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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 AND REPRESENTATIVE ACTION

**DECLARATION OF MICHAEL D. SINGER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR 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, Michael D. Singer, declare as follows:

2 1. I am the Managing Partner at the law firm of Cohelan Khoury & Singer, co-
3 counsel of record for Plaintiff and the Proposed Class. I submit this declaration in support of
4 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. The following facts
5 are within my personal knowledge and if called to testify I could and would competently testify
6 to them.

7 2. I am a 1984 Hastings graduate, admitted to the California State Bar in 1984 and
8 the Colorado State Bar in 2001. I have been admitted to practice before the following courts:
9 U.S. Supreme Court; Ninth Circuit Court of Appeals; Southern, Central, Northern, and Eastern
10 Districts of California; and all California State Courts.

11 3. In 1981, Timothy D. Cohelan and Isam C. Khoury formed Cohelan & Khoury, a
12 Partnership of Professional Law Corporations, and within a few years began to focus on class
13 actions. I joined Cohelan & Khoury in 2000 and was named partner in 2003. In 2009, Cohelan
14 & Khoury became Cohelan Khoury & Singer. Our firm represents plaintiffs in complex, class
15 and representative action litigation, including wage and hour, labor and employment, antitrust,
16 consumer protection, construction defect and other public interest type class and representative
17 actions.

18 4. I was admitted as a fellow to the College of Labor and Employment Attorneys
19 in 2020, and I was named to the Daily Journal 2012, 2013, and 2018 list of Top California
20 Labor and Employment Attorneys. I, along with Isam Khoury, a founding Partner of the firm,
21 and Partner Diana M. Khoury, have also been selected by our peers based on ethics, experience
22 and reputation as Super Lawyers in Civil Litigation by the Southern California Super Lawyers
23 Magazine for the years 2012 through the present.

24 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
25 provide the Mandatory Continuing Legal Education activity entitled "Litigating California
26 Class Actions" and has conducted MCLE certified seminars on this topic. Senior Partner,
27 Timothy D. Cohelan, is the author of Cohelan on California Class Actions (1997-2021,
28 updated annually), part of Thomson Reuters Expert Series updated annually. I am a

1 contributing author on the CEB publication California Wage and Hour Law: Compliance and
2 Litigation (2010-2021 updated annually), in which I wrote the opening chapter overview on
3 California Wage and Hour laws, including the public policy underpinnings for those laws, and
4 the Private Attorneys General Act (PAGA) Claim chapter. I am also a contributing author to
5 the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA
6 litigation. I have served as a columnist for the California State Bar, Litigation Section on wage
7 and hour litigation and have contributed articles on wage and hour and class action issues
8 through the years to numerous California publications. Prior to COVID, I typically lectured
9 several times per year for continuing education courses on wage and hour and class action
10 issues at events in San Diego, Orange County, Los Angeles, and San Francisco. For over
11 twelve years, I served as wage and hour amicus co-chair and liaison for the California
12 Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on
13 wage and hour issues in the California Supreme Court and Courts of Appeal. I have been
14 engaged in the practice of labor and employment law since 2000, handling well over 300 wage
15 and hour class and PAGA actions and several individual labor cases. I have litigated several
16 types of employment actions, including complex ERISA employee welfare benefit plan cases,
17 as well as wage and hour class actions before Federal and State Courts in California. In 2014, I
18 tried a wage and hour class action involving claims for illegally deducted wages and
19 unreimbursed expenses in the matter of *Dilts v Penske Logistics LLC, Inc.* I successfully
20 appealed the trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck
21 drivers. I have participated in over 50 appellate cases and argued writs and appeals before
22 several California District Courts of Appeal, successfully arguing the landmark *Vaquero*
23 appeal for plaintiffs in the Second District Court of Appeal, *Vaquero v. Stoneledge Furniture,*
24 *LLC* (2017) 9 Cal.App5th 98 (requiring employers separately pay commission sales employees
25 for rest periods). As lead counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly
26 reported at (2008) 165 Cal.App.4th 25], I argued before the Fourth District Court of Appeal in
27 May 2008 on transfer from the California Supreme Court, and co-authored the briefing in the
28 successful Supreme Court appeal. I've also argued federal appeals in the Second, Third, and

1 Ninth Circuit Courts of Appeals. In addition, I have drafted numerous appellate briefs as the
2 appellant, respondent, or amicus curiae in various employment class and individual actions.
3 My firm has successfully tried multiple class cases, obtained appellate reversals of class
4 certification denials (*Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and certified
5 multiple consumer and wage and hour class actions.

6 6. As a part of our overall firm philosophy lawyers perform community service
7 and pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San
8 Diego Volunteer Lawyer Program, the San Diego County Bar Foundation, and Consumer
9 Attorneys of San Diego. I have served on the Legal Aid at Work Board of Directors since
10 2010. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from
11 2015-2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer
12 judicial service as a Judge Pro Tem of the San Diego Superior Court. Partner Diana M. Khoury
13 has been a member of the San Diego County Bar Association, Consumer Attorneys of San
14 Diego, Consumer Attorneys of California, and American Association for Justice serving and
15 chairing various committees through the years for these organizations. From 2010 through
16 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of San Diego.
17 Since 2013, Ms. Khoury actively serves on the Board of Directors for the San Diego County
18 Bar Foundation, the 501(c)(3) charitable arm of the San Diego County Bar Association
19 providing access to justice to the underserved and impoverished in the San Diego County
20 region. Partner Jeff Geraci is a past recipient of the Wiley W. Manuel Award for Pro Bon
21 Service. Our firm's pro bono victories include a settlement which prohibits the City of San
22 Diego from targeting homeless people for illegal lodging tickets under Penal Code Section
23 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer*
24 settlement had the effect of increasing the number of available shelter beds in San Diego.

25 7. Cohelan Khoury & Singer has been certified Class Counsel in the following
26 contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego Superior Court Case No.
27 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda Superior Court Case No.
28 RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los

Angeles Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*, Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers of California, Inc.*, Sacramento Superior Court Case No. 2007-30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS* L.A.S.C. Case No. BC472891; *Gutierrez v. Save Mart Supermarkets* San Mateo Superior Case No. CIV530955; *Wilcox v Albertsons*, San Diego Superior Court Case No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.*, United States District Court, Southern District of California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los Angeles Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.*, San Diego Superior Court Case No. GIC834348; *KEMP, et al. v. CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY MUTUAL OVERTIME CASES*, Los Angeles Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San Diego*, San Diego Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego Superior Court Case No. 37-

2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Co Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 10CV0634; and *Weigele v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection with well over 200 class action settlements.

8. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded numerous state and federal class and representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the resolution of over 200 such cases, including the following, which have received court approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California, Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District Court, Central District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court, Case No.

2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles Superior Court, Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court, Southern District of California, Case No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles Superior Court, Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara County Superior Court, Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court, Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, USDC, Northern District of California, Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA Management*, USDC, Central District of California, Case No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco Superior Court, Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco Superior Court, Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, USDC, Eastern District of

1 California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v.*
2 *Stoneledge Furniture, LLC*, Los Angeles Superior Court Case No. BC522676, Hon. Elihu M.
3 Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC, Southern District of California
4 Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*,
5 Los Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among
6 others.

7 9. Plaintiff Bethany A. Butler (“Plaintiff”) seeks preliminary approval of a
8 \$750,000 non-reversionary wage and hour class, Fair Labor Standards Act (“FLSA”), and
9 Private Attorneys General Act (“PAGA”) settlement for an estimated 571 non-exempt
10 California employees of Defendant PowerSchool Group, LLC (“PowerSchool” or
11 “Defendant”) during the Class Period.¹ As to these employees, Plaintiff alleges PowerSchool
12 failed to: pay wages based on actual time worked and based on the regular rate of pay, provide
13 meal and rest periods, reimburse business-related cell phone expenses, and provide accurate
14 itemized wage statements and timely final wages. Attached hereto as **Exhibit 1** is a true and
15 correct copy of the Stipulation of Class, Collective, and Representative Action Settlement
16 (“SA”).

17 10. The Class Period begins June 30, 2017, the PAGA Period begins February 20,
18 2020, and the FLSA Period begins June 30, 2018; each Period runs through the date of
19 preliminary approval, or thirty (30) days after Plaintiff files her motion for preliminary
20 approval, whichever is sooner.

21 11. However, “[i]f the number of unique Qualifying Workweeks at issue for the
22 Class, PAGA, and Collective Members is more than ten percent (10%) of the represented
23 number of unique Qualifying Workweeks (i.e., exceeds 43,905 unique workweeks), Defendant
24

25 ¹ Putative Class Members worked an estimated 39,914 Qualifying Workweeks through the date
26 of the Parties’ mediation in November 2022. Partial Qualifying Workweeks are counted as full
27 Qualifying Workweeks for all purposes. Singer Decl., ¶9; SA, ¶¶6(ii), 14(a-c). The “Class
28 Period” means the time period from June 30, 2017, through the date of preliminary approval, or
thirty (30) days after Plaintiff files her motion for preliminary approval, whichever is sooner,
unless otherwise modified by the Escalator Clause in the Settlement Agreement. SA, ¶¶6(g),
38.

1 will have the option to either pay a proportional amount in addition to the Gross Fund Value
2 for each additional such unique Qualifying Workweeks that exceeds 43,905 unique Qualifying
3 Workweeks, or to stop the Class Period at the point at which the number of unique Qualifying
4 Workweeks is no more 43,905 unique Qualifying Workweeks.”

5 12. Settlement Class Members are all non-exempt employees who were employed
6 by PowerSchool during the Class Period who do not timely and properly opt out.

7 13. Settlement Collective Members are all non-exempt employees who have been
8 employed by PowerSchool anywhere in California during the FLSA Period who opt into the
9 collective action with respect to claims under the FLSA.

10 14. PAGA Group Members are all non-exempt California employees of Defendant
11 at any time during the PAGA Period.

12 15. PAGA Group Members will not be able to opt out of settlement of the PAGA
13 claims and release of PAGA claims.

14 16. On April 26, 2021, Plaintiff filed a Representative Action Complaint under the
15 Private Attorneys General Act, individually and on behalf of herself and all other aggrieved
16 employees, for alleged violations of wage and hour statutes in the Superior Court for the State
17 of California, for the County of Sacramento. Plaintiff asserted claims for 1) Failure to Pay
18 Minimum, Regular and Overtime Wages; 2) Failure to Provide Meal Periods; 3) Failure to
19 Authorize and Permit Rest Periods; 4) Failure to Reimburse Business Expenses; 5) Failure to
20 Provide Accurate, Itemized Wage Statements; and 6) Failure to Timely Pay Wages Due at
21 Separation.

22 17. On June 30, 2021, Plaintiff filed a Class Action Complaint, individually and on
23 behalf of all others similarly situated, in the Superior Court for the State of California, for the
24 County of Sacramento, alleging claims for: 1) Failure to Pay Minimum, Regular and Overtime
25 Wages; 2) Failure to Provide Meal Periods; 3) Failure to Authorize and Permit Rest Periods; 4)
26 Failure to Reimburse Business Expenses; 5) Failure to Provide Accurate Itemized Wage
27 Statements; 6) Failure to Timely Pay Wages Due at Separation; and 7) Violation of the Unfair
28 Competition Law.

1 18. On September 15, 2022, PowerSchool filed a motion to sever from the putative
2 class 197 non-exempt employees out of 430 (46% of the putative class) who had purportedly
3 signed arbitration agreements containing class, collective, and/or representative action waivers.

4 19. The Court denied PowerSchool's motion as premature but provided: "The
5 ruling is without prejudice to Defendant raising the issue again in the event the parties are
6 unable to resolve these issues on their own. Defendant's ability to raise this issue again is not
7 constrained to a motion for class certification."

8 20. On February 2, 2023, the Parties mediated with Hon. William McCurine, Jr.
9 Esq. After a full day of arms'-length negotiations, the matter was settled in principle. The
10 Parties negotiated all necessary terms and entered the Settlement Agreement presented for
11 preliminary approval.

12 21. On June 28, 2023, to effectuate the Settlement, Plaintiff filed a First Amended
13 Class Action Complaint and Representative Action Complaint ("FAC"), combining the causes
14 of action alleged in her prior PAGA Complaint and Class Complaint, and adding a cause of
15 action for Violation of the Fair Labor Standards Act. Attached hereto as **Exhibit 2** is a true and
16 correct copy of the First Amended Complaint ("FAC").

17 22. Plaintiff conducted sufficient investigation, through both informal and formal
18 discovery, to evaluate the strengths and weaknesses of her claims and PowerSchool's defenses.

19 23. Formal discovery included Requests for Production and Special Interrogatories
20 propounded by Plaintiff in late-2021, which were answered by PowerSchool in February 2022.

21 24. Before mediation, PowerSchool produced Plaintiff's personnel file, all
22 employee handbooks and relevant policies in effect during the putative class period,² all job
23 descriptions for non-exempt employees, exemplar wage statements from non-exempt
24 employees, random samples of corresponding time and pay records for twenty percent (20%)
25 of the putative class (with time records showing recorded start and end times of shifts and meal
26 periods), a chart displaying all expense reimbursements made to the putative class from April

27 _____
28 ² Policies produced included those related to work use of cell phones, meal and rest periods,
bonuses and overtime, and business expense reimbursements. Singer Decl., ¶27.

1 2017 through 2022 by category, including for “Cell Phone” use, and information regarding
2 PowerSchool’s payment of expense stipends to putative class members.

3 25. Plaintiff contends that PowerSchool’s policies applied equally to all California
4 non-exempt employees and covered the entire Class Period, though PowerSchool disputed that
5 policies were necessarily utilized uniformly across the putative class.

6 26. PowerSchool also provided, through November 30, 2022: the number of
7 putative class members (571), the number of employees terminated within the three-year
8 statute of limitations (189), the number of workweeks (39,914) and pay periods (21,503)
9 worked by California non-exempt employees, the number of non-exempt employees employed
10 during the PAGA Period (382), and the number of them terminated (145), the bi-monthly
11 PAGA pay periods (13,095), and information regarding meal and rest break premiums paid.

12 27. Plaintiff’s damages consultant analyzed the data and records produced,
13 determining an average hourly rate of pay of \$26.16 and an average workday of 7.4 hours.

14 28. Plaintiff contends PowerSchool required non-exempt employees to manually
15 enter the start and end times of their work and meal periods and did not provide an electronic
16 time clock to record these times exactly.

17 29. Plaintiff further contends PowerSchool required pre-approval to work overtime,
18 but would not approve necessary overtime when requested and would reprimand employees for
19 working overtime.

20 30. PowerSchool counterargues that it required its employees to accurately record
21 all time worked, strictly prohibited working off the clock, and instructed employees to report
22 any errors in their paychecks to supervisors; PowerSchool further argues that it did pay
23 overtime to the Class, belying Plaintiff’s claims.

