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MARIA CHOLICO, CRISTAL TEJEDA,
individually, and on behalf of all others
similarly situated

[Additional counsel next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

JOHN MEARS, MARIA CHOLICO, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

CALIFORNIA WESTERN SCHOOL OF
LAW, a California corporation, and DOES 1
through 100, inclusive,

Defendants.

CRISTAL TEJEDA a.k.a. CRYSTAL
TEJEDA, on behalf of herself and all others
similarly situated,

Plaintiffs,

v.

CALIFORNIA WESTERN SCHOOL OF
LAW, a California corporation, and DOES 1
through 100, inclusive,

Defendants.

Lead Case No. 37-2020-00023126-CU-
BC-CTL

Consolidated with 37-2020-00023333-
CU-BC-CTL

Assigned for all purposes to
Hon. Loren Freestone, Dept. C-64

**STIPULATION OF CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: July 6, 2020

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1 **STIPULATION OF CLASS ACTION SETTLEMENT AGREEMENT AND**
2 **RELEASE OF CLAIMS**

3 IT IS HEREBY STIPULATED, by and among Plaintiffs John Mears, Maria Cholico, and
4 Cristal Tejeda , on behalf of themselves and the Settlement Class Members on the one hand, and
5 Defendant California Western School of Law, collectively with Plaintiffs, the “Parties,” on the
6 other hand, subject to the approval of the Court, that the Action is hereby being compromised and
7 settled pursuant to the terms and conditions set forth in this Class Action Settlement Agreement
8 and Release of Claims , and subject to the definitions, recitals and terms set forth herein, which
9 by this reference become an integral part of this Agreement.

10 On or about July 6, 2020, Plaintiffs John Mears and Maria Cholico filed a class action
11 lawsuit against Defendant CWSL in the San Diego Superior Court, County of San Diego, Case
12 No. 37-2020-00023126-CU-BC-CTL, captioned, *John Mears, Maria Cholico, on behalf of*
13 *themselves and all others similarly situated, Plaintiffs v. California Western School of Law, a*
14 *California corporation, and DOES 1 through 100, inclusive, Defendants.* On or about July 7,
15 2020, Plaintiff Cristal Tejeda filed a class action lawsuit against Defendant California Western
16 School of Law in the San Diego Superior Court, County of San Diego, Case No. 37-2020-
17 00023333-CU-BC-CTL, captioned, *Cristal Tejeda a.k.a. Crystal Tejeda, on behalf of herself and*
18 *all others similarly situated, Plaintiffs v. California Western School of Law, a California*
19 *corporation, and DOES 1 through 100, inclusive, Defendants.* These suits alleged damages
20 related to the CWSL’s transitioning in-person instruction and a physical campus to purely an
21 online remote format in the Spring 2020 semester because of the COVID-19 pandemic.

22 After conducting some formal discovery, the Parties agreed to some additional informal
23 discovery and to participate in mediation, which was conducted on December 13, 2023 by the
24 Justice Cynthia G. Aaron of Judicate West.

25 **DEFINITIONS**

26 1. “Action” means the consolidated action initially filed by Plaintiffs John Mears and
27 Maria Cholico on July 6, 2020 in the San Diego County Superior Court, entitled *John Mears et*
28 *al., v. California Western School of Law*, SDSC Case No. 37-2020-00023126-CU-BC-CTL,

consolidated with the later-filed action filed by Plaintiff Cristal Tejeda in the same court, entitled *John Mears et al., v. California Western School of Law*, SDSC Case No. 37-2020-00023333-CU-BC-CTL. These cases, as originally filed and consolidated, are referred simply as the “Action.”

2. “Agreement” means this Class Action Settlement Agreement and Release of Claims.

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

4. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s litigation and resolution of this Action, as well as reasonable costs incurred in connection with the Action. The Class Counsel Award shall be paid from the Gross Settlement Amount after Court approval. Class Counsel’s reasonable costs shall not exceed \$15,000.

5. “Class Information” means information regarding Settlement Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member’s full name; last known mailing address; last known email address; and last four digits of Social Security number.

6. “Class” or “Class Member(s)” means all CWSL students who enrolled to attend in-person classes during the Spring 2020 Term.

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

8. “Class Period” means the period from March 16, 2020, through April 18, 2020 (i.e., CWSL’s Spring 2020 term when in-person learning was not available due to stay-at-home orders issued by the Governor of California).

9. “Class Release” and/or “Released Claims” means all complaints, actions, causes of action, claims, liabilities, demands, obligations, promises, agreements, controversies, damages, costs, losses, debts, liabilities and expenses (including attorneys’ fees and costs actually incurred), of any nature whatsoever, that were alleged, or reasonably could have been alleged, based on the

facts stated in the operative complaints, including but not limited to any claims in any way related to CWSL's transition to remote instruction as a result of the COVID-19 pandemic.

10. "Class Representative(s)" or "Plaintiffs" refers to John Mears, Maria Cholico, and Cristal Tejada.

