	3/1/24
96	Turner	Mark		11/21/19 12:00 AM	\$0.00	Y (declaration)	\$0.00	\$459.81	3/1/24
97	Hu	Kunyang	Iris	11/22/19 8:56 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	4/1/24
98	Lu	Bingchen		11/23/19 1:34 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	4/1/24
99	Jiang	Yuyan		11/23/19 1:44 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	4/1/24
100	Jackson	Yolanda		11/26/19 11:05 AM	\$2,413.00	Y (declaration)	\$2,413.00	\$2,872.81	5/1/24
101	Gant	Roxanne		11/26/19 11:15 PM	\$2,413.00	Y (declaration)	\$2,413.00	\$2,872.81	5/1/24
102	Du	Xinyang		11/28/19 7:42 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	5/1/24
103	Wu	Jing		11/28/19 7:57 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	5/1/24
104	Bach	Bryannnie		11/30/19 12:00 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	6/1/24
105	Teng	Junhong		12/1/19 11:21 AM	\$3,000.00	Y	\$3,000.00	\$3,459.81	6/1/24
106	Liu	Chuanhui		12/1/19 4:26 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	6/1/24
107	Chen	Andy	Chen	12/1/19 5:35 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	7/1/24
108	Suciono	Caren		12/1/19 8:37 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	7/1/24
109	Ma	Siyang	Stephanie	12/1/19 9:05 PM	\$2,413.00	Y (declaration)	\$2,413.00	\$2,872.81	7/1/24
110	Wang	Fan		12/3/19 9:55 PM	\$2,413.00	Y (declaration)	\$2,413.00	\$2,872.81	8/1/24

111	Zhang	Nan	Nancy	12/6/19 12:00 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	8/1/24
112	Wang	Zhuohan		12/8/19 10:38 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	8/1/24
113	Yu	Haoran		12/9/19 2:32 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	8/1/24
114	Tang	Mingjun	Tommy	12/9/19 9:35 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	9/1/24
115	Tang	Xiaolei		12/10/19 4:26 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	9/1/24
116	Chen	Xiling		12/10/19 5:06 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	9/1/24
117	Zhu	Jiajian	Kilo	12/10/19 12:00 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	10/1/24
118	Wei	Xinyu	Jennifer	12/13/19 11:04 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	10/1/24
119	Yu	Pingyan		12/13/19 6:01 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	10/1/24
120	Fang	Xu		12/14/19 8:28 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	10/1/24
121	Wang	Tingwei	David	12/15/19 12:15 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	11/1/24
122	Bindra	Rani		12/16/19 10:42 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	11/1/24
123	Lei	Yu		12/17/19 2:22 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	11/1/24
124	Zhang	Yechuan		12/18/19 6:27 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	12/1/24
125	Han	Jiatong	Tonya	12/18/19 10:31 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	12/1/24
126	Miyawaki	Hiromi		12/18/19 12:00 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	12/1/24
127	Altman	Aaron		12/19/19 12:00 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	12/1/24
128	Khurana	Aseem		12/19/19 1:46 PM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/25
129	Jia	Ruolin		12/20/19 12:00 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/25
130	Li	Xinyu		12/20/19 12:00 AM	\$2,413.00	Y	\$2,413.00	\$2,872.81	1/1/25

Ref. No. (No Claim Submitted / Invalid Claim)	Last Name	First Name	Nickname	Notice Emailed	Notice by WeChat	Notice Mailed	Alternative Notice Attempts	Legend:
131	Bao	Yu	Robin	X	NA	NA	attempted contact by email/phone	X = notice sent w/o any indication of failed attempt
132	Chen	Jiachen		X	NA	NA		NA = pertinent contact information is unknown to the Parties
133	Chen	Jiakun	Vicky	X	NA	NA		
134	Chen	Jiyu		X	NA	NA		
135	Chen	Xueye		X	NA	NA		
136	Chen	Yingxiang	David	X	NA	NA		
137	Cho	Wooyeon		X	NA	NA		
138	Dai	Li		X	NA	NA		
139	Dai	Yaqi		X	NA	NA		
140	Ding	Yufeng	Evan	X	NA	NA		
141	Ernst	James	Wyatt	X	NA	NA		
142	Gao	Yanxi		X	NA	NA		
143	Gou	Tingwei		X	NA	NA		
144	Halim	Devina		X	NA	NA		
145	Hao	Yunda	Slade	X	NA	NA		
146	He	Yuanfei		X	NA	NA	contacted by LinkedIn; receipt	
147	Hong	Hyejin		X	NA	NA		
148	Hu	Jingru	Eudora	X	NA	NA		
149	Huang	Jiixin	Evey	X	NA	returned to sender		
150	Huang	Lifeng		X	NA	NA		
151	Iyer	Jay		X	NA	NA		

