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9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
10 **COUNTY OF VENTURA**
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12 **MICHAEL UGUCCIONI**, individually and
on behalf of all others similarly situated,

13 Plaintiff,

14 vs.

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16 **CALIFORNIA LUTHERAN**
UNIVERSITY, a California Non-Profit
17 Corporation,

18 Defendant.
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Case No. 56-2021-00560166-CU-OE-VTA

**SECOND AMENDMENT TO CLASS
ACTION SETTLEMENT AGREEMENT**

1 On July 27, 2022 Michael Uguccione (“Plaintiff”) and California Lutheran University
2 (“Defendant”) executed a Class Action Settlement Agreement (“Settlement Agreement”) in, *Uguccione v.*
3 *California Lutheran University*, Case No. 56-2021-00560166-CU-OE-VTA. On August 20, 2023, the
4 parties executed an Amendment to the Settlement Agreement.

5 The Parties hereby amend the Settlement Agreement a second time as follows (additions are in
6 bold; deletions are struck through).

7 **Section 15.2 of the Settlement Agreement is amended as follows:**

8 Uncashed Checks: Settlement Checks that are not cashed within ninety days from the date of
9 issuance by the Settlement Administrator will be voided and the funds will be donated and distributed to
10 the ~~Kingsmen Shakespeare Company~~ **Casa Pacifica Centers for Children and Families** as the *cy pres*
11 in accordance with California Code of Civil Procedure § 384. The Parties each represent that they do not
12 have any significant affiliation or involvement with the proposed *cy pres* recipient. Any tax forms issued
13 by the Settlement Administrator to Class Members who do not cash their settlement check in the required
14 period will be withdrawn and voided by the Settlement Administrator.

15 **Section 18.1 of the Settlement Agreement is amended as follows:**

16 Settlement Class Member Release. Upon the Effective Date, in exchange for the consideration set
17 forth herein, Plaintiff and all other Settlement Class Members will release the Released Parties from those
18 claims and causes of action alleged in the Complaint as well as any and all claims and causes of action
19 that could reasonably have been alleged **based on the facts set forth** in the Complaint and arising during
20 the Class Period.

21 **IN WITNESS WHEREOF, this Amendment to the Settlement Agreement has been duly**
22 **executed by and on behalf of the Parties, as follows:**

23 **Plaintiff and Proposed Class Representative**

24 Dated: _____, 2023 By: _____
25 Michael Uguccione

26 **California Lutheran University**

27 Dated: 5/24/2023, 2023 By: Richard Ysasi
28 Name: Richard Ysasi
Title: Interim V.P. of Administration and Finance
On behalf of Defendant

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2 (“Defendant”) executed a Class Action Settlement Agreement (“Settlement Agreement”) in, *Ugucioni v.*
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20 the Class Period.

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22 **executed by and on behalf of the Parties, as follows:**

23 **Plaintiff and Proposed Class Representative**

24 Dated: 5/24/2023, 2023 By: Mike Ugucioni
25 Michael Ugucioni

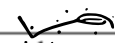
26 **California Lutheran University**

27 Dated: _____, 2023 By: _____
28 Name: Richard Ysasi
Title: Interim V.P. of Administration and Finance
On behalf of Defendant


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APPROVED AS TO FORM:

Counsel for Plaintiff and Proposed Class

Dated: May 25, 2023 By: 
Julian Hammond
Hammond Law, P.C.

Counsel for Defendant

Dated: May 24, 2023 By: 
Natasha Baker
Novus Law Firm