11. "Class Representative Enhancement Award" means the amount that the Court authorizes to be paid to each Class Representative in addition to the Individual Settlement Payment, in recognition of their efforts and work in prosecuting the Action on behalf of the Class Members. Subject to the Court granting final approval of this Settlement Agreement, and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of the Class Representative Enhancement Payment of Five Thousand Dollars and Zero Cents (\$5,000.) to each Plaintiff. The Class Representative Enhancement Award is contingent upon the Class Representatives' execution of a full general release, including a waiver under California Civil Code section 1542. If the Court approves a Class Representative Enhancement Award less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount. The Settlement Administrator will pay Class Representative Enhancement Award(s) using IRS Form 1099. An award of less than the requested amount for the Class Representative Enhancement Award will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Class Representative Enhancement Award, at its discretion at the final approval stage. Class Representatives assume full responsibility and liability for any taxes owed on the Class Representative Enhancement Award.

12. "Court" means the Superior Court of the State of California, for the County of San Diego.

13. "Defendant" means California Western School of Law.

14. "Defense Counsel" means Michael E. Baughman and Nicholas J. Schuchert of Troutman Pepper Hamilton Sanders LLP.

15. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the

Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day after the deadline for filing a notice of appeal from Judgment, if no notice of appeal is filed; or (b) if a timely appeal from the Judgment is filed, or any other legal challenge to the Settlement is filed, the date the final resolution of any such appeal or challenge has been finally terminated in such a manner as to permit the Final Approval and Judgment to take effect and is no longer subject to further judicial review.

16. “Final Approval” means the Court’s order granting final approval of the Settlement.

17. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

18. “Gross Settlement Amount” means Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).

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

20. “Judgment” means the judgment entered by the Court based upon Final Approval.

21. “Net Settlement Amount” and “NSA” mean the Gross Settlement Amount less Class Counsel Award of Attorneys’ Fees and Costs, Class Representative Enhancement Awards, , and Settlement Administrator Costs.

22. “Non-Participating Class Member” means any Class Member who submits a valid timely Request for Exclusion from the Settlement by the Response Deadline.

23. “Operative Complaint” means the most recently filed class action complaint filed on or about October 18, 2021.

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

25. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either Plaintiffs or Defendant.

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

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

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

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

24 30. “Settlement” means the disposition of the Action pursuant to this Agreement and
25 the Judgment.

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

1 exceed Fifteen Thousand Dollars (\$15,000), subject to good faith quotes obtained by Class
2 Counsel.

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

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

8 **RECITALS**

9 34. Procedural History. On July 6, 2020, Plaintiffs John Mears and Maria Cholico filed
10 a class action complaint in the Action against Defendant alleging the following causes of action:
11 (1) breach of contract; (2) unjust enrichment; (3) conversion; and (4) violation of California's
12 Unfair Competition Law ("UCL"), Business and Professions Code §§ 17200, *et seq.* Following
13 the Court's ruling on Defendant's second Demurrer to the Consolidated First Amended Class
14 Action Complaint, on May 20, 2022, Plaintiffs' case effectively alleged a single cause of action
15 for breach of contract. Defendant denies each and every one of the allegations asserted in
16 Plaintiffs' operative complaint.

17 Following formal discovery, the Parties agreed to mediate this Action in an effort to avoid
18 the high cost of litigation and on the condition that Defendant would provide sufficient
19 information to allow Class Counsel to conduct a thorough evaluation of the claims and damages
20 at issue in this case. Defendant produced certain information pursuant to a confidentiality
21 agreement, including, but not limited to, classwide statistics and receipt of tuition and fees for
22 Spring 2020, promotional materials distributed to prospective students and course catalogs.

23 Following an exchange of informal discovery and additional investigation of all claims,
24 the Parties participated in a private mediation with the experienced and respected mediator Justice
25 Cynthia G. Aaron of Judicate West on December 13, 2023. The Parties settled as to all material
26 terms for this Settlement in the weeks following the mediation with the mediator's assistance.

27 While Defendant is confident of a positive outcome on the merits, it has concluded that
28 the future costs and expenses involved in continuing litigation would be significant. For that

1 reason, Defendant has agreed to a settlement to eliminate any further expenses, attorneys' fees,
2 and risks associated with further litigation of this Action.

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

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

16 That said, in the event the Settlement fails to be approved or otherwise fails to be
17 consummated for any reason whatsoever, including but not limited to the Judgment not becoming
18 final, then Defendant retains all rights and defenses previously available to it, and any provisional
19 certification of any class, or the adoption of any procedure or any ruling made pursuant to the
20 terms contained herein, shall be undone and the Parties restored to their pre-settlement status as
21 if no settlement had been reached and no decisions were made pursuant to it, except as otherwise
22 expressly provided herein. In that event, nothing in this Settlement Agreement or other papers or
23 proceedings related to the settlement shall be used as evidence or argument by any party, including
24 any Settlement Class Members who opt out, concerning whether or not the Action may properly
25 be maintained as a class action pursuant to California state law.

26 **TERMS OF AGREEMENT**

27 36. Class Release. It is the desire of the Class Representatives, Participating Class
28 Members, and Defendant to fully, finally and forever settle, compromise, and discharge, to the

1 maximum permitted by law, the Released Claims, including all disputes and claims arising from
2 or related to this Action, based on the facts stated in the operative complaints, including but not
3 related to any claims in any way related to Defendant's transition to remote instruction as a result
4 of the COVID-19 pandemic. Upon full funding of the Gross Settlement Amount, except as to such
5 rights or claims as may be created by this Agreement, all Class Members who do not submit a
6 valid and timely written Request of Exclusion, fully release and discharge the Released Parties
7 from all Released Claims during the Class Period.

