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Attorneys for Plaintiff JAMES PACKES, in a Representative capacity only, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JAMES PACKES, in a Representative
capacity only, and on behalf of other
members of the general public similarly
situated,

Plaintiff,

v.

SCHOOL OF ROCK LLC, a Delaware
Limited Liability Company; and DOES 1-10,
inclusive

Defendants

CASE NO. 30-2021-01217507-CU-OE-CXC

**SUPPLEMENTAL DECLARATION OF
ERIC K. YAECKEL IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR CONDITIONAL CERTIFICATION
OF SETTLEMENT CLASS AND
PRELIMINARY APPROVAL OF GOOD
FAITH DETERMINATION OF CLASS
ACTION SETTLEMENT**

Date: January 6, 2023

Time: 10:00 a.m.

Dept.: CX105

Judge: Hon. Randall J. Sherman

1 I, Eric K. Yaeckel, hereby declare as follows:

2 1. I am an attorney licensed to practice law before this Court and am an employed at the law firm
3 of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiff in the
4 above-captioned matter. I make this Supplemental declaration regarding Plaintiff's **Unopposed**
5 Motion for PAGA Settlement Approval.

6 2. I have personal knowledge of the facts set forth in this declaration and, if called to testify as
7 a witness, I could and would do so.

8 **Revised Settlement Documents**

9 3. The parties have jointly drafted and executed an Amendment to the Settlement Agreement
10 entitled "Amendment to Joint Stipulation of Class and Paga Action Settlement and Release."
11 A true and correct copy is attached as **Exhibit A**.

12 4. The parties have made changes to the original Class Notice provided to this Court. A trued and
13 correct copy of the "redlined" version of the Class Notice is attached as **Exhibit B**. A trued and
14 correct copy of the "clean" version of the Class Notice is attached as **Exhibit C**.

15 5. The parties have made changes to the original Request for Exclusion form provided to this
16 Court. A trued and correct copy of the "redlined" version of the Request for Exclusion form
17 is attached as **Exhibit D**. A trued and correct copy of the "clean" version of the Request for
18 Exclusion form is attached as **Exhibit E**.

19 **Additional Requests in the Court's Prior Ruling**

20 6. A true and correct copy of Plaintiff's Separate Individual Settlement that was referenced in the
21 moving papers is attached as **Exhibit F**.

22 7. Plaintiff's First Amended Complaint, Second Cause of Action, alleges Defendants routinely
23 failed to provide all regular and overtime compensation owed to employees. The parties
24 believe this could trigger a Labor Code § 204 violation and a Labor Code § 210 penalty.

25 8. Plaintiff's First Amended Complaint, Third Cause of Action, alleges wage statement
26 violations. The parties believe this could trigger the additional penalty set forth in Labor Code
27 § 226.3.

28 9. Plaintiff's First Amended Complaint, First Cause of Action, specifically alleges meal and rest

1 break violations occurred, in violation of the IWC Wage Orders. Accordingly, if this claim
2 succeeds, the parties believe it could trigger the penalties set forth in Labor Code § 558.

3 10. The parties are unable to provide the “high and low” payment estimates for class members
4 until the class is final, after all requests for exclusion are processed. This calculation will be
5 provided in the motion for final approval. This calculation will be provided in the motion for
6 final approval.

7 11. A Proof of Service of the Original Moving Papers, the Notice of Ruling following the first
8 hearing, and all Supplemental papers submitted herewith is being submitted concurrently.
9 Some of the above was already served on the LWDA and Defendants, but is being reserved
10 again prior to this hearing in an abundance of caution.

11
12 I declare under penalty of perjury under the laws of the State of California that the foregoing
13 is true and correct. Executed this 13th day of June, 2022, in San Diego, California.

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16 Eric K. Yaeckel
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EXHIBIT A

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

KATHERINE C. DEN BLEYKER, SB# 257187

2 E-Mail: Katherine.DenBleyker@lewisbrisbois.com

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3 E-Mail: Tim.Keegan@lewisbrisbois.com

633 West 5th Street, Suite 4000

4 Los Angeles, California 90071

Telephone: 213.250.1800

5 Facsimile: 213.250.7900

6 Attorneys for Defendant, SCHOOL OF ROCK,
7 LLC.

8 **SULLIVAN & YAECKEL LAW GROUP, APC**

ERIC YAECKEL, SB # 274608

E-Mail: Yaeckel@sullivanlawgroupapc.com

9 2330 3rd Ave.

San Diego, California 92101-1514

10 Telephone: 619.702.6760

Facsimile: 619.702.6761

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF ORANGE

13 JAMES PACKES, in a Representative
14 capacity only, and on behalf of other members
15 of the general public similarly situated,

16 Plaintiff,

17 vs.

18 SCHOOL OF ROCK, LLC, a Delaware
Limited Liability Company; and DOES 1-10,
19 inclusive,

20 Defendants.

Case No. 30-2021-01217507-CU-OE-CXC

**AMENDMENT TO JOINT STIPULATION
OF CLASS AND PAGA ACTION
SETTLEMENT AND RELEASE**

[Assigned for all purposes to: Hon. Randall J.
Sherman, Dept. CX-105]

Action Filed: August 18, 2021

Trial Date: None Set

Trial Date: None Set

21 **AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA ACTION**
22 **SETTLEMENT AND RELEASE**

23 This Amended to Joint Stipulation of Class and PAGA Action Settlement and Release
24 (“Amendment to Agreement” or “Amendment to Settlement Agreement”) is made and entered
25 into by and between JAMES PACKES, (“Plaintiff” or “Class Representative”), as an individual
26 and on behalf of all others similarly situated, and SCHOOL OF ROCK, LLC., (“Defendant”)
27 (collectively, the “Parties”). In consideration of the promises and mutual covenants and
28 agreements herein contained, the Parties hereby Amend the Parties’ original Joint Stipulation of

1 Class and PAGA Action Settlement and Release as follows:

2 **AMENDMENT TO RECITALS**

3 1. On August 13, 2021, Plaintiff sent a PAGA notice letter to SOR Schools VI, LLC,
4 the entity that employed Plaintiff, the Class Members (as defined in the Joint Stipulation of Class
5 and PAGA Action Settlement and Release), and the PAGA Class, as defined herein.

6 **AMENDMENT TO DEFINITIONS**

7 2. “PAGA Class Period” means the period from August 13, 2020—one year prior to
8 Plaintiff’s PAGA notice—through the date of preliminary approval.

9 3. “PAGA Class Members” means all non-exempt employees employed by
10 SCHOOL OF ROCK, LLC and SOR SCHOOLS VI, LLC, in the State of California during the
11 PAGA Class Period.

