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Attorneys for Plaintiff Bethany A. Butler, on behalf of herself
and similarly-situated and aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

BETHANY A. BUTLER, on behalf of
herself and similarly-situated and aggrieved
employees,

Plaintiff,

v.

POWERSCHOOL GROUP LLC, a
Delaware Limited Liability Company; and
DOES 1 through 10, Inclusive,

Defendants.

Lead Case No. 34-2021-00299363-CU-OE-GDS
ASSIGNED FOR ALL PURPOSES TO:

The Honorable Jill H. Talley
Department 23

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF AMY FRINGER FOR
RUST CONSULTING, INC.**

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Honorable Jill H. Talley

Complaint filed: April 26, 2021

Trial date: Not set

1 I, Amy Fringer, declare as follows:

2 1. I am a Senior Project Manager for Rust Consulting, Inc. ("Rust"). My business
3 address is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is 952-
4 245-2597. I am over twenty-one years of age and am authorized to make this declaration on behalf
5 of Rust and myself.

6 2. Rust has extensive experience in class action matters, having provided services in class
7 action settlements involving antitrust, securities fraud, property damage, employment discrimination,
8 employment wage and hour, product liability, insurance and consumer issues. We have provided
9 notification and/or claims administration services in more than 8,500 cases. Of these, over 4,000
10 were Labor & Employment cases.

11 3. Rust was engaged by Counsel for the Plaintiff and Counsel for the Defendant
12 (collectively the "Parties") to provide notification services in the *Bethany A. Butler v. PowerSchool*
13 *Group LLC* Settlement ("Settlement"). Duties included: a) preparing, printing and mailing of the
14 California Notice of Pending Class Action Settlement ("Class Notice"); b) tracking of exclusions and
15 objections; c) drafting and mailing Settlement Checks; d) arrange for the creation and maintenance
16 of a publicly available website; and e) for such other tasks as the Parties mutually agree or the Court
17 orders Rust to perform.

18 4. Rust obtained a mailing address of Butler v PowerSchool Settlement Administrator,
19 c/o Rust Consulting, Inc. - 8544, P.O. Box 2396, Faribault, Minnesota 55021-9096 to receive
20 exclusions, objections, undeliverable Class Notices and other communications regarding the
21 Settlement.

22 5. Rust obtained a toll-free telephone number of 1-800-351-7156 for Class Members to
23 call with questions regarding the Settlement. The toll-free telephone number was included in the Class
24 Notice.

25 6. Rust obtained a website address of <https://ButlervPowerSchoolSettlement.com> and set
26 up a website for the Settlement. The website included the following documents for viewing,
27 downloading and/or printing: Class Notice, Declaration of Rust Consulting Inc. Regarding Motion
28 for Preliminary Approval, Stipulation of Class Collective and Representative Action Settlement,

1 Order Granting Preliminary Approval, Minute Order, Proposed Order Granting Preliminary
2 Approval, Notice of Department Relocation, and Order Modifying Order Granting Preliminary
3 Approval of Class, Representatives, and Collective Action Settlement. The website also included
4 frequently asked questions about the Settlement and corresponding answers. The website address
5 was included in the Class Notice.

6 7. On or about January 17, 2024, Rust received text for the Class Notice from Counsel.
7 A draft of the formatted Class Notice was prepared by Rust and approved by the Parties. Attached
8 as Exhibit A is a copy of the final Class Notice.

9 8. On or about September 10, 2024, Counsel for the Defendant provided Rust with a
10 mailing list containing Class Member's names, last known addresses, Social Security Numbers and
11 applicable employment information ("Class List"). The Class List contained data for 609 potential
12 Class Members.

13 9. The mailing addresses contained in the Class List were processed and updated
14 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service.
15 The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event
16 that any individual had filed a U.S. Postal Service change of address request, the address listed with
17 the NCOA would be utilized in connection with the mailing of the Class Notice.

18 10. On October 4, 2024, Class Notices were mailed to 609 Class Members, which
19 encompassed 375 PAGA Group Members and 518 FLSA Collective Members, contained in the Class
20 List via First Class mail. The Class Notice advised Class Members that they could submit an
21 exclusion and/or objection postmarked by December 3, 2024.