152	Jia	Yuchen		X	NA	NA	
153	Jia	Yiran	Yiran	X	NA	X	
154	Jiang	Jialiang		X	NA	NA	
155	Jiang	Sicong		X	NA	NA	
156	Ke	Minxi		X	NA	NA	
157	Kiang	Archer		X	NA	NA	
158	Lei	Han	Hannah	X	NA	NA	
159	Li	Dai	David	X	NA	NA	
160	Li	Muyao		X	NA	NA	
161	Li	Qian		X	NA	NA	
162	Li	Tingyu	Shirley	X	NA	NA	
163	Liang	Yiwen		X	NA	NA	
164	Lin	Jiayu	William	X	NA	NA	
165	Lin	Runsheng	Kevin	X	NA	NA	
166	Liu	Sulin		X	NA	NA	
167	Liu	Yifan	Ina	X	NA	NA	
168	Long	Xixi	Jeff	X	NA	NA	
169	Lu	Minyue	Yuki	X	NA	NA	
170	Luo	Ruozhe		X	NA	NA	
171	Lv	Mao		X	NA	NA	
172	Ma	Ruize		X	NA	NA	
173	Martinez	Diego		X	NA	NA	
174	Park	Young Jin		X	NA	NA	
175	Qin	Xuan	Sharon	X	NA	NA	
176	Qiu	Ruoyang		X	NA	NA	
177	Rebecchini	Ugo		X	NA	NA	attempted contact by
178	Ren	Chuhan		X	NA	NA	
179	Ren	Ping		X	NA	NA	
180	Ren	Yuxuan		X	NA	NA	
181	Rietdyk	Arthur		X	NA	NA	
182	Shan	Nan		X	NA	NA	
183	Shao	Lingyun		X	NA	NA	

184	Shi	Xiaohan		X	NA	NA	
185	Song	Huaxin	Silly	X	NA	NA	
186	Song	Yaxuan		X	NA	NA	
187	Su	Zhifan		X	NA	NA	
188	Sun	Haohao		X	NA	NA	
189	Sun	Xiaoqing		X	NA	NA	
190	Tan	Sheng		X	NA	NA	
191	Tan	Yun		X	NA	returned to sender	
192	Tang	Xiaoying		X	NA	NA	
193	Tang	Mingjun	Tommy	X	NA	NA	
194	Tran	Ivy		X	NA	NA	
195	Wan	Juefei		X	NA	NA	
196	Wang	Bowen	Jeremy	X	NA	NA	
197	Wang	Shen		X	NA	NA	
198	Wang	Yusong		X	NA	NA	
199	Wang	Huayi		X	NA	NA	
200	Wang	Yiwei		X	NA	NA	
201	Wang	Shaoqiang		X	NA	NA	
202	Wang	Shangyun		X	NA	NA	
203	Wang	Hongyu		X	NA	NA	
204	Wang	Chongyang	Jim	X	NA	NA	
205	Wang	Shiyun	Shirly	X	NA	NA	
206	Wang	Yiwei		X	NA	NA	
207	Wu	Di		X	NA	NA	
208	Wu	Yanhan		X	NA	NA	
209	Xia	Yifeng		X	NA	NA	
210	Xiao	Mingming		X	NA	NA	
211	Xiong	Tao	Angela	X	NA	NA	
212	Xu	Fang(Frank)		X	NA	NA	
213	Xu	Shubei		X	NA	NA	
214	Yang	Shengyao		X	NA	NA	
215	Yang	Aolan		X	NA	NA	
216	Yang	Yang		X	NA	NA	