12 4. The definition of “Released Claims” as defined in Paragraph 29 of the Parties’
13 Joint Stipulation of Class and PAGA Action Settlement and Release, is amended to read as
14 follows:

15 “Released Claims” include all claims asserted in Plaintiff’s First Amended
16 Compliant, filed on August 25, 2022, and any and all claims that could be
17 asserted based on the facts alleged in Plaintiff’s First Amended Complaint. The
18 “Released Claims” include all claims, debts, liabilities, demands, obligations,
19 damages, and actions or causes of action of any kind, arising under state, federal or
20 local law, whether statutory, common law, or administrative law, at any time
21 during the Class Period and PAGA Class Period, that were or could have been
22 asserted based on the factual allegations in the First Amended Complaint, including
23 (without limitation), claims for failure to failure to pay minimum or overtime
24 wages, failure to provide meal and rest periods or to pay meal and rest period
25 premiums, failure to indemnify necessary business expenses, failure to pay all
26 wages due to discharged or quitting employees, failure to reimburse necessary
27 business expenses, failure to provide accurate itemized wage statements; claims
28 under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3,

226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated thereunder, California Business and Professions Code section 17200, et seq., and the federal Fair Labor Standards Act (“FLSA,” 9 U.S.C. § 201 et seq.); and claims for injunctive relief, punitive damages, penalties of any nature (including PAGA civil penalties and statutory penalties), interest, fees, and costs).

This amended definition of “Released Claims” specifically excludes the phrase “based on any facts discovered in the course of the Action” which was included in the original version of the Parties’ Joint Stipulation of Class and PAGA Action Settlement and Release agreement.

CORRECTIONS TO SETTLEMENT AGREEMENT

Pursuant to the Court’s September 14, 2022 order, the Parties make the following amendments correcting errors inadvertently included in the Parties’ initial Joint Stipulation of Class and PAGA Action Settlement and Release:

5. Paragraph 20. Paragraph 20 of the Joint Stipulation of Class and PAGA Action Settlement and Release erroneously referred to paragraph 45 as the paragraph describing the escalator clause. The correct paragraph was paragraph 47. Accordingly, the Parties amend Paragraph 20 of the Joint Stipulation of Class and PAGA Action Settlement and Release to read as follows:

“Maximum Settlement Amount” means the maximum settlement amount of Two Hundred and Forty Thousand Dollars (\$240,000.00) to be paid by Defendant in full satisfaction of all claims arising from the Action, which includes all attorneys’ fees, costs, the enhancement award, payments pursuant to PAGA, and claims administration expenses. In no event will Defendant be liable for more than the Maximum Settlement Amount, unless the escalator clause, described in Paragraph 47, is triggered. No portion of the Maximum Settlement Amount shall revert to Defendant. Defendant’s share of any employer payroll taxes to be paid in connection with the settlement (e.g. FICA, FUTA, payroll taxes, and/or any similar tax or charge – collectively “Employer Taxes”) shall be paid in addition to

1 the Maximum Settlement Amount. The Settlement Administrator will then be
2 responsible for making appropriate deductions, reporting obligations, and issuing
3 the individual settlement awards.

4 6. Paragraph 43a. Paragraph 43a of the Joint Stipulation of Class and PAGA Action
5 Settlement and Release, entitled “Class Members’ General Release” was misplaced as a
6 subparagraph of paragraph 43, entitled “Class Representative Enhancement Payment.” The
7 subject of paragraph 43a is covered in paragraph 71, entitled “Release of Claims by Class
8 Members.” Accordingly, the Parties amend Paragraph 43 by striking the content of Paragraph
9 43a. The entire text of Paragraph 43 as amended is as follows:

10 Class Representative Enhancement Payment. In exchange for a general release of
11 all claims, and in recognition of his effort and work in prosecuting the Action on
12 behalf of Class Members and negotiating the Settlement, Defendant agrees not to
13 oppose or impede any application or motion by Plaintiff for a Class
14 Representative Enhancement Payment up to Five Thousand Dollars (\$5,000),
15 subject to Court approval. The Class Representative Enhancement Payment will
16 be in addition to Plaintiff’s Individual Settlement Payment as a Participating
17 Class Member paid pursuant to the Settlement.

18 The Settlement Administrator will issue an IRS Form 1099 for the Class
19 Representative Enhancement Payment to the Plaintiff, and Plaintiff shall be solely
20 and legally responsible for correctly characterizing this compensation for tax
21 purposes and for paying any taxes on the amounts received. The Plaintiff agrees
22 to indemnify and hold Defendant harmless from any claim or liability for taxes,
23 penalties, or interest arising as a result of the Class Representative Enhancement
24 Payment. No benefit, including but not limited to 401K benefits, shall increase or
25 accrue as a result of any payment as a result of this Settlement. Any portion of
26 the Class Representative Enhancement Payment applied for but not awarded by
27 the Court to Plaintiff shall be added to the Net Settlement Amount for the benefit
28 of Participating Class Members. An award by the Court of a Class

Representative Enhancement Payment that is less than the amount applied for will not be grounds for Plaintiff or Class Counsel to challenge or withdraw from the Settlement.

7. Paragraph 57. Paragraph 57 of the Joint Stipulation of Class and PAGA Action is amended as follows to include additional language about resolving workweek disputes. It now reads as follows:

Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute the number of Work Weeks to which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and the Settlement Administrator will make the final decision as to the number of eligible Work Weeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. Class Members shall have until the Response Deadline to provide evidence to the Settlement Administrator demonstrating that the number of Work Weeks to which they have been credited is incorrect. If the dispute cannot be settled by the parties and the Administrator, the Court will have the power to render a decision on all Work Week disputes which will be final and non-appealable.

8. Paragraph 61. Paragraph 61 of the Joint Stipulation of Class and PAGA Action Settlement and Release erroneously referred to Section III, Paragraph 11(c)(iv). Paragraph 61 instead should have referred to paragraph 59 of the agreement. Accordingly, the Parties amend Paragraph 61 of the Joint Stipulation of Class and PAGA Action Settlement and Release to read as follows:

Individuals who fall within the definition of the Class may choose to opt-out of

1 the Class under such procedures specified in Paragraph 59 of this Agreement.
2 Any such persons who opt-out of the Class ("Opt-Outs") will not receive an
3 Individual Class Payment. However, Aggrieved Employees may not opt-out of
4 the portion of the Settlement relating to the settlement of claims under PAGA.
5 Even if a Class Member opts-out, they will still receive an Individual PAGA
6 Payment. Aggrieved Employees will be bound by the PAGA portion of the
7 release whether or not they cash this check before it becomes void. Class
8 Members who opt-out will only be bound by the release of the PAGA claims.

9 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
10 Amendment to Joint Stipulation of Class Settlement and Release between Plaintiff and
11 Defendant as of the date(s) set forth below:

12
13 **SIGNATURES - READ CAREFULLY BEFORE SIGNING**

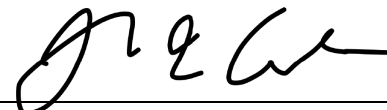
14
15 **PLAINTIFF JAMES PACKES**

16 Dated: _____

17 _____
18 Plaintiff JAMES PACKES, in a Representative
19 capacity only, and on behalf of other members of
20 the general public similarly situated

21 **DEFENDANT**
22 **SCHOOL OF ROCK, LLC**

23 Dated: 12/13/22 _____

24 
25 _____
26 Chief Financial Officer
27
28

1 **APPROVED AS TO FORM**

2
3 Dated: 12/13/2022

SULLIVAN & YAECKEL LAW GROUP, APC

Eric Yaeckel

4
5 BY: _____

Eric K. Yaeckel, Esq.