22 11. As of this date, one (1) self-identifying Class Member, who was not included in the
23 Class List, contacted Rust to request inclusion in the Settlement Class ("self-ids"). Information
24 regarding the self-id was forwarded to Counsel for the Defendant for research to determine if the self-
25 id should be included in the Settlement Class. As of this date the one (1) self-id is currently under
26 review.

27 12. Rust performed 49 address traces on Class Notices returned as undeliverable for the
28 first time as of December 3, 2024. The address trace utilizes the Class Member's name, previous

address and Social Security Number for locating a current address. Of the 49 traces performed, 39 more current addresses were obtained and Class Notices were promptly re-mailed to those Class Members via First Class mail. Of the 49 traces performed, Rust did not obtain updated addresses for 10 undeliverable Class Notices. Of the 39 Class Notices mailed to a more current address identified from trace, 10 Class Notices were returned to Rust as undeliverable a second time. One (1) undeliverable Class Notice was returned after December 3rd and was not traced. As of this date, 13 Class Notices remain undeliverable.

13. In the event that a California Notice was re-mailed to a Class Member, the Response Deadline for that Class Member was extended by fifteen (15) calendar days.

14. As of this date, Rust received has not received any requests for exclusion.

15. As of this date, Rust has not received any objections.

16. As of this date, there are 609 Participating Settlement Class Members who will be paid a proportionate share of the Net Settlement Fund calculated as follows:

GROSS FUND VALUE	\$898,852.00
<i>Less Attorneys' Fees</i>	<i>-\$ 299,617.33</i>
<i>Less Litigation Costs</i>	<i>-\$ 20,098.00</i>
<i>Less Enhancement Payment</i>	<i>-\$ 10,000.00</i>
<i>Less Settlement Administrators Costs</i>	<i>-\$ 13,805.00</i>
<i>Less PAGA Fund:</i>	<i>-\$ 50,000.00</i>
<i>Less FLSA Settlement Fund:</i>	<i><u>-\$ 25,000.00</u></i>
NET SETTLEMENT FUND:	\$480,331.67

17. The total number of Qualifying Workweeks (including the multiplier for separated Participating Class Members) worked by Participating Settlement Class Members during the Class Period (June 30, 2017 through February 2, 2023) is 57,974. To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Participating Settlement Class Members on a pro rata basis, based on the ratio of the Qualifying Workweeks worked by each Participating Settlement Class Member during the Class Period, to the total number of Qualifying Workweeks worked by all Participating Settlement Class Members during

1 the Class Period. Based on these calculations, the Participating Settlement Class Members will
2 receive an estimated average gross payment of \$788.72, with the estimated highest gross payment
3 being \$2,709.29.

4 18. \$25,000.00 of the Gross Fund Value will be allocated to the FLSA Settlement
5 Collective Members. The total number of Qualifying Workweeks worked by FLSA Settlement
6 Collective Members during the FLSA Period (June 30, 2018 through February 2, 2023) is 42,676. To
7 determine a Settlement Collective Member's individual settlement award payment, the distribution
8 shall be divided among all Settlement Collective Members on a pro rata basis, based on the ratio of
9 the Qualifying Workweeks worked by each Settlement Collective Member during the FLSA Period,
10 to the total number of Qualifying Workweeks worked by all Settlement Collective Members during
11 the FLSA Period. Based on these calculations, the Settlement Collective Members will receive an
12 estimated average gross payment of \$48.26, with the estimated highest gross payment being \$134.74.

13 19. \$12,500.00 of the PAGA Fund will be allocated to the PAGA Group Members. The
14 total number of Qualifying Workweeks worked by PAGA Group Members during the PAGA Period
15 (February 20, 2020 through February 2, 2023) is 12,576. To determine a PAGA Group Member's
16 individual settlement award payment, the distribution shall be divided among all PAGA Group
17 Members on a pro rata basis, based on the ratio of the Qualifying Workweeks worked by each PAGA
18 Group Member during the PAGA Period, to the total number of Qualifying Workweeks worked by
19 all PAGA Group Members during the PAGA Period. Based on these calculations, the PAGA Group
20 Members will receive an estimated average gross payment of \$33.33, with the estimated highest gross
21 payment being \$90.45.

