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7 Attorneys for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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COUNTY OF ALAMEDA

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12 RENEE OKAMURA; KATHRYN DIN;
NICOLE MORIN; MICHAEL
13 MCADORY; and LEGAL AID AT
WORK,

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Plaintiffs,

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v.

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EMPLOYMENT DEVELOPMENT
17 DEPARTMENT; NANCY FARIAS, in her
individual and official capacities; GRECIA
18 STATON, in her individual and official
capacities; and DOES 1 through 10,
19 inclusive,

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Defendants.

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Case No. 23CV036020

ASSIGNED FOR ALL PURPOSES TO:
HON. MICHAEL MARKMAN
DEPARTMENT 23

**[PROPOSED] ORDER GRANTING
UNOPPOSED EX PARTE
APPLICATION FOR SETTLEMENT
APPROVAL AND ENTRY OF
JUDGMENT PER CCP § 664.6**

Action Filed: June 14, 2023

[4664193.1]

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[PROPOSED] ORDER

The Court, having considered Plaintiffs’ Unopposed Ex Parte Application for Settlement Approval and for Entry of Judgment Pursuant to California Code of Civil Procedure § 664.6 (the “Motion”), the Memorandum of Points and Authorities in Support of the Motion, the Declaration of Jenny S. Yelin, dated March 26, 2025, and any argument presented with the Motion, finds as follows:

Plaintiffs Renee Okamura, Kathryn Din, Nicole Morin, Michael McAdory, and Legal Aid at Work (“Plaintiffs”), along with Defendants Employment Development Department, Nancy Farias, and Grecia Staton (“Defendants”) entered into the written agreement, attached to this Order as **Exhibit A**, for settlement of this case (the “Agreement”). The Agreement satisfies the requirements of California Code of Civil Procedure § 664.6 and California Rule of Court 3.770, and good cause appearing, the Court **HEREBY ORDERS** that the Application is granted.

Judgment is hereby entered pursuant to the terms of the Agreement,. The Court shall retain jurisdiction for a period of three years from the date of this order, in order to enforce the Agreement, pursuant to California Code of Civil Procedure § 664.6.

IT IS SO ORDERED.

DATED: _____, 2025

Hon. Michael Markman
Judge of the Superior Court

Exhibit A

1 GEORGE WARNER – 320241
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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ALAMEDA

11
12 RENEE OKAMURA; KATHRYN DIN;
13 NICOLE MORIN; MICHAEL
MCADORY; and LEGAL AID AT
14 WORK,

15 Plaintiffs,

16 v.

17 EMPLOYMENT DEVELOPMENT
DEPARTMENT; NANCY FARIAS, in her
18 individual and official capacities; GRECIA
STATON, in her individual and official
19 capacities; and DOES 1 through 10,
inclusive,

20 Defendants.

Case No. 23CV036020

ASSIGNED FOR ALL PURPOSES TO:
HON. MICHAEL MARKMAN
DEPARTMENT 23

SETTLEMENT AND RELEASE

Action Filed: June 14, 2023

1 **1. RECITALS**

2 WHEREAS, the Employment Development Department is the state entity charged
3 with administering the Unemployment Insurance Code in California;

4 WHEREAS, on June 14, 2023, Plaintiffs filed this lawsuit seeking injunctive,
5 declaratory, and monetary relief for the alleged failure of the Department to provide
6 claimants due process in the adjudication of their claims, for the failure of the Department
7 to ensure fair hearings, and for the waste of taxpayer funds by the Department;

8 WHEREAS, Plaintiffs continue to believe the Department’s current practices are
9 unlawful;

10 WHEREAS, the Department denies that plaintiffs are entitled to any relief in this
11 matter;

12 NOW THEREFORE, in consideration of the mutual covenants and promises set
13 forth in this Agreement, the Parties desire to fully and finally resolve this matter on the
14 following terms and conditions.

15 **2. DEFINITIONS**

16 The following definitions shall apply for purposes of this proposed Settlement
17 Agreement: “EDD” or “the Department” means the Employment Development
18 Department.