24 31. Plaintiff contends that non-exempt PowerSchool employees earned annual
25 bonuses, denoted “Incentive Plan” on wage statements, which were paid to employees only if
26 they met certain objective criteria related to customer satisfaction, retention, and contract
27 renewal, but that these bonuses were not factored into employees’ regular rates of pay when
28 paying overtime wages and meal and rest premium wages.

1 32. Indeed, Plaintiff's wage statements show that she earned such an annual
2 "Incentive Plan" bonus on April 15, 2019 and on April 15, 2020; despite this, her Overtime pay
3 was paid at exactly 1.5 times her Regular pay rate and her "Meal Pay" was paid at exactly her
4 Regular pay rate. Attached hereto as **Exhibit 3** is a true and correct copy of Plaintiff Personnel
5 File Excerpts.

6 33. PowerSchool disputes Plaintiff's claims of regular rate violations.

7 34. Plaintiff contends PowerSchool did not provide a system for clocking in and out
8 for meal periods. Rather, Plaintiff contends, PowerSchool only required employees to report
9 whether they had taken meal periods in a computer system when they reported their hours
10 allegedly worked every week or every two weeks. Plaintiff further contends PowerSchool
11 discouraged employees from taking 30-minute, uninterrupted meal periods, and that job
12 demands meant these employees often worked through meal periods. Plaintiff also contends
13 PowerSchool did not authorize and permit required 10-minute rest periods because it did not
14 adequately inform employees of their right to them.

15 35. PowerSchool counterargues that it provided its non-exempt California
16 employees with a meal period of at least 30 minutes for every five hours worked, in addition to
17 other paid rest periods as required by California law.

18 36. Plaintiff contends she and other non-exempt employees reasonably used their
19 personal cell phones for work but were not adequately reimbursed, despite PowerSchool
20 knowing or having reason to know they incurred cell phone expenses.

21 37. Specifically, Plaintiff contends that when working in an office pre-pandemic,
22 although PowerSchool provided phones to use, employees needed to use their own personal
23 cell phones for calls when they were away from the office, and when working from home post-
24 pandemic, employees regularly used their personal cell phones for work.

25 38. PowerSchool disputes that it did not reimburse employees for reasonable and
26 necessary business expenses.

27 39. Plaintiff contends that PowerSchool's wage statements, for part of the Class
28 Period, did not include the complete entity name of "PowerSchool Group, LLC," instead

1 displaying only the name “PowerSchool.”

2 40. Beyond this, due to PowerSchool’s uniform pay and timekeeping practices,
3 Plaintiff contends incorrect total hours worked and wages earned are reflected in employees’
4 wage statements.

5 41. PowerSchool counters that the slight truncation of the employer name from
6 PowerSchool Group, LLC to PowerSchool does not violate Labor Code section 226(a). *See,*
7 *e.g., Perez v. DNC Parks & Resorts at Asilomar, Inc.* (E.D. Cal. Feb. 10, 2022) 2022 WL
8 411422, *8 (court “cannot take seriously any claim that [plaintiff] could have been confused
9 and injured by such a minor abbreviation of [her] employer’s name [from ‘DNC Parks &
10 Resorts at Tenaya, Inc.’ to ‘DNC P&R at Tenaya, Inc.’]). Finally, PowerSchool claims
11 purported wage statement deficiencies did not cause injury and were not knowing and
12 intentional, both of which are required to receive wage statement penalties. *Naranjo v.*
13 *Spectrum Sec. Servs., Inc.* (2022) 13 Cal. 5th 93, 118.

14 42. Plaintiff alleges she and other non-exempt employees were not timely paid all
15 final wages owed due to PowerSchool’s failure to pay minimum, overtime, and premium
16 wages earned.

17 43. PowerSchool counters that because Plaintiff’s underlying claims fail, so too will
18 her waiting time penalty claim. *See, e.g., Falk v. Children’s Hosp. Los Angeles* (2015) 237 Cal.
19 App. 4th 1454, 1468 (“waiting time penalty claims are derivative of the unpaid wages/overtime
20 and meal and rest period claims”). Further, PowerSchool contends it would not be held liable
21 for waiting time penalties even if held liable for the underlying wage claims because Plaintiff
22 cannot prove nonpayment was willful and at minimum it has a good faith defense. *See, e.g.,*
23 *Barnhill v. Robert Saunders & Co.* (1981) 125 Cal. App. 3d 1, 7 (“willful” under Section 203
24 means “intentionally failed or refused to perform an act which was required to be done”).

25 ///

26 ///

27 ///

28 ///

44. PowerSchool will pay a Gross Fund Value (“GFV”) of \$750,000—based on 39,914 Qualifying Workweeks worked by the putative class³—which includes all the following: (a) Settlement Administration Costs to Administrator Rust Consulting, Inc., (“Rust” or “Administrator”) of \$13,805, SA, ¶¶ 6(rr), 12; (b) Attorneys’ Fees up to \$250,000, one-third of the GFV and Costs not to exceed \$25,000, SA, ¶¶ 6(c), 10; (c) an FLSA Settlement Fund of \$25,000, SA, ¶ 6(s); (d) an Enhancement Payment of up to \$10,000 to Plaintiff, SA, ¶¶ 6(o), 11; and (e) a PAGA Fund of \$50,000 (\$37,500 to the LWDA (75%), and \$12,500 (25%) to Aggrieved Employees). SA, ¶¶ 6(bb), 13. The remainder, estimated at \$376,195, is the Class Settlement Fund. SA, ¶ 6(i). Plaintiff has consented in writing to the division of attorneys’ fees between D.Law, Inc. (33 1/3%) and Cohelan Khoury & Singer (66 2/3%).

45. Current actual itemized and anticipated future costs total \$19,549.80. Attached hereto as **Exhibit 4** is a true and correct copy of Itemized and Estimated Costs.

46. PowerSchool will pay the employer’s share of payroll taxes in addition to the GFV.

47. The Settlement does not provide for Class Settlement Fund or PAGA Fund to revert to Defendant under any circumstances, though uncashed checks from the FLSA Settlement Fund will be returned to PowerSchool, as the company will not receive an FLSA release as to those individuals.

48. The Class Settlement Fund (est. \$376,195) will be divided by the number of Qualifying Workweeks (approximately 39,914 at the time of the Parties’ mediation) to arrive at a value per Qualifying Workweek (est. \$9.43).

49. Each Class Member who does not opt out, or Settlement Class Member, will receive a pro rata share of the Class Settlement Fund based on the number of Qualifying Workweeks each worked during the Class Period.

50. Settlement Class members separated from PowerSchool’s employment as of the date of preliminary approval will have their Qualifying Workweeks adjusted upward using a

³ If Qualifying Workweeks exceed 43,905 (10% more than 39,914), PowerSchool will have the option to pay a proportional amount for the Qualifying Workweeks exceeding 43,905 or stop the Class Period at 43,905 Qualifying Workweeks. Singer Decl., ¶ 44; SA, ¶ 38.

multiplier of 1.2 to account for the release of claims under California Labor Code sections 201-203.

51. The average amount a Settlement Class Member will receive is estimated at \$658.83, if no one opts out (\$376,195 Class Settlement Fund/571 Class Members).

52. The \$25,000 FLSA Settlement Fund will be divided by the total number of Qualifying Workweeks in the FLSA Period to arrive at a value per Qualifying Workweek.

53. Each Collective Member will receive a check for a pro rata portion of the FLSA Settlement Fund based on the number of Qualifying Workweeks each worked during the FLSA Period.

54. As noted above, uncashed checks from the FLSA Settlement Fund will have their amounts returned to Defendant, as the company will not have an FLSA release effectuated as to those individuals.

55. The \$12,500 PAGA Settlement Fund will be divided by the total number of Qualifying Workweeks worked during the PAGA Period to arrive at a value per Qualifying Workweek for each eligible PAGA Group Member. The value per Qualifying Workweek shall be multiplied by the number of Qualifying Workweeks worked by each PAGA Group Member during the PAGA Period. PAGA Group Members cannot opt out of receiving their portion of the PAGA Settlement Fund.

56. Each Individual Settlement Share⁴ will be allocated 25% to wages (reported on an IRS Form W-2) and 75% to penalties and interest (reported on an IRS Form-1099).

57. "Released Claims" means the Released Class Claims, the Released PAGA Claims, and the Released FLSA Claims.

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⁴ "Individual Settlement Share" means the pro rata share of the Net Settlement Fund that a Class Member or Settlement Collective Member may be eligible to receive under the Agreement, to be calculated in accordance with Paragraphs 14(a) and (c) of the Settlement Agreement. "Net Settlement Fund" means the portion of the Gross Fund Value that is available for distribution to Settlement Class Members or Settlement Collective Members, which is the Gross Fund Value less the PAGA Fund, court-approved attorneys' fees and costs, settlement administration costs, and the court-approved Enhancement Payment. SA, ¶6(w), (y).

1 58. Released Class Claims means any and all wage and hour claims that were
2 pleaded or could have been pleaded, based on, or which arise out of the facts alleged in the
3 Operative Complaint in the Action, arising during the Class Period. This includes known and
4 unknown claims arising under California Labor Code sections 201-203, 204, 210, 218.5, 218.6,
5 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2802, the
6 applicable IWC Wage Order(s), the California Unfair Competition Law, California Business
7 and Professions Code section 17200 *et seq.*, as well as all claims arising under the listed Labor
8 Code statutes based on the primary rights of those statutes, irrespective of the theory of
9 recovery alleged.

10 59. Released PAGA Claims means all claims under the California Private Attorneys
11 General Act of 2004 (“PAGA”) alleged in the Operative Complaint or claims that could have
12 been alleged based on the facts pertaining to Plaintiff and the PAGA Group Members, arising
13 during the PAGA Period. This includes, but is not limited to PAGA claims based on California
14 Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174,
15 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and the applicable IWC Wage Order(s), as
16 well as all claims arising under the listed Labor Code statutes based on the primary rights of
17 those statutes, irrespective of the theory of recovery alleged. It is understood that PAGA Group
18 Members will not have the opportunity to opt out of, or object to, the Released PAGA Claims.
19 Further, the PAGA Group Members are bound by the Released PAGA Claims regardless of
20 whether they cash and/or otherwise negotiate their Individual PAGA Payment.

21 60. Released FLSA Claims means all wage and hour claims under the Fair Labor
22 Standards Act, 29 U.S.C. sections 201, *et seq.* of whatever kind or nature, whether known or
23 unknown, contingent or accrued, under any legal theory that was or reasonably could have
24 been brought based on the facts alleged in any version of the complaints filed in the Action
25 pertaining to Plaintiff and the Collective Members.

26 61. Upon the Effective Date and distribution of Individual Settlement Payments,
27 Settlement Class Members will have their class claims released. Similarly, upon the Effective
28 Date and distribution of Individual Settlement Payments, Settlement Collective Members who

1 participate in the settlement by timely cashing, depositing, or otherwise negotiating their
2 Individual Settlement Payment will have their FLSA Claims released. Finally, upon the
3 Effective Date and distribution of Individual PAGA Payments, PAGA Group Members will
4 have their PAGA Claims released.

5 62. All Parties have agreed to the proposed language of the Class Notice.

6 63. Within fourteen (14) calendar days of Preliminary Approval, Defendant will
7 provide the Class List to Rust.

8 64. Within fourteen (14) calendar days after receiving the Class List, Rust will
9 search the National Change of Address Database to update and correct addresses, and will mail
10 a Preliminary Approval Notice in English to all Class Members via First-Class U.S. Mail.

11 65. For Notices returned as undeliverable, Rust will skip-trace search for an
12 alternate address and re-mail the Notice within five (5) calendar days.

13 66. In the event that a Preliminary Approval Notice is re-mailed to a Class Member,
14 the Response Deadline for that Class Member shall be the extended by fifteen (15) calendar
15 days.

16 67. The Notice will be in English only, as English language fluency is a necessary
17 job qualification for all Class Members and it is the sole language in which Defendant
18 communicates with its California employees, as evidenced by its English-language handbook
19 provided to Plaintiff, and by its English-language website job listings in California.

20 68. Mail with skip tracing is determined to be the best means to reach the most
21 possible Class Members, as a number of them are former employees with e-mail addresses that
22 are not verifiable.

23 69. The Class Notice informs all Class Members about the claims, the terms of the
24 Settlement, the releases, the anticipated distribution, the amount of fees and expenses being
25 requested by Class Counsel, the amount of the Enhancement Payment being requested by
26 Plaintiff, and it explains how Class Members can dispute Workweeks, object to the Settlement,
27 and request exclusion from the Settlement, as well as the timeline for doing so.

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1 70. Further, the Class Notice will include the date and place of the final approval
2 hearing, as well as information regarding how Class Members may access the proceedings
3 remotely.

4 71. All settlement checks mailed out will expire after one hundred eighty (180)
5 days.

6 72. The total amount of expired checks (with the exception of the FLSA checks)
7 will escheat to the State of California's Controller, to be held in the name of each expired
8 check payee, pursuant to applicable unclaimed property laws. The Parties agree that this
9 disposition results in no "unpaid residue" under California Civil Procedure Code section 384.

10 73. In deciding whether to approve a proposed class action settlement the Court
11 must find a proposed settlement is "fair, adequate and reasonable." *Dunk v. Ford Motor Co.*
12 (1996) 48 Cal.App.4th 1794, 1801. A proposed settlement is presumed fair where: (1) parties
13 settle after extensive arms'-length negotiations; (2) sufficient investigation and discovery allow
14 counsel and the Court to act intelligently; (3) counsel is experienced; and, (4) the percentage of
15 objectors is small. *Dunk*, 48 Cal.App.4th at p. 1802. Here, the first three factors are met, as
16 explained below.

17 74. The fourth *Dunk* factor cannot be known until Class notice and response. Thus,
18 the Settlement is presumptively fair.

19 75. The Settlement was reached through arm's-length negotiations facilitated by the
20 Honorable William McCurine Jr., Esq., a retired judge and an experienced and respected
21 mediator. Though cordial and professional, negotiations were at all times adversarial and non-
22 collusive.

23 76. Plaintiff's Counsel investigated all claims and defenses before filing this action.
24 When the Parties agreed to mediation, Plaintiff requested, and Defendant produced, all data
25 and documents needed to assess liability and calculate Class-wide damages.

26 77. Proof of wage and hour class claims is based, at any stage, mostly on written
27 policies and pay records. Plaintiff's counsel obtained those records, and a data consultant
28 analyzed them and prepared a damage model before a settlement was negotiated.

1 78. Plaintiff's Counsel have significant experience in wage and hour class actions.

2 79. This allowed Counsel to compare settlement with the risks of further litigation,
3 including trial and appeals. Defense counsel, Coby M. Turner, Sophia Kwan, Yoon-Woo Nam,
4 and Daniel Whang of Seyfarth Shaw LLP, are experienced wage and hour class action
5 litigators who defended PowerSchool vigorously, including through mediation and negotiation
6 of all settlement terms.