22 20. Named Plaintiff Bethany A. Butler may expect to receive an estimated total Individual
23 Settlement Payment of \$983.42 (\$927.95-Class; \$54.48-FLSA; and \$0.99-PAGA).

24 21. The total cost for the administration of this Settlement, including fees incurred and
25 future costs for completion of the administration is estimated to be \$13,805.00. A true and correct
26 copy of Rust's invoice is attached as Exhibit B.

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I declare under penalty of perjury that the above is true and correct to the best of my knowledge and that this Declaration was executed this 12th day of December 2024, at Minneapolis, MN.

Amy Fringer
AMY FRINGER

Exhibit A

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



* B A R C O D E 3 9 * - UAA <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Name3>>

<<Name4>>

<<Address1>>

<<Address2>>

<<Address3>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

This notice is being sent pursuant to court order. This is not a solicitation from a lawyer.

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Bethany A. Butler v. PowerSchool Group, LLC

Superior Court of State of California County of Sacramento, Lead Case No.: 34-2021-00299363

If you were employed by PowerSchool Group LLC as a non-exempt employee in California at any time (i) from June 30, 2017, through February 2, 2023, you could be a Class Member and receive a payment from a proposed class action settlement.

You are not being sued. Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of California for the County of Sacramento (the "Court") has preliminarily approved a class action settlement that may affect your legal rights. The proposed settlement resolves a class, collective, and representative action lawsuit filed by former employee Bethany A. Butler ("Plaintiff") against PowerSchool Group LLC ("PowerSchool") - *Bethany A. Butler v. PowerSchool Group, LLC*, Sup. Ct. Sacramento Co., Lead Case No. 34-2021-00299363 (the "Lawsuit").

- This Lawsuit is based on various allegations pursuant to California law, including but not limited to, PowerSchool's alleged 1) Failure to Pay Minimum, Regular and Overtime Wages; 2) Failure to Provide Meal Periods; 3) Failure to Authorize and Permit Rest Periods; 4) Failure to Reimburse Business Expenses; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Timely Pay Wages Due at Separation; and 7) Violation of the Unfair Competition Law. The lawsuit also asserts violations of the California Private Attorneys General Act of 2004 ("PAGA") and the federal Fair Labor Standards Act ("FLSA"). Depending on your dates of employment, you may qualify for recovery under those claims as part of this settlement to the extent the Court grants final approval of this settlement.
- The settlement provides cash payments to Class Members who worked for PowerSchool in California at any time from June 30, 2017, through February 2, 2023 (the "Class Period"), based on the number of weeks each Class Member worked during the Class Period. As an individual eligible to participate in the settlement, to the extent the Court grants final approval of the settlement, you are estimated to receive a gross settlement payment related to the class claims (i.e., before tax withholdings) of approximately \$<<classaward>>.
- To the extent the Court grants final approval of the settlement, the settlement also provides for additional cash payments to Class Members who worked for PowerSchool in California at any time from February 20, 2020, through February 2, 2023 (the "PAGA Period"), based on the number of weeks each eligible Class Member worked during the PAGA Period. Finally, to the extent the Court grants final approval of the settlement, the settlement also provides additional cash payments to all those who worked for PowerSchool as a non-exempt employee in California at any time from June 30, 2018, through February 2, 2023 (the "FLSA Period"), based on the number of weeks each eligible Class Member worked during the FLSA Period.
- PowerSchool denies Plaintiff's contentions and maintains it has fully complied with the law. By entering into this settlement, PowerSchool in no way admits any violation of law or any liability whatsoever to Plaintiff or Class Members, individually or collectively, and expressly denies all such liability.