- 19 (a) “Defendants” means the Department as well as the other
20 named defendants in this action, Nancy Farias and Grecia
21 Staton;
22 (b) “Plaintiffs” means the named plaintiffs to this action, Renee
23 Okamura, Kathryn Din, Nicole Morin, and Michael McAdory,
24 as well as Legal Aid at Work.
25 (c) “Parties” means Plaintiffs and Defendants.
26 (d) “Settlement Effective Date” means the date on which this
27 Agreement is approved by the Court in this matter.
28

TERMS

In view of the foregoing, the Parties shall agree as follows:

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[4657114.2]

1 **3. SHORT-TERM FIXES**

2 If EDD will not meet the timeframes set forth in this Part, it will provide Plaintiffs
3 with sufficient notice, and there will be an opportunity for the parties to meet and confer
4 regarding the compliance timeframe and bring any disputes to the court. Defendants are
5 not required to allow Plaintiffs to approve any “copy” prior to implementation.

6 **3.1 Inbound and Outbound Telephone Call Protocols**

7 EDD will implement the changes in this Section, including training staff, after
8 completion of the website changes, and no later than 365 days after the Settlement
9 Effective Date.

10 **3.1.1 Inbound call scripts**

11 Verifying a claimant’s address is current practice for EDD employees answering
12 inbound calls, and the Department will continue to implement this protocol. Employees
13 are required to ask the claimant to verify certain personal identifying information, which
14 includes the claimant’s address.

15 EDD will update its current inbound call scripts to include the following
16 information:

- 17 (a) EDD sends important notices by mail that may affect your
18 benefits.
- 19 (b) These notices will be sent by mail to the address you have on
20 file with EDD.
- 21 (c) Make sure the address you have on file with EDD is your
22 correct address.
- (d) You can update your address through your UIOnline profile.

23 **3.1.2 Outbound Determination Call Script**

24 Employees will confirm the same personal identifying information that is performed
25 when agents answer inbound calls, which includes the claimant’s address. EDD will
26 update its current outbound call scripts to include the following information:

- 27 (a) EDD sends important notices by mail that may affect your
28 benefits.
- (b) These notices will be sent by mail to the address you have on

1 file with EDD.

2 (c) Make sure the address you have on file with EDD is your
3 correct address.

4 (d) You can update your address through your UIOnline profile.

5 **4. EMAIL AND UIONLINE MESSAGES**

6 EDD will implement the changes in this Section, including training staff, no later
7 than 365 days after the Settlement Effective Date.

8 **4.1 Text Messages**

9 EDD agrees to send a text message¹ to claimant in the following two situations: (1)
10 when an adverse eligibility determination has been made on their claim; and (2) when an
11 overpayment has been established. The text message will include the following
12 information:

- 13 (a) Language directing claimants to check their UIOnline account.
14 (b) Language notifying claimants that EDD has made an important
15 decision about their claim.
16 (c) Language notifying claimants that EDD has sent a message to
17 their UIOnline account and to login for additional information.
EDD has also sent a notice with important information via U.S.
Postal Service.

18 **4.2 Email Messages**

19 EDD agrees to send an email message² to claimants in the following two situations:
20 (1) when an adverse eligibility determination has been made on their claim; and (2) when
21 an overpayment has been established. The email messages will include the following
22 information:

- 23 (a) EDD has made an important determination about the status of
24 their claim.
25 (b) A notice will be sent by mail to the address they have on file

26 _____
27 ¹ Text messages will only be sent to those claimants who have opted in to receiving text
28 messages.

² Email messages will only be sent to those claimants who have opted in to receiving
electronic communications.

1 with EDD.

- 2 (c) To verify the address they have on file with EDD, visit your
3 UIOnline profile.
- 4 (d) If you disagree with the decision, you have the right to appeal.
- 5 (e) Information about EDD's appeal process can be found on the
6 Appeals page on the EDD website (for which the webpage
7 address will be provided).

7 **4.3 UIOnline Message**

8 EDD agrees to send UIOnline messages to claimants in the following two
9 situations: (1) when an adverse eligibility determination has been made on their claim; and
10 (2) when an overpayment has been established. The UIOnline messages will contain the
11 same information as the email messages, discussed above.