Attorneys for Plaintiff

6 JAMES PACKES, in a Representative
7 capacity only, and on behalf of other members
8 of the general public similarly situated

9
10 Dated: 12/13/2022

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

11
12 BY: /s/ Timothy M. Keegan

Timothy M. Keegan, Esq.

Attorneys for Defendant,

13 SCHOOL OF ROCK, LLC
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EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

JAMES PACKES, individually, in a Representative
capacity, and on behalf of other members of the public
similarly situated,

Plaintiff,

vs.

SCHOOL OF ROCK, LLC, a Delaware corporation,
SoR SCHOOLS VI, LLC, a Delaware corporation, and
Does 1-10, inclusive,

Defendants.

CASE NO.: 30-2021-01217507-CU-OE-CXC
JUDGE: Honorable Randall J. Sherman
DEPARTMENT: CX-105

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *James Packes v. School of Rock, LLC, et al.*, Case No. 30-2021-01217507-CU-OE-CXC (the "Action").

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) to advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of School of Rock, LLC ("SoR"), indicate that you are a current or former SoR employee who worked in California during the time period of April 1, 2018 to [the date of preliminary approval of the settlement] (the "Class"). As a result, **you are eligible to receive a portion of the settlement amount.** Additionally, if you worked for SoR during the period from August 13, 2020 to [the date of preliminary approval of the settlement] you qualify as a PAGA Class Member and will be entitled to an additional amount, as set forth below.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the Settlement will **not** affect your employment with SoR in any way whatsoever.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

In August 2021, a SoR employee in California filed a lawsuit in which he alleged violations of California wage-and-hour laws on a representative basis as to all of SoR's current and former employees in California, seeking civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA") for the following alleged violations: (1) meal and rest period violations; (2) minimum wage violations;

(3) overtime violations; (4) wage statement violations; (5) failure to reimburse; and (6) failure to pay wages upon separation. The individual who is suing Capella is referred to in this document as "Plaintiff." Plaintiff's attorneys, Sullivan & Yaeckel Law Group, APC, have been litigating the Action in State Court prior to this settlement.

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As part of the settlement, SoR has also agreed to allow Plaintiff to add claims to the Action on behalf of a Class of California employees since April 1, 2018 for the alleged substantive legal violations stated above.

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SoR claims that the members of the Class have been paid all monies that were due to them, maintains that it has complied with California's wage-and-hour laws, and denies all wrongdoing.

The Court has not ruled on whether Plaintiff's allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and SoR have negotiated a settlement whereby SoR has agreed to pay **\$240,000.00** to resolve the matter. As a Class Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by SoR of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

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All persons who were employed by and worked for SoR in California at any time during the time period of April 1, 2018 to **the date of preliminary approval of the settlement** (the "Class Period").

Additionally, all persons who were employed by and worked for SoR in California at any time during the time period from August 13, 2020, to **the date of preliminary approval of the settlement** are "PAGA Class Members."

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

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A. SoR will pay **Two Hundred Forty Thousand Dollars** (\$240,000.00) to settle the claims of all Class Members.

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B. A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay from the \$240,000.00: (1) Plaintiff's counsel's attorneys' fees, up to one-third of the settlement value (or \$80,000.00); (2) Plaintiff's costs of litigation, up to the amount of \$10,000.00; (3) The expenses of administering the settlement, up to the amount of \$3,000.00; (4) An enhancement award of up to \$5,000.00 for Plaintiff's role in pursuing the litigation; and (5) A payment of \$18,000.00 to the California Labor & Workforce Development Agency, representing 75% of the \$24,000.00 allocated to the settlement of Plaintiff's claim for civil penalties under PAGA. The remainder of the \$240,000.00 will be paid to the Class Members in settlement of their individual claims (the "Class Payment"). Please Note: separate and aside from the \$240,000.00 total settlement that will be paid to settle the claims of all Class Members, an additional ~~\$10,000.00 will also be paid~~ by SoR to Plaintiff in exchange for a complete release of all of Plaintiff's individual claims.

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C. The Class Payment will be divided among all Class Members based on the estimated number of weeks worked for SoR in California by each Class Member. That is, the Class Payment will be divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a "Weekly Settlement Value." A "qualified week" is any week in which a Class Member was employed by and worked for SoR in California during the Class Period. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for SoR during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

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D. According to SoR's records, you worked for SoR in the State of California for approximately **INSERT NUMBER OF WEEKS** weeks during the Class Period, which runs from April 1,

2018 through [the date of preliminary approval of the settlement].

The estimated value of each workweek for purposes of calculating Settlement Payments to all Class Members is approximately: <<AMOUNT>>. Your settlement amount will be calculated by multiplying this amount by your number of weeks you worked for SoR during the Class Period. Your estimated settlement amount is <<AMOUNT>>. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members

[If applicable] According to SoR's records, you worked for SoR in the State of California for approximately [INSERT NUMBER OF WEEKS] weeks during the PAGA Class Period, which runs from April 1, 2018 through [the date of preliminary approval of the settlement]. Based on this your estimated share of the payment as a PAGA Class Member is <<AMOUNT>>.

Your portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Claims Administrator via U.S. Mail, at [REDACTED]. Please be advised that the information listed above is presumed to be correct unless you prove otherwise. All Work Week disputes will be resolved and decided by the Settlement Administrator. If the dispute cannot be settled by the parties and the Administrator, the Court will have the power to render a decision on all Work Week disputes which will be final and non-appealable.

~~The estimated value of each workweek for purposes of calculating Settlement Payments to all Class Members is approximately: <<AMOUNT>>. Your settlement amount will be calculated by multiplying this amount by your number of weeks you worked for SoR during the Class Period. Your estimated settlement amount is <<AMOUNT>>. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.~~

D.E. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release SoR and their past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and each of their past, present, and future shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies that from all claims that were or could have been asserted based on the factual allegations in the Operative Complaint or based on any facts discovered in the course of the Action, including (without limitation), claims for failure to pay minimum or overtime wages, failure to provide meal and rest periods or to pay meal and rest period premiums, failure to indemnify necessary business expenses, failure to pay all wages due to discharged or quitting employees, failure to reimburse necessary business expenses, failure to provide accurate itemized wage statements; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, ~~1174, 1174.5~~, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated thereunder, California Business and Professions Code section 17200, et seq., and the federal Fair Labor Standards Act ("FLSA," 29 U.S.C. § 201 et seq.); and claims for injunctive relief, punitive damages, penalties of any nature (including PAGA civil penalties and statutory penalties), interest, fees, and costs). for the time period from April 1, 2018 up to and including the last date of the Class Period. You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

E.F. Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of the Class under such procedures specified herein. Any such persons who opt-out of the Class ("Opt-Outs") will not receive an Individual Class Payment. However, you may not opt-out of the portion

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of the Settlement relating to the settlement of claims under PAGA. Even if a [PAGA](#) Class Member opts-out, they will still receive an Individual PAGA Payment. You will be bound by the PAGA portion of the release whether or not you cash the check for your portion of the PAGA penalties before it becomes void. Class Members who opt-out will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

V. WHAT ARE MY OPTIONS?

A. You may accept your share of the \$240,000.00 settlement and be bound by the release of all claims described above. Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void; **or**

B. You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement. If you choose to be excluded, by no later than _____ (45 calendar days after mailing of this Notice), you must send a written request for exclusion, by mail, to the claims administrator, _____, located at _____. In order to be considered valid, your request for exclusion **must** include your name, your address, a request for exclusion, and your signature. However, as noted above you cannot exclude yourself from the Settlement if you are a PAGA Class Member. PAGA Class Members who exclude themselves will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

C. You may object to the settlement. The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the settlement and will issue you a check.