THIS NOTICE IS NOT TO BE UNDERSTOOD OR VIEWED AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS ASSERTED BY PLAINTIFF OR DEFENSES ASSERTED BY POWERSCHOOL.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Settlement Payment if the Court grants final approval of the settlement and be bound by the release provisions in the Settlement Agreement.
OPT OUT	You may opt out of the settlement by submitting a request for exclusion in the manner discussed below. If you opt out, you may not object to the settlement, you shall not receive an Individual Settlement Payment, and you shall not be bound by the release provisions in the Settlement Agreement. However, regardless if you choose to opt out, to the extent the Court grants final approval of the settlement and you worked within the PAGA Period and/or FLSA Period identified above, you will still be sent a settlement check associated with those claims, as more fully described herein.
OBJECT	You may object to the settlement by submitting a written objection. You may also appear in person or remotely at the final approval hearing to object, regardless of whether you submit a written objection (connection details included below). If the Court grants final approval of the settlement despite your objection, you still will remain eligible to automatically receive an Individual Settlement Payment if the Court grants final approval of the settlement and be bound by the release provisions in the Settlement Agreement. However, you can only file an objection if you do not opt out of the settlement.

1. Why Did I Receive This Notice?

You are receiving this California Notice of Pending Class Action Settlement (“California Notice”) because PowerSchool’s records show that you are a person who is or was employed by PowerSchool as a non-exempt employee in California at any time from June 30, 2017, through February 2, 2023 (“Class Member”). As a Class Member, you may be entitled to share in the funds to be made available for settlement of the Lawsuit.

Because the settlement preliminarily approved by the Court would affect Class Members’ legal rights, the Court ordered that this California Notice be sent to you. This California Notice provides a brief description of the Lawsuit, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the settlement. If finally approved by the Court, the settlement will fully resolve the Lawsuit and your legal rights may be affected by the settlement.

The terms of the settlement are set forth in detail in the Stipulation of Class, Collective, and Representative Action Settlement (“Settlement Agreement”). You may obtain a copy of the Settlement Agreement from the neutral third-party appointed by the Court to administer the settlement (the “Settlement Administrator”). Details about how to get additional information about the Settlement Agreement are provided at the end of this California Notice.

2. What Is the Lawsuit About?

On April 26, 2021, Plaintiff filed a Representative Action Complaint under the PAGA, individually and on behalf of herself and all other aggrieved employees, for alleged violations of wage and hour statutes in the Superior Court for the State of California, for the County of Sacramento. Plaintiff asserted claims for 1) Failure to Pay Minimum, Regular and Overtime Wages; 2) Failure to Provide Meal Periods; 3) Failure to Authorize and Permit Rest Periods; 4) Failure to Reimburse Business Expenses; 5) Failure to Provide Accurate, Itemized Wage Statements; and 6) Failure to Timely Pay Wages Due at Separation. On June 30, 2021, Plaintiff filed a Class Action Complaint, individually and on behalf of all others similarly situated, in the Superior Court for the State of California, for the County of Sacramento, alleging claims for: 1) Failure to Pay Minimum, Regular and Overtime Wages; 2) Failure to Provide Meal Periods; 3) Failure to Authorize and Permit Rest Periods; 4) Failure to Reimburse Business Expenses; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Timely Pay Wages Due at Separation; and 7) Violation of the Unfair Competition Law. The PAGA action and the Class Action were consolidated and in the Class Action complaint was amended for purposes of settlement to include the PAGA claim and FLSA claim, and all of these claims consolidated are collectively referred to as the “Lawsuit.”

PowerSchool denied and continues to deny (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Lawsuit, and (iv) that class certification, collective action certification, or representative treatment of the Lawsuit or any of Plaintiff’s alleged claims is proper. Nonetheless, without admitting or conceding any liability

or wrongdoing whatsoever and without admitting or conceding that class certification, collective action certification, or representative treatment is appropriate for any purpose other than settlement purposes alone, PowerSchool has agreed to settle the Lawsuit on the terms and conditions set forth in this Settlement Agreement, to avoid the burden, expense, and uncertainty of continuing the Lawsuit.

The Court has approved Plaintiff's counsel Michael D. Singer and Rosemary C. Khoury of Cohelan Khoury & Singer and Emil Davtyan of D.Law, Inc. as Class Counsel.