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

11 a. Withholding and Reporting Requirements. The Settlement Administrator shall
12 be responsible for ensuring that all taxes associated with the Agreement are
13 properly calculated and timely paid to the appropriate tax authorities. To verify
14 the Settlement Administrator's compliance with the foregoing reporting
15 requirements, as soon as administratively practicable, the Settlement
16 Administrator shall furnish Defense Counsel with copies of all forms detailing
17 the payment of taxes (including all 1099 returns) sufficient to prove that such
18 payments were properly remitted. The Settlement Administrator shall provide,
19 if Defendant so chooses, a final accounting adequate to demonstrate full
20 compliance with all tax withholding, payment and reporting obligations.
21 Defendant assumes no liability for the accuracy of the taxes calculated and paid
22 to tax authorities by the Settlement Administrator.

23 b. No Tax Advice. Each Participating Class Member shall be responsible for any
24 local, state, or federal taxes that may be assessed or owing with respect to the
25 proceeds from this settlement that Class Members receive. Neither Defendant,
26 Plaintiffs, Class Counsel, nor Defense Counsel intend anything contained in
27 this Settlement to constitute legal advice regarding the taxability of any amount
28 paid hereunder, nor shall anything in this Settlement be relied upon as such.

1 Participating Class Members agree to make no claims against Defendant for
2 any payment or non-payment of taxes or regarding or relating to the reporting
3 of the payment described in this Agreement, if any, to any taxing authorities.

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

24 38. Notice and Preliminary Approval of Settlement. As part of this Settlement,
25 Plaintiffs will request that the Court: (a) grant preliminary approval of the Settlement, (b) certify
26 a Settlement Class for settlement purposes only, (c) approve distribution of Notice to Settlement
27 Class Members, and (d) grant final approval of the Settlement. Plaintiffs shall request a hearing
28 before the Court to obtain preliminary approval of the Settlement. In conjunction with the hearing,

1 Plaintiffs will submit this Agreement, which sets forth the terms of this Settlement, and will
2 include a proposed Notice, as necessary to implement the Settlement. If the Parties disagree on
3 any aspect of the proposed Settlement or forthcoming Motion for Preliminary Approval, Class
4 Counsel and Defense Counsel will work together in good faith on behalf of the Parties to resolve
5 the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary
6 Approval on any material change to this Agreement, Class Counsel and Defense Counsel will
7 work together in good faith on behalf of the Parties to modify the Agreement and satisfy the
8 Court's concerns, to the extent that the Parties can agree to any such change. Should the Court
9 decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the
10 Settlement, the Settlement will be null and void, and the Parties will have no further obligation
11 under it.

12 39. Settlement Administration. Within fifteen (15) business days after the Court grants
13 preliminary approval of this Agreement, Defendant shall provide to the Settlement Administrator
14 with the Class Information for purposes of mailing the Notice to Settlement Class Members. To
15 protect Class Members' privacy rights, the Settlement Administrator must maintain the Class
16 Information in confidence, use the Class Information only for purposes of this Settlement, and
17 restrict access to the Class Information to Settlement Administrator employees who need access
18 to the Class Information to effect and perform under this Agreement, including Class Counsel.

19 a. Notice by Email with Follow-Up First Class U.S. Mail with Business Reply
20 Mail Postage. Within ten (10) business days after receiving the Class Information
21 from Defendant as provided herein, the Settlement Administrator shall transmit
22 the Class Notice via email to all Class Members with a valid email address or else
23 mail the Class Notice to the last known mailing address provided following a
24 search based on the National Change of Address Database to update and correct
25 any known or identifiable address changes. For all Settlement Class Members for
26 whom Defendant was unable to provide an email address, or for whom the email
27 notice bounced back and the Settlement Administrator was unable to successfully
28 re-send the email to the last known or alternate email addresses, the Settlement

1 Administrator shall perform skip traces for those mailing addresses and then
2 transmit the Class Notice of those Settlement Class Members via regular First-
3 Class U.S. Mail. In the event the transmission of email results in a bounce-back
4 email, the Settlement Administrator shall, if possible, correct any issues that may
5 have caused the bounce-back email to occur and make a second attempt to re-send
6 the email notice. If no alternate email address is located, then within seven (7)
7 business days after receiving bounce-back emails from invalid email addresses,
8 the Settlement Administrator shall mail copies of the Class Notice to all Settlement
9 Class Members via regular First-Class U.S. Mail. The Settlement Administrator
10 shall exercise its best judgment to determine the current mailing address for each
11 Settlement Class Member who will receive a Class Notice by U.S. Mail. The
12 address identified by the Settlement Administrator as the current mailing address
13 shall be presumed to be the best mailing address for each Settlement Class
14 Member.