7 80. Experienced counsel believes the Settlement is fair, reasonable, and in the
8 Class' best interest in light of the monetary recovery; risks of non-certification, summary
9 adjudication, or that many putative class members would be excluded from the class because
10 they signed arbitration agreements; establishing damages; and uncertainty of appeals.

11 81. The view of the attorneys actively conducting the litigation "is entitled to
12 significant weight" in settlement approval. *Fisher Bros. v. Cambridge Lee Industries, Inc.*
13 (E.D. Pa. 1985) 630 F.Supp. 482, 488. Because the Settlement satisfies the three *Dunk*
14 requirements, it should be presumed fair, adequate, and reasonable, and be preliminarily
15 approved.

16 82. Here, Class Counsel relied on class demographics, a review of PowerSchool's
17 written policies and materials relevant to Plaintiff's claims, a twenty percent (20%) sample of
18 class member time and pay records, and information provided by Plaintiff. Plaintiff's data
19 consultant analyzed voluminous data and documents, and calculated Class-wide damages
20 through November 22, 2022.

21 83. Calculations of the potential maximum value for each claim follow, along with
22 rational discounts explained by Counsel

23 84. Class Counsel particularly considered that if PowerSchool were to prevail on a
24 renewed motion to sever from the putative class all those who signed arbitration agreements,
25 the Class would be reduced by 46%, and the class workweeks upon which damages were based
26 would be **nearly cut in half**. See, e.g., *Tan v. GrubHub, Inc.* (N.D. Cal. July 19, 2016) 2016
27 U.S. Dist. LEXIS 186342, at *3-4, 16 (explaining a non-signatory lead plaintiff could not make
28 procedural arguments on behalf of signatory members; denying certification).

85. Class Counsel also considered that some of Plaintiff's claims would be difficult to certify, prove and manage at trial, including her primary off-the-clock overtime wages claim, given that Counsel would have to reliably survey nearly 600 non-exempt employees in various positions about their unrecorded work time and devise a way to present this evidence at trial. *See, e.g. Tavares v. Cargill, Inc.* (E.D.Cal. Oct. 10, 2023) 2023 U.S.Dist.LEXIS 182865, at *26-27 (denying certification of off-the-clock claim for approximately 4,000 non-exempt employees because it would require "a myriad of individualized inquiries"); *see also Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 775 (finding trial court did not abuse its discretion in striking a PAGA claim it deemed unmanageable); *but see Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 731 (finding error in striking a PAGA claim as unmanageable, reasoning manageability requirement does not apply to PAGA claims).

86. **Off-the-Clock Minimum and Overtime Wages—Labor Code §§ 1194, 510:** Each minute of off-the-clock work per workweek that could be proven would constitute approximately \$0.43 owed per regular minute (\$26.16/60 minutes) or \$0.65 per overtime minute (\$26.16 x 1.5/60 minutes). Because Plaintiff alleged she and others were discouraged from reporting overtime worked, Plaintiff calculated potential damages using the \$0.65 per minute rate. Assuming off-the-clock work occurred each week during the class period, damages would be \$25,944 per overtime minute worked off-the-clock per workweek (\$0.65 per overtime minute x one minute per 39,914 class workweeks). If each employee worked one half-hour of overtime off-the-clock per workweek, maximum damages would be approximately \$778,320 (\$25,944 per minute x 30 minutes). Given PowerSchool's defenses and risks of proceeding, discussed supra, Plaintiff believed the value of this claim to be no more than 25% of the maximum, or \$194,580.

87. **Regular Rate Wages—Labor Code §§ 510, 246, 226.7:** Plaintiff contends that her consultant determined, by reviewing pay records from PowerSchool for 20% of the putative Class, that PowerSchool did not include "Incentive Plan" bonuses in the regular rate of pay, leading to underpaid overtime wages of \$3,001 and underpaid meal period premium

1 wages of \$669. Extrapolating to 100 percent of the putative class, these figures are \$15,005 for
2 overtime wages and \$3,345 for meal period premium wages, or \$18,350. Given PowerSchool's
3 defenses and risks of proceeding, discussed supra, Plaintiff believed the realistic value was no
4 more than 50% of this value, or \$9,175.

5 **88. Meal and Rest Period Premium Wages—Labor Code §§ 512, 226.7:**
6 Because Plaintiffs' theory for meal and rest period violations is that these breaks were non-
7 compliant because they were interrupted, Plaintiff's consultant calculated meal and rest
8 premium wages that would be owed based on assumptions, not time records. Assuming one
9 violation per workweek for each type, the consultant found this would equal \$1,004,150 for
10 each (\$26.16 x 39,914 workweeks), or \$2,008,300 in total. Given PowerSchool's defenses and
11 risks of proceeding, discussed supra, Plaintiff believed the realistic value was no more than
12 15% of this value, or **\$301,245**.

13 **89. Cell Phone Reimbursement—Labor Code § 2802:** Assuming \$20 was owed
14 per month in cell phone reimbursement to each putative class member, PowerSchool would
15 have owed \$183,520 to the putative class (\$20 x 9,176 months [39,914 workweeks/4.35
16 workweeks per month]). Given PowerSchool's defenses and risks of proceeding, discussed
17 supra, Plaintiff believed the realistic value was no more than 15% of this value, or **\$27,528**.

18 **90. Wage Statements—Labor Code § 226:** Plaintiff's consultant calculated
19 maximum wage statement penalties for the one-year statutory period, assuming each pay
20 period was violative, as \$1,290,400 (13,095 pay periods for 382 employees → 382 initial pay
21 periods x \$50 + 12,713 subsequent pay periods x \$100). Given PowerSchool's defenses and
22 risks of proceeding, discussed supra, Plaintiff believed the realistic value was no more than
23 10% of this value, or **\$129,040**.⁵

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25 _____
26 ⁵ Plaintiff also brought the wage statement derivatively. Given the arguments against the
27 underlying wage claims, and given that Plaintiff would have to prove any of these wage
28 statement violations were knowing and intentional, Plaintiff does not believe the value of this
claim exceeds the value listed for the direct wage statement claim, so makes no separate
calculation. Singer Decl., ¶86.

1 91. **Final Wages—Labor Code § 203:** Multiplying the number of former
2 employees during the Labor Code section 203 statutory period by thirty days’ pay yields
3 maximum exposure of \$1,097,621 (189 former employees x 7.4 hour average shift length x
4 \$26.16 average hourly rate of pay x 30 days). Given PowerSchool’s defenses and risks of
5 proceeding, discussed supra, Plaintiff believed the realistic value was no more than 10% of this
6 value, or \$109,762.

7 92. “PAGA penalties are paid 75% to the California Labor and Workforce
8 Development Agency and 25% to aggrieved employees. Thus, in wage and hour class action
9 cases that settle, [] very little of the total settlement is paid to PAGA penalties in order to
10 maximize payments to class members.” *Magadia v. Wal-Mart Assocs.* (2019) 384 F. Supp. 3d
11 1058, 1101; *Mejia v. Walgreen Co.* (E.D. Cal. Mar. 24, 2021) 2020 U.S. Dist. LEXIS 220685,
12 *26 (“courts frequently approve settlements...that minimize the total amount of the settlement
13 that is paid to PAGA penalties in order to maximize payments to class members.”).

14 93. Based on PowerSchool’s data, there were an estimated 13,095 bi-monthly pay
15 periods from the start of the PAGA period, February 20, 2020, through November 22, 2022.

16 94. Using initial violation rates, maximum penalties were estimated at \$7,216,750
17 for seven violations: Section 1194 (minimum wages) – \$1,309,500 (13,095 x \$100); Section
18 510 (overtime wages) – \$1,309,500; Sections 512, 226.7 (meal periods) – \$1,309,500; Section
19 226.7 (rest periods) – \$1,309,500; Section 2802 (expense reimbursements) – \$654,750
20 (assuming reimbursement owed monthly, \$1,309,500/2); Section 226 (wage statements) –
21 \$1,309,500; Section 203 (waiting time) – \$14,500 (estimated 145 former employees, penalties
22 at \$100 per pay period).

23 95. However, “California Law is unsettled as to whether PAGA penalties may be
24 stacked” and “in the absence of binding appellate decision on this issue, courts have gone in
25 different directions.” *Merante v. Am. Inst. for Foreign Study, Inc.* (N.D. Cal. July 25, 2022)
26 2022 U.S. Dist. LEXIS 131833, at *18 (“Merante”). Assuming PAGA penalties cannot be
27 stacked, the maximum penalties are reduced to \$1,309,500 (13,095 x \$100). Thus, the PAGA
28 Fund represents between 0.7% (\$50,000/\$7,216,750) and 3.8% (\$50,000/\$1,309,500) of the

1 potential maximum value.

2 96. Maximum realistic exposure was discounted to 10% of the unstacked penalties,
3 or **\$130,950**. Even if the PAGA claims were viable and not stricken as unmanageable, there
4 were risks Plaintiff would not prove the underlying violations, and even if proven, that the
5 Court would reduce penalties, as long as not to “zero.” *Thurman v. Bayshore Transit*
6 *Management, Inc.* (2012) 203 Cal. App. 4th 1112, 1135; *Carrington v. Starbucks Corp.* (2018)
7 30 Cal. App. 5th 504, 517 (Plaintiff requested “nearly \$70 million in penalties,” trial court’s
8 \$150,000 award upheld on appeal).

9 97. The \$50,000 PAGA Fund will be paid \$37,500 (75%) to the LWDA, and
10 \$12,500 (25%) to Aggrieved Employees.

11 98. The \$50,000 PAGA Fund, which represents 6.7% of the GFV
12 (\$50,000/\$750,000), is well within the range of allocations approved by California courts. *In*
13 *Re Nordstrom Commission Cases* (2010) 186 Cal. App. 4th 576, 589 (no abuse of discretion
14 approving settlement attributing \$0 to PAGA.); *Alcala v. Meyer Logistics, Inc.* (C.D. Cal. June
15 17, 2019) 2019 LEXIS 166879, *26 (PAGA penalties 1.25% of settlement “falls within the
16 zero to two percent range for PAGA claims approved by courts”).

17 99. Further, the percentage of maximum exposure achieved by the PAGA Fund is in
18 line with those accepted by other California district courts. *See, e.g. Merante*, at *18-28
19 (finding PAGA settlement amount “between .27% and 2% of the maximum PAGA liability”
20 reasonable in light of “significant risks”).

21 100. Finally, the Motion and exhibits were provided to the LWDA on the date filed.
22 Attached hereto as **Exhibit 5** is a true and correct copy of the LWDA Confirmation of Receipt.

23 101. Class Counsel seek attorneys’ fees up to \$250,000, representing one-third of the
24 Gross Fund Value. This request is reasonable and should be granted.

25 102. Courts often award fees equaling one-third of the gross recovery in class action
26 settlements. “[R]egardless whether the percentage method or the lodestar method is used, fee
27 awards in class actions average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162
28 Cal.App.4th 43, 66, n. 11 (2008); *see e.g., Laffitte*, 1 Cal. 5th at 485-87 (affirming trial court’s

granting of a fee request for one-third of a \$19 million settlement). Indeed, Class Counsel have been awarded one-third of the common fund in numerous class action and PAGA actions.

103. Since 2019, Cohelan Khoury & Singer has been awarded one-third of a common fund, in the following class and representative action settlements:

a) *Gutierrez v. Southern Counties Oil*, San Diego County Superior Court, Case No. 2017-00040850 (Hon. Ronald F. Frazier – approving attorneys’ fees of 33-1/3% of \$1,912,500 settlement in a pre-certification wage and *hour* class action).

b) *Lawson v. Staples*, Los Angeles County Superior Court, Case No. BC542237 (Hon. Kenneth R. Freeman – approving attorneys’ fees of 33-1/3% of \$175,000 settlement in a pre-certification wage and hour class action).

c) *Hanson v. Leisure Sports, Inc.*, Contra Costa County Superior Court, Case No. MSC17-00078 (Hon. Edward G. Weil – approving attorneys’ fees of 33-1/3% of \$600,000 settlement in a pre-certification wage and hour class action).

d) *Horton v. Neostrata Company Inc., et al.*, USDC Southern District of California, Case No. 16-CV-2189 JLB (Hon. Anthony J. Battaglia – approving attorneys’ fees of 33-1/3% of \$355,000 settlement in a pre-certification wage and hour class action).

e) *Schaffer v. Rady Children’s Hospital – San Diego, et al.*, San Diego County Superior Court, Case No. 2015-00022978 (Hon. Joel R. Wohlfeil – approving attorneys’ fees of 33-1/3% of \$12,500,000 settlement in a certified wage and hour class action).

f) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838 (Hon. Glenda Sanders – approving attorneys’ fees of 33-1/3% of \$175,000 settlement in a PAGA action).

g) *Redin v. Accountabilities Professional Group, Et al.*, Orange County Superior Court, Case No. 2017-00929734 (Hon. Glenda Sanders –attorneys’ fees of 33-1/3% of \$255,000 settlement in Class action).

h) *White v. Sacramento Regional Transit District*, Sacramento County Superior Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys’ fees of 33-1/3% of \$385,000 settlement in Class action).

i) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-2018-00997260 (Hon. Randall J. Sherman –attorneys’ fees of 33-1/3% of \$1,485,000 settlement in Class action).

j) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00051577 (Hon. Joel R. Wohlfeil –attorneys’ fees of 33-1/3% of \$650,000 settlement in Class and Representative action).

k) *Santos, et al. v. National General Management Corp.*, San Bernardino County Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys’ fees of 33-1/3% of \$680,000 settlement in PAGA action).

l) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel – approving attorneys’ fees of 33-1/3% of \$900,000 settlement in a pre-certification wage and

hour class action).

m) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys’ fees of 33-1/3% of \$700,000 settlement in a pre-certification wage and hour class action).

n) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599 (Hon. Patricia M. Lucas – approving attorneys’ fees of 33-1/3% of \$2,000,000 settlement in a pre-certification wage and hour class action).

o) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys’ fees of 33-1/3% of \$458,991 settlement in a pre-certification wage and hour class action).

p) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00044561 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$1,500,000 settlement in Class and Representative action).

q) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case No. 37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-1/3% of \$600,000 settlement in Class and Representative action).