B. Thirty-three percent (33%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining sixty-seven percent (67%). You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A ~~final fairness hearing~~**Final Approval Hearing** will be held before the Court on _____, 2022, at _____ a.m., in Department CX-105 of the Orange County Superior Court, located at the Central Justice Center, 700 Civic Center Drive West, Santa Ana, California 92701, to decide whether or not the proposed settlement is fair, reasonable, and ~~adequate~~. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan Law Group, APC (contact information below), counsel for Plaintiff and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Procedures for making remote appearances at the hearing are allowed, but are

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subject to change. However, those procedures are posted on the Court's website at <https://www.occourts.org/media-relations/remotehearings.html>. You should check the Court website for up to date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *James Packes v. School of Rock, LLC, et al.*, Case No. 30-2021-01217507-CU-OE-CXC. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your SoR employee ID number, your address, the specific reasons you object to the terms of the Settlement, and your signature. Mail the objection to the Settlement Administrator address at [REDACTED] or fax to [REDACTED] on or before [REDACTED], 2022 (45 calendar days after mailing of this Notice). A written objection is optional. You may also appear the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 30-2021-01217507-CU-OE-CXC. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the Orange County Superior Court, located at Complex Justice Center, 751 West Santa Ana Blvd., Santa Ana, California 92701. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, <https://www.occourts.org>, through the link on the home page to "Online Case Access."

If you have any questions, you can call the Claims Administrator at [REDACTED] or any of Class Counsel (see below for phone numbers.)

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

SULLIVAN & YAECKEL LAW GROUP, APC
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ATTORNEYS REPRESENTING SOR

Lewis Brisbois Bisgaard & Smith, LLP.
Katherine C. Den Bleykey
Timothy Keegan
633 West 5th St. Suit 4000
Los Angeles, California 90071

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**PLEASE DO NOT CALL THE COURT, SCHOOL OF ROCK, SCHOOL OF
ROCK'S CORPORATE OFFICE AND MANAGERS, OR SCHOOL OF ROCK'S
ATTORNEYS REGARDING THIS SETTLEMENT.**

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

JAMES PACKES, individually, in a Representative capacity, and on behalf of other members of the public similarly situated,

Plaintiff,

vs.

SCHOOL OF ROCK, LLC, a Delaware corporation, SoR SCHOOLS VI, LLC, a Delaware corporation, and Does 1-10, inclusive,

Defendants.

CASE NO.: 30-2021-01217507-CU-OE-CXC
JUDGE: Honorable Randall J. Sherman
DEPARTMENT: CX-105

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *James Packes v. School of Rock, LLC, et al.*, Case No. 30-2021-01217507-CU-OE-CXC (the “Action”).

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) to advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of School of Rock, LLC (“SoR”), indicate that you are a current or former SoR employee who worked in California during the time period of April 1, 2018 to [the date of preliminary approval of the settlement] (the “Class”). As a result, **you are eligible to receive a portion of the settlement amount.** Additionally, if you worked for SoR during the period from August 13, 2020 to [the date of preliminary approval of the settlement] you qualify as a PAGA Class Member and will be entitled to an additional amount, as set forth below.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the Settlement will **not** affect your employment with SoR in any way whatsoever.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

In August 2021, a SoR employee in California filed a lawsuit in which he alleged violations of California wage-and-hour laws on a representative basis as to all of SoR's current and former employees in California, seeking civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* “PAGA”) for the following alleged violations: (1) meal and rest period violations; (2) minimum wage violations; overtime violations; (4) wage statement violations; (5) failure to reimburse; and (6) failure to pay wages upon separation. The individual who is suing Capella is referred to in this document as “Plaintiff.” Plaintiff’s attorneys, Sullivan & Yaeckel Law Group, APC, have been litigating the Action in State Court prior to this settlement.

As part of the settlement, SoR has also agreed to allow Plaintiff to add claims to the Action on behalf of a Class of California employees since April 1, 2018 for the alleged substantive legal violations stated above.

SoR claims that the members of the Class have been paid all monies that were due to them, maintains that it has complied with California's wage-and-hour laws, and denies all wrongdoing.

The Court has not ruled on whether Plaintiff's allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and SoR have negotiated a settlement whereby SoR has agreed to pay **\$240,000.00** to resolve the matter. As a Class Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by SoR of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All persons who were employed by and worked for SoR in California at any time during the time period of April 1, 2018 to [the date of preliminary approval of the settlement] (the "Class Period").

Additionally, all persons who were employed by and worked for SoR in California at any time during the time period from August 13, 2020, to [the date of preliminary approval of the settlement] are "PAGA Class Members."

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. SoR will pay **Two Hundred Forty Thousand Dollars** (\$240,000.00) to settle the claims of all Class Members.

B. A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay from the \$240,000.00: (1) Plaintiff's counsel's attorneys' fees, up to one-third of the settlement value (or \$80,000.00); (2) Plaintiff's costs of litigation, up to the amount of \$10,000.00; (3) The expenses of administering the settlement, up to the amount of \$3,000.00; (4) An enhancement award of up to \$5,000.00 for Plaintiff's role in pursuing the litigation; and (5) A payment of \$18,000.00 to the California Labor & Workforce Development Agency, representing 75% of the \$24,000.00 allocated to the settlement of Plaintiff's claim for civil penalties under PAGA. The remainder of the \$240,000.00 will be paid to the Class Members in settlement of their individual claims (the "Class Payment"). Please Note: separate and aside from the \$240,000.00 total settlement that will be paid to settle the claims of all Class Members, an additional \$240,000.00 by SoR to Plaintiff in exchange for a complete release of all of Plaintiff's individual claims.

C. The Class Payment will be divided among all Class Members based on the estimated number of weeks worked for SoR in California by each Class Member. That is, the Class Payment will be divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a "Weekly Settlement Value." A "qualified week" is any week in which a Class Member was employed by and worked for SoR in California during the Class Period. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for SoR during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

D. According to SoR's records, you worked for SoR in the State of California for approximately [INSERT NUMBER OF WEEKS] weeks during the Class Period, which runs from April 1, 2018 through [the date of preliminary approval of the settlement].

The estimated value of each workweek for purposes of calculating Settlement Payments to all Class Members is approximately: <<AMOUNT>>. Your settlement amount will be calculated by multiplying this amount by your number of weeks you worked for SoR during the Class Period. Your estimated settlement amount is <<AMOUNT>>. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

[If applicable] According to SoR's records, you worked for SoR in the State of California for approximately [INSERT NUMBER OF WEEKS] weeks during the PAGA Class Period, which runs from April 1, 2018 through [the date of preliminary approval of the settlement]. Based on this your estimated share of the payment as a PAGA Class Member is <<AMOUNT>>.