15 b. Undeliverable First-Class U.S. Mail Notices. Any Notice sent by First-
16 Class U.S. Mail that is returned to the Settlement Administrator as undeliverable
17 on or before the Response Deadline shall be re-mailed to the forwarding address
18 affixed thereto. If no forwarding address is provided, the Settlement Administrator
19 shall promptly attempt to determine a correct address by use of skip-tracing, or
20 other search using the name, address and/or Social Security number of the
21 respective Settlement Class Member, and shall then perform a re-mailing, if
22 another mailing address is identified by the Settlement Administrator. If a
23 Settlement Class Member's Notice is returned to the Settlement Administrator
24 more than once as non-deliverable on or before the Response Deadline, then an
25 additional Notice need not be re-mailed and the Settlement Class Member is
26 deemed to have received Notice. The Settlement Administrator shall email a
27 Settlement Class Member's Notice upon request and proper verification by the
28

1 Settlement Class Member or his or his counsel, provided a valid email address is
2 given.

3 c. Re-mailed Notices. In the event the Settlement Administrator re-mails a
4 Notice to a Settlement Class Member, the Settlement Administrator will update
5 the Response Deadline on the re-mailed Notice to reflect the applicable Extended
6 Response Deadline or else will include a cover letter indicating the applicable
7 Extended Response Deadline.

8 d. No Claim Form Necessary. All Settlement Class Members who do not
9 request to be excluded from the Settlement will receive Individual Settlement
10 Payments from the Net Settlement Amount; submission of a claim form is not
11 necessary to receive an Individual Settlement Payment. The estimated Individual
12 Settlement Payments will be stated in the Notice. This Settlement is non-
13 reversionary.

14 e. Disputes Regarding Administration of Settlement. Any disputes not
15 resolved concerning the administration of the Settlement will be resolved by the
16 Court, under the laws of the State of California. Prior to any such involvement of
17 the Court, counsel for the Parties will confer in good faith to resolve the disputes
18 without the necessity of involving the Court.

19 f. Requests for Exclusion. The Notice shall state that the Settlement Class
20 Members who wish to exclude themselves from the Settlement must submit a
21 signed written Request for Exclusion by the Response Deadline or, if applicable,
22 Extended Response Deadline. The written Request for Exclusion may be
23 transmitted to the Settlement Administrator via email or regular mail and: (1) must
24 contain the name, address, telephone number and the last four digits of the Social
25 Security number of the person requesting exclusion; (2) must be signed by the
26 Settlement Class Member; (3) must be timestamped (for email) or postmarked (for
27 U.S. Mail) by the Response Deadline and returned to the Settlement Administrator
28 at the applicable specified address; and (4) must clearly state as follows: "I request

1 to be excluded from the Class in *John Mears et al., v. California Western School*
2 *of Law*, SDSC Case No. 37-2020-00023126-CU-BC-CTL, and understand I will
3 receive nothing.” If a signed Request for Exclusion is not timely submitted stating
4 the name and address of the Settlement Class Member, it will not be deemed valid
5 for exclusion from this Settlement. The date of the timestamp or postmark on the
6 return mailing envelope of the Request for Exclusion shall be the exclusive means
7 used to determine whether the Request for Exclusion was timely submitted.
8 However, for Requests for Exclusion via U.S. Mail, if the date of the postmark is
9 illegible, the Settlement Administrator shall take the earliest postmark date of other
10 items it receives in the mail that day. Any Settlement Class Member who requests
11 to be excluded from the Settlement Class will not be entitled to any recovery under
12 the Settlement and will not be bound by the terms of the Settlement or have any
13 right to object, appeal, or comment thereon. Class Members who fail to submit a
14 valid and timely written Request for Exclusion on or before the Response Deadline
15 shall be deemed to be a Participating Class Member under this Agreement, entitled
16 to all benefits and bound by all terms and conditions of the Settlement, including
17 the Participating Class Members’ Releases of this Agreement, regardless of
18 whether the Participating Class Member actually receives the Class Notice or
19 objects to the Settlement.

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

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

5 g. Objections. Only Participating Class Members may object to the
6 Settlement, including contesting the fairness of the Settlement. Non-Participating
7 Class Members have no right to object to the any of the class action components
8 of the Settlement. The Class Notice shall state that Settlement Class Members who
9 wish to object to the Settlement may email or mail to the Settlement Administrator
10 a written statement of objection ("Notice of Objection") by the Response Deadline.
11 The date of the timestamp of the email or the postmark on the return envelope shall
12 be the exclusive means for determining that a Notice of Objection was timely
13 submitted. However, for objections sent via U.S. Mail, if the date of the postmark
14 is illegible, the Settlement Administrator shall take the earliest postmark date of
15 other items it receives in the mail that day. The Notice of Objection must be signed
16 by the Settlement Class Member and state: (1) the full name, address, and
17 telephone number of the Settlement Class Member; (2) the last four digits of the
18 Settlement Class Member's Social Security number; (3) the basis for the objection;
19 and (3) whether he/she intends to appear at the final approval hearing. However, a
20 failure to express an intention of appearing or an intention of not appearing at the
21 final approval hearing shall not preclude the Participating Class Member from
22 being heard at the final approval hearing. Class Counsel shall include all objections
23 received and Plaintiff's response(s) with Plaintiff's motion for final approval of
24 the Settlement. Class Counsel shall not represent any Participating Class Members
25 with respect to any such objections.

