

form of programmatic reforms. In response, Defendants filed another round of demurrers and motions to strike.

On August 16, 2021, in the midst of PI discovery, the Court sustained Defendants' second round of demurrers, granted LAUSD's motion to strike, and eventually dismissed Plaintiffs' action with prejudice. Plaintiffs appealed.

On September 19, 2023, the Court of Appeal reversed the Court's order in a published decision. See *Shaw v. LAUSD*, 95 Cal. App. 5th 740 (2023). The Court of Appeal concluded that Plaintiffs had adequately alleged constitutional claims for Intradistrict and Interdistrict Discrimination and reinstated Plaintiffs' class-wide prayer for remedial injunctive relief. *Id.* at 765–77.

On January 12, 2024, after the Supreme Court of California denied Defendants' petition for review, the Court of Appeal remitted the case to this Court. While discovery was stayed pending a status conference, the parties attempted to resolve the dispute through a mediation before the Honorable Carl F. Hoffman (ret.). The parties were unable to reach a settlement during that mediation, but continued to engage in settlement talks.

The Court lifted the discovery stay on May 31, 2024. Thereafter, the parties engaged in thirteen months of merits discovery, participated in several informal discovery conferences with the Court, and filed numerous motions and other briefs to address myriad discovery disputes. The parties also engaged in Class List discovery and retained Simpluris, Inc. as the administrator of the Belaire notice to 400 randomly selected putative class members. In total, LAUSD and UTLA produced roughly 20,000 documents across both PI and merits discovery. Plaintiffs also deposed over a dozen key witnesses from LAUSD and UTLA, across both PI and merits discovery, including former employees. Prior to reaching the Settlement Agreement, the parties expected to file further discovery motions to resolve additional pending discovery disputes.

While merits discovery was ongoing, the parties continued to engage in settlement discussions that began at the May 2024 mediation. On August 8, 2025, the parties agreed to settle the case and signed an agreement to memorialize the terms of settlement.

A fully executed copy of the Short Form Agreement was filed with the Court on September 3, 2025 attached to the Declaration of Edward Hillenbrand ("Hillenbrand Decl.") ISO Preliminary Approval, as Exhibit 1. The parties decided to file the August 8, 2025 Short Form Agreement as the Settlement Agreement and to separately stipulate to the notice plan and procedures in the Proposed Preliminary Approval Order, rather than sign a long form agreement.

The Court continued preliminary approval on October 7, 2025 for Counsel to provide supplemental briefing, which Counsel provided on October 21, 2025. An amended Order and Notice were filed attached to the Supplemental Declaration of Edward Hillenbrand ("Hillenbrand Supp. Decl.") ISO Preliminary Approval.

Preliminary Approval was granted on November 4, 2025. Notice was given to the Class Members as ordered. (See Declaration of Arron Weisel ("Weisel Decl.").)

Now before the Court is the motion for final approval of the settlement agreement.

CLASS DEFINITION AND ESSENTIAL TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- Settlement Class Members Definition. The parents and/or guardians of all grade K–12 students who were enrolled with LAUSD during the 2019–20 and/or 2020–21 school years, and who are currently enrolled with LAUSD. (¶B)
 - Settlement Enforcement Period: LAUSD will begin implementing the below Remedial Measures as of the Effective Date and will implement them continuously through the end of Summer School 2028, as applicable and provided herein (the “Settlement Enforcement Period”). (¶C)
 - The Class List contained data for 159,596 individuals. (Weisel Decl., ¶5.)
- **Remedial Measures to be Implemented:** LAUSD will implement the following Remedial Measures during the Settlement Enforcement Period. In the avoidance of doubt, to the extent the Remedial Measures listed below concern services provided to students, those measures only apply to the grade K–12 students who were enrolled with LAUSD during the 2019–20 and/or 2020–21 school years, and who are currently enrolled with LAUSD (the “Settlement Class Students”): Academic Supports; Tutoring Services; Numeracy and Literacy Support; Tutoring and Intervention Participation Reporting; Mandatory Assessments and Reporting; Teacher Training; Family and Student Outreach. (See generally ¶E, pp. 2-8.)
 - **Compliance Monitoring/Enforcement:** Plaintiffs and Class Counsel will monitor LAUSD’s compliance throughout the Enforcement Period and file with the Court any necessary motions to enforce. (*See generally* Supp. Brief ISO Preliminary Approval. at pp. 1-3.)
- **Attorneys’ Fees and Costs.** Each Party shall bear its/his/her/their own attorneys’ fees and costs incurred in the Action and in this settlement. No Party shall be considered a prevailing party. Plaintiffs’ agreement to waive their request for attorneys’ fees in the Action is subject to (1) LAUSD beginning to implement the Remedial Programs on the Effective Date, and (2) the LAUSD Board approving the Settlement Agreement. (¶T)
- Up to **\$172,941** for settlement administration costs (Declaration of Michael Bui (Bui Decl.), attached to the Hillenbrand Decl. ISO Preliminary Approval at Ex. 16). No Class Member will incur any costs as a result of the Settlement. LAUSD and Class Counsel are bearing all costs associated with the Settlement (approximately \$175,000 in administrative costs paid to the Settlement Administrator, Simpluris, for administering the Class Notice process). (Supp. Brief, 3:3-19.)
- **Scope of the release:** Release of Defendants by Plaintiffs and the Settlement Class Members. Upon final judicial approval of the Settlement Agreement, Plaintiffs and all Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents in their capacities as such, will release Defendants and their releasees (to be defined in the Settlement Agreement to include their current and former employers, officers, directors, employees, agents, servants, representatives, affiliates, successors, predecessors, assigns, assignees, advisors, auditors, attorneys, underwriters, and insurers) of all claims and causes of action of every nature and description whatsoever in law, equity, or otherwise, rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, and issues, whether known claims or unknown claims, whether arising under federal, state, local, statutory, common or foreign law,

whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, direct or indirect, that Plaintiffs or the Settlement Class Members asserted in the operative Complaint, or could have been asserted in any forum that arise out of, relate to, or are based upon (i) the April 2020 Side-letter Agreement Between LAUSD and UTLA (the “April Side Letter”), the August 2020 Distance Learning Side-letter Between LAUSD and UTLA (the “August 2020 Side Letter”), and the December 2020 Spring 2021 Second Semester Enhanced Distance Learning Side-letter Between LAUSD and UTLA (the “December Side Letter”) (collectively, the “Side Letters”), (ii) the educational program offered by LAUSD during distance learning over the course of 2020–21 and 2021–22 COVID-19 pandemic school closures, and/or (iii) the adequacy of measures LAUSD has taken since 2020–21 and 2021–22 COVID-19 school closures to address alleged inadequacies in its distance learning educational program. Plaintiffs agree that as of the time of the execution of this SFA, they are not aware of any current, pending, or potential claims or cross-claims against Defendants that are not being resolved or released of by way of this SFA. (¶F)

- Named Plaintiffs and Defendants will also provide a general release and CC § 1542 waiver. (¶H)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

The Court preliminarily found in its Order on November 4, 2025 that the presumption of fairness should be applied. No facts have come to the Court’s attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

B. Is the settlement fair, adequate, and reasonable?

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class.

Reaction of the class members to the proposed settlement.

Number of class members: 159,596 Class members. (Weisel Decl., ¶15.)

Number of notice packets mailed: 159,596 (*Id.* at ¶¶7,11.)

Number of undeliverable notices: 2,963 (*Id.* at ¶18.)

Number of objections: 0 (*Id.* at ¶19.)

Number of opt-outs: 6 (*Id.* at ¶18.)

Number of participating class members: 159,590 (*Id.* at ¶¶15,18.)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

C. Claims Administration Costs

Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are estimated to be **\$225,199**. (Weisel Decl., ¶21.)

Up to **\$172,941** for settlement administration costs was estimated at the time of preliminary approval. (Declaration of Michael Bui (Bui Decl.), attached to the Hillenbrand Decl. ISO Preliminary Approval at Ex. 16).

No Class Member will incur any costs as a result of the Settlement. LAUSD and Class Counsel are bearing all costs associated with the Settlement (approximately \$175,000 in administrative costs paid to the Settlement Administrator, Simpluris, for administering the Class Notice process). (Supp. Brief ISO Preliminary Approval, 3:3-19.)

LAUSD agreed to contribute up to \$108,632.50 to administer the Class Notice, and Class Counsel is solely responsible for any costs in excess. (Supp. Brief ISO Preliminary Approval, 3:9-10; Settlement Agreement, ¶J.)

D. Attorney Fees and Costs

Each Party shall bear its/his/her/their own attorneys' fees and costs incurred in the Action and in this settlement. No Party shall be considered a prevailing party. Plaintiffs' agreement to waive their request for attorneys' fees in the Action is subject to (1) LAUSD beginning to implement the Remedial Programs on the Effective Date, and (2) the LAUSD Board approving the Settlement Agreement. (Settlement Agreement, ¶I)

E. Incentive Award to Class Representative

Not applicable.

CONCLUSION AND ORDER

The Parties' Motion for Final Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The Court will sign the AMENDED [PROPOSED] ORDER AND FINAL JUDGMENT that Plaintiff electronically lodged on 1/12/26.

Within 10 days of this order, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement).

THE COURT'S JUDICIAL ASSISTANT IS TO GIVE NOTICE TO THE MOVING PARTY (PLAINTIFF). THE MOVING PARTY IS TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: February 18, 2026



A handwritten signature in cursive script that reads "Elaine Lu".

Elaine Lu / Judge
ELAINE LU
Judge of the Superior Court