Your portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Claims Administrator via U.S. Mail, at [REDACTED]. Please be advised that the information listed above is presumed to be correct unless you prove otherwise. All Work Week disputes will be resolved and decided by the Settlement Administrator. If the dispute cannot be settled by the parties and the Administrator, the Court will have the power to render a decision on all Work Week disputes which will be final and non-appealable.

E. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release SoR and their past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and each of their past, present, and future shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, priviesthat from all claims that were or could have been asserted based on the factual allegations in the Operative Complaint or based on any facts discovered in the course of the Action, including (without limitation), claims for failure to failure to pay minimum or overtime wages, failure to provide meal and rest periods or to pay meal and rest period premiums, failure to indemnify necessary business expenses, failure to pay all wages due to discharged or quitting employees, failure to reimburse necessary business expenses, failure to provide accurate itemized wage statements; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, , 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated thereunder, California Business and Professions Code section 17200, et seq., and the federal Fair Labor Standards Act ("FLSA," 29 U.S.C. § 201 et seq.); and claims for injunctive relief, punitive damages, penalties of any nature (including PAGA civil penalties and statutory penalties), interest, fees, and costs). for the time period from April 1, 2018 up to and including the last date of the Class Period. You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

F. Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of the Class under such procedures specified herein. Any such persons who opt-out of the Class ("Opt-Outs") will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under PAGA. Even if a PAGA Class Member opts-out, they will still receive an Individual PAGA Payment. You will be bound by the PAGA portion of the release whether or not you cash the check for your portion of the PAGA penalties before it becomes void. Class Members who opt- out will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

V. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the \$240,000.00 settlement and be bound by the release of all claims described above.*** Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void; *or*

B. ***You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement.*** If you choose to be excluded, by no later than _____ (45 calendar days after mailing of this Notice), you must send a written request for exclusion, by mail, to the claims administrator, _____, located at _____. In order to be considered valid, your request for exclusion ***must*** include your name, your address, a request for exclusion, and your signature. However, as noted above you cannot exclude yourself from the Settlement if you are a PAGA Class Member. PAGA Class Members who exclude themselves will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

C. ***You may object to the settlement.*** The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the settlement and will issue you a check.

B. Thirty-three percent (33%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining sixty-seven percent (67%). You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on _____, 2022, at _____ a.m., in Department CX-105 of the Orange County Superior Court, located at the Central Justice Center, 700 Civic Center Drive West, Santa Ana, California 92701, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan Law Group, APC (contact information below), counsel for Plaintiff and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Procedures for making remote appearances at the hearing are allowed, but are subject to change. However, those procedures are posted on the Court's website at <https://www.occourts.org/media-relations/remotehearings.html>. You should check the Court website for up to date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *James Packes v. School of Rock, LLC, et al.*, Case No. 30-2021-

01217507-CU-OE-CXC. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your SoR employee ID number, your address, the specific reasons you object to the terms of the Settlement, and your signature. Mail the objection to the Settlement Administrator address at [REDACTED] or fax to [REDACTED] on or before [REDACTED], 2022 (45 calendar days after mailing of this Notice). A written objection is optional. You may also appear the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 30-2021-01217507-CU-OE-CXC. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the Orange County Superior Court, located at Complex Justice Center, 751 West Santa Ana Blvd., Santa Ana, California 92701. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, <https://www.occourts.org>, through the link on the home page to "Online Case Access."

If you have any questions, you can call the Claims Administrator at [REDACTED] or any of Class Counsel (see below for phone numbers.)

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

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William B. Sullivan [helen@sullivanlawgroupapc.com]
Eric K. Yaeckel [yaeckel@sullivanlawgroupapc.com]
Ryan T. Kuhn [ryan@sullivanlawgroupapc.com]
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ATTORNEYS REPRESENTING SOR

Lewis Brisbois Bisgaard & Smith, LLP.
Katherine C. Den Bleykey
Timothy Keegan
633 West 5th St. Suit 4000
Los Angeles, California 90071

**PLEASE DO NOT CALL THE COURT, SCHOOL OF ROCK, SCHOOL OF
ROCK'S CORPORATE OFFICE AND MANAGERS, OR SCHOOL OF ROCK'S
ATTORNEYS REGARDING THIS SETTLEMENT.**

EXHIBIT D

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

[CLAIMS ADMINISTRATOR CONTACT INFORMATION]

[COMPLETE THIS FORM ONLY IF YOU CHOOSE TO
NOT PARTICIPATE IN THIS SETTLEMENT]

In The Matter of
James Packes v. School of Rock, LLC
Orange County Superior Court, Case No. 30-2021-01217507-CU-OE-CXC

Please fill in the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
FORMER NAMES (if any): _____
SOCIAL SECURITY NUMBER: _____
TELEPHONE NUMBER: _____

INSTRUCTIONS

If you do not want to participate in this Class Action and the Settlement described in the accompanying *Notice of Class Action Settlement*, you may exclude yourself from the Settlement,. A request for exclusion is also referred to as an “opt-out.” If you opt out of this Class Action and the Settlement, (a) you will not receive any money to which you may otherwise have been entitled under the Settlement, (b) you will not be bound by the terms of the Settlement, and (c) you will have no right to object to the Settlement and be heard at the fairness hearing. However, if you are a PAGA Class Member you will still be bound by the release of the PAGA Claims, as set forth in the Class Notice.

To opt out, you must sign and return this Request for Exclusion Form to the Claims Administrator at **the address listed above. To be** timely, your Request for Exclusion Form must be postmarked **no later than [45 days from date of mailing], 2022.** Do not use a postage meter because that may not result in a postmark appearing on the envelope containing your Request for Exclusion Form.

OPT OUT SIGNATURE

By signing this Request for Exclusion Form, I hereby opt out of this Class Action and the Settlement. By signing this Request for Exclusion Form, I understand that I will not receive any money to which I may otherwise have been entitled under the Settlement, and I will have no right to object to the Settlement and be heard at the fairness hearing.

I declare under penalty of perjury that the forgoing is true and correct.

Signed: _____ Date: _____
Print Name: _____

Questions? Call the Settlement Administrator Toll-Free: (800) _____

EXHIBIT E

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

[CLAIMS ADMINISTRATOR CONTACT INFORMATION]

[COMPLETE THIS FORM ONLY IF YOU CHOOSE TO
NOT PARTICIPATE IN THIS SETTLEMENT]

In The Matter of
James Packes v. School of Rock, LLC
Orange County Superior Court, Case No. 30-2021-01217507-CU-OE-CXC

Please fill in the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
FORMER NAMES (if any): _____
SOCIAL SECURITY NUMBER: _____
TELEPHONE NUMBER: _____

INSTRUCTIONS

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OPT OUT SIGNATURE

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I declare under penalty of perjury that the forgoing is true and correct.