26 h. No Solicitation of Settlement Objections or Exclusions. The Parties agree
27 to use their best efforts to carry out the terms of this Settlement. At no time shall
28 any of the Parties or their counsel seek to solicit or otherwise encourage Class

Members to submit either Notices of Objection to the Settlement or Requests for Exclusion from the Settlement, or to appeal from the Court's Final Judgment.

i. Class Members Who Submit Both a Settlement Objection and Exclusion:

If a Class Member submits a timely Objection and a timely Request for Exclusion, the Settlement Administrator shall contact the Class Member to determine whether the Class Member wishes to participate in the Settlement but interpose an Objection or whether the Class Member wishes to be excluded from the Settlement. In the event the Settlement Administrator cannot reach the Class Member to clarify the situation, the later-postmarked Request for Exclusion or Objection shall be deemed valid and operative; and if the Request for Exclusion and Objection bear the same postmark date, the Objection shall be deemed valid and operative.

40. Funding and Allocation of Gross Settlement Amount. Within thirty (30) calendar days of the Effective Date, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator. Payments from the Gross Settlement Amount shall be made, as specified in this Agreement and approved by the Court, for: (1) Individual Settlement Payments to Participating Class Members who do not request to be excluded, (2) Class Representatives' Enhancement Awards, (3) Class Counsel Award, and (4) the Settlement Administration Costs.

a. Gross Settlement Amount. The Gross Settlement Amount was calculated with, and is premised on, the understanding that the Class comprises approximately 620 Settlement Class Members during the Class Period. If the actual number of Class Members exceeds the Certified Class Amount by 5% or more, then the Gross Settlement Amount shall be increased proportionately based on the ultimate actual number of Class Members as further described in paragraph 42.

b. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the terms set forth herein. Within fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement, the

1 Settlement Administrator shall digitally distribute Individual Settlement Payments
2 to each Settlement Class Member via the email(s) on file or as provided or, if no
3 email address is available, then the Settlement Administrator shall mail a check by
4 regular First-Class U.S. Mail to the respective Settlement Class Member's last
5 known mailing address. Participating Class Members will be provided with a
6 number of digital payment options such as PayPal, Venmo, or a digital debit card,
7 to immediately receive their Individual Settlement Payments. Individual
8 Settlement Payments will be allocated as follows: 100% as restitution, which shall
9 not be subject to tax withholding and will not be reported on any IRS Form. Any
10 checks issued to Settlement Class Members shall remain valid and negotiable for
11 one hundred and eighty (180) days from the date of their issuance.

12 c. Calculation of Individual Class Settlement Payments. The Settlement
13 Administrator shall calculate the value of each Settlement Class Member's
14 Individual Settlement Payment and each Participating Class Member's Individual
15 Settlement Payment. Individual Settlement Payments shall be distributed to Class
16 Members in equal amounts by dividing the Net Settlement Fund by the number of
17 Participating Class Members.

18 d. Second Notice and Uncashed Settlement Checks. If settlement checks
19 remain uncashed after one hundred and thirty (130) calendar days from their
20 issuance, a reminder postcard, in English, will be sent to those Settlement Class
21 Members with uncashed checks, advising them to cash the check or request a
22 replacement check. Funds represented by Individual Settlement Payment checks
23 returned as undeliverable and Individual Settlement Payment checks remaining
24 uncashed for more than one hundred and eighty (180) calendar days after issuance,
25 plus any accrued interest in the Settlement Administrator's qualified settlement
26 fund that has not otherwise been distributed, will be tendered to the California
27
28

1 State Controller's Unclaimed Property Division in the name of the Participating
2 Class Member.

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

21 f. Class Representatives' General Release. In addition to the Class Release,
22 Class Representatives and their respective former and present spouses,
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns
24 generally, release and discharge Released Parties from any and all complaints,
25 actions, causes of action, claims, liabilities, demands, obligations, promises,
26 agreements, controversies, damages, costs, losses, debts, liabilities and expenses
27 (including attorneys' fees and costs actually incurred), of any nature whatsoever,
28 including but not limited to the claims made in this Action, claims arising from the

1 California Constitution, breach of implied contract or for claims of a breach of the
2 covenant of good faith and fair dealing, as well as any other express or implied
3 covenant, or any other statute or common law principle of similar effect, known or
4 unknown, which Class Representatives may have against any Released Parties to
5 this Action arising from any acts, events, or circumstances occurring on or before
6 the effective date of this Settlement Agreement. Class Representatives
7 acknowledge that they may discover facts or law different from, or in addition to,
8 the facts or law that Class Representatives now know or believe to be true but
9 agree, nonetheless, that Class Representatives' General Release shall be and
10 remain effective in all respects, notwithstanding such different or additional facts
11 or their discovery of them. As to the foregoing claims, each Class Representatives
12 expressly waives and relinquish the provisions, rights, and benefits, if any, of
13 California Civil Code section 1542, which provides:

14
15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
16 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
17 SUSPECT TO EXIST IN HIS OR HIS FAVOR AT THE TIME OF
18 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
19 HIS, WOULD HAVE MATERIALLY AFFECTED HIS OR HIS
20 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

21 g. Release by Participating Class Members. All Participating Class Members
22 release and discharge Released Parties from any and all complaints, actions,
23 causes of action, claims, liabilities, demands, obligations, promises, agreements,
24 controversies, damages, costs, losses, debts, liabilities and expenses (including
25 attorneys' fees and costs actually incurred), of any nature whatsoever, that were
26 alleged, or reasonably could have been alleged, based on the facts stated in the
27 operative complaints, including but not limited to any claims in any way related to
28 CWSL's transition to remote instruction as a result of the COVID-19 pandemic.