12 **4.4 UIOnline Banner**

13 EDD will add a banner within UIOnline reminding claimants that some
14 correspondence may be sent by mail even if they opted in to electronic communication and
15 that they should be sure their mailing address and contact information is kept up to date.
16 This banner will be made obsolete in the transition to EDDNext, and it will be phased out
17 once EDD begins sending Notices of Determination and Overpayment electronically.

18 In the interim, the banner may periodically be removed or supplanted by other
19 banners pursuant to EDD's operational needs. The Department does not agree to provide
20 advance notice of banner changes other than this Agreement's provision that the banner
21 will be phased out once EDD commences distribution of Notices of Determination and
22 Overpayment electronically.

23 The banner will bear a static, non-individuated message that includes the following
24 information:

- 25 (a) EDD sends important notices by mail that will not appear on
26 UIOnline.
- 27 (b) These notices will be sent by mail to the address you have on
28 file with EDD.
- (c) Please verify the address you have on file with EDD through

1 your UIOnline profile.

2 **5. STATIC WEBSITE CHANGES**

3 EDD commits to streamlining the presentation and accessibility of existing
4 information on its website. EDD will implement the changes in this Section, including
5 training staff, no later than June 30, 2025.

6 Bulleted hyperlinks for (1) DETERMINATIONS AND ELIGIBILITY,
7 (2) OVERPAYMENTS, and (3) APPEALS, will be added to the Claims page that will
8 direct claimants to the relevant informational page for that topic (Determinations and
9 Eligibility, Overpayment, and Appeals).

10 **5.1 The Determinations and Eligibility page**

11 At a minimum, this page will contain the following:

- 12 (a) Information for phone interviews and to “Prepare for the
13 Interview”
- 14 (b) Requirements for eligibility
- 15 (c) Information on the determinations process
- 16 (d) Information regarding the potential consequences of fraud,
17 including that misreporting information and/or failing to report
18 information may result in disqualification from benefits, a
requirement to repay benefits previously provided, and the
assessment of a thirty percent penalty.

19 **5.2 The Overpayments page**

20 At a minimum, this page (<https://edd.ca.gov/en/claims/Benefit-Overpayments/>) will
21 be augmented to contain the following:

- 22 (a) Additional information regarding overpayments
- 23 (b) A link to the Appeals Page
- 24 (c) Information regarding the right to appeal
- 25 (d) Information about the deadline for an appeal and the good
26 cause exception to this deadline
- 27 (e) Links to other helpful links on EDD’s website

28 ///

1 **5.3 The Appeals page**

2 At a minimum, this page will contain the following:

- 3 1. A link to the CUIAB homepage, where claimants can find information
4 provided by CUIAB about the appeal process
- 5 2. Information regarding the right to appeal
- 6 3. Information about the deadline for an appeal and the good cause exception to
7 this deadline, including:
- 8 a. Appeals must be submitted in writing within 30 days of the mailing
9 date on your Notice of Determination and/or Ruling (DE 1080CZ) or Notice of
10 Overpayment (DE 1444).
- 11 b. If you miss the deadline, you can still submit your appeal, but you
12 must provide the reason for filing a late appeal.
- 13 c. The Administrative Law Judge (ALJ) will only review your appeal if
14 they decide you had good cause for your late appeal.
- 15 4. Links to other existing resources on EDD’s website
- 16 5. Information on how to file an appeal if a claimant does not have the Notice
17 of Determination and/or Ruling (DE 1080CZ) or Notice of Overpayment (DE 1444),
18 including the following:

- 19 a. That it is possible to file an appeal without a notice.
- 20 b. That claimants may contact EDD to request the address for filing their
21 appeal by mail one of three ways. Claimants can call EDD’s 800 number (800-300-
22 5616), send a WebCorr message through UIOnline, or go in-person to an AJCC.

23 **5.4 Miscellaneous Website Changes**

24 EDD will:

- 25 1. Should plaintiffs identify an instance where this information is not included
26 on EDD’s website, EDD will revise instructions stating that “you must submit your appeal
27 within 30 days” to clarify that claimants may file an appeal after the deadline has passed.
- 28 2. On the Unemployment Insurance Appeals page, EDD agrees to delete

1 information related to second-level appeals, the submission of evidence and argument, and
2 instructions on how to file a second-level appeal.