Signed: _____ Date: _____
Print Name: _____

Questions? Call the Settlement Administrator Toll-Free: (800) _____

EXHIBIT F

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement and Release Agreement (“Agreement”) is made and entered into between JAMES PACKES (“Plaintiff”), and Defendant SOR Schools VI, LLC (“Defendant”). Plaintiff and Defendant are referred to collectively in this Agreement as “the Parties.”

RECITALS

1. On August 31, 2021, Plaintiff filed an action *James Packes v. School of Rock LLC*, Orange County Superior Court Case No. 30-2021-01218868-CU-OE-CXC. In his Complaint, Plaintiff sued in a representative capacity only seeking civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”). Plaintiff alleged the following causes of action: (i) meal and rest period violations, (ii) minimum wage violations, (iii) overtime violations, wage statement violations, (iv) failure to reimburse, and (v) failure to pay wages upon termination (the “PAGA Complaint”).

2. On October 18, 2021, Defendant filed an Answer to the Complaint, in which it generally denied Plaintiff’s allegations and asserted several affirmative defenses.

3. The Parties determined that it is in their mutual best interests to resolve with finality all disputes and claims between them, including, but not limited to, any claims, counterclaims and appeals the Parties may have against one another, including without limitation those alleged in the Complaint. Accordingly, on March 3, 2022, the Parties participated in a mediation before mediator Mike Young, Esq. During the mediation, Plaintiff raised the potential for a separate action against Defendant based on his own individual claims. With the assistance of Mr. Young, the Parties agree to settle the claims in the PAGA Complaint, as well as all of Plaintiff’s potential individual claims against Defendant.

4. The Parties’ settlement of the PAGA Complaint is documented in a separate written agreement (“the PAGA Agreement”), which is incorporated herein by reference. The purpose of this Agreement is to settle Plaintiff’s potential individual claims against Defendant.

AGREEMENT

In consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree, covenant and represent as follows:

A. THE PARTIES’ RESPONSIBILITIES

1. In consideration for the release provided herein, Defendant shall pay to Plaintiff a gross sum total of Ten Thousand Dollars (\$10,000.00) (the “Settlement Amount”) which shall be apportioned as follows:

- \$2,500.00, minus applicable deductions and withholdings, for lost wages by check made payable to Plaintiff.

- \$7,500 for penalties and interest by check made payable to Plaintiff. Defendant's receipt of an IRS Form W-9 completed and executed by Plaintiff is a condition precedent to this payment.

2. The Parties agree that if the Court does not approve the Parties' separate PAGA Agreement, the Settlement Amount to be paid by Defendant pursuant to this Agreement shall be reduced, and the payment to be made by Defendant pursuant to the PAGA Agreement amount increased accordingly to such a limit that the Court approves the PAGA Agreement. In no case will the total settlement of the PAGA Agreement and this Settlement Agreement exceed a total of \$250,000.00

3. The Total Settlement Amount is comprised of the Settlement Amount in paragraph A.1 of this Agreement and the Maximum Settlement Amount as that term is defined in the PAGA Settlement as outlined in Paragraph 2 of the PAGA Agreement, a copy of which is attached hereto as "Attachment A." Within thirty (30) calendar days of the Effective Date, Defendant shall pay the entire Settlement Amount owed under this Agreement by sending the Settlement Amount to counsel for Plaintiff via overnight mail.

4. Plaintiff agrees that any and all payment obligations or other liability that Defendant may have to him for all damages, expenses, interest, liquidated damages, penalties, statutory attorneys' fees, expenses, and all other obligations, arising or accruing prior to and through the Effective Date of this Agreement, shall be deemed completely satisfied by payment of the Settlement Amount.

5. Plaintiff agrees to indemnify and hold Defendant and the Releasees harmless for the amount of any taxes, penalties or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority's determination that Defendant or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or his counsel of record pursuant to Section A.1 of this Settlement Agreement. Plaintiff agree that he shall indemnify the Released Parties for the full amount of such liability within thirty days after receipt of notice from Defendant or any of the other Releasees of the assessment of such taxes, penalties or interest.

6. Defendant represents that its business is solvent, and Defendant is able to pay the Settlement Amount within the time frame set forth herein. Specifically, Defendant has reviewed its financial status in contemplation of this Settlement Agreement and Defendant has determined it is able to comply with the Settlement Installment Payment Plan. Defendant agrees that the failure to review its financial status before entering this Settlement Agreement shall be deemed an intentional misrepresentation. Defendant further affirms that it has not consulted or retained bankruptcy counsel or has contemplated a bankruptcy filing as of the date of this Settlement.

B. GENERAL RELEASE OF ALL CLAIMS BY PLAINTIFF

1. In exchange for the Settlement Amount, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Plaintiff, for himself

and his heirs, assigns, executors, administrators, agents and successors, past and present (collectively, the “Affiliates”), hereby fully, and without limitation, release, covenants not to sue and forever discharges Defendant, its owners, subsidiaries, parent companies, divisions, affiliated corporations, affiliated partnerships, owners, trustees, directors, officers, shareholders, partners, agents, employees, consultants, insurance carriers, attorneys, assigns, administrators, heirs, predecessors, and successors, past and present (collectively the “Releasees”), both individually and collectively, from any and all rights, claims, demands, liabilities, actions and causes of action whether in law or in equity, suits, damages, losses, attorneys’ fees, costs, and expenses, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected (collectively, the “Claims”), that Plaintiff or the Affiliates now have, or may ever have, against any of the Releasees for any acts or omissions by Defendant or any of the other Releasees occurring on or before the Effective Date of this Agreement. Notwithstanding the foregoing, the Parties specifically exclude from this release any claims that cannot be waived as a matter of law.

2. Without limiting the generality of the foregoing, Plaintiff understands and agrees that the Release provisions of this Section B apply to any Claims that he or the Affiliates now have, or may ever have, against the Releasees occurring prior to the Effective Date of this Agreement that arise out of or are in any manner related to: (i) his working relationship with Defendant or any of the other Releasees; (ii) the termination of his working relationship with Defendant or any of the other Releasees; and (iii) any Claims that Plaintiff may have against the Releasees.

3. Without limiting the generality of the foregoing, Plaintiff specifically and expressly releases any Claims against the Releasees occurring prior to the Effective Date of this Agreement arising out of or related to violations of any federal or state employment discrimination laws, including the California Fair Employment and Housing Act; the Age Discrimination In Employment Act; Title VII of the Civil Rights Act of 1964; the Americans With Disabilities Act; the National Labor Relations Act; the Equal Pay Act; the Employee Retirement Income Security Act of 1974; as well as Claims arising out of or related to violations of the provisions of the California Labor Code; the California Government Code; the California Business & Professions Code, including Business & Professions Code Section 17200, *et seq.*; state and federal wage and hour laws, including the federal Fair Labor Standards Act; breach of contract; fraud; misrepresentation; common counts; unfair competition; unfair business practices; negligence; defamation; infliction of emotional distress; invasion of privacy; assault; battery; false imprisonment; wrongful termination; sexual harassment; and any other state or federal law, rule, or regulation.