217	Yang	Tianlong	Derek	X	NA	NA	
218	Yang	Kun		X	NA	X	
219	Yang	Tianle		X	NA	NA	
220	yi	Jiahui		X	NA	NA	
221	yin	yue		X	NA	NA	
222	Young	Kwing Lam	Franky	X	NA	NA	
223	Yu	Yanfei	Elise	X	NA	NA	
224	Yuan	Xiao		X	NA	returned to sender	
225	Zhan	Tianyi		X	NA	NA	
226	Zhang	Ningrui		X	NA	X	
227	Zhang	Zhijian	Kevin	X	NA	NA	
228	Zhang	Zinan		X	NA	NA	
229	Zhang	Jason		X	NA	NA	
230	Zhang	Yiwei		X	NA	NA	
231	Zhang	Zhaohan		X	NA	X	
232	Zheng	Yihe	Eudora	X	NA	NA	
233	Zhou	Ruihao		X	NA	NA	
234	Zhou	Yang	Alex	X	NA	NA	
235	Zhou	Shuyu		X	NA	NA	
236	Zhu	Ming	Sicily	X	NA	NA	
237	Zhu	Jiahao		X	NA	returned to sender	
238	Zou	Jiali		X	NA	NA	

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Attorneys for Plaintiffs and Settlement Class

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

QIUZI HU, an individual, **EDWIN**
RAMIREZ, an individual, **IVAN**
RONCERIA, an individual, **WENZHI FEI**,
an individual, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

JOSE M. PLEHN-DUJOWICH, a.k.a.
JOSE M. PLEHN, an individual;
BIZQUALIFY LLC, a California limited
liability company; and **POWERLYTICS,**
INC., a Delaware corporation,

Defendants.

Case Number: 3:18-cv-01791-JCS

Honorable Joseph C. Spero

[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: February 14, 2020

Time: 2:00 p.m.

Courtroom: G

1 Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and Wenzhi Fei (“Plaintiffs” or “Class
2 Representatives”) and Defendants Jose M. Plehn-Dujowich and BizQualify LLC’s (“Defendants”)
3 Motion for Final Approval of Class Action Settlement pursuant to Rule 23 of the Federal Rules of Civil
4 Procedure was heard in this Court on February 14, 2020. The terms of the settlement are set forth in the
5 Stipulation of Class Action Settlement and Release of Claims (“Settlement Agreement” or “Class
6 Settlement”) (Dkt. 99-1 & 100-4).

7 The Court has considered the Class Settlement to determine, among other things, whether to
8 grant final certification of the Settlement Class for settlement purposes, and whether the Class
9 Settlement is fair, reasonable, and adequate to warrant final approval under Rule 23. Upon reviewing
10 the Settlement Agreement and motion papers relating to the request for final approval of the Class
11 Settlement, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

12 1. **Class Findings:** Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil
13 Procedure, the Court grants final certification of the Settlement Class, which is coextensive of the
14 certified Class¹ (Dkt. 80):

15 **Settlement Class:** All Class Members, including Class Representatives, who do
16 not exclude themselves from the Class or Settlement Class, pursuant to the
17 procedures set forth in Section 6.3 of the Settlement Agreement and the Class
Notice.

18 The Court further finds that for purposes of approving the Settlement Agreement, that the
19 Settlement Class meets all prerequisites of Rule 23, including that:

- 20 a. The Settlement Class is so numerous that joinder of all members is
- 21 impracticable;
- 22 b. There are questions of law or fact common to the Settlement Class;
- 23
- 24

25 ¹ The Class is defined as follows:

26 “All persons who enrolled in the [GFDP]. Excluded from the Class are Defendants’ officers and
27 directors and the immediate families of the Defendants’ officers and directors. Also excluded
28 from the Class are the Defendants’ legal representatives, heirs, successors, or assigns, and any
entity in which Defendants have or have had a controlling interest.” Dkt. 80.

- c. Class Representatives' claims are typical of the claims of the Settlement Class;
- d. Class Representatives and Class Counsel are capable of fairly and adequately protecting the interests of the Settlement Class;
- e. Common questions of law and fact predominate over questions affecting only individual Settlement Class Members and accordingly, the Settlement Class is sufficiently cohesive to warrant settlement by representation; and
- f. Certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

2. **Appointment of Class Representatives and Class Counsel:** The Court grants final appointment of the Class Representatives as class representatives of the Settlement Class, and Dhillon Law Group Inc. as Class Counsel of the Settlement Class, pursuant to Fed. R. Civ. P. 23(e) and (g).