3. What Are the Payments Under the Settlement?

a. Overall Summary of Settlement Payments

PowerSchool originally agreed to pay a maximum potential settlement amount of Seven Hundred Fifty Thousand Dollars (\$750,000) (the "Gross Fund Value"). The \$750,000 Gross Fund Value is inclusive of (i) the award by the Court to Class Counsel for attorneys' fees and costs associated with the litigation ("Attorneys' Fees and Costs"), (ii) the award by the Court to Plaintiff in recognition of her efforts and work in prosecuting the Lawsuit and specifically in exchange for his general release of claims ("Enhancement Payment"), (iii) any costs of settlement administration approved by the Court for administering the settlement ("Settlement Administration Costs"), (iv) the PAGA Fund in the amount of \$50,000, of which \$37,500 will be paid to the Labor & Workforce Development Agency (the "LWDA Payment") and of which \$12,500 will be distributed to PAGA Group Members (the "PAGA Settlement Fund"); and (v) the FLSA Settlement Fund in the amount of \$25,000. This amount has been increased under the provisions of Settlement Agreement to Eight Hundred Ninety Eight Thousand, Eight Hundred and Fifty Two Dollars (\$898,852), due to an increase in the employee workweeks covered by the Gross Fund Value.

The portion of the Gross Settlement Amount available for distribution to California Class Members is the "Net Settlement Fund." The Net Settlement Fund is to be allocated based on the number of workweeks each non-exempt employee worked in during the Class Period, on a pro-rata basis. Likewise, all non-exempt employees who worked in California during the PAGA Period ("PAGA Group Members") or FLSA Period ("Collective Members") will receive a pro rata portion of the PAGA Settlement Fund and/or FLSA Settlement Fund based on the number of workweeks each individual worked during the PAGA Period or FLSA Period. Partial weeks will be counted as full weeks. Any Individual Settlement Amounts for Class Claims allocated to individuals who may opt out of the settlement, as well as an FLSA Settlement payment amounts that are not cashed or deposited, shall be returned to PowerSchool.

b. Individual Settlement Payments

Each Class Member who does not timely and properly opt out of the Settlement ("Settlement Class Members") will be entitled to receive a portion of the Net Settlement Amount based on the Settlement Formula above ("Individual Settlement Payments"). The Settlement Administrator, Rust Consulting, Inc., will calculate Individual Settlement Payments for all Settlement Class Members.

1. Applicable Tax Withholding and Responsibility for Taxes

Each Class Member's Individual Settlement Payment from the California Fund will be characterized as 75% 1099 income and 25% W-2 income. In accordance with applicable tax laws, required tax withholdings will be taken from each Individual Settlement Payment for the portion allocated to W-2 income and remitted to the appropriate taxing authorities. The Settlement Administrator shall issue any necessary IRS Form 1099 and W-2s to Class Members for their respective Individual Settlement Payments. Class Members shall be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless PowerSchool from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

2. Undeliverable or Uncashed Checks

Any settlement check distributing Individual Settlement Payments returned to the Settlement Administrator as undeliverable shall be sent promptly via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the correct address using a single skip-trace search, and it shall then perform a single re-mailing. The principal for any Individual Settlement Payments that remain undeliverable or uncashed 180 calendar days after the postmarked date of their initial mailing will escheat to the State of California's Controller, to be held in the name of each expired check payee. Uncashed or undeliverable FLSA settlement checks shall revert to PowerSchool.

c. Attorneys' Fees and Costs Award

You do not need to pay individually any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be deducted from the Gross Fund Value. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of up to one-third of the Gross Fund Value (or \$299,617.33) and costs in the amount of up to \$25,000.

The Court's approval of an Attorneys' Fees and Costs Award is not a material term of the settlement. If the Court does not approve or approves only a lesser amount than requested by Class Counsel for an Attorneys' Fees and Costs Award, the other terms of the settlement shall apply.

d. Class Representative Enhancement Payments

Class Counsel intends to request that the Court approve an Enhancement Award for Plaintiff in the total amount of up to \$10,000. Plaintiff's Enhancement Payment is in addition to Plaintiff's Individual Settlement Payment.