1 h. Class Representatives and Participating Class Members shall be
2 permanently enjoined and forever barred from prosecuting any and all Released
3 Claims against the Released Parties.

4 i. Class Counsel Award. Defendant agrees not to oppose or object to any
5 application or motion by Class Counsel for attorneys' fees not to exceed one-third
6 of the Gross Settlement Amount, which is currently Eighty-Three Thousand Three
7 Hundred Thirty-three Dollars and Thirty-three Cents (\$83,333.33) of the Gross
8 Settlement Amount. If the Gross Settlement Amount increases, Class Counsel's
9 attorneys' fees will increase accordingly to preserve the one-third recovery ratio.
10 Defendant also agrees not to oppose any application or motion by Class Counsel
11 for the reimbursement of actual costs of up to Fifteen Thousand Dollars and Zero
12 Cents (\$15,000.00), subject to submission of itemized costs to the Court,
13 associated with Class Counsel's prosecution of this Action from the Gross
14 Settlement Amount, and Class Counsel agrees not to appeal any award of
15 attorneys' fees or costs. Any portion of the requested Class Counsel Award that is
16 not awarded to Class Counsel shall be part of the Net Settlement Amount and
17 distributed to Settlement Class Members as provided in this Agreement. So long
18 as there are no objections, Class Counsel shall be paid any Court-approved fees
19 and costs no later than fourteen (14) calendar days after Defendant provides funds
20 to the Settlement Administrator for disbursement under this Agreement. Class
21 Counsel shall be solely and legally responsible to pay all applicable taxes on the
22 payment made pursuant to this paragraph. The Settlement Administrator shall
23 issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant
24 to this paragraph. This Settlement is not contingent upon the Court awarding Class
25 Counsel any particular amount in attorneys' fees and costs.

26 j. Settlement Administration Costs. The Settlement Administrator shall be
27 paid for the costs of administration of the Settlement from the Gross Settlement
28 Amount. The capped cost of administration for this Settlement is Fifteen Thousand

1 Dollars (\$15,000). The Settlement Administrator shall provide the Parties with a
2 declaration to support the cost of administration. The Settlement Administrator
3 shall be paid the Settlement Administration Costs no later than fourteen (14)
4 calendar days after Defendant provides funds to the Settlement Administrator for
5 disbursement under this Agreement. The Settlement Administrator, on
6 Defendant's behalf, shall have the authority and obligation to make payments,
7 credits and disbursements, including in the manner set forth herein, to Settlement
8 Class Members and the Internal Revenue Service, calculated in accordance with
9 the methodology set out in this Agreement and orders of the Court.

10 i. The Parties agree to cooperate in the Settlement Administration
11 process and to make all reasonable efforts to control and minimize the cost
12 and expenses incurred in administration of the Settlement. The Parties each
13 represent they do not have any financial interest in the Settlement
14 Administrator or otherwise have a relationship with the Settlement
15 Administrator that could create a conflict of interest.

16 ii. The Settlement Administrator shall be responsible for: processing
17 and mailing payments and associated 1099 forms, if applicable, or other
18 tax forms to Plaintiff, Class Counsel, Settlement Class Members, the
19 Internal Revenue Service, California State Treasury, the Unclaimed
20 Property Division of the California State Controller's Office, and/or any
21 other appropriate government authorities, including forwarding all taxes,
22 contributions, and withholdings to the appropriate government authorities.
23 The Settlement Administrator shall also be responsible for printing, and
24 mailing the Notice to the Settlement Class Members, as directed by the
25 Court; receiving and reporting the Requests for Exclusion and Notices of
26 Objection submitted by Settlement Class Members; properly calculating
27 and completing all tax reporting, withholdings, and payments to the
28 Internal Revenue Service and/or appropriate tax authorities on a timely

1 basis; providing declaration(s) and reports as necessary in support of
2 preliminary and final approval of this Settlement and upon completion of
3 this Settlement; and other tasks as the Parties mutually agree or the Court
4 orders the Settlement Administrator to perform both before and after
5 distribution of the Gross Settlement Amount. The Settlement
6 Administrator shall keep the Parties timely apprised of the performance of
7 all Settlement Administrator responsibilities.

8 iii. No person shall have any claim against Defendant, Defense
9 Counsel, Plaintiff, Settlement Class Members, Class Counsel or the
10 Settlement Administrator based on distributions and payments made in
11 accordance with this Agreement.