104. Class Counsel will provide their time records at final approval.

105. Plaintiff also executed a general release in conjunction with the Settlement.

106. This enhancement payment comports with others awarded by California district courts, and those obtained by Class Counsel, under similar circumstances. **District Court cases:** *Dakota Med., Inc. v. RehabCare Grp., Inc.* (E.D.Cal. Sep. 20, 2017, No. 1:14-cv-02081-DAD-BAM) 2017 U.S.Dist.LEXIS 154458, at *37-38 (\$15,000 incentive award, where sixty to seventy hours worked on case; class support for award; relatively high payments to other class members averaging \$1,300; despite “little associational or reputational risk” to Plaintiff); *Connelly v. Starbucks Corp.* (E.D.Cal. Sep. 28, 2023, No. 1:21-cv-00746-SAB) 2023 U.S.Dist.LEXIS 175711, at *35 (granting an “incentive and release payment of \$10,000” to the plaintiff from a \$242,000 class action settlement in recognition work performed and release given); *Overton v. Hat World, Inc.* (E.D.Cal. Oct. 3, 2012, No. 2:11-CV-01645-LKK-KJN) 2012 U.S.Dist.LEXIS 144116, at *9 (finding \$10,000 Service Enhancement for a plaintiff for work performed and general release given). **Superior Court cases of Class Counsel:** *Arellano v. Container Connection*, Los Angeles County Superior Court, Case No. BC500675 (2018) (Hon. Ann I. Jones – approving enhancement awards to each Plaintiff of \$15,000 from a gross settlement amount of \$1,625,000 in a certified wage and hour class action); *Klein v. Loomis*,

1 San Bernardino Superior Court, Case No. CIVDS1704547 (2018) (Hon. David Cohn –
2 approving enhancement award to Plaintiff of \$10,000 from a gross settlement amount of
3 \$1,014,000 in a pre-certification wage and hour class action); *Jimenez v. Reyes Holdings, LLC*,
4 *et al.*, San Diego County Superior Court, Case No. 37-2019-00051577 (2021) (Hon. Joel R.
5 Wohfeil – approving enhancement award to Plaintiff of \$10,000 from a gross settlement
6 amount of \$650,000 in a pre-certification wage and hour class action and PAGA action).

7 107. Thus, this Court should award Plaintiff \$10,000 in recognition of her service to
8 the Class and general release.

9 108. Here, the Class of all non-exempt employees employed by PowerSchool during
10 the Class Period is ascertainable from PowerSchool’s records, and is so numerous joinder
11 would be impracticable, at 571 Members.

12 109. Here too, the same written policies applied to the entire putative Class, and the
13 following common questions, among others, predominate: whether PowerSchool’s
14 timekeeping system was adequate to ensure time worked and meal periods were precisely
15 recorded and paid; whether PowerSchool’s requirement that meal periods be recorded before
16 time records were considered complete coerced class members to record compliant meal
17 periods even if they were not taken or were interrupted; whether PowerSchool requiring pre-
18 approval for overtime resulted in class members working unapproved and unpaid overtime;
19 whether PowerSchool failed to include Incentive Plan bonuses in the regular rate of pay for
20 overtime and meal period premiums; whether wage statements bearing the name
21 “PowerSchool” adequately identified the employer under Labor Code section 226; and so on.

22 110. Plaintiff’s claims are typical because she was a non-exempt employee subject to
23 the same written policies as the putative class and because she suffered the violations.

24 111. Plaintiff can and will continue to protect the interests of the Class. Plaintiff
25 accepted the risks of serving as a class representative, spent significant time assisting in the
26 prosecution of the action, and placed the interest of the class above her own.

27 112. Plaintiff’s attorneys are qualified to conduct the litigation and Plaintiff’s
28 interests are not adverse to the interest of the Class.

1 I declare under the penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct and this declaration is executed on December 12, 2023 in San
3 Diego, California.

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6 Michael D. Singer
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EXHIBIT 1

STIPULATION OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION**SETTLEMENT**

This Joint Stipulation of Class, Representative (“PAGA”), and Collective Action Settlement (“Agreement” or “Settlement”) is made and entered into by and between Plaintiff Bethany A. Butler (“Plaintiff” or “Class Representative”), on behalf of all other similarly situated Class Members, PAGA Group Members (as defined herein), Collective Members, and Defendant PowerSchool Group, LLC (“Defendant”) (collectively with Plaintiff, the “Parties”).

This Settlement shall be binding on Plaintiff and Settlement Class Members, PAGA Group Members, and Settlement Collective Members, and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. Allegations in Complaint. On April 26, 2021, Plaintiff filed a Representative Action Complaint under the Private Attorneys General Act, 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.

2. Defendant denies all material allegations set forth in the Action, defined below, and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and the Released Claims.

3. Class Counsel in the Action diligently investigated the claims of the proposed Class

Members, PAGA Group Members, and Collective Members against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of numerous corporate policies and practices.

4. On February 2, 2023, the Parties participated in mediation with the Honorable William McCurine, Jr. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator, reached the settlement that is memorialized herein. At all times, the settlement discussions were conducted at arm’s-length. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

5. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

6. The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement will also be effective:

a. “Action” refers, to the lawsuit entitled, *Bethany A. Butler, on behalf of herself and similarly situated employees v. PowerSchool Group LLC, a Delaware Corporation; and DOES 1 through 10, inclusive*, Case No. 34-2021-00303458, pending in the Superior Court for the State of California, County of Sacramento. Plaintiff has agreed to dismiss without prejudice her PAGA action entitled, *Bethany A. Butler, on behalf of herself and all other aggrieved employees v. PowerSchool Group LLC, a Delaware Corporation; and DOES 1 through 10, inclusive*, Case No. 34-2021-00299363, for the purpose of having the Settlement filed in one combined action. Defendant will stipulate to the dismissal of the separate PAGA action and the filing of an amended complaint adding the PAGA claim and claims under the Fair Labor Standards Act (“FLSA”).

b. “Agreement” or “Settlement” means the settlement and resolution of the Released Claims.

c. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all actual costs incurred and to be incurred by Class Counsel in the Actions, as set forth in Paragraph 10 below.

d. “Class Counsel” or “Plaintiff’s Counsel” mean Cohelan Khoury & Singer and Davtyan Law Firm, Inc.

e. “Class List” means a complete, confidential list containing names, employee ID numbers, last known address, number of workweeks worked during the Class Period, FLSA Period, and PAGA Period, and, Social Security Numbers to facilitate the administration of the settlement and provided confidentially to the Settlement Administrator.

f. “Class Member(s)” means all non-exempt employees who have been employed by Defendant in California at any time during the Class Period.

g. “Class Period” means the time period from June 30, 2017, through the date of preliminary approval, or thirty (30) days after Plaintiff files her motion for preliminary approval, whichever is sooner.

h. “Class Representative” or “Plaintiff” means Bethany A. Butler.

i. “Class Settlement Fund” means the Gross Fund Value, less the PAGA Fund, FLSA Settlement Fund, court-approved attorneys’ fees and costs, settlement administration costs, and any Enhancement Payment, as may be approved by the Court.

j. “Court” means the Superior Court of the State of California for the County of Sacramento.

k. “Collective Members” or “Collective” means all non-exempt employees who have been employed by Defendant anywhere in California during the FLSA Period.

l. “Defendant” means PowerSchool Group LLC.

m. “Defendant’s Counsel” means Coby Turner, Daniel Whang, Sophia Kwan, and Yoon-Woo Nam of Seyfarth Shaw LLP.

n. “Effective Date” means the date the Court enters a Final Approval Order and

Judgment and the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court or other court in California assuming jurisdiction of this matter, or, (ii) if a petition for review filed, the date of denial of the petition, or the date the Court's Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Court's Judgment. If a timely and proper objection to the Settlement is filed (including an objection from the California Labor & Workforce Development Agency ("LWDA")), "Effective Date" shall be the later of: (a) the date on which the time for all appeals relating to objections to the Settlement and the Final Approval Order and Judgment has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the judgment) or affirming the judgment. Provided, however, if the LWDA has commenced an investigation or issued a Citation prior to the Effective Date, as determined under the foregoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the Settlement, the date when the LWDA's objection to the Settlement is resolved and no longer appealable.

o. "Enhancement Payment" means the amount to be paid to Plaintiff in recognition of her effort and work in prosecuting the Actions on behalf of Class Members, PAGA Group Members, and Collective Members, and in exchange for a general release, as set forth in Paragraph 11 below.

p. "Final Approval" means the determination by the Court that the settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

q. "Final Approval Hearing" means the hearing at which the Court will consider and determine whether the settlement should be granted Final Approval.

r. "FLSA Period" means the time period from June 30, 2018, through the date of preliminary approval, or thirty (30) days after Plaintiff files her motion for preliminary approval, whichever is sooner.

s. "FLSA Settlement Fund" means the amount of the Settlement allocated for payment to Settlement Class Members for settlement and release of claims under the FLSA. The FLSA Settlement Fund shall not exceed Twenty-Five Thousand Dollars (\$25,000). The FLSA Settlement Fund

shall be paid out of the Gross Fund Value. Any checks issued out of the FLSA Settlement Fund that are cancelled due to a failure to deposit or cash the check within one hundred and eighty (180) days shall be returned to PowerSchool, as no FLSA release will be effectuated as to those individuals.

t. “Gross Fund Value” means the amount of seven hundred and fifty thousand dollars and zero cents (\$750,000.00) that Defendant will pay under the Settlement Agreement. The Gross Fund Value shall include all payments to Class Members, PAGA Group Members, Settlement Collective Members, Settlement Administrator Costs, attorneys’ fees and costs, the Enhancement Payment for Plaintiff. The Class Settlement Fund, the PAGA Fund, the FLSA Settlement Fund shall all come out of the Gross Fund Value. In no event shall Defendant have to contribute monies in excess of the Gross Fund Value, except for the employer share of any payroll taxes.

u. “Individual PAGA Payment” means the amount payable to each PAGA Group Member from the 25% portion of the PAGA Fund that is allocated to PAGA Group Members as provided in Paragraph 14(b).

v. “Individual Settlement Payment” means the net payment of each Settlement Class Member or Settlement Collective Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 27 below.

w. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Fund that a Class Member or Settlement Collective Member may be eligible to receive under the Agreement, to be calculated in accordance with Paragraph 14(a),(c).

x. “LWDA Payment” means the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) as set forth in Paragraph 13.

y. “Net Settlement Fund” means the portion of the Gross Fund Value that is available for distribution to Settlement Class Members or Settlement Collective Members, which is the Gross Fund Value less the PAGA Fund, court-approved attorneys’ fees and costs, settlement administration costs, and the court-approved Enhancement Payment.

z. “Notice of Objection” means a Settlement Class Member’s valid and timely written objection to the Settlement, which must be in writing and include: (a) the case name and number

1 of the Action; (b) the objecter's full name, signature, address, and telephone number, and the last four
2 digits of their Social Security number, (c) a written statement of all grounds for the objection
3 accompanied by any legal support for such objection, (d) copies of any papers, briefs, or other
4 documents upon which the objection is based; and (e) be returned by mail to the Settlement
5 Administrator at the specified address, postmarked on or before the Response Deadline. The date of the
6 postmark on the return mailing envelope on the submission will be the exclusive means to determine
7 whether a Request for Exclusion has been timely submitted. For the avoidance of doubt, only Settlement
8 Class Members have standing to file a Notice of Objection as to the Settlement.

9 aa. "Operative Complaint" means the First Amended Class Action Complaint in this
10 Action filed in the Superior Court of California for the County of Sacramento. Plaintiff will file an
11 amended complaint in her class action (Case No. 34-2021-00303458) alleging FLSA claims and her
12 PAGA claim on or before the date of filing her motion for Preliminary Approval.

13 bb. "PAGA Fund, LWDA Payment, and/or PAGA Settlement Fund" means the
14 amount of the Settlement allocated for payment to PAGA Group Members for settlement and release of
15 claims under the PAGA. The PAGA Fund shall not exceed Fifty-Thousand Dollars (\$50,000), unless
16 otherwise ordered by the Court. Class Counsel shall request that the Court approve a payment to the
17 LWDA not to exceed Seventy-Five percent (75%) of the PAGA Fund ("LWDA Payment") and that the
18 remaining Twenty-Five percent (25%) of the PAGA Fund be distributed to the PAGA Group Members
19 ("PAGA Settlement Fund"). The PAGA Fund, LWDA Payment, and PAGA Settlement Fund shall be
20 paid out of the Gross Fund Value.

21 cc. "PAGA Group Members" or "PAGA Group" means all non-exempt California
22 employees of Defendant at any time during the PAGA Period.

23 dd. "PAGA Period" means the time period from February 20, 2020, through the date
24 of preliminary approval, or thirty (30) days after Plaintiff files her motion for preliminary approval,
25 whichever is sooner.

26 ee. "PAGA Settlement" means the settlement and resolution of the Released PAGA
27 Claims.

28 ff. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either

1 Plaintiff or Defendant.

2 gg. “Preliminary Approval” means entry of the Court’s order granting preliminary
3 approval of the Agreement.

4 hh. “Preliminary Approval Notice” means the Notice of Preliminary Approval of Class
5 Action Settlement, substantially in the form attached as “**Exhibit A.**”

6 ii. “Qualifying Workweeks” means any workweeks worked during the Class Period,
7 PAGA Period, and/or FLSA Period by Settlement Class Members, PAGA Group Members, or
8 Settlement Collective Members, except for those workweeks that are subject to the binding release in
9 the matter of *Ayyad v. PowerSchool Group LLC*, Case No. 34-2022000316882-CU-OE-GDS
10 (Sacramento Superior Court). Partial Qualifying Workweeks will be counted as full Qualifying
11 Workweeks.

12 jj. “Released Claims” means the Released Class Claims, the Released PAGA
13 Claims, and the Released FLSA Claims.

14 kk. “Released Class Claims” means any and all wage and hour claims that were pleaded
15 or could have been pleaded, based on, or which arise out of the facts alleged in the Operative Complaint
16 in the Action, arising during the Class Period. This includes known and unknown claims arising under
17 California Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174,
18 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2802, the applicable IWC Wage Order(s), the California
19 Unfair Competition Law, California Business and Professions Code section 17200 *et seq.*, as well as all
20 claims arising under the listed Labor Code statutes based on the primary rights of those statutes,
21 irrespective of the theory of recovery alleged.

22 ll. “Released PAGA Claims” means all claims under the California Private Attorneys
23 General Act of 2004 (“PAGA”) alleged in the Operative Complaint or claims that could have been alleged
24 based on the facts pertaining to Plaintiff and the PAGA Group Members, arising during the PAGA Period.
25 This includes, but is not limited to PAGA claims based on California Labor Code sections 201-203, 204,
26 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198,
27 2802, and the applicable IWC Wage Order(s), as well as all claims arising under the listed Labor Code
28 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 Claims regardless of whether they cash and/or otherwise negotiate their Individual PAGA Payment.

mm. “Released FLSA Claims” means all wage and hour claims under the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory that was or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Action pertaining to Plaintiff and the Collective Members.

nn. “Released Parties” means Defendant and all of its 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.

oo. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion should: (a) contain the case name and number of the Action, (b) be signed by the Class Member, (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion, (d) clearly state that the Class Member does not wish to be included in the Settlement, and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. Notwithstanding the above, the Settlement Administrator should not reject a Request for Exclusion as invalid because it fails to contain all the information specified above, so long as the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded is clear. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Settlement Class Member and will be bound by all terms of the Agreement if the Settlement is granted Final Approval by the Court.

pp. “Response Deadline” means the deadline by which Class Members must submit a

1 Request for Exclusion, Notice of Objection, and/or dispute of the Qualifying Workweeks credited to
2 them, which shall be the date that is forty-five (45) calendar days from the initial mailing of the
3 Preliminary Approval Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or
4 Federal holiday, in which case the Response Deadline will be extended to the next day on which the
5 U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between
6 Class Counsel and Defendant's Counsel. Under no circumstances, however, will the Settlement
7 Administrator have the authority to extend the Response Deadline. In the event that a Preliminary
8 Approval Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be
9 the extended by fifteen (15) calendar days.

