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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

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS,
REPRESENTATIVE, AND COLLECTIVE
ACTION SETTLEMENT**

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 This matter came on for hearing on January 10, 2025 in Department 23 of the above-
2 captioned Court on Plaintiff Bethany A. Butler’s (“Plaintiff”) Motion for Order Granting Final
3 Approval of Class, Representative, and Collective Action Settlement (“Motion”) pursuant to
4 California Rule of Court 3.769, the Stipulation of Class, Collective, and Representative Action
5 Settlement filed December 12, 2023 (“Agreement”), and the Order Granting Preliminary
6 Approval of Class, Representative, and Collective Action Settlement issued January 16, 2024
7 (“Preliminary Approval Order”).

8 Having received and considered the Agreement, the supporting papers, evidence and
9 argument received by the Court with the Motion for Preliminary Approval of Class,
10 Representative, and Collective Action Settlement, and evidence and argument received by the
11 Court with the Motion for Order Granting Final Approval of Class, Representative, and
12 Collective Action Settlement, the Court grants final approval of the Settlement and ORDERS
13 AND MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Court’s Preliminary Approval Order, Notice of Pending Class
15 Action Settlement, (“Class Notice”), was sent to each Class Member by first-class United States
16 mail, informing the Class of the Settlement terms, right to receive a Settlement Payment without
17 taking any action, comment on or object to the Settlement, and appear in person or by counsel
18 and be heard at the final approval hearing. Adequate periods of time were provided for each of
19 these procedures.

20 2. No Class member filed a written objection to the proposed Settlement or stated
21 an intention to appear at the final approval hearing.

22 3. No Class member requested exclusion from the Settlement or submitted a written
23 dispute to the Settlement.

24 4. The Court finds and determines this notice procedure afforded adequate
25 protections to the Class and provides the basis for the Court to make an informed decision
26 regarding Settlement approval based on the responses of the Class. The Court finds and
27 determines the Class Notice provided in this case was the best notice practicable, which satisfies
28 the requirements of law and due process.

1 5. For purposes of Settlement approval only, the Court finds: (a) the Gross Fund
2 Value is fair and reasonable to Class Members when balanced against the probable outcome of
3 further litigation relating to class certification, liability and damages, and potential appeals; (b)
4 significant investigation, research, and informal discovery, were conducted and counsel for the
5 Parties are able to reasonably evaluate their positions; (c) settlement will avoid substantial costs,
6 delays, and risks of further prosecution of the case; and (d) the proposed Settlement was reached
7 through serious, non-collusive negotiations facilitated by an experienced mediator.

8 6. For purposes of this Settlement, Class Members are defined as all non-exempt
9 employees who have been employed by Defendant in California at any time during from June
10 30, 2017 through February 2, 2023.

11 7. For purposes of this Settlement, Collective Members are defined as all non-
12 exempt employees who have been employed by Defendant anywhere in California from June
13 30, 2018 through February 2, 2023.

14 8. For purposes of this Settlement, PAGA Group Members are defined as all non-
15 exempt employees who have been employed by Defendant anywhere in California from
16 February 20, 2020 through February 2, 2023.

17 9. The Court finds and determines the terms of the Agreement are fair, reasonable,
18 and adequate and, having found the Settlement was reached as a result of informed and non-
19 collusive arms'-length negotiations facilitated by a neutral, experienced mediator, directs the
20 Parties to effectuate the Settlement terms as set forth in the Agreement. The Court finds the
21 Parties conducted extensive investigation, research, and informal discovery, and their attorneys
22 were able to reasonably evaluate their respective positions. The Court also finds Settlement will
23 enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay
24 and risks if the Parties were to continue to litigate the case. The Court has reviewed the
25 monetary recovery and recognizes the significant value provided to the Class.

26 10. The Court finds and determines the terms of the Settlement are fair, reasonable
27 and adequate to the Class and each Class Member, the Settlement is ordered finally approved,
28 and all terms of the Agreement should be and are ordered to be consummated.

11. The Court finds and determines the Settlement Payments to Settlement Class Members, PAGA Group Members, Settlement Collective Members provided by the Agreement are fair and reasonable. The Court grants final approval to and orders Payments be made in accordance with the Agreement.

12. The Court finds and determines fees and expenses to administer the Settlement incurred by Rust Consulting, Inc. in the amount of \$13,085.00 are fair and reasonable. The Court grants final approval to and orders payment of that amount in accordance with the Agreement.

13. The Court finds and determines the Class Representative Enhancement Payment of \$10,000.00 to Plaintiff Bethany A. Butler is fair and reasonable, and orders the Administrator to make this payment in accordance with the terms of the Agreement.