3 3. EDD agrees to delete the link to the “Office of Appeals Hearing Information
4 (PDF)” form.

5 4. For the Benefit Overpayment and Penalties
6 (<https://edd.ca.gov/en/claims/benefit-overpayments>) page, the Department will include the
7 following information:

8 a. If you miss the deadline, you can still submit your appeal.

9 b. The Administrative Law Judge will only review your appeal if they
10 decide you have good cause for your late appeal.

11 5. For the Benefit Overpayment Services ([https://edd.ca.gov/en/claims/benefit-](https://edd.ca.gov/en/claims/benefit-overpayment-services/)
12 [overpayment-services/](https://edd.ca.gov/en/claims/benefit-overpayment-services/)) page, the Department will include the following information:

13 a. A benefit overpayment occurs when you collect unemployment,
14 disability, or Paid Family Leave benefits that the EDD determined you were not
15 eligible to receive.

16 b. For more information about benefit overpayment decisions and your
17 options, including appeal, visit Benefit Overpayments and Penalties.

18 **6. APPEALS FORM LANGUAGE**

19 The Department Agrees to:

20 (a) Include the following language at the bottom of the DE
21 1000M: “Learn more about appealing a decision at
edd.ca.gov/appeals.”

22 (b) Update the DE 1000M form to specify that it is requesting
23 claimant’s mailing address.

24 EDD will implement the changes in this Section to the English-language version of the DE
25 1000M, including training staff, no later than 365 days after the Settlement Effective Date.
26 Subsequently, the form will be translated as necessary to comply with California
27 Unemployment Insurance Code section 316.

28 ///

1 **7. ADDRESS VERIFICATION PROCESS**

2 EDD commits to implementing a process to verify a claimant’s mailing address.
3 When EDD receives information regarding claimant’s address from the National Database
4 of New Hires that conflicts with the address in EDD’s records, EDD will contact claimant
5 to confirm their correct mailing address.

6 EDD will make these changes to the address verification process, including training
7 staff, no later than 365 days after the Settlement Effective Date.

8 **8. EDDNEXT**

9 As part of its ongoing implementation of EDDNext, the Department agrees to:

- 10 1. convert all possible language to be readable at an 8th-grade level;
- 11 2. have its notices designed and formatted for readability consistent with
12 section 6219 of the Government Code;
- 13 3. ensure that EDD staff has the ability to revise notices quickly so that changes
14 can be made in a nimble manner when laws change;
- 15 4. create the capability online to receive information about overpayments and
16 disqualification by email, text message, UIOnline, and mail;
- 17 5. integrate information from the United States Postal Service’s National
18 Change of Address database into the address verification process it develops under Section
19 7 of this Agreement;
- 20 6. ensure that Notices of Determination and Notices of Overpayment disclose
21 the right to appeal, and fraud penalties (if applicable) are in a prominent format; and
- 22 7. include additional information in the summary statement of material facts
23 contained in the Notices of Determination and Notices of Overpayment sufficient to
24 inform the claimant of the reason for their disqualification, including a reference to the
25 method by which the false statement was received by EDD. Notices of Overpayment will
26 state the legal standard governing waivers in plain language and state the reason for denial
27 of waiver, if applicable.

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1 **9. CONTINGENCIES AND ENFORCEMENT**

2 The Department’s fulfillment of the obligations specified in Paragraph 8 is subject
3 to and contingent upon the avoidance of all of the following: budgetary, legislative,
4 resource, vendor, or technological limitations to the implementation of EDDNext;
5 emergency; necessary reprioritization of efforts; and any other factor or event outside of
6 EDD’s control that will adversely impact implementation of EDDNext. If the Department
7 determines that a factor or event exists that will adversely impact its implementation of
8 EDDNext, the Department will notify Plaintiffs, including informing Plaintiffs of what
9 alternative action EDD intends to take, if any, in light of the changed circumstances. If
10 Plaintiffs dispute that any of the contingencies specified in this paragraph exists, or if
11 Plaintiffs believe EDD’s proposed alternative action does not meaningfully comply with
12 the obligations in Paragraph 8 and is not likely to result in remediation of the harm(s)
13 alleged in Plaintiffs’ Second Amended Complaint, Plaintiffs shall notify Defendant. The
14 parties must meet and confer over a period of no more than sixty days and, if they are
15 unable to reach resolution of the dispute, Plaintiffs may file a motion with the Court to
16 enforce the obligations specified in Paragraph 8.