10 qq. "Settlement Administrator" means a Settlement Administrator mutually selected
11 by the Parties that will administer this settlement, and will issue to Settlement Class Members forms W-
12 2 (for wage payments) and forms 1099 (for penalties and interest) for all amounts paid under this
13 settlement, making all deductions and withholdings required under law.

14 rr. "Settlement Administration Costs" means the costs payable from the Gross Fund
15 Value, subject to Court approval, to the Settlement Administrator for administering this settlement, as
16 set forth in Paragraph 12 below.

17 ss. "Settlement Class Members" means all Class Members who do not timely and
18 properly opt out of the settlement provided for in this settlement with respect to the California state law
19 claims.

20 tt. "Settlement Collective Members" means all Collective Members who opt into the
21 collective action with respect to claims under FLSA.

22 **CLASS CERTIFICATION**

23 7. The Parties stipulate and agree to certification of the Class and Collective, for purposes of
24 this Settlement only. This Agreement is subject to approval by the Court and is made for the sole purpose
25 of consummating settlement of the Action. Should the Settlement not become final and effective as
26 provided herein, class and collective certification shall immediately be set aside and the Class and
27 Collective immediately decertified, subject to further proceedings on the motion of any party to certify or
28 deny certification thereafter. The Parties' willingness to stipulate to class and collective certification as

part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class or collective should be certified in any other lawsuit

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

8. Funding of the Gross Fund Value. The payments in this settlement shall be distributed within Fourteen (14) days after the Effective Date, or as otherwise directed by the Court.

9. Administration of the Settlement. The Settlement Administrator will be selected by the Parties. The Settlement Administrator will administer this Settlement, and will issue to Settlement Class Members, Settlement Collective Members, and PAGA Group Members forms W-2 (for wage payments) and/or forms 1099 (for penalties and interest) for all amounts paid under this Settlement consistent with the terms specified herein, making all deductions and withholdings required under law. The Settlement Administrator shall furnish its own Employer ID Number and calculate all settlement checks and payroll deductions and withholdings required under law, based on information that will be confidentially furnished by Defendant. The Settlement Administrator also will establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the Settlement. To the extent required by law, the Settlement Administrator will report payments made under Settlement Agreement to the appropriate tax authorities. The Settlement Administrator will also issue a Court-approved payment to itself for services performed in connection with the Settlement.

Defendant will give the Settlement Administrator the Class List to facilitate the administration of the Settlement. The Settlement Administrator shall not share the information with any third party or counsel for Plaintiff. The cost of the administration will be paid out of the Gross Fund Value. Any amount of Settlement Administration Costs not approved by the Court shall be allocated to the Class Settlement Fund.

10. Attorneys' Fees and Costs. Class Counsel will request, and Defendant will not oppose, that the Court approve an award of attorneys' fees in an amount not to exceed one-third of the Gross Fund

Value (i.e., \$250,000) plus costs in an amount not to exceed \$25,000, associated with Class Counsel's litigation and settlement of the Action, both of which will be paid from the Gross Fund Value subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Class Settlement Fund for the benefit of Settlement Class Members.

The Court's approval of fees and costs requested by Class Counsel is not a material term of the Settlement. If the Court does not approve or approves only a lesser amount than that requested by Class Counsel for attorneys' fees or costs, the other terms of the Settlement shall still apply. The Court's refusal to approve the attorneys' fees or costs award requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the Settlement.

11. Enhancement Payment. In recognition of her efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for Enhancement Payment in an amount up to ten thousand dollars (\$10,000.00) to Plaintiff. The Enhancement Payment, which will be paid from the Gross Fund Value, subject to Court approval, will be in addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment (if applicable) that are to be paid pursuant to the settlement. The Parties agree that, for purposes of this settlement, 100% of the Enhancement Payment will be allocated to 1099 income. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amounts approved by the Court and the amounts allocated toward the Enhancement Payment will be part

1 of the Net Settlement Fund for the benefit of Settlement Class Members.

2 The Court's approval of an Enhancement Payment is not a material term of the Settlement. If the
3 Court does not approve or approves only a lesser amount than that requested by Plaintiff for an
4 Enhancement Payment, the other terms of the Settlement shall still apply. The Court's refusal to approve
5 the Enhancement Payment requested by Plaintiff does not give any basis to abrogate the Settlement.

6 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
7 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
8 which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). These
9 costs, which will be paid from the Gross Fund Value, subject to Court approval, will include, *inter alia*,
10 printing, distributing, and tracking Preliminary Approval Notices and FLSA Settlement Approval Notices
11 and other documents for this Settlement, calculating and distributing payments due under the Settlement,
12 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
13 remittances, providing necessary reports and declarations, and other duties and responsibilities set forth
14 herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement
15 Administration Costs are greater than the estimated amount stated herein, such excess amount will be
16 deducted from the Gross Fund Value, subject to approval by the Court. Any portion of the estimated,
17 designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill
18 payment to the Settlement Administrator to undertake the requirement settlement administration duties
19 will become part of the Net Settlement Fund.

20 13. Labor and Workforce Development Agency Payment. Subject to approval by the Court,
21 the Parties agree that the amount of fifty thousand dollars (\$50,000.00) from the Gross Fund Value will
22 be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section
23 2698, *et seq.* ("PAGA Fund"), of which seventy-five percent (75%), or \$37,500, will be paid to the
24 LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$12,500 ("PAGA Settlement
25 Fund"), will be distributed to PAGA Group Members.

26 14. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members
27 and PAGA Group Members shall not be required to submit a claim in order to receive a share of the Net
28 Settlement Fund and PAGA Settlement Fund, respectively. Individual Settlement Shares and Individual

1 PAGA Payment will be calculated and apportioned as follows:

2 a. The pro rata portion of the Class Settlement Fund shall be determined by dividing
3 the total number of Qualifying Workweeks (including the multiplier for separated Class Members
4 discussed below) worked during the Class Period into the Class Settlement Fund to arrive at a value per
5 Qualifying Workweek for each eligible Settlement Class Member. For purposes of the Class Settlement
6 Fund only, Class Members who were separated from employment with Defendant as of the date of
7 preliminary approval will have their Qualifying Workweeks adjusted upward using a multiplier of 1.2
8 to account for the release of claims under California Labor Code sections 201-203. The value per
9 Qualifying Workweek shall be multiplied by the number of Qualifying Workweeks worked by each
10 Settlement Class Member during the Class Period. Partial Qualifying Workweeks will be counted as
11 full Qualifying Workweeks.

12 b. The pro rata portion of the FLSA Settlement Fund shall be determined by dividing
13 the total number of Qualifying Workweeks worked during the FLSA Period into the FLSA Settlement
14 Fund to arrive at a value per Qualifying Workweek for each eligible Collective Member. The value per
15 Qualifying Workweek shall be multiplied by the number of Qualifying Workweeks worked by each
16 Collective Member during the FLSA Period. Partial Qualifying Workweeks will be counted as full
17 Qualifying Workweeks.

18 c. Individual PAGA Payment: The pro rata portion of the PAGA Settlement Fund
19 shall be determined by dividing the total number of Qualifying Workweeks worked during the PAGA
20 Settlement Period into the PAGA Settlement Fund to arrive at a value per Qualifying Workweek for
21 each eligible PAGA Group Member. The value per Qualifying Workweek shall be multiplied by the
22 number of Qualifying Workweeks worked by each PAGA Group Member during the PAGA Settlement
23 Period. Partial Qualifying Workweeks will be counted as full Qualifying Workweeks.

24 15. Settlement Awards Do Not Trigger Additional Benefits. The payments made pursuant to
25 this settlement shall not have any effect on the eligibility or calculation of any employee benefits provided
26 by Defendant or any benefits plan. The Parties agree these payments do not represent any modification of
27 any employee's previously-credited hours of service or other eligibility criteria under any employee
28 pension benefit plan, employee welfare benefit plan, or other program or policy. These payments also will

not be considered wages, compensation, or annual earnings for benefits in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare benefit plan or other program or policy.

16. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

17. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Preliminary Approval Notice in English (in the form attached as **Exhibit A** to this Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Preliminary Approval Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Preliminary Approval Notice within five (5) calendar days.

18. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their respective Preliminary Approval Notices. In order to dispute Qualifying Workweeks, Class Members should submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Action, (b) is signed by the Class Member, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member, (d) clearly states that the Class Member disputes the number of Qualifying Workweeks credited to them and what they contend is the correct number to be credited to them, (e) includes information and/or attaches documentation demonstrating that the number of Qualifying Workweeks that they contend should be credited to them are correct, and (f) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. Notwithstanding the above, the Settlement Administrator should not reject a Dispute Regarding Workweeks as invalid because it fails to contain all the information specified above, so long as the Administrator can reasonably ascertain the identity

of the person as a Class Member, the Class Member's desire to dispute the number of workweeks attributed to them is clear, and the Class Member provides some evidence to dispute said workweek-attribution. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Qualifying Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Qualifying Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

19. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA Payment in accordance with this Agreement. All settlement checks mailed out will expire after one hundred eighty (180) days. However, ninety (90) days, and again one hundred thirty-five (135) days, after first distributing settlement checks, the Settlement Administrator shall distribute reminder postcards via U.S. Mail to all Collective Members, all Settlement Class Members who did not timely opt-out of the settlement, and all PAGA Group Members, who have yet to deposit or otherwise negotiate their settlement checks, reminding them of the deadline to do so.

The sum value of all expired checks will be tallied by the Settlement Administrator. All such uncollected funds associated with Settlement Class Members and PAGA Group Members' checks will escheat to the State of California's Controller, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment and Individual PAGA Payment checks. Settlement Class Members whose checks are cancelled shall, nevertheless, be bound by this Agreement. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384.

1 20. Procedure for Requesting Exclusion from the Settlement. Any Class Member wishing to
2 be excluded from the Settlement must submit a written Request for Exclusion to the Settlement
3 Administrator, by mail, within the Response Deadline. The date of the postmark on the return mailing
4 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
5 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel
6 the Requests for Exclusion that were timely submitted, and also identify the individuals who have
7 submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in
8 advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is
9 prohibited from making any objection to the Settlement. Individuals who opt-out of the Settlement shall
10 also have their settlement allocation amount from the Net Settlement Fund returned to PowerSchool, as
11 they shall have no Released Class Claims. Any Class Member who validly requests to be excluded from
12 the Settlement will not be a Settlement Class Member and will not have any right to object, appeal, or
13 comment on the Settlement; however, if the Class Member worked during the PAGA Period, they will
14 remain a PAGA Group Member, will receive an Individual PAGA Payment, and will be bound by the
15 PAGA Settlement and Released PAGA Claims.

16 21. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
17 Member who does not affirmatively request exclusion from the Settlement by submitting a timely and
18 valid Request for Exclusion will be bound by all of the terms of the Agreement, including and not
19 limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered
20 by the Court if it grants Final Approval to the Settlement.

21 22. PAGA Group Members. PAGA Group Members will not be able to opt out of settlement
22 of the PAGA claims and release of PAGA claims. The notice to PAGA Group Members, sent within 14
23 days of the Effective Date, will inform them of the amount they will receive for their PAGA claims and
24 that they will not be able to opt out of the settlement and release of the PAGA claims. For PAGA Group
25 Members who are also Settlement Class Members and who did not opt out of the Settlement, their
26 settlement payments shall be combined on a single check.

27 23. Opt-In Procedure for Collective Members. Each Collective Member's share from the
28 FLSA Settlement Fund will be issued in a check separate from the payments to Settlement Class Members

1 and PAGA Group Members, as a result, some individuals may ultimately receive more than one settlement
2 check. However, for the avoidance of doubt, where the Settlement Administrator is to issue more than one
3 check to an individual, they will be issued in the same envelope. Opt-in and release language regarding
4 the release of the FLSA claim will be printed on the FLSA settlement checks, with instructions that cashing
5 such check constitutes consent under the FLSA to opt into the collective action. The language to be
6 included will be substantially similar to the following:

7 “My *endorsing*, cashing, or depositing of this check constitutes my consent to join the
8 lawsuit entitled *Butler v. PowerSchool Group, LLC*, pending in the Superior Court of the
9 State of California for the County of Sacramento, Case No. 34-2021- 00303458, pursuant
to the provisions of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. Section 216(b).”

10 24. Procedures for Objecting to the Settlement. To object to the Settlement, Class Members
11 who have not opted out of the Settlement (i.e., Settlement Class Members) must submit a timely and
12 complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response
13 Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all
14 information required by this Agreement. The postmark date will be deemed the exclusive means for
15 determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel
16 seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement or appeal
17 from the Final Approval Order and Judgment. Settlement Class Members may also present their
18 objection at the Final Approval Hearing.

19 25. Reports by the Settlement Administrator Regarding Settlement Administration. The
20 Settlement Administrator will provide Defendant’s Counsel and Class Counsel a weekly report which
21 certifies: (a) the number of Class Members who have submitted a dispute of Qualifying Workweeks
22 (including providing those disputes); (b) the number of Class Members who have submitted timely and
23 valid Requests for Exclusion or timely and complete Notices of Objection (including providing those
24 Requests for Exclusion and Notices of Objection); and (c) the number of undeliverable and re-mailed
25 Preliminary Approval Notices. Additionally, the Settlement Administrator will provide to counsel for
26 both Parties any updated reports regarding the administration of the Agreement as needed or requested,
27 and immediately notify the Parties when it receives a request from an individual or any other entity
28 regarding inclusion in the Class and/or Settlement.

1 26. Certification of Completion. Upon completion of administration of the Settlement, the
2 Settlement Administrator will provide a written declaration under oath to certify such completion to the
3 Court and counsel for all Parties.

4 27. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be
5 allocated as follows: 25% to wages and 75% to penalties and interest. The portion allocated to wages
6 will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported
7 on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the
8 employee's share of taxes and withholdings with respect to the wages portion of the Individual
9 Settlement Shares, and issue checks to Settlement Class Members and Collective Members for their
10 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
11 withholdings). Any payment for an Individual PAGA Payment will be allocated as penalties, will not
12 be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The
13 employer's share of taxes and contributions on the wages portion of any distribution from the Net
14 Settlement Fund will be paid separately and in addition to the Gross Fund Value.

15 28. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
16 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Group Members,
17 Settlement Collective Members, and Class Counsel any W-2, 1099, or other tax forms as may be
18 required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator will also
19 be responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate
20 government authorities.