The Court's approval of Plaintiff's Enhancement Payment is not a material term of the settlement. If the Court does not approve or approves only a lesser amount than requested by Class Counsel for Plaintiff's Enhancement Payment, the other terms of the settlement shall apply.

e. Settlement Administration Costs

Class Counsel intends to request that the Court approve Settlement Administration Costs of \$13,805, payable to the Settlement Administrator for administering the settlement, including for tasks such as, but not limited to, printing, distributing, or tracking California Notices, providing any required tax forms, processing any required tax payments or reporting, and calculating and distributing Individual Settlement Payments and Individual PAGA Payment. The Administrator will also be responsible for handling all objections and opt outs from the Settlement. Any amount of Settlement Administration Costs requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

f. LWDA Payment

Class Counsel intends to request that the Court allocate \$50,000 to PAGA penalties and approve an LWDA Payment of \$37,500 (or 75% of the PAGA penalties) to the State of California Labor and Workforce Development Agency. Any amount of the LWDA Payment requested by Plaintiff but not approved by the Court shall be allocated to the Net Settlement Amount. Any amount of the LWDA Payment requested by Plaintiff but not approved by the Court shall be allocated to the Net Settlement Amount.

g. All Payments Subject to Court Approval

All of the payments listed above will be made if and only if the Court grants final approval of the settlement and concludes it is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

In exchange for your Individual Settlement Payments, you and each of your respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, or guardians, will release certain claims against PowerSchool and its current or former parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Released Parties").

Your release will include any and all wage and hour claims that were pled or could have been pled, based on, or which arise out of the facts alleged in the complaint in the Action, arising during the Class Period. This includes known and unknown claims arising under California Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2802, the applicable IWC Wage Order(s), the California Unfair Competition Law, Business and Professions Code section 17200 *et seq.*, as well as all claims arising under the listed Labor Code statutes based on the primary rights of those statutes, irrespective of the theory of recovery alleged ("Released Class Claims").

Should the Court grant final approval of the settlement and you worked in as a non-exempt employee in California during the PAGA Period, you will receive a check associated with the PAGA claims being resolved and you will release all claims under PAGA alleged in the operative complaint or claims that could have been alleged based on the facts therein, arising

during the PAGA Period. This includes, but is not limited to PAGA claims based on California Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and the applicable IWC Wage Order(s), as well as all claims arising under the listed Labor Code statutes based on the primary rights of those statutes, irrespective of the theory of recovery alleged (“Released PAGA Claims”).

Likewise, should the Court grant final approval of the settlement and you worked in as a non-exempt employee during the FLSA Period, to the extent you cash or deposit the settlement check that will be issued to you for your FLSA claims pursuant to this Settlement, you will release all wage and hour claims under the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* (“FLSA”) that accrued during your employment as a non-exempt employee during the FLSA Period, including, without limitation, all federal and non-California based state claims for unpaid overtime wages or minimum wages and any and all related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses (“Released FLSA Claims”).

5. How Do I Object to the Settlement?

If you want to participate in the settlement as a Class Member, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will receive your Individual Settlement Payment automatically if the Court grants final approval of the settlement.

However, if you want to object to the settlement, you need to notify the Court. You may either object directly to the Court, as described above, or you may follow the steps below:

- (1) Mail a written statement to the Settlement Administrator listed below.
- (2) The written statement should include information sufficient to identify yourself and your request, such as: your full name, address, telephone number, the last four digits of your Social Security number, the basis for your objection, and the case name and number.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (4) The written statement must be postmarked by 60 calendar days after the initial mailing of California Notice, by December 3, 2024.
- (5) In the event that a California Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days, by December 18, 2024.

The Settlement Administrator will send a copy of your objection to all Parties involved in the Lawsuit who will file all objections with the Court within 10 calendar days after the above postmark deadline to submit objections.

You may also appear at the final approval hearing on January 10, 2025 at 9:00 a.m. in Department 23 to object, regardless of whether you submit a written objection. If you desire to appear remotely, you can join Department 23’s zoom link or phone number:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscddept23>

To join by phone: (833) 568-8864 / ID: 16108301121

If you submit an objection, you will remain bound by the settlement if finally approved. If you do not want to be bound by the settlement if finally approved, you must opt out of the settlement. However, you may not assert an objection if you opt out of the settlement.

6. How Do I Opt Out of the Settlement?

If you do not want to participate in the settlement, you may opt out of the settlement. If you opt out of the settlement, you may not object to the settlement, shall not receive any Individual Settlement Payments, and shall not be bound by the release provisions in the Settlement Agreement.