12 41. Declarations by Settlement Administrator. The Settlement Administrator shall
13 submit a declaration in support of Plaintiffs' Motion for Preliminary Approval of this Settlement
14 detailing its qualifications, experience, and estimated costs for administration of this Settlement.
15 The Settlement Administrator shall submit a declaration in support of Plaintiff's Motion for Final
16 Approval of this Settlement detailing the number of Notices mailed and re-mailed to Settlement
17 Class Members, the number of undeliverable Notices, the number of timely Requests for
18 Exclusion, the number of timely and late objections received, if any, the amount of the average
19 Individual Settlement Payment and maximum and minimum Individual Settlement Payments, the
20 Settlement Administration Costs, and any other information as the Parties mutually agree or the
21 Court orders the Settlement Administrator to provide. Upon distribution of settlement funds to
22 all recipients, within thirty (30) days after the expiration of any last check sent to a Settlement
23 Class Member, the Settlement Administrator shall submit to Class Counsel a Declaration of
24 Compliance detailing the payment of all settlement funds, including the number of checks
25 negotiated and corresponding dollar value, the number of checks not negotiated and
26 corresponding dollar value, the completion of the forwarding of the value(s) of the uncashed
27 checks to the Unclaimed Property Division of the California State Controller's Office, and the
28 payment of funds to Class Counsel.

1 42. Increase to the Gross Settlement Amount. Because Plaintiffs have relied on the
2 Defendant's representation that the Certified Class Amount is fixed at approximately 620 Class
3 Members in agreeing to settle the Action at the given value—which yields a certain per-student
4 average—if that 620 turns out to be larger, the result would dilute that per-student average. As
5 such, to protect the Participating Class Members from an unacceptable degree of dilution, if the
6 actual number of Settlement Class Members exceeds 5% of the 620-person figure, then the Gross
7 Settlement Amount shall be increased proportionately based on the actual number of Settlement
8 Class Members. For instance, if the actual number of Settlement Class Members is 657 (which
9 exceeds 5% of the 620-person figure), then the Gross Settlement Amount shall be increased
10 proportionally by the corresponding percentage difference between the Certified Class Amount
11 and the actual number of Settlement Class Members, which would be an additional \$14,919.35
12 for a total Gross Settlement Amount of \$264,919.35.

13 43. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration
14 of the Response Deadline and not later than 16 court days before the Final Approval Hearing,
15 Class Representatives will file in Court a motion for final approval of the Settlement that includes
16 a Proposed Final Approval Order and proposed Judgment. Class Counsel will provide drafts of
17 these documents to Defense Counsel in advance of filing for Defense Counsel's review. A Final
18 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the
19 Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the Class
20 Representative Enhancement Award, (iii) the General Release Payment), (iv) Individual
21 Settlement Payments, and (v) the Settlement Administration Cost. Upon granting final approval
22 of the Settlement, the Court shall also enter a Final Judgment and Order implementing the
23 Releases set forth in paragraphs 8 and 35, 39 of this Agreement, as well as the General Release
24 by the Class Representatives contained in paragraph 39 (f) of this Agreement. Settlement Class
25 Members shall be provided with notice of the Final Judgment and Order under California Rule of
26 Court 3.771(b), and the Settlement Administrator shall include with each settlement award a
27 notice on the check stub advising the Class Members that the Court entered a Final Judgment, the
28 date of the Judgment, and that Class Members may obtain a copy of the Judgment upon request

1 from the Settlement Administrator. Pursuant to California Rule of Court 3.769(h), after granting
2 final approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the
3 Judgment.

4 44. Response to Objections. Each Party retains the right to respond to any objection
5 raised by a Participating Class Member, including the right to file responsive documents in Court
6 prior to the Final Approval Hearing, or as otherwise ordered by the Court.

7 45. Duty to Cooperate for Final Approval. If the Court does not grant Final Approval
8 or conditions Final Approval on any material change to the Settlement, the Parties will
9 expeditiously work together in good faith to address the Court's concerns by revising the
10 Agreement as necessary to obtain Final Approval.

11 46. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment,
12 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
13 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
14 matters, and (iii) addressing such post-Judgment matter as are permitted by law.

15 47. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
16 and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
17 Members who did not object to the Settlement as provided in this Agreement, waive all rights to
18 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
19 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
20 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
21 appeals.

22 48. Omitted Class Members. If additional individuals not originally included on the
23 Class List provided to the Settlement Administrator are discovered after Class Notices have been
24 distributed and no later than ten (10) calendar days before Plaintiff is ordered to file his Motion
25 for Final Approval, Defendant shall, in good faith, immediately make a determination as to
26 whether those individuals should be deemed Settlement Class Members and entitled to participate
27 in the Settlement. If Defendant determines that the omitted individual is a Settlement Class
28 Member, the third-party administrator shall mail the individual a Class Notice as provided in

paragraph 38 and recalculate the Individual Settlement Payments of all Settlement Class Members by the formula set forth herein to include the additional Individual Settlement Payment for that Omitted Class Member. The Omitted Class Member will have until the calendar day before Individual Settlement Payments are mailed by the third-party administrator as provided in paragraph 38 of this Agreement to submit a Request for Exclusion or Objection. If additional individuals not originally included on the Class List are discovered later than thirty-five (35) days before the Effective Date, those individuals shall not be deemed Settlement Class Members, will not receive payment, and will not release claims against Defendant or Released Parties. In the event there is a dispute regarding the Omitted Class Member's Class Position, the provisions of paragraph 39(f) of this Agreement shall govern the dispute.