17 **10. THE REQUEST FOR PROPOSALS (RFP) PROCESS**

18 A key RFP for the continued progression of EDDNext (e.g., the Integrated Claims
19 Management System) was released the week of August 12, 2024. The RFP includes
20 solicitations for the following capabilities, which EDD commits to pursuing through the
21 RFP process:

- 22 1. The online platform must be adaptable and flexible (to allow for internal
23 revision without resorting to outside specialists).
- 24 2. The online platform must have the ability to upload and index information
25 from claimants.
- 26 3. The online platform must allow for outgoing and incoming correspondence
27 and allow access to notices online.
- 28 4. The online platform must facilitate improved communication and possess the

1 ability to generate notices.

2 **11. TIMELY PROGRESS DISCLOSURES AND CONTINUING COURT**
3 **JURISDICTION**

4 **11.1 Term.**

5 The Settlement Agreement shall remain in force and effect for a period of three (3)
6 years commencing on the Effective Date.

7 **11.2 Timely Progress Disclosures.**

8 EDD agrees to provide updates to Plaintiffs' counsel every six months on any
9 changes or updates pursuant to this Agreement that have been finalized during that period,
10 including reporting on instances when the online "banner" referenced in Part One section
11 II(B) was modified or displaced. In addition, EDD agrees to provide notice to plaintiffs if
12 it anticipates missing a deadline. EDD's notice period will end three years after the
13 Effective Date of the settlement. EDD's updates will not include internal, nonpublic
14 documents belonging to it or its contractors.

15 **11.3 Continuing Jurisdiction.**

16 The Court shall retain jurisdiction pursuant to Code of Civil Procedure 664.6 over
17 the interpretation and implementation of this Agreement, as well as any and all matters
18 arising out of, or related to, the interpretation or implementation of this Agreement and of
19 the settlement contemplated thereby. The parties' agreement is conditioned upon the
20 Court's retention of jurisdiction even after approval of the Settlement Agreement.

21 **12. DAMAGES**

22 The Department agrees to pay damages to the Plaintiffs in the following amounts:
23 \$950 each to Michael McAdory, Kathryn Din, and Renee Okamura, and \$1,200 to Nicole
24 Morin.

25 **13. COSTS AND FEES**

26 **13.1 Mediation Fees.**

27 The Department agrees to pay the whole cost of the mediation process as it was
28 billed to Plaintiffs by JAMS.

1 **13.2 Attorney’s Fees and Costs.**

2 The Department agrees to not contest Plaintiffs’ legal entitlement to fees and costs
3 in this matter and agrees to meet and confer with Plaintiffs in an effort to reach informal
4 resolution of the amount of fees and costs without the need for further litigation. If the
5 parties cannot resolve this issue informally, fees and costs shall be determined by a
6 properly noticed motion in conformity with the Code of Civil Procedure.

7 **14. DISMISSAL AND RELEASE OF CLAIMS**

8 **14.1 Binding Agreement.**

9 This Agreement is a binding agreement and contains all material agreed-upon terms
10 for the Parties to seek a full and final settlement of this litigation by which, subject to
11 Court approval, the Released Claims will be finally and fully released, resolved,
12 relinquished, discharged, and settled, and the litigation will be dismissed with prejudice as
13 to the Plaintiffs subject to the terms and conditions set forth in this Agreement.

14 **14.2 Unnamed Putative Class Members - No Release.**

15 The parties agree that the rights of all unnamed putative class members are
16 unaffected by this Settlement Agreement and that no individual other than the four named
17 herein is releasing any of their claims against Defendants (for injunctive relief, writ relief,
18 damages, and any other form of relief) through this Agreement.