3. **Findings Regarding the Class Settlement:** The Court finds the following:

- a. The Settlement resulted from arm's-length negotiations;
- b. The Settlement was executed only after Class Counsel had conducted substantial discovery, including by taking discovery from third-parties, deposing Defendant Plehn-Dujowich, and obtaining relevant documents;
- c. Class Counsel has concluded that the Class Settlement is fair, reasonable, and adequate;
- d. The Class Settlement is sufficiently fair, reasonable, and adequate in light of the complexity, expense, and duration of litigation, as well as the risk involved in establishing liability and damages, recovering the same, and in maintaining the class action through trial and appeals;
- e. The Settlement consideration provided by the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be provided to the Settlement Class

is fair and reasonable, considering the facts and circumstances of the claims and defenses asserted, and the potential risks and likelihood of success of alternatively pursuing trial on the merits

4. **Settlement Administrator:** Pursuant to the Settlement Agreement, Class Counsel shall serve as Settlement Administrator and perform all duties required of it by the Settlement Agreement, absent any further order from this Court.

5. **Class Notice:** The Court finds that the notice of Class Action Settlement was disseminated by Class Counsel fairly, adequately, in a manner consistent with this Court's directions. Notice was also provided to pertinent state and federal officials as required by the Class Action Fairness Act, 28 U.S.C. § 1715. The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.

6. **Objections and Opting-Out:** The Settlement Class Members were provided an opportunity to object to or opt-out of the Settlement. No Settlement Class Member has objected to the Settlement. No Settlement Class Member has opted out of the Settlement.

7. **Claims Administration:** Class Counsel, in its capacity as Settlement Administrator, has fairly and adequately reviewed and verified all Claims, properly finding two submissions (by Yu Bao and Xin Jin) to be invalid.

8. **Final Approval.** The Court hereby grants final approval of the Class Settlement, and all claims asserted by Class Representatives and the Settlement Class are hereby dismissed with prejudice. The Settlement Class Members are deemed to have released the Released Claims against the Released Parties as set forth in the Settlement Agreement.

9. **Allocation and Distribution.** The Court grants final approval to the method of allocation and distribution of the Settlement Fund as set forth in the Settlement Agreement. The Settlement Administrator shall distribute the funds according to the terms of the Settlement Agreement and this Court's orders.

1 10. **Fees, Costs, and Awards.** The Court grants Class Representatives' Motion for
 2 Attorneys' Fees, Expenses, and Incentive Awards, and approves as fair and reasonable attorneys' fees to
 3 Class Counsel in the amount of \$300,000. The Court further grants the requested Class Representative
 4 incentive awards in the following amounts: \$6,000 to Plaintiff Qiuzi Hu; \$7,000 to Plaintiff Edwin
 5 Ramirez; \$5,000 to Plaintiff Ivan Ronceria; and \$2,000 to Plaintiff Wenzhi Fei.

6 11. **Cy Pres.** The Court approves the UC Berkeley Extension as the *cy pres* recipient
 7 pursuant to Section 3.5.5 of the Settlement Agreement.

8 12. **Post-Distribution Accounting.** Within twenty-one (21) days after all funds from the
 9 Settlement Fund have been distributed, the Parties shall file, and post to the Settlement Website, a Post-
 10 Distribution Accounting, which provides the following information in an easy-to-read chart: The total
 11 settlement fund, the total number of class members, the total number of class members to whom notice
 12 was sent and not returned as undeliverable, the number and percentage of claim forms submitted, the
 13 number and percentage of opt-outs, the number and percentage of objections, the average and median
 14 recovery per claimant, the largest and smallest amounts paid to class members, the method(s) of notice
 15 and the method(s) of payment to class members, the number and value of checks not cashed, the
 16 amounts distributed to the *cy pres* recipient, the administrative costs, the attorneys' fees and costs, the
 17 attorneys' fees in terms of percentage of the settlement fund, and the multiplier, if any. The Court may
 18 hold a hearing following submission of the Parties' Post-Distribution Accounting.

19 13. **Jurisdiction.** The Court hereby retains continuing and exclusive jurisdiction over the
 20 Parties and all matters relating to the Settlement Agreement, including the administration, interpretation,
 21 construction, effectuation, enforcement, and consummation of the Settlement.

22 14. **Final Judgment.** The Court hereby enters Final Judgment in this case and dismisses this
 23 case with prejudice in accordance with the terms of the Settlement Agreement. There being no reason to
 24 delay entry of this Final Judgment, the Clerk of Court is ordered to enter this Final Judgment pursuant to
 25 Rule 54(b) of the Federal Rules of Civil Procedure.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Hon. Joseph C. Spero
United States Magistrate Judge