21 29. Tax Liability. No opinion regarding the tax consequences of this Settlement to any
22 individual Class Member is being given, or will be given, by Defendant, counsel for Defendant, any other
23 Releasee, or Class Counsel. Class Members must consult their own tax advisors regarding the tax
24 consequences of this Settlement, including but not limited to any payments provided or tax reporting
25 obligations. Defendant, the Releasees, counsel for Defendant, and Class Counsel shall have no liability or
26 responsibility whatsoever for any tax consequences resulting from payments made pursuant to the
27 Settlement.

28 30. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF

THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

31. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

32. Release of Claims by Settlement Class Members, PGA Group Members, and Settlement Collective Members. Upon the Effective Date and distribution of Individual Settlement Payments, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e.,

Settlement Class Members), will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims during the Class Period, except as to the right to enforce the terms and conditions of this settlement. Additionally, upon the Effective Date and distribution of Individual Settlement Payments, Plaintiff and each Settlement Collective Member who timely participates in the settlement by timely cashing, depositing, or otherwise negotiating their Individual Settlement Payment will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released FLSA Claims during the FLSA Period, except as to the right to enforce the terms and conditions of this settlement. Finally, upon the Effective Date and distribution of Individual PAGA Payments, Plaintiff and all PAGA Group Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims during the PAGA Period, except as to the right to enforce the terms and conditions of this settlement.

33. General Release of Claims by Plaintiff. In addition, upon the Effective Date and in exchange for receiving and accepting an Enhancement Payment, Plaintiff will be deemed to have fully released and discharged the Released Parties of and from all claims arising from her employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, the Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefits Protection Act (“OWBPA”), Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
2 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
3 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
4 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
6 known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle fully
7 and release all claims she now has against the Released Parties, whether known or unknown, suspected
8 or unsuspected. The Enhancement Payment will be paid to Plaintiff specifically in exchange for the
9 general release of the Released Parties from all claims, including those specified in this paragraph and a
10 covenant not to sue the Released Parties with respect to the claims released herein. Notwithstanding the
11 above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits,
12 claims for unemployment benefits, or other claims that may not be released by law.

13 34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

14 Upon execution of this Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's Motion
15 for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will be responsible for
16 drafting and submit this Agreement to the Court in support of said motion. Class Counsel will provide
17 Defendant's Counsel a draft of the Preliminary Approval Motion at least five (5) business days before
18 the filing deadline. Defendant agrees not to oppose the Motion for Preliminary Approval of the
19 Settlement consistent with this Agreement. Said motion shall apply to the Court for the entry of an order
20 ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the
21 following:

- 22 a. Conditionally certifying the Class and Collective for settlement purposes only;
- 23 b. Granting Preliminary Approval of the Settlement;
- 24 c. Preliminarily appointing Plaintiff as representative of the Class and Collective;
- 25 d. Preliminarily appointing Plaintiff's Counsel as counsel for the Class and
26 Collective;
- 27 e. Approving, as to form and content, the mutually-agreed upon and proposed
28 Preliminary Approval Notice and directing their mailing to the Class and Collective by first class mail;

1 f. Approving the manner and method for Class Members to request exclusion from
2 the Settlement as contained herein and within the Preliminary Approval Notice; and

3 g. Scheduling a Final Approval Hearing at which the Court will determine whether
4 the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class
5 Members, Collective Members, and PAGA Group Members.

6 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
7 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to
8 determine whether Final Approval of the Settlement should be granted, along with the amounts properly
9 payable for (a) Individual Settlement Payments; (b) the LWDA Payment; (c) Individual PAGA
10 Payments; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration
11 Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the
12 Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final
13 Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the Final
14 Approval Motion at least five (5) business days before the filing deadline. By way of said motion,
15 Plaintiff will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final
16 Approval Order and Judgment"), which will provide for, in substantial part, the following:

17 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
18 consummation of its terms and provisions;

19 b. Certification of the Settlement Class Members, PAGA Group Members, and
20 Collective Members;

21 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

22 d. Approval of the application for Enhancement Payment to Plaintiff;

23 e. Directing Defendant to fund all amounts due under the Agreement and ordered by
24 the Court; and

25 f. Entering judgment in the Action barring and enjoining all Settlement Class
26 Members and Settlement Collective Members from prosecuting the Released Class Claims and Released
27 FLSA Claims, respectively, and PAGA Group Members from prosecuting the Released PAGA Claims,
28 against any of the Released Parties, while maintaining continuing jurisdiction, in conformity with

California Rules of Court 3.769 and the Agreement, to ensure the continuing implementation of the provisions of this Settlement.

36. Termination or Revocation of Settlement.

a. Notwithstanding any other provision of this Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the settlement within fifteen (15) calendar days after expiration of the opt out period if ten percent (10%) or more of the Class Members opt out of this settlement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within fifteen (15) calendar days of the Response Deadline.

b. If the Court finds the Gross Fund Value to be insufficient to warrant Preliminary Approval or Final Approval of the Settlement, Defendant may, at its election, rescind the Agreement and all actions taken in furtherance of it will thereby be null and void.

37. Effects of Termination of the Settlement. Termination of the Agreement shall have the following effects:

a. The Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, Collective Member, PAGA Group Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the execution of the Memorandum of Understanding;

e. Neither this Agreement, nor any ancillary documents, actions, statements or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and

void, and any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as void from the beginning.

38. Escalator Clause. Defendant represents that during the periods at issue in this Memorandum of Understanding, Class, PAGA, and Collective Members worked approximately 39,914 total unique Qualifying Workweeks. If the number of unique Qualifying Workweeks at issue for the Class, PAGA, and Collective Members is more than ten percent (10%) of the represented number of unique Qualifying Workweeks (i.e., exceeds 43,905 unique workweeks), Defendant will have the option to either pay a proportional amount in addition to the Gross Fund Value for each additional such unique Qualifying Workweeks that exceeds 43,905 unique Qualifying Workweeks, or to stop the Class Period at the point at which the number of unique Qualifying Workweeks is no more 43,905 unique Qualifying Workweeks.

39. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Agreement. The Parties agree to adopt and apply Rule 3.769(h) of the California Rules of Court requiring entry of judgment.

40. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement.

41. No Undue Publicity. Neither Party nor their counsel shall publicize, or cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this Settlement or its terms, in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, messages on the Internet, Facebook, Twitter or any other social media, the Parties' counsels' or any other website. Breach of this provision by Plaintiff or Class Counsel shall entitle Defendant, in the exercise of its sole discretion, to nullify the Settlement at any time before final approval by the Court. Should Plaintiff at any time breach this provision, Plaintiff shall forfeit to Defendant the full amount of the Enhancement Payment. Without limitation by the foregoing,

1 Defendant also may enforce this provision through an action for injunctive relief. Plaintiff waives any
2 obligation by Defendant to file a bond in connection with any such action. Breach of this provision by
3 Defendant or its counsel shall sever this Paragraph rendering this Paragraph null and void, while the rest
4 of this Settlement shall survive and remain in full force and effect. Nothing in this Paragraph shall prohibit
5 Class Counsel from referring to this litigation and this settlement in court filings. Likewise, nothing in this
6 Paragraph shall prohibit Class Counsel from speaking with Plaintiff, Class Members, PAGA Group
7 Members, and/or Collective Members about this Settlement to the fullest extent necessary to meet their
8 ethical obligations as Class Counsel.

9 42. Neutral Reference. Defendant agrees that in response to any request for a reference as to
10 Plaintiff, it will only confirm her dates of employment, role, and if requested by Plaintiff, her last rate
11 of pay.

12 43. Disputes. Any disputes arising out of or relating to this Settlement will be submitted first
13 to the Mediator for mediation. The Parties will split the costs of the mediator and all Parties will bear their
14 own attorneys' fees and other costs incurred. However, to the extent the Parties are unable to resolve their
15 disputes via mediation, the aggrieved party may seek Court intervention. In such an event, the prevailing
16 party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing
17 party.

18 44. Entire Agreement. This Agreement and any attached exhibits constitute the entirety of
19 the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
20 deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and
21 California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed
22 according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree
23 that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms
24 of this Agreement.

25 45. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
26 Actions (including with respect to California Code of Civil Procedure section 583.310), except such
27 proceedings necessary to implement and complete the Agreement, pending the Final Approval Hearing
28 to be conducted by the Court.

1 46. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
2 this Agreement except by written agreement signed by counsel for all Parties, and subject to any
3 necessary Court approval. A waiver or amendment of any provision of this Agreement will not constitute
4 a waiver of any other provision.

5 47. Authorization to Enter into Agreement. Counsel for all Parties warrant and represent they
6 are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all
7 appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to
8 effectuate its terms and to execute any other documents required to effectuate the terms of this
9 Agreement. The Parties warrant that they understand and have full authority to enter into this
10 Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties,
11 and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
12 notwithstanding any mediation confidentiality provisions that otherwise might apply under state or
13 federal law.

14 48. Signatories. It is agreed that because the members of the Class are so numerous, it is
15 impossible or impractical to have each Settlement Class Member execute this Agreement. The
16 Preliminary Approval Notice will advise all Class Members of the binding nature of the release as to the
17 Settlement Class Members, and the release shall have the same force and effect as if this Agreement
18 were executed by each Settlement Class Member.

19 49. Binding on Successors and Assigns. This Agreement will be binding upon, and inure to
20 the benefit of, the successors or assigns of the Parties hereto, as previously defined.

21 50. California Law Governs. All terms of this Agreement and attached exhibits hereto will
22 be governed by and interpreted according to the laws of the State of California.

23 51. Execution and Counterparts. This Agreement is subject only to the execution of all
24 Parties. However, the Agreement may be executed in one or more counterparts, including via electronic
25 means. All executed counterparts and each of them, including facsimile, electronic, and scanned copies
26 of the signature page, will be deemed to be one and the same instrument.

27 52. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
28 Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this settlement

1 after arm's-length negotiations and in the context of adversarial litigation, taking into account all
2 relevant factors, present and potential. The Parties further acknowledge that they are each represented
3 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
4 fairness and reasonableness of this Agreement.

5 53. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
6 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
7 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

8 54. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Agreement and,
9 by signing this Agreement, is hereby bound by the terms herein.

10 55. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute
11 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
12 entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any
13 state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute
14 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
15 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
16 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor
17 any of the negotiations connected with it, shall be construed as an admission or concession by Defendant
18 of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding
19 to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
20 or received as evidence in any action or proceeding to establish any liability or admission on the part of
21 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance
22 with state, federal, local or other applicable law.

23 56. Captions. The captions and paragraph numbers in this Agreement are inserted for the
24 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
25 provisions of this Agreement.

26 57. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
27 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
28 one party than another merely by virtue of the fact that it may have been prepared by counsel for one of

the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Agreement.

58. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

59. All Terms Subject to Final Court Approval. All amounts and procedures described in this Agreement herein will be subject to final Court approval.

60. Notices. All notices, demands, and other communications to be provided concerning this Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Michael D. Singer, Esq.
Rosemary C. Khoury, Esq.
COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

Emil Davtyan
DAVTYAN LAW FIRM, INC.
880 E. Broadway
Glendale, CA 91205

To Defendant:

Coby M. Turner
Sophia Kwan
Yoon-Woo Nam
SEYFARTH SHAW LLP
400 Capitol Mall, Suite 2300
Sacramento, California 95814

Daniel Whang
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067

61. Final Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Judgment on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Mediator and then the

1 Court to resolve such disagreement.

2 63. Integration Clause. This Agreement contains the entire agreement between the Parties
3 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
4 agreements, understandings, representations, and statements, whether oral or written and whether by a
5 Party or such Party's legal counsel, are merged herein. Upon execution and entry of the Final Approval
6 Order and Judgment, all prior writings are null and void. No rights hereunder may be waived except in
7 writing.

8 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
9 Stipulation of Class Action, Representative Action and Collective Action Settlement between Plaintiff
10 and Defendant:

11 **IT IS SO AGREED.**

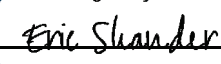
12 **PLAINTIFF BETHANY A. BUTLER**

13 Dated: May 9, 2023

14 
Bethany A. Butler

15 **DEFENDANT POWERSCHOOL GROUP LLC**

16 Dated: 6/2/2023, 2023

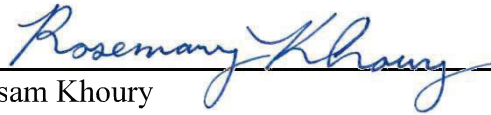
17 DocuSigned by:

06D0027F4E194E2...
Full Name: Eric Shander

18 Title: CFO
19 On behalf of PowerSchool Group LLC
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APPROVED AS TO FORM

Dated: May 9, 2023

COHELAN KHOURY & SINGER



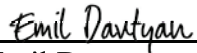
Isam Khoury

Rosemary C. Khoury, Esq.

*Attorney for Plaintiff Bethany A. Butler and Proposed
Class Counsel*

DAVTYAN LAW FIRM, INC.

Dated: 4/18, 2023

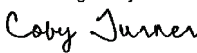


Emil Davtyan

*Attorney for Plaintiff Bethany A. Butler and Proposed
Class Counsel*

SEYFARTH SHAW LLP

Dated: 6/1/2023, 2023

DocuSigned by:


Coby M. Turner

Daniel Whang

Sophia Kwan

Yoon-Woo Nam

Attorneys for Defendant PowerSchool Group LLC

EXHIBIT A

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 [date], 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 [date] (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 \$.
- 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 [date] (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 [date] (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 [date] (“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 agrees 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.

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 \$250,000.00) 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 Class 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 Class Notice.
- (5) In the event that a Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days.

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 to object, regardless of whether you submit a written objection. If you desire to appear remotely, you can join Department 27's zoom link or phone number:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept27>

To join by phone: (833) 568-8864 / ID: 16120204632

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 Class Notice.
- (5) In the event that a Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days.

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.
625 Marquette Ave, Suite 900,
Minneapolis, MN 55402
(612) 359-2988

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

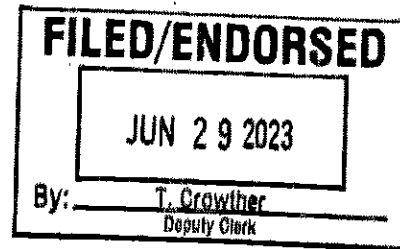
D.LAW, INC.

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 2



COHELAN KHOURY & SINGER

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msinger@ckslaw.com

Rosemary C. Khoury (SBN 331307)

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Glendale, CA 91205

Telephone: (818) 875-2008/Facsimile: (818) 722-3974

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

SUPERIOR COURT OF CALIFORNIA

FOR THE 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.

