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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 27

CLASS ACTION

**DECLARATION OF BETHANY A. BUTLER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS, REPRESENTATIVE, AND
COLLECTIVE ACTION SETTLEMENT**

Date: January 5, 2024

Time: 9:00 a.m.

Dept.: 27

Judge: Honorable Jill H. Talley

Complaint filed: April 26, 2021

Trial date: Not set

1 I, Bethany A. Butler, declare as follows:

2 1. I am over eighteen years of age. If called as a witness, I could testify to the facts
3 below based on personal knowledge. I submit this declaration in support of the Motion for
4 Preliminary Approval of the Settlement in this matter, my adequacy to serve as Class
5 Representative, and my Enhancement Payment.

6 2. I am not related to any attorney working on the case, I am not aware of any
7 adverse interests I have to the interests of any class member, and I do not have any conflicts
8 that would keep me from adequately representing the class. I have been and remain committed
9 to prosecuting this case vigorously on behalf of the class. I agreed to become a representative
10 and named plaintiff in this case to represent other employees who experienced similar
11 violations.

12 3. I was employed by PowerSchool Group LLC as an hourly, non-exempt
13 employee from approximately August 13, 2018 through July 2, 2020. I held the positions of
14 Senior Client Operations Manager and Senior Customer Success Manager, and my duties
15 included maintaining an excel spreadsheet with each of my many clients' first and last names
16 and the products they had purchased; programming fill-in-the-blank scripts to inform clients of
17 billing and other account matters; hosting strategy meetings with co-workers; calling and
18 emailing with clients and acting as a middleman between clients and PowerSchool's support
19 team members when necessary; communicating with PowerSchool's support team members on
20 an instant message application called "Slack"; and periodically presenting business reviews to
21 clients and PowerSchool executives, utilizing self-made graphs and charts.

22 4. After my employment with PowerSchool ended, I consulted with attorneys
23 regarding the wrongs I felt PowerSchool had done to me. Specifically, I was upset that
24 PowerSchool had classified me as non-exempt but required pre-approval for, and discouraged
25 reporting, overtime hours, which led to PowerSchool not paying me for all time that I worked. I
26 was also upset that I was required to report that I had taken a meal period each day when in
27 reality my meal periods were often interrupted or short because I had to be responsive to work
28 demands. My rest breaks were also often interrupted by work. That PowerSchool did not

adequately reimburse me for my business use of my personal cell phone was another concern.

5. In February 2021, I retained the law firms of Cohelan Khoury & Singer and Davtyan Law Firm, Inc. to pursue this case as a proposed wage and hour Class action and as a PAGA Representative action based on PowerSchool's failure to pay all wages, provide proper rest and meal periods, reimburse business-related cell phone expenses, pay premium and overtime wages at the regular rate, provide accurate wage statements, and timely pay all my wages owed when my employment was terminated.

6. By filing this lawsuit, I understood I was not only seeking compensation for myself, but for other employees, and doing so would delay any payment I might get for my individual claims. Nonetheless, I agreed to do it to help others who were not aware of their rights, or were afraid to complain for fear of losing their jobs. I understood the lawsuit could continue for years, and require my attention the entire time. Indeed, it has been nearly three years since I filed my case. I was made aware that as a class representative, I was taking the risk of having a judgment entered for PowerSchool's legal costs if the case were lost.

7. I understood by filing my lawsuit, I might face retaliation from prospective employers who could search the internet and see I sued a previous employer, and I could lose job opportunities in the future. Indeed, when I have googled my name, this lawsuit appears. This is a major factor I considered when I decided to leave the technology and education industry and pursue another career path, understanding that prospective employers in that industry would likely not want to hire me in light of this lawsuit.

8. Despite the risks, I am proud to have my name on the case and to have caused PowerSchool to pay my fellow employees a substantial amount because I filed it. My attorney has informed me that after deductions from the \$750,000 settlement for attorneys' fees and costs, settlement administration costs, my proposed enhancement award, an FLSA Settlement Fund of \$25,000, and a PAGA Fund of \$50,000, of which \$12,500 will go to the employees, the Class Settlement Fund is estimated at \$376,195. Thus, on average, each of approximately 571 class members will receive about \$659 if they do not opt out. They may also receive part of the PAGA Fund depending on their dates of employment and part of the FLSA Settlement

1 Fund if they opt into it. It feels good knowing that this money will go out to these employees as
2 a result of my lawsuit.

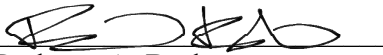
3 9. My participation in this lawsuit included searching for attorneys to represent me;
4 consulting with my attorneys regarding my potential claims; sending all the employment-
5 related documents from PowerSchool that I had (including emails, handbooks, wage
6 statements, and termination paperwork) to my attorneys and discussing the documents with
7 them; authorizing my attorneys to request my employment documents from PowerSchool;
8 discussing all of my claims before allowing my attorneys to file separate class and PAGA
9 actions on my behalf; spending many hours calling and emailing with my attorneys regarding
10 my claims and the progress of my two cases; discussing my cases in detail with my attorneys
11 before mediation, including potential strengths and weaknesses; making myself available the
12 day of mediation; providing contact information for two other employees with whom I worked
13 to my attorneys; and reviewing, asking my attorneys questions about, and signing the
14 Memorandum of Understanding and the proposed "Stipulation of Class, Collective, and
15 Representative Action Settlement." In total, I estimate that I spent more than 40 hours working
16 on my two cases with my attorneys. Based on my involvement and the issues and risks
17 involved in this case, I believe the proposed settlement obtained on behalf of the Class is a
18 good result.

19 10. I understand I am eligible for an award for acting as a class representative, and
20 that this is subject to Court approval. Considering the risks I took, the work I've done, the
21 money other employees will receive as part of this settlement, and the fact that I executed a
22 general release as part of the settlement, I believe the requested award of \$10,000 is reasonable.
23 As written in the Settlement Agreement, at paragraph 33, this award is specifically meant to
24 compensate me, in part, for the general release I executed with PowerSchool. This general
25 release only applies to me, not other class members.

26 11. I have been advised in writing, and have signed, an Attorney/Client
27 Representation Agreement, informing me that any fees awarded in this case will be divided
28 2/3% to Cohelan Khoury & Singer and 33 1/3% to D.Law, Inc., and that the total fee charged

1 by the attorneys will in no way increase the total attorneys' fees I or other class member will
2 pay in this matter. I approve and consent to the proposed fee division.

3 I declare under the penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct and this declaration is executed on 11/21/2023,
5 in Baltimore, Maryland.

6
7 
Bethany A. Butler