4. Plaintiff represents and warrants that he is not aware of any lien against Defendant’s payment of the Settlement Amount to him. Plaintiff agrees to defend, indemnify and hold harmless Defendant and the other Releasees from any liability, claims, demands, damages, expenses, and attorneys’ fees incurred in connection with any dispute related to or arising from any lien against the Settlement Amount. This Agreement may be pleaded as a defense, cross-complaint, counter-suit, cross-claim, or third party complaint in any action involving Defendant or any of the other Releasees. This indemnity provision does not require any payment by the indemnitee as a condition precedent to recovery by the indemnitee hereunder.

C. THIS RELEASE APPLIES TO KNOWN AND UNKNOWN CLAIMS

Plaintiff and the Affiliates acknowledge that they are aware of and familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff and the Affiliates hereby waive and relinquish all rights and benefits that they have under Section 1542 of the California Civil Code, or the law of any other country, territory, state or jurisdiction, or common law principle, to the same or similar effect.

D. NON-ADMISSION OF LIABILITY

The Parties understand and agree that neither the payment of any money nor the execution of this Agreement shall be construed as an admission of any liability by Defendant and that Defendant maintains that it did nothing wrong and that it properly classified Plaintiff as an independent contractor.

E. NO CHARGES OR COMPLAINTS

Other than the PAGA Complaint, Plaintiff represents that he has not filed any other complaints or charges against Defendant or any of the other Releasees with any local, state or federal agency or court, and that if any such agency or court assumes jurisdiction of any complaint, claim or charge against Defendant or any other Releasee on behalf of Plaintiff, he waives any damages or other relief from the matter to the maximum extent permitted by law.

F. CONFIRMATION OF PAYMENT OF WAGES AND EXPENSES

Plaintiff understands that the release provisions of Sections B and C of this Agreement release and discharge Defendant from any and all claims that he may have against him for unpaid wages and other compensation, expenses and losses, including, but not limited to, any claims for unpaid wages, salary, bonuses, vacation pay, fringe benefits, severance pay, or any other form of compensation. To the extent Plaintiff may be entitled to indemnification under Labor Code § 2802 for necessary expenses or losses incurred after his effective termination date, nothing in this Agreement is intended to waive such rights.

G. TERMINATION OF SETTLEMENT AGREEMENT

If the Court does not approve the PAGA Agreement, or if the Court does not enter judgment as provided for in the PAGA Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the PAGA Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate this Agreement, in which case this Agreement shall have no force or effect, and the

Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Agreement.

H. NON-INVOLVEMENT

Plaintiff agrees, covenants, and represents that he shall not voluntarily aid, assist, cooperate with or encourage anyone in connection with the pursuit of any claim or dispute against Defendant or any of the Releasees, unless properly compelled by deposition or other legal process. Plaintiff further agree not to voluntarily involve himself or participate in any action in which Defendant or any of the Releasees is a party without first obtaining the advance written permission of Defendant. Plaintiff further agrees, covenants, and represents that he shall provide advance written notice to Defendant in the event that he is subpoenaed to testify, or provide documents at deposition or at trial, relating to (i) any actual, possible, or perceived violation by Defendant or any other Releasee of any federal, state, local, or administrative law, rule, or regulation; (ii) the negotiations relating to and the terms of, this Agreement; and (iii) any acts or omissions by Defendant or any of the other Releasees occurring prior to the Effective Date of this Agreement. This Section is intended to preclude the voluntary aid or involvement as described above, and nothing in this Section is intended to interfere with any protected right to file charges, testify, assist or participate in any manner in an EEOC investigation, hearing, or proceeding, and nothing in this Section is intended to influence the substance of any aid or involvement which is properly compelled by legal process. Plaintiff agrees that each violation of this Non-Involvement clause will subject him to liquidated damages of \$1,000 per violation.

I. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, assigns, executors, administrators, successors, subsidiaries, divisions and affiliated corporations and partnerships, past and present, and trustees, directors, officers, shareholders, partners, agents and employees, past and present, of the Parties.

J. NOTICE

Unless otherwise provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or delivered to any party to this Agreement shall be in writing and shall be deemed duly served, delivered, and received when personally delivered to the party to whom it is directed, or in lieu thereof, when three business days have elapsed following deposit in the United States mail, certified or registered mail, return receipt requested, first-class postage prepaid, addressed as follows:

TO PLAINTIFF:

Eric Yaeckel, Esq.

Ryan Kuhn, Esq.

SULLIVAN & YAECKEL LAW GROUP, APC

2330 Third Ave.

San Diego, CA 92101

Telephone: (619) 702-6760

Fax: (619) 702-6761

TO DEFENDANT:

Tim Keegan, Esq.

LEWIS BRISBOIS

650 Town Center Drive, Suite 1400

Costa mesa, CA 92626

Telephone: (714) 966-3169

Facsimile: (714) 850-1030

A party may change such address for the purpose of this paragraph by giving timely written notice of such change to the other party in the manner provided in this paragraph. Facsimile transmission shall constitute personal delivery.

K. CONFIDENTIALITY & NON-DISPARAGEMENT

1. Plaintiff agrees that he will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Settlement Agreement, the contents of this Settlement Agreement or of the negotiations leading up to it, or of the basis for any claims or allegations which were or could have been made against the Released Parties which concern and are within the scope of this Settlement Agreement (hereafter collectively referred to as "Confidential Information") to any person, firm, organization or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Defendant unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section L create no liability for disclosures made: (i) prior to their execution of this Settlement Agreement; (ii) by persons from public information released prior to their execution of this Settlement Agreement; (iii) to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law. Plaintiff further acknowledges and agree that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

2. The foregoing notwithstanding, Plaintiff acknowledges the confidentiality provisions of this Section L constitute a material inducement to Defendant to enter into this Settlement Agreement and represent that Defendant has not directly or indirectly disclosed any Confidential Information to any third party prior to Plaintiff's execution of this Settlement Agreement.

3. Notwithstanding the foregoing, Plaintiff is permitted to disclose Confidential Information to his spouse, and tax advisors and attorneys with whom Plaintiff chooses to consult regarding his consideration of this Settlement Agreement. However, each such person to whom Plaintiff disclose Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed shall constitute a breach by Plaintiff of Section L.1 above. Plaintiff also is permitted to disclose Confidential Information to any federal, state or local government agency. In response to inquiries from third parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Plaintiff and his counsel only will state that the dispute has been resolved and that they cannot talk about it.

4. Plaintiff agrees that he will not criticize, disparage, defame, or in any way comment negatively to anyone about Defendant, or knowingly do or say anything that could harm the interests or reputation of Defendant.

5. Plaintiff agrees that in the event that he breaches any of the provisions of this Section L, it would be impractical or extremely difficult to fix actual damages. Therefore, Plaintiff agrees that in the event of such a breach, he shall pay as liquidated damages, and not as penalty, the sum of ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00), per proven breach which represents reasonable compensation to Defendant for the loss incurred because of such a breach. In any action to enforce this Section, Defendant shall be awarded reasonable attorneys' fees and costs.