19 **14.3 Dismissal of Lawsuit and Named Plaintiffs’ General Release of Liability.**

20 Effective upon the parties' execution of this Agreement, Plaintiffs shall dismiss this
21 lawsuit in its entirety with prejudice as to all named Defendants, and, with the exception of
22 any actions necessary to enforce the Agreement prior to its termination, Named Plaintiffs,
23 on their own behalf and on behalf of their respective current or former trustees,
24 beneficiaries, insurers, successors, assigns, legatees, heirs, partners, agents, and personal
25 representatives, and any other individuals or entities acting on a Named Plaintiffs’ behalf,
26 shall release and forever discharge Defendants EDD, Grecia Staton, and Nancy Farias, and
27 EDD’s current or former directors, officers, administrators, agents, employees, divisions,
28 branches, units, contractors, successors, and assigns, and all other individuals and entities

1 legally acting on behalf of Defendants, from any and all claims, rights, demands, charges,
2 complaints, actions, suits, appeals, and causes of action arising from, relating to, or in any
3 way connected with, directly or indirectly, any of the matters, facts, events, or occurrences
4 that are alleged in or otherwise form the basis for this lawsuit. In that regard, Plaintiffs
5 hereby waive any right or benefit available in any capacity under the provisions of section
6 1542 of the California Civil Code, which provides:

7 A general release does not extend to claims that the creditor or releasing
8 party does not know or suspect to exist in his or her favor at the time of
9 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.

10 **15. COURT APPROVAL PROCESS**

11 The Court will review the Settlement Agreement in accordance with California
12 Rule of Court 3.770. The parties agree that they will not ask the Court to provide notice of
13 the settlement or the dismissal of the case to putative class members, though the parties
14 understand that the Court may order notice pursuant to Rule 3.770(c). The Court shall
15 retain jurisdiction over the settlement and the case pursuant to Section 11.3.

16 **16. MISCELLANEOUS PROVISIONS**

17 1. The Parties executing this Settlement Agreement received independent legal
18 advice from their respective counsel regarding the meaning and legal effect of this
19 Settlement Agreement, the advisability of making the agreements provided for herein, and
20 the execution of this Settlement Agreement, and fully understand the same. The Parties
21 executing this Settlement Agreement have the full right and authority to enter into this
22 Agreement on behalf of themselves, or any person or entity on behalf of whom the Parties
23 enter into this Agreement in a representative capacity, and to bind fully such person or
24 entity to the terms and obligations of this Settlement Agreement. The Parties executing
25 this Agreement have full power to enter into this Settlement Agreement and have not
26 heretofore assigned, transferred, or encumbered, or purported to assign, transfer, or
27 encumber, voluntarily or involuntarily, to any person or entity, all or any portion of the
28 obligations or rights which are the subject of this Settlement Agreement.

1 2. The Parties have negotiated all the terms and conditions of this Agreement at
2 arms' length. All terms and conditions of this Agreement in the exact form set forth in this
3 Agreement are material to this Agreement and have been relied upon by the Parties in
4 entering into this Agreement, unless otherwise expressly stated.

5 3. The Settlement provided for herein is not, and shall not in any way be
6 construed as, deemed to be evidence of, or be admissible in any action or proceeding of
7 any kind whatsoever (including, without limitation, litigation, arbitration, and
8 administrative proceedings) as an admission or concession of any fault, liability, or fact by
9 any individual or entity.

10 4. The terms set forth in this Settlement Agreement constitute the entire
11 Settlement Agreement and are not subject to modification except by a writing signed by all
12 of the Parties through their respective counsel.

13 5. The Parties agree to execute all documents that may be necessary to
14 effectuate the purpose of this Agreement.

15 6. This Settlement Agreement shall be used solely for the following purposes,
16 and for no other purpose: (1) settlement; (2) seeking court approval of this Settlement
17 Agreement; (3) enforcement of the terms of this Settlement Agreement; and (4) in an
18 action for breach of this Settlement Agreement.