CASE NO. 34-2021-00303458

**FIRST AMENDED CLASS ACTION
COMPLAINT AND REPRESENTATIVE
ACTION COMPLAINT [PRIVATE
ATTORNEYS GENERAL ACT OF 2004, Labor
Code §§ 2698, *et seq.* ("PAGA")]**

1. Failure to Pay Minimum, Regular, and Overtime Wages
2. Failure to Provide Meal Periods
3. Failure to Authorize and Permit Paid Rest Periods
4. Failure to Reimburse Business-Related Expenses
5. Failure to Provide Accurate, Itemized Wage Statements
6. Failure to Timely Pay Wages Due Upon Separation of Employment
7. Violation of the Fair Labor Standards Act
8. Violation of the Unfair Competition Law
9. PAGA Civil Penalties for Failure to Pay Minimum, Regular, and Overtime Wages
10. PAGA Civil Penalties for Failure to Provide Meal Periods

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11. PAGA Civil Penalties for Failure to Authorize and Permit Paid Rest Periods
12. PAGA Civil Penalties for Failure to Reimburse Business-Related Expenses
13. PAGA Civil Penalties for Failure to Provide Accurate, Itemized Wage Statements
14. PAGA Civil Penalties for Failure to Timely Pay Wages Due Upon Separation of Employment

DEMAND FOR JURY TRIAL

NATURE OF CLAIM

1
2 1. Plaintiff Bethany A. Butler ("Plaintiff") brings this class action against POWERSCHOOL
3 GROUP LLC, a Delaware Limited Liability Company, and DOES 1 through 10, Inclusive (collectively,
4 "Defendants") on behalf of a Class of all Defendants' non-exempt employees for Defendants' failure to:
5 pay minimum, regular, and overtime wages; provide meal periods; authorize and permit paid rest
6 periods; reimburse business-related expenses; provide accurate itemized wage statements; and timely
7 pay wages due upon separation of employment.

8 2. Plaintiff, on behalf of himself and all Class Members, brings this action pursuant to Labor
9 Code sections 201, 202, 203, 218.5, 226, 226.7, 510, 512, 1194, 1194.2, and 2802; applicable Industrial
10 Welfare Commission ("IWC") Wage Order(s); and Business and Professions Code sections 17200 et
11 seq., seeking unpaid wages, liquidated damages, equitable relief, prejudgment interest, reasonable
12 attorneys' fees and costs, and any other relief this Court deems proper.

13 3. Plaintiff also brings this representative action pursuant to the Private Attorneys General
14 Act of 2004 ("PAGA"), Labor Code sections 2698, *et seq.*, against POWERSCHOOL GROUP LLC,
15 a Delaware Limited Liability Company, and DOES 1 through 10, Inclusive (collectively, "Defendants")
16 on behalf of all non-exempt employees employed in the State of California ("aggrieved employees").

17 4. Plaintiff gave written notice of these claims to the California Labor and Workforce
18 Development Agency ("LWDA") on February 16, 2021 per Labor Code section 2699.3, and there has
19 been no LWDA intervention within 65 days of her notice. A true and correct copy of Plaintiff's Notice
20 is attached as **Exhibit 1**. Plaintiff seeks civil penalties under the PAGA as a representative of the State
21 of California and has standing as an aggrieved non-exempt employee. Plaintiff seeks to represent all
22 current and former non-exempt employees of Defendants who suffered one or more of the violations
23 alleged ("aggrieved employees") during the "PAGA Period" (one year and 65 days before this
24 complaint filing date until the start of trial). Labor Code §§ 2698, *et seq.*, 2699.3(a)(2)(C).

25 5. Plaintiff further brings this suit as a Collective Action under the Fair Labor and Standards
26 Act ("FLSA"), 29 U.S.C. sections 201, *et seq.*, on behalf of a Collective Class as defined below, at any
27 time during the period beginning three (3) years prior to the filing of this Complaint and ending on a
28 date as determined by the Court (the "FLSA CLASS PERIOD").

JURISDICTION AND VENUE

6. Venue as to each Defendant is proper in this judicial district. Code of Civil Procedure § 395. Defendants conduct business and commit Labor Code violations in Sacramento County, California.

7. This Court has jurisdiction over Plaintiff's and other similarly-situated and aggrieved employees' claims because Defendants regularly conduct business in California and are alleged to have violated the law in California. Plaintiff's claims raise no federal question.

8. Furthermore, PAGA civil penalty actions are not subject to federal jurisdiction.

THE PARTIES

9. Defendant POWERSCHOOL GROUP LLC ("PowerSchool") is a Delaware limited liability company doing business throughout the State of California. PowerSchool provides cloud-based software for K-12 education, connecting students, teachers, administrators, and parents, and helping teachers and administrators manage instruction, learning, grading, attendance, assessment, analytics, state reporting, special education, student registration, talent, finance, and human resources. PowerSchool serves over 45 million students and 12,000+ districts, schools, and other education institutions in over 90 countries.

10. Plaintiff Bethany A. Butler is a resident of Sacramento County, California. Plaintiff worked as a non-exempt, hourly-paid employee for Defendants from approximately August 13, 2018 through July 2, 2020. Plaintiff held the positions of Senior Client Operations Manager and Senior Customer Success Manager, and her duties included maintaining an excel spreadsheet with each of her many clients' first and last names and the products they had purchased; programming fill-in-the-blank scripts to inform clients of billing and other account matters; hosting strategy meetings with co-workers; calling and emailing with clients and acting as a middleman between clients and Defendants' support team members when necessary; communicating with Defendants' support team members on an instant message application called "Slack;" and periodically presenting business reviews to clients and Defendants' executives, utilizing self-made graphs and charts.

11. Does 1 through 10, inclusive, are persons or entities whose true names and identities are now unknown to Plaintiff, and who are sued by such fictitious names. Plaintiff will amend this

1 complaint to allege their true names and capacities when known. Plaintiff is informed and believes each
2 Doe defendant is the agent, representative, or parent or subsidiary corporation of PowerSchool, is
3 responsible in some manner for the occurrences and injuries alleged, and that harm suffered by Plaintiff
4 and other similarly situated employees was proximately caused by them in addition to PowerSchool.

5 **FACTUAL ALLEGATIONS**

6 12. During the Class, PAGA, and FLSA Class Periods, Defendants conducted business in
7 California and Sacramento County and employed Plaintiff and other similarly-situated and aggrieved
8 employees in the State of California.

9 13. During the Class, PAGA, and FLSA Class Periods, Plaintiff and other similarly-situated
10 and aggrieved employees of Defendants worked under the same policies, practices, and procedures
11 relating to their employment.

12 14. During the Class, PAGA, and FLSA Class Periods, Plaintiff and other similarly-situated
13 and aggrieved employees were not paid all minimum, regular, and overtime wages they were owed for
14 all time worked or spent under Defendants' control. Defendants failed to track Plaintiff and other
15 similarly-situated and aggrieved employees' time with a system for clocking in and out. Rather,
16 Defendants asked these employees to self-report their hours worked. Plaintiff and other similarly-
17 situated and aggrieved employees were discouraged from recording overtime and were told by
18 Defendants to think of their positions as salaried. Plaintiff and other similarly-situated and aggrieved
19 employees did not actually track their hours, and only recorded their hours worked every week or every
20 two weeks as required by Defendants. Due to pressure not to report the correct number of hours actually
21 worked, Plaintiff and other similarly-situated and aggrieved employees routinely reported only working
22 approximately 40 hours per week. In reality, Plaintiff estimates that she worked approximately 50 hours
23 per week, often needing to work after-hours and on weekends, including to attend to client emergencies.
24 Based on her observations, Plaintiff believes other similarly-situated and aggrieved employees were
25 required to do the same.

26 15. During the Class, PAGA, and FLSA Class Periods, Defendants failed to pay Plaintiff and
27 other similarly-situated and aggrieved employees overtime wages at the correct rate because
28 Defendants did not properly calculate these employees' regular rates of pay. Plaintiff and other

1 similarly-situated and aggrieved employees earned hourly wages and production bonuses based on an
2 "Incentive Plan." These production bonuses were paid to employees only if they met certain objective
3 criteria related to customer satisfaction, retention, and contract renewal. These production bonuses were
4 not factored into these employees' regular rates of pay for the purpose of calculating their overtime
5 rates in weeks they earned overtime pay, so their overtime wages were underpaid.

6 16. During the Class, PAGA, and FLSA Class Periods, Plaintiff and other similarly-situated
7 and aggrieved employees were not regularly provided 30-minute, uninterrupted meal periods for shifts
8 of five hours or more, which began before the end of the fifth hour of work, nor second such meal
9 periods for shifts of ten hours or more, before the end of the tenth hour of work, nor paid one hour of
10 pay at their regular rate of compensation for each day they did not receive a compliant meal period.
11 Defendants did not provide Plaintiff and other similarly-situated and aggrieved employees a system for
12 clocking in and out for meal periods. Rather, Defendants only required employees to report whether
13 they had taken meal periods in a computer system when they reported their hours allegedly worked
14 every week or every two weeks. Defendants discouraged Plaintiff and other similarly-situated and
15 aggrieved employees from taking 30-minute, uninterrupted meal periods. Further, due to the demand
16 of the job, these employees often worked through meal periods.

17 17. During the Class, PAGA, and FLSA Class Periods, Plaintiff and other similarly-situated
18 and aggrieved employees were not authorized or permitted to take duty-free 10-minute rest periods for
19 every four (4) hours or major fraction thereof worked, nor paid one hour of pay at their regular rate of
20 compensation for each day they did not receive a compliant rest period. Further, Defendants did not
21 inform Plaintiff and other similarly-situated and aggrieved employees of their right to take these rest
22 periods.

23 18. During the Class, PAGA, and FLSA Class Periods, Defendants failed to reimburse
24 Plaintiff and other similarly-situated and aggrieved employees for business-related expenses incurred
25 in direct consequence of the discharge of their duties. Defendants required Plaintiff and other similarly-
26 situated and aggrieved employees to use their personal cell phones to do work, but did not reimburse
27 Plaintiff and other similarly-situated and aggrieved employees for this business-related cell phone use.
28 Before the coronavirus pandemic hit, Plaintiff and other similarly-situated and aggrieved employees

1 worked in an office building. After, they worked from home. When Plaintiff and other similarly-
2 situated and aggrieved employees worked in an office, they used employer-provided office phones for
3 work while at the office, but had to use their personal cell phones when working from home. When
4 Plaintiff and other similarly-situated and aggrieved employees began working from home due to
5 coronavirus, they were required to use their personal cell phones to conduct work, as they had no
6 employer-provided phones to use. For instance, Plaintiff was responsible for communicating with
7 clients through a Slack application, which she had on her laptop and cell phone. Clients could call
8 Plaintiff through the Slack application. If Plaintiff missed a call from a client, she would be reprimanded
9 or disciplined. Therefore, whenever Plaintiff stepped away from her work-provided laptop, she carried
10 her personal cell phone with her so that she could answer incoming calls from clients.

11 19. During the Class, PAGA, and FLSA Class Periods, Defendants knowingly and willfully
12 failed to provide accurate itemized wage statements to Plaintiff and other similarly-situated and
13 aggrieved employees, which did not include, among other things, the name of the legal entity that was
14 the employer and the correct total hours worked. Wage statements Defendants issued to Plaintiff and
15 other similarly-situated and aggrieved employees listed the employer as "PowerSchool." However, the
16 legal entity that employed Plaintiff and other similarly-situated and aggrieved employees and continues
17 to employ similarly situated employees is PowerSchool Group LLC. Additionally, because Defendants
18 failed to compensate Plaintiff and other similarly-situated and aggrieved employees for all hours
19 worked and for any non-compliant meal or rest period, the itemized wage statements provided by
20 Defendants to Plaintiff and other similarly-situated and aggrieved employees were inaccurate.

21 20. During the Class, PAGA, and FLSA Class Periods, because Defendants failed to pay all
22 wages owed to Plaintiff and other similarly-situated and aggrieved employees, Defendants had a
23 consistent policy and practice of failing to timely compensate Plaintiff and other similarly-situated and
24 aggrieved employees for all wages owed upon separation of employment.

25 FLSA COLLECTIVE ACTION

26 21. Plaintiff brings the Seventh Cause of Action, for violations of the Fair Labor Standards
27 Act ("FLSA"), as a collective action pursuant to FLSA Section 16(b), 29 U.S.C. section 216(b), on
28 behalf of all persons who were, are, or will be employed by Defendants or any of them, at any time

beginning three years before the filing of the complaint in this case ("FLSA Class Period"), as a non-exempt employee ("FLSA Class Members").

22. At all relevant times, Plaintiff and the FLSA Class Members are and have been similarly situated and have been subject to Defendants' common practices, policies and procedures of willfully failing to pay them all minimum, regular, and overtime wages they were owed, including by failing to include all compensation to correctly calculate the regular rate of pay, failing to provide compliant meal and rest periods, and reimburse business-related expenses related to personal cell phones. The claims of Plaintiff are similar to those of the FLSA Class Members.

23. The Seventh Cause of Action is properly brought and maintained as an opt-in collective action. FLSA, 29 U.S.C. section 216(b). The FLSA Class Members' names and addresses are readily available from Defendants. FLSA Class Members can be provided notice by first class mail to the last address known to their employer.

24. Plaintiff Bethany Butler's signed consent is attached as **Exhibit 2**. Plaintiff is informed, believes, and alleges many other FLSA Class Members will sign and file consents to join this lawsuit if given the opportunity to do so.

CLASS ALLEGATIONS

25. Plaintiff seeks to represent a Class defined as:

Class

All Defendants' non-exempt California employees, at any time during the four years before the filing of this Complaint through the date of trial.

26. Plaintiff seeks to certify a subclass of employees defined as:

Minimum Wages Subclass

All Class Members who were not compensated for some time worked or under Defendants' control.

27. Plaintiff seeks to certify a subclass of employees defined as:

Overtime Wages Subclass

All Class Members who worked in excess of eight (8) hours in one day or forty (40) hours in one week and were not paid all overtime wages.

28. Plaintiff seeks to certify a subclass of employees defined as:

First Meal Period Subclass

All Class Members who worked one or more period(s) in excess of five (5) hours.

29. Plaintiff seeks to certify a subclass of employees defined as:

Second Meal Period Subclass

All Class Members who worked one or more period(s) in excess of ten (10) hours.

30. Plaintiff seeks to certify a subclass of employees defined as:

Rest Period Subclass

All Class Members who worked one or more period(s) in excess of three and one-half (3.5) hours.

31. Plaintiff seeks to certify a subclass of employees defined as:

Expense Reimbursement Subclass

All Class Members who incurred business-related expenses, including but not limited to cell phone expenses.

32. Plaintiff seeks to certify a subclass of employees defined as:

Wage Statement Subclass

All Class Members who received one or more itemized wage statements during the one year preceding the filing of this Complaint.

33. Plaintiff seeks to certify a subclass of employees defined as:

Waiting Time Subclass

All Class Members whose employment ended at any time during the three years preceding the filing of this Complaint.

34. Plaintiff seeks to certify a subclass of employees defined as:

UCL Subclass

All Class and Subclass Members who were subject to Defendants' unlawful or unfair business acts or practices.

35. Plaintiff reserves the right to amend or modify the Class description, including by division into subclasses or limitation to particular issues. California Rule of Court 3.765(b).