L. AMBIGUITIES

This Agreement has been reviewed by the Parties and their respective counsel. Further, the Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive any common-law or statutory rule of construction that ambiguities should be construed against the party who drafted this Agreement; and the Parties agree, covenant and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

M. CHOICE OF LAW

This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced pursuant to the laws of the State of California, without regard to or application of any of California's conflict of laws rules.

N. INTEGRATION

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties. There is no other agreement, written or oral, express or implied, between the Parties with respect to the subject matter hereof, except this Agreement.

O. MODIFICATION OR AMENDMENT

This Agreement cannot be orally modified or amended. This Agreement may be modified or amended only by a written agreement signed by all Parties.

P. SEVERABILITY

The Parties agree, covenant and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant and represent that each and every provision of this Agreement shall be considered severable, except for the Release provisions of Sections B, C and D of this Agreement. If a court of competent jurisdiction finds the release provisions of Sections B, C and D of this Agreement to be unenforceable or invalid, then this Agreement shall become null and void, and Plaintiff shall repay all settlement payments made by Defendant pursuant to this Agreement within a reasonable period of time not to exceed 15 business

days. If a court of competent jurisdiction finds any provision or part thereof, other than the release provisions of Sections B, C and D, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect and enforceable.

Q. WAIVER

Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

R. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties. Authentic facsimile signatures shall be deemed to be original signatures for all purposes.

S. CAPTIONS

The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

T. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the PAGA Agreement is approved by the Court.

U. MISCELLANEOUS PROVISIONS

1. The Parties represent that they have read this Agreement and fully understand all of its terms; that they have conferred to the extent desired with their attorneys, or have knowingly and voluntarily chosen not to confer with their attorneys, about this Agreement; that they have executed this Agreement without coercion or duress of any kind; and that they understand any rights that they have or may have and sign this Agreement with full knowledge of any such rights.

2. The Parties warrant that each has the full power, capacity and authority to enter into this Agreement and to bind all persons and entities claiming through them.

3. The Parties acknowledge that, other than as expressly set forth in this Agreement, no representations, statements or promises made by the other party, or by their respective agents or attorneys, have been relied on in entering into this Agreement.

4. Each party understands that the facts with respect to which this Agreement is entered into may be materially different from those the Parties now believe to be true. Each party accepts and assumes this risk and agrees that this Agreement and the releases in it shall remain in full force and effect, and shall be legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts.

5. Without in any way limiting the generality of the foregoing, in the event that any action, suit, or other proceeding is instituted to enforce or interpret this Agreement, or to remedy, prevent or obtain relief from a breach of this Agreement, the prevailing party shall recover all of such party's costs and fees (including but not limited to attorneys' fees) incurred in each and every such action, suit, or other proceeding.

6. The court shall retain jurisdiction over the parties to enforce the terms of this settlement agreement pursuant to California Code of Civil Procedure Section 664.6.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO THE PROVISIONS CONTAINED HEREIN, AND HEREBY EXECUTE IT, KNOWINGLY AND VOLUNTARILY, AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

[SIGNATURES ON FOLLOWING PAGE]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates stated below.

Dated: June ___, 2022

JAMES PACKES

Dated: June ___, 2022

7/6/2022

SOR SCHOOLS VI, LLC

DocuSigned by:

John Cappadona

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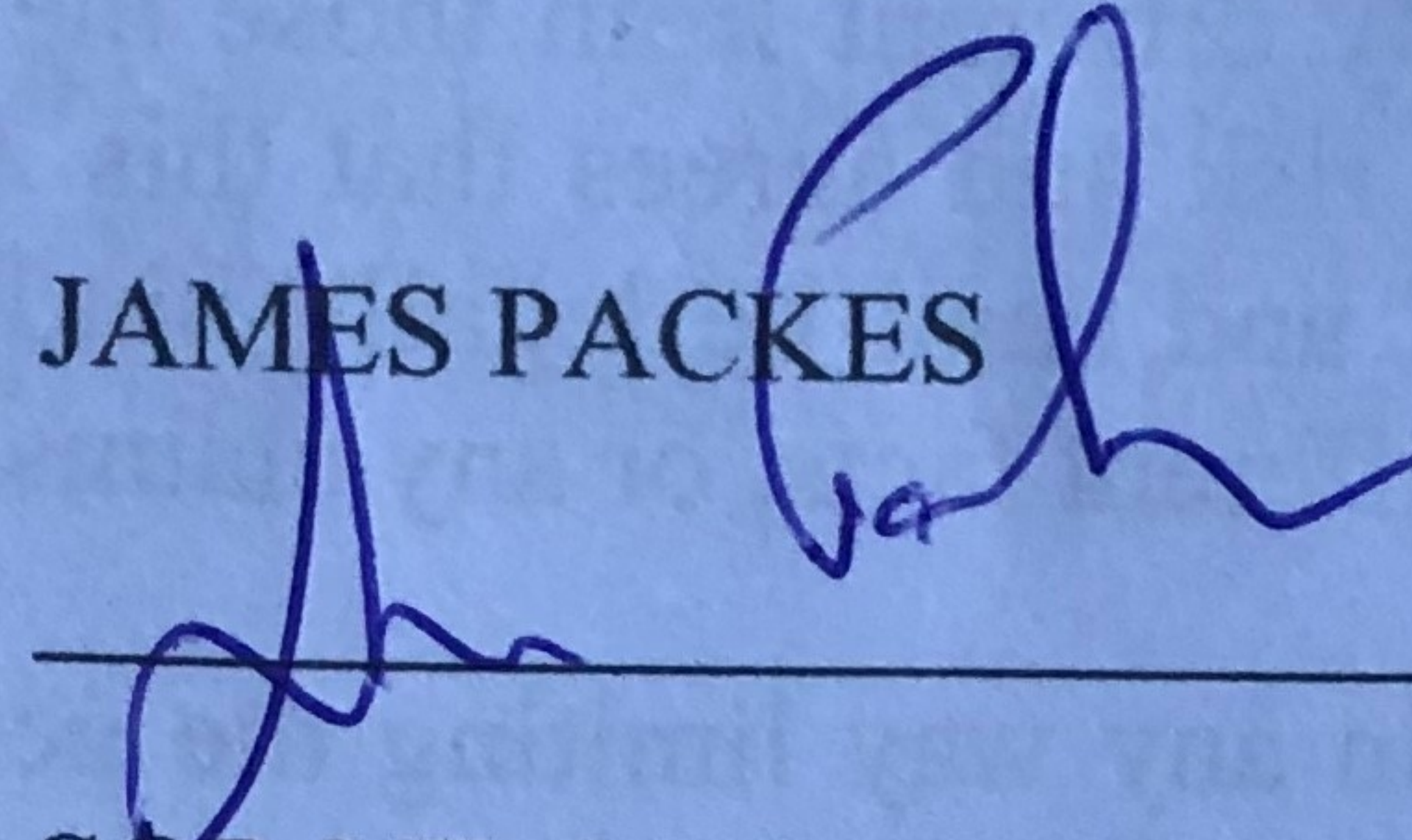
By: John Cappadona

Title: CFO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates stated below.

Dated: June 28, 2022

JAMES PACKES



Dated: June __, 2022

SOR VII, LLC

By: _____

Title: _____