In order to opt out, you need to clearly notify the Court of your intention to do so, and you should take the steps below. Failure to clearly indicate your intent to opt out of the settlement will be deemed a waiver of your request to opt out of the settlement, and you will be bound by the Released Class Claims. To opt out, you should:

- (1) Mail a written statement to the Settlement Administrator listed below.
- (2) The written statement should include information sufficient to identify yourself and your request, such as: your full name, address, telephone number, the last four digits of your Social Security number, and the case name and number.
- (3) The written statement should state in substance, “I wish to opt out of the settlement in the lawsuit *Bethany A. Butler v. PowerSchool Group, LLC*, Case No. 34-2021-00299363.” However, this exact language is not necessary.
- (4) The written statement must be postmarked by 60 calendar days after the initial mailing of California Notice, by December 3, 2024.
- (5) In the event that a California Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days, by December 18, 2024.

A written request for exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a request for exclusion and an objection, your objection will be deemed invalid and your request for exclusion will be granted.

If you validly request to be excluded from the Settlement, you will not be able to participate in the settlement and you will not receive an Individual Settlement Payment for the release of the Released Class Claims.

Notwithstanding your decision to opt out, should the Court grant final approval of the settlement and you worked as a non-exempt employee in California during the PAGA Period, you will still receive a settlement payment associated with the resolution of the PAGA claims in this lawsuit and you will be bound by the Released PAGA Claims. You may not opt out of the settlement with respect to any PAGA claims. Likewise, if the Court grants final approval and you worked as a non-exempt employee in California during the FLSA Period, you will still receive a settlement payment based on the resolution of the FLSA claims in the settlement. If you do not want to be bound by the Released FLSA Claims, then you should not cash or tender the settlement check for the Released FLSA Claims at that time.

7. Where Can I Get Additional Information?

This notice summarizes the Lawsuit, settlement, and related matters. For more information, you may contact the Settlement Administrator or Class Counsel:

Settlement Administrator:

Butler v. PowerSchool Settlement Administrator
c/o Rust Consulting, Inc. - 8544
PO Box 2396
Faribault, MN 55021-9096
(800) 351-7156
Website: ButlervPowerSchoolSettlement.com

Class Counsel:

COHELAN KHOURY & SINGER

Michael D. Singer, Esq.
msinger@ckslaw.com
Rosemary C. Khoury, Esq.
rkhoury@ckslaw.com
605 C Street, Suite 200
San Diego, CA 92101

D.LAW, INC.

Emil Davtyan
400 N. Brand Blvd., 7th Floor
Glendale, CA 91203

You also may view the Settlement Agreement, complaint, and other documents from the Lawsuit by using the Sacramento Superior Court’s website (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) or in the Court Clerk’s office during normal working hours.

PLEASE DO NOT CALL THE COURT FOR INFORMATION REGARDING THE SETTLEMENT

Exhibit B



Settlement Administration Estimate
Butler v PowerSchool
May 17, 2023

Prepared by:
Eric Bishop
SVP, Client Services
612-359-2988
ebishop@rustconsulting.com

EXPERIENCE

With experience on approximately 3,500 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Our internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size	580	
<u>Project Cost</u>		
Mailed Notice	\$	1,777
Telephone Support	\$	1,650
Website	\$	1,100
Processing and Administration	\$	55
Fund Distribution & Tax Reporting	\$	2,373
Project Management	\$	7,100
Other Out-of-pocket Expenses	\$	500
Total Project Cost	\$	14,555
	Discount	\$ (750)
Total Project Cost w/ Discount	\$	13,805

Key Assumptions
Notice, Opt Out Period, then Payments
Spanish Translation Not Included
No Claims Process
Telephone Support Included
Static Website
Uncashed Pmts Revert or Escheat

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.