14. The Court awards Class Counsel attorneys' fees in the amount of \$299,617.33 (to be divided 66 2/3% to Cohelan Khoury & Singer and 33 1/3% to D.Law, Inc.) and litigation expenses of \$20,098.00. The Court finds such amounts to be fair and reasonable. The Court orders the Administrator to make these payments in accordance with the Agreement.

15. The Court finds and determines payment to the California Labor and Workforce Development Agency of \$37,500.00 as its share of the Settlement of civil penalties under the Private Attorneys General Act is fair, reasonable, and appropriate. The Court grants final approval to and orders that amount be paid in accordance with the Agreement.

16. Without affecting the finality of this Order or the entry of judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Order and the Agreement.

17. The Settlement is not an admission of liability by Defendant PowerSchool Group LLC. ("Defendant"), or any of Defendant's present and 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"), nor is this Order or entry of judgment a finding any claim in the Actions against Defendant is valid. This Order,

entry of judgment, or Settlement, may not be construed as, or used as an admission of, any fault, wrongdoing or liability by Defendant or any Released Party. Negotiating, entering or carrying out the Settlement, shall not be offered in evidence against any Released Party in any action or proceeding in any court, administrative agency or tribunal for any purpose except to enforce this Order or Judgment. However, any Released Party may file in any proceeding, this Order or Judgment, or any papers filed in the Action, to support defenses of res judicata, collateral estoppel, release, claim or issue preclusion or any similar defense.

18. Plaintiff and Settlement Class Members release the Defendant and the Released Parties from any and all wage and hour claims that were pleaded or could have been pleaded, based on, or which arise out of the facts alleged in the Operative Complaint in the Action, arising during the Class Period of June 30, 2017 through February 2, 2023. 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, California 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.

19. Plaintiff and PAGA Group Members release the Defendant and the Released Parties from all claims under the California Private Attorneys General Act of 2004 (“PAGA”) alleged in the Operative Complaint or claims that could have been alleged based on the facts pertaining to Plaintiff and the PAGA Group Members, arising during the PAGA Period of February 20, 2020 through February 2, 2023. 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. It is understood that PAGA Group Members will not have the opportunity to opt out of, or object to, the Released PAGA Claims. Further, the PAGA Group Members are bound by the Released PAGA

1 Claims regardless of whether they cash and/or otherwise negotiate their Individual PAGA
2 Payment.

3 20. Plaintiff and Settlement Collective Members release the Defendant and the
4 Released Parties from all wage and hour claims under the Fair Labor Standards Act, 29 U.S.C.
5 section 201, *et seq.* of whatever kind or nature, whether known or unknown, contingent or
6 accrued, under any legal theory that was or reasonably could have been brought based on the
7 facts alleged in any version of the complaints filed in the Action pertaining to Plaintiff and the
8 Settlement Collective Members. The time period for this release is the FLSA Period of June 30,
9 2018 through February 2, 2023.

10 21. Nothing in this Order shall preclude any action to enforce the Agreement or this
11 Order, including the requirement Defendant make payments to Settlement Class Members,
12 PAGA Group Members, Settlement Collective Members.

13 22. The Judgment, once entered, shall constitute a judgment for purposes of
14 California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this
15 Order, judgment shall be entered within the meaning and for purposes of Code of Civil
16 Procedure sections 577 and 904.1(a), and the Plaintiff/Class Representative, Settlement Class
17 Members, PAGA Group Members, Settlement Collective Members shall take nothing from
18 Released Parties except as expressly set forth in the Agreement.

19 23. The Parties will comply with California Rules of Court Rule 3.771(b), by giving
20 notice to Class Members by posting the Final Approval Order and Judgment on the Settlement
21 Administrator's website.

22 24. Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a copy of this
23 Judgment to the California Labor and Workforce Development Agency within 10 days after
24 entry of the Judgment.

25 25. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains
26 jurisdiction over the parties with respect to enforcement of this Judgment under California Code
27 of Civil Procedure Section 664.6.
28

1 26. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

3 27. The Court sets a Final Accounting hearing for Friday, November 14, 2025 at
4 10:30 a.m. in Department 23. A final accounting declaration/report shall be filed no later than
5 fifteen (15) calendar days prior to the hearing to confirm that settlement distribution efforts are
6 complete. If the Court is satisfied that the settlement funds have been fully distributed, no
7 appearance will be required at the settlement compliance hearing.

8 IT IS SO ORDERED.

9
10 Date: _____

Honorable Jill H. Talley
Judge of the Superior Court