49. Revocation of Settlement Agreement. Defendant, at their sole discretion, shall have the right but not the obligation to revoke the Settlement Agreement if twenty (20) or more of the Class Members timely submit a valid Request for Exclusion from the Class. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days of receiving the opt-out list from the Settlement Administrator by providing written notice to Class Counsel. In the event Defendant elects to revoke the settlement under this provision, Defendant shall be solely responsible for any and all Settlement Administration Costs incurred.

50. Nullification of Settlement Agreement. In the event: (i) the Court does not enter an order for preliminary approval; (ii) the Court does not enter an order for final approval; (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, (v) Defendant elects to revoke the Settlement Agreement pursuant to paragraph 48, or (vi) the Settlement does not become final, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such case, Defendant shall not make any payment under this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Plaintiff, on one hand, and Defendant, on the other hand, in equal shares, except for the scenario in (v) described in the preceding sentence. For avoidance of doubt, the preceding sentence applies to all instances the Settlement

1 Agreement is nullified except for the event in which Defendant elects to revoke the Settlement
2 Agreement pursuant to paragraph 48, because in that instance, Defendant shall be solely
3 responsible for all fees already incurred by the Settlement Administrator. If Defendant, however,
4 fails to fully fund the Settlement, Defendant shall be solely responsible for any fees already
5 incurred by the Settlement Administrator.

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

12 52. No Admission by Defendant. This Agreement represents a compromise and
13 settlement of highly disputed claims. Nothing in this Agreement is intended or should be
14 construed as an admission by the Parties that any of the allegations or the defenses in the Operative
15 Complaint have merit or that there is any liability for any claims asserted. The Parties agree that
16 class certification and representative treatment is for purposes of this Settlement only. If, for any
17 reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, all
18 Parties reserve the right to prosecute and/or contest certification of any class for any reason,
19 reserve all available claims and defenses in the Action, among reservation of all other relevant
20 rights. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have
21 no bearing on, and will not be admissible in connection with, any litigation (except for
22 proceedings to enforce or effectuate the Settlement and this Agreement).

23 53. Exhibits and Headings. The terms of this Agreement include the terms set forth in
24 the attached exhibit, which is incorporated by this reference as though fully set forth herein. The
25 exhibit to this Agreement is an integral part of the Settlement; however, the terms of this
26 Agreement control in case of conflict. The descriptive headings of any paragraphs or sections of
27 this Agreement are inserted for convenience of reference only.

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

4 55. Amendment or Modification. This Agreement may be amended or modified only
5 by a written instrument signed by counsel for all Parties or their successors-in-interest and also
6 must be approved by the Court.

7 56. Entire Agreement. This Agreement constitutes, including **Exhibit A**, the entire
8 Agreement among these Parties, and no oral or written representations, warranties or inducements
9 have been made to any Party concerning this Agreement or its exhibit other than the
10 representations, warranties and covenants contained and memorialized in the Agreement and its
11 exhibit.

12 57. Authorization to Enter into Settlement Agreement. Counsel for the Parties warrant
13 and represent they are expressly authorized by the Party whom they each represent to negotiate
14 this Agreement and to take all appropriate actions required or permitted to be taken by such Parties
15 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
16 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
17 other and use their best efforts to effect the implementation of the Settlement. In the event the
18 Parties are unable to reach an agreement on the form or content of any document needed to
19 implement the Settlement, or on any supplemental provisions that may become necessary to
20 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
21 such disagreement. The person signing this Agreement on behalf of Defendant represent and
22 warrants that he/he is authorized to sign this Agreement on behalf of Defendant. The person
23 signing this Agreement on behalf of Plaintiff represents and warrants that he/he is authorized to
24 sign this Agreement and that he/he has not assigned any claim, or part of a claim, covered by this
25 Settlement to a third-party.

26 58. Binding on Successors and Assigns. This Agreement shall be binding upon, and
27 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.
28

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

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

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

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

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

PLAINTIFFS

Date: 08/24/2024

John P Mears

John P Mears (Aug 24, 2024 16:02 EDT)
John Mears

Date: _____

Maria Cholico

Date: _____

Cristal Tejeda

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PLAINTIFFS

Date:

John Mears

Date: August 23, 2024

Maria Cholico
Maria Cholico

Date:

Cristal Tejeda

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PLAINTIFFS


Date: _____

John Mears

Date: _____

Maria Cholico

Date: 8/28/2024




Cristal Tejeda

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CLASS COUNSEL
Shegerian & Associates, Inc.

Date: August 28, 2024


Erik Dos Santos
Attorneys for Plaintiffs JOHN MEARS, MARIA
CHOLICO, CRISTAL TEJEDA

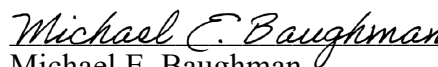
DEFENDANT

Date: September 17, 2024


Sean M. Scott, Dean
California Western School of Law

DEFENDANT'S COUNSEL
TROUTMAN PEPPER HAMILTON SANDERS
LLP

Date: September 17, 2024


Michael E. Baughman

Attorneys for Defendant California Western
School of Law