Settlement Administration Estimate
Butler v PowerSchool
May 17, 2023

Prepared by:
Eric Bishop
SVP, Client Services
612-359-2988
ebishop@rustconsulting.com

Key Assumptions Used to Prepare this Estimate

Class Size	580	
Initial Mailed Notice:		
Mailed Notice	580	100.0%
Forwarded Notices	15	2.5%
Undeliverable Notices	87	15.0%
Re-Mailed Notices after Trace	70	80.0%
Telephone Support:		
Number of Telephone Contacts	104	18.0%
Connect Minutes per Call - CSRs	4.0	
Claimant Communications:		
Exclusions Received	-	0.0%
Payments	580	100.0%

Standard Hourly Rates*

SVP	\$175-\$275
Program Manager	\$160-\$180
Project Manager	\$100-\$140
Technical Consultant	\$110-\$180
Call Center Manager	\$125
CSR	\$ 43-\$ 50
Processor	\$ 43-\$ 50
Other	\$ 43-\$125

**Subject to change*

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is ASCII fixed width complete with field layout. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing.

Telephone Support included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1 -page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate
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 612-359-2988
 ebishop@rustconsulting.com

Administrative Task	Estimated Quantity	Per Unit	Task Amount	Total
Database Development				
Receive and Process Database	1.5 Hours @	\$ 180	\$ 270	\$ 270
Additional Efforts to Finalize Settlement Data			<i>As Incurred</i>	
Initial Mailed Notice				
CASS / NCOA / LACS Processing			\$ 200	
Spanish Translation			NA	
Print and Mail Notice Package	580 Notices @	\$ 1.00	\$ 580	
Postage - 1 Ounce First Class	580 Notices @	\$ 0.63	\$ 365	\$ 1,145
Follow-up to Initial Notice				
Receive Undeliverable Notices and Update Database	87 Notices @	\$ 0.35	\$ 30	
Address Trace	87 Traces @	\$ 1.75	\$ 152	
Remail Notice Package	84 Notices @	\$ 1.50	\$ 126	
Remail Postage - 1 Ounce First Class	84 Notices @	\$ 0.63	\$ 53	\$ 362
Telephone Support				
Telephone Support	8 Months @	\$ 200	\$ 1,600	
800# Charges	418 Minutes @	\$ 0.12	\$ 50	\$ 1,650
Website				
Develop Static Website	4 Hours @	\$ 175	\$ 700	
Monthly Hosting & Maintenance	8 Months @	\$ 50	\$ 400	\$ 1,100
Processing and Administration				
Receipt, Process, and Validate Forms	1 Hours @	\$ 55.00	\$ 55	\$ 55
Additional Administrative Services Requested by Client				<i>As Incurred</i>
Fund Distribution				
Print and Mail Payments	580 Payments @	\$ 1.00	\$ 580	
Postage - 1 Ounce First Class	580 Payments @	\$ 0.63	\$ 365	
Check Processing	580 Payments @	\$ 0.22	\$ 128	
Monthly Bank Account Fee	6 Months @	\$ 75	\$ 450	\$ 1,523
Tax Reporting				
Annual Fee -Qualified Settlement Fund	1 Year @	\$ 500	\$ 500	
Individual Income Tax Reporting (W2 & 1099)	1 Year @	\$ 350	\$ 350	\$ 850
Project Management				
Senior Vice President	2 Hours @	\$ 225	<i>waived</i>	
Project Management	30 Hours @	\$ 175	\$ 5,250	
Technical Consulting	10 Hours @	\$ 185	\$ 1,850	\$ 7,100
Other Charges and Out-of-pocket Costs				
				\$ 500
Total Settlement Administration Estimate				\$ 14,555



Settlement Administration Estimate

Butler v PowerSchool

May 17, 2023

Prepared by:
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SVP, Client Services
612-359-2988
ebishop@rustconsulting.com

Terms and Conditions

All claims administration services to be provided by Rust Consulting to Customer shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Customer to the extent that funds are received from the taxing authorities offset these charges. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. Claims Services are not provided on a contingency fee basis.
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. When directed to invest funds in an interest bearing or investment accounts, Rust Consulting intends to invest all funds in U.S. government backed securities, unless directed by the parties in writing or the settlement agreement or distribution plan to invest in other types of securities; however, even in cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust Consulting will destroy undeliverable notice mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability: Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent matter. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality); Section 9 (Limitation of Liability; Disclaimer of Warranty); and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.