19 7. The Parties shall reasonably cooperate with each other and shall use their
20 reasonable best efforts to obtain the Court's approval of this Agreement and all of its
21 terms. Each party, upon the request of any other party, agrees to perform such further acts
22 and to execute and deliver such other documents as are reasonably necessary to carry out
23 the provisions of this Agreement.

24 8. This Settlement Agreement may be executed through the use of two or more
25 counterparts, each of which will be deemed an original, and together shall constitute one
26 written instrument.

27 9. Photographic or facsimile copies of signed counterparts may be used in lieu
28 of the originals for any purpose and shall have the same force and effect as an original ink

1 signature.

2 10. The determination of the terms and conditions of this Agreement has been by
3 mutual agreement of the Parties. Each Party participated jointly in the drafting of this
4 Agreement, and therefore the terms and conditions of this Agreement are not intended to
5 be, and shall not be, construed against any Party by virtue of draftsmanship.

6 11. If any provision of this Agreement is held by a court of competent
7 jurisdiction to be void, voidable, unlawful, or unenforceable, the remaining portions of this
8 Agreement will remain in full force and effect. This Agreement shall in all respects be
9 interpreted, enforced, and governed by and under the laws of the State of California,
10 without regard to choice of law principles.

11 12. The Parties agree to stay all proceedings in the Litigation, except such
12 proceedings as may be necessary to implement and complete the Settlement, in abeyance
13 pending the Fairness Hearing to be conducted by the Court.

14 13. No waiver, modification, or amendment of the terms of this Agreement,
15 whether purportedly made before or after the Court's approval of this Agreement, shall be
16 valid or binding unless in writing, signed by or on behalf of all Parties and then only to the
17 extent set forth in such written waiver, modification, or amendment, subject to any
18 required Court approval. Any failure by any Party to insist upon the strict performance by
19 the other Party of any of the provisions of this Agreement shall not be deemed a waiver of
20 future performance of the same provisions or of any of the other provisions of this
21 Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to
22 insist upon the specific performance of any and all of the provisions of this Agreement.

23 14. The Parties acknowledge that this Settlement Agreement (and any order that
24 may incorporate its terms) is based on a compromise of disputed claims and does not
25 constitute an admission by any of the Settling Parties as to any of the Settling Parties'
26 claims or defenses in plaintiffs' Released Claims.

27 ///

28 ///

1 15. This Agreement is valid and binding upon (i) the signatures of counsel for
2 both parties; and (ii) the signatures of each named plaintiff.

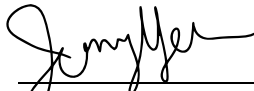
3
4 DATED: March 6, 2025

LEGAL AID AT WORK

5
6 By: 
7 _____
8 George Warner
9 Attorney for Plaintiffs


10 DATED: March 10, 2025

ROSEN BIEN GALVAN & GRUNFELD LLP

11
12 By: 
13 _____
14 Jenny S. Yelin
15 Attorney for Plaintiffs

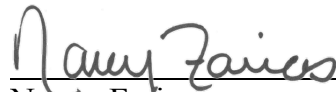
16 DATED: March 7, 2025

ROB BONTA
Attorney General of California

17
18 By: 
19 _____
20 Dane Barca
21 Attorneys for Defendants

22
23 DATED: March 7, 2025

EMPLOYMENT DEVELOPMENT
DEPARTMENT

24
25
26 By: 
27 _____
28 Nancy Farias
Director

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DATED: March 9, 2025

Renee Okamura

Renee Okamura (Mar 9, 2025 14:06 PDT)

Renee Okamura

DATED: March 6, 2025

Kathryn Din

Kathryn Din (Mar 6, 2025 16:22 EST)

Kathryn Din

DATED: March 7, 2025

Nicole Morin

Nicole Morin (Mar 7, 2025 07:30 EST)

Nicole Morin

DATED: March 6, 2025

Michael McAdory

Michael McAdory (Mar 6, 2025 16:02 PST)

Michael McAdory

DATED: March 6, 2025

Joan Graff

Joan Graff (Mar 6, 2025 13:47 PST)

Joan Graff
Legal Aid at Work