36. **Commonality**: This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

37. **Ascertainable Class**: The proposed Class and Subclasses are ascertainable because they can be identified and located using Defendants' payroll and personnel records.

38. **Numerosity**: The potential members of the Class and Subclasses as defined are so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit the parties and this Court. The number of members of the

1 Class and Subclasses is unknown to Plaintiff, but is estimated to be in excess of 100 individuals. The
2 number and identity of members can be readily ascertained using Defendants' records.

3 39. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
4 and Subclasses because all members of the Class and Subclasses sustained similar injuries and damages
5 caused by Defendants' common course of conduct in violation of law.

6 40. **Adequacy:** Plaintiff is an adequate representative of the Class and Subclasses, will fairly
7 protect the interests of the Class and Subclass members and has no interests antagonistic to them, and
8 will vigorously pursue this suit. Plaintiff's attorneys are competent, skilled, and experienced in
9 litigating large employment law class actions.

10 41. **Superiority:** A class action is superior to other available means for the fair and efficient
11 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
12 questions of law and fact common to the Class predominate over questions affecting only individual
13 Class Members. A Class action will allow those similarly situated to litigate their claims in the most
14 efficient and economical manner for the parties and the judicial system. Plaintiff is unaware of any
15 difficulties likely to be encountered in the management of this action that precludes its maintenance as
16 a class action.

17 42. The predominating common questions of law and fact include:

- 18 a. Whether Defendants have a policy and practice of failing to pay minimum wages
19 or other compensation for all time worked or under Defendants' control;
- 20 b. Whether Defendants have a policy or practice of failing to fully pay overtime
21 compensation for hours worked in excess of eight per day or forty per week;
- 22 c. Whether Defendants have a policy or practice of failing to pay overtime
23 compensation at the correct overtime rate;
- 24 d. Whether Defendants have a policy or practice of failing to provide compliant
25 meal periods;
- 26 e. Whether Defendants have a policy or practice of failing to authorize or permit
27 compliant rest periods;
- 28 f. Whether Defendants have a policy or practice of failing to reimburse for

necessary business-related expenses, including cell phone expenses;

g. Whether Defendants have a policy or practice of failing to provide accurate itemized wage statements;

h. Whether the Class and Waiting Time Subclass Members are entitled to waiting time penalties under Section 203;

i. Whether Defendants violated Sections 17200, *et seq.* of the Business and Professions Code; and

j. Whether the Class and Subclasses are entitled to equitable relief pursuant to Business and Professions Code, sections 17200, *et seq.*

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**Failure to Pay Minimum, Regular, and Overtime Wages
(By Plaintiff and the Minimum and Overtime Wages Subclasses against Each Defendant)**

43. Plaintiff re-alleges all preceding paragraphs.

44. By failing to pay at least minimum wages for all hours worked or under Defendants' control, Defendants violated Labor Code section 1194 and the applicable Wage Order(s).

45. Defendants failed to pay overtime wages for hours worked in excess of eight (8) in one day or forty (40) in one week. Overtime wages that were paid by Defendants were underpaid because non-discretionary bonuses were not incorporated into the regular rate of pay for the purpose of calculating overtime. By failing to pay overtime wages at the correct rate, Defendants violated Labor Code sections 510 and 1194 and the applicable Wage Order(s).

46. Labor Code section 1194.2 provides for liquidated damages equal to unlawfully unpaid minimum wages, with interest.

47. Defendants' unlawful acts deprived Plaintiff, the Class, and the Minimum Wages and Overtime Wages Subclasses of minimum and overtime wages in amounts to be determined at trial, and they are entitled to recover these wages, and liquidated damages, interest, attorneys' fees, and costs.

SECOND CAUSE OF ACTION

**Failure to Provide Meal Periods
(By Plaintiff and the First and Second Meal Period Subclasses against Each Defendant)**

48. Plaintiff re-alleges all preceding paragraphs.

1 49. By failing to provide uninterrupted meal periods of at least 30 minutes for shifts of five
2 hours or more, which began before the end of the fifth hour of work, and a second meal period at least
3 30 minutes for shifts of ten hours or more, which began before the end of the tenth hour of work,
4 Defendants willfully violated Labor Code sections 226.7 and 512 and the applicable Wage Order(s).

5 50. By failing to pay employees one hour of pay at their regular rate of compensation for each
6 workday a meal period was not provided, Defendants willfully violated Labor Code sections 226.7 and
7 512 and the applicable Wage Order(s).

8 51. Defendants' unlawful acts deprived Plaintiff, the Class, and the First and Second Meal
9 Period Subclasses of premium wages in amounts to be determined at trial, and they are entitled to
10 recover these amounts, along with interest, attorneys' fees, and costs.

11 **THIRD CAUSE OF ACTION**

12 **Failure to Authorize and Permit Paid Rest Periods**
13 **(By Plaintiff and the Rest Period Subclass against Each Defendant)**

14 52. Plaintiff re-alleges all preceding paragraphs.

15 53. By failing to authorize and permit a rest period of at least 10 minutes for every four (4)
16 hours or major fraction thereof worked per day, Defendants willfully violated provisions of Labor Code
17 section 226.7 and the applicable Wage Order(s).

18 54. By failing to pay employees one hour of pay at their regular rate of compensation for each
19 day a compliant rest period was not authorized and permitted, Defendants willfully violated the
20 provisions of Labor Code section 226.7 and the applicable Wage Order(s).

21 55. Defendants' unlawful acts deprived Plaintiff, the Class, and the Rest Period Subclass of
22 premium wages in amounts to be determined at trial, and they are entitled to recover these amounts,
23 along with interest, attorneys' fees, and costs.

24 **FOURTH CAUSE OF ACTION**

25 **Failure to Reimburse Business-Related Expenses**
26 **(By Plaintiff and the Expense Reimbursement Subclass against Each Defendant)**

27 56. Plaintiff re-alleges all preceding paragraphs.

28 57. By failing to reimburse Plaintiff and other similarly situated employees for their business-
related expenses, including personal cell phone expenses, Defendants willfully violation Labor Code
section 2802.

1 58. Defendants' unlawful acts deprived Plaintiff, the Class, and the Expense Reimbursement
2 Subclass Plaintiff seeks to represent of expense reimbursements in amounts to be determined at trial,
3 and they are entitled to recover these amounts, with interest, attorneys' fees, and costs.

4 **FIFTH CAUSE OF ACTION**

5 **Failure to Provide Accurate Itemized Wage Statements**
6 **(By Plaintiff and the Wage Statement Subclass against Each Defendant)**

6 59. Plaintiff re-alleges all preceding paragraphs.

7 60. Every employer must, semimonthly or at the time of each payment of wages, furnish each
8 of its employees an accurate itemized statement in writing showing, among other things, total hours
9 worked and the name of the legal entity that is the employer. Labor Code § 226(a).

10 61. Defendants intentionally and willfully violated Section 226 by providing wage statements
11 to employees that did not accurately reflect all required information, including but not limited to total
12 hours worked and the name of the legal entity that is the employer.

13 62. Any employee suffering injury due to a willful violation of Labor Code section 226(a)
14 may collect the greater of actual damages or \$50 for the first inadequate pay statement and \$100 for
15 each inadequate statement thereafter. Defendants consistently failed to provide Plaintiff and Class
16 Members with required adequate wage statements. Labor Code § 226(e).

17 63. As a consequence of Defendants' knowing and intentional failure to comply with Labor
18 Code section 226(a), Plaintiff and the members of the Wage Statement Subclass are entitled to recover
19 the greater of actual damages or penalties not to exceed \$4,000 for each employee with interest and
20 attorneys' fees and costs.

21 **SIXTH CAUSE OF ACTION**

22 **Failure to Timely Pay Wages Due Upon Separation of Employment**
23 **(By Plaintiff and the Waiting Time Subclass against Each Defendant)**

23 64. Plaintiff re-alleges all preceding paragraphs.

24 65. Labor Code sections 201-202 require employers to pay wages earned by employees within
25 certain times. Defendants had a consistent and uniform policy, practice, and procedure of willfully
26 failing to pay the earned wages of Defendants' former employees. An employer that willfully fails to
27 timely pay all final wages must, as a statutory penalty, pay an employee's wages for 30 days, or until
28 back wages are paid in full. Labor Code section 203.

66. Defendants willfully failed to pay Waiting Time Subclass Members the sum due at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for thirty (30) days thereafter.

SEVENTH CAUSE OF ACTION

Violation of the Fair Labor Standards Act

(By Plaintiff and the FLSA Class Members against Each Defendant)

67. Plaintiff re-alleges all preceding paragraphs.

68. At all relevant times, each Defendant has been, and continues to be, an "employer" engaged in "interstate commerce" within the meaning of the FLSA, 29 U.S.C. section 203. At all relevant times, each Defendant has employed, and continues to employ the FLSA Class Members as "employee[s]" within the meaning of the FLSA.

69. Defendant employed Plaintiff and the FLSA Class Members to work, and they did work, in excess of forty (40) hours per week.

70. Defendant failed to pay Plaintiff and the FLSA Class Members minimum wages or other compensation for all time worked and for work in excess of forty (40) hours per week at one- and one-half times the regular rate of pay for each employee.

71. Plaintiff seeks judgment against Defendant on her own behalf, and on behalf of each FLSA Class Members, for all unpaid wages, including overtime wages, owed by Defendant, together with an award of an additional equal amount as liquidated damages, and costs, interest, and reasonable attorneys' fees.

EIGHTH CAUSE OF ACTION

Violation of the Unfair Competition Law

(By Plaintiff and the UCL Subclass against Each Defendant)

72. Plaintiff re-alleges all preceding paragraphs.

73. The California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code sections 17200, *et seq.*, defines unfair competition to include any "unlawful," "unfair," or "fraudulent" business act or practice. Cal. Bus. & Prof. Code § 17200.

74. Defendants' conduct as described above constitutes unlawful business practices because Defendants violated the California Labor Code, including but not limited to sections 226.7 (meal and rest), 510 and 1194 (minimum and overtime wages), and 2802 (reimbursement of business expenses);

1 and sections of the applicable Wage Order(s).

2 75. Defendants' conduct as described above constitutes unfair business practices because their
3 denial of lawfully earned wages outweighs any utility of such practices.

4 76. As a result of Defendants' unlawful and unfair conduct, Plaintiff and Class members
5 suffered injury in fact.

6 77. Plaintiff and Class members seek declaratory and injunctive relief, restitution, and other
7 appropriate equitable relief. Cal. Bus. & Prof. Code §§ 17203, 17204.

8 78. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and Class
9 members are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in bringing
10 this action.

11 79. This cause of action is brought as a cumulative remedy and is intended as an alternative
12 remedy for restitution for Plaintiff, and each Subclass Member, for the four (4) year period before the
13 filing of this Complaint, and as the primary remedy during the fourth year before the filing of this
14 Complaint. Bus. & Prof. Code § 17205.

15 **NINTH CAUSE OF ACTION**

16 **PAGA Civil Penalties for Failure to Pay Minimum, Regular, and Overtime Wages**
17 **(By Plaintiff and Aggrieved Employees against Each Defendant)**

18 80. Plaintiff re-alleges all preceding paragraphs.

19 81. "Notwithstanding any agreement to work for a lesser wage, any employee receiving less
20 than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled
21 to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
22 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." Labor Code §
23 1194(a).

24 82. "[A]ny provision of this code that provides for a civil penalty to be assessed and collected
25 by the Labor and Workforce Development Agency or any of its departments, divisions, commissions,
26 boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered
27 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
28 current or former employees pursuant to the procedures specified in Section 2699.3." Labor Code §
2699(a).

1 83. "For all provisions of this code except those for which a civil penalty is specifically
2 provided, there is established a civil penalty for a violation of these provisions [] (2) If, at the time of
3 the alleged violation, the person employs one or more employees, the civil penalty is one hundred
4 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
5 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation." Labor Code
6 § 2699(f)(2).

7 84. Section 2699.3(a) applies to any alleged violation of Labor Code sections 510, 1194, and
8 1194.1, and allows for recovery of PAGA civil penalties. Labor Code § 2699.5.

9 85. Defendants failed to pay minimum, regular, and overtime wages during the PAGA
10 Period. Plaintiff will seek \$100 for the initial pay period an employee was underpaid, and \$200 for
11 each subsequent violation.

12 86. Defendants' conduct violates the applicable Wage Order(s) by failing to pay minimum
13 wages to employees. Plaintiff will also seek \$100 for the initial pay period an employee was underpaid,
14 and \$200 for each subsequent violation.

15 **TENTH CAUSE OF ACTION**

16 **PAGA Civil Penalties for Failure to Provide Meal Periods**
17 **(By Plaintiff and Aggrieved Employees against Each Defendant)**

18 87. Plaintiff re-alleges all preceding paragraphs.

19 88. By failing to provide uninterrupted meal periods of at least 30 minutes for shifts of five
20 hours or more, which began before the end of the fifth hour of work, and a second meal period at least
21 30 minutes for shifts of ten hours or more, which began before the end of the tenth hour of work,
22 Defendants willfully violated Labor Code sections 226.7 and 512 and the applicable Wage Order(s).

23 89. By failing to pay employees one hour of pay at their regular rate of compensation for
24 each workday a meal period was not provided, Defendants willfully violated Labor Code sections
25 226.7 and 512, and the applicable Wage Order(s).

26 90. During the PAGA Period, Defendants failed to provide compliant meal periods. Plaintiff
27 will seek penalties of \$100 for the initial pay period an employee was underpaid, and \$200 for each
28 subsequent violation. Labor Code § 2699(f)(2).

///

ELEVENTH CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Authorize and Permit Paid Rest Periods
(By Plaintiff and Aggrieved Employees against Each Defendant)**

91. Plaintiff re-alleges all preceding paragraphs.

92. By failing to authorize and permit a rest period of at least 10 minutes for every four (4) hours or major fraction thereof worked per day, Defendants willfully violated provisions of Labor Code section 226.7 and the applicable Wage Order(s).

93. By failing to pay employees one hour of pay at their regular rate of compensation for each day a compliant rest period was not authorized and permitted, Defendants willfully violated the provisions of Labor Code section 226.7 and the applicable Wage Order(s).

94. During the applicable statutory period, Defendants failed to provide rest periods. Plaintiff will seek penalties of \$100 for the initial pay period an employee was underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2).

TWELFTH CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Reimburse Business-Related Expenses
(By Plaintiff and Aggrieved Employees against Each Defendant)**

95. Plaintiff re-alleges all preceding paragraphs.

96. By failing to reimburse Plaintiff and other aggrieved employees for their business-related expenses, including personal cell phone expenses, Defendants willfully violation Labor Code section 2802.

97. During the applicable statutory period, Defendants failed to reimburse business-related expenses. Plaintiff will seek penalties of \$100 for the initial pay period an employee was underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2).

THIRTEENTH CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements
(By Plaintiff and Aggrieved Employees against Each Defendant)**

98. Plaintiff re-alleges all preceding paragraphs.

99. Every employer must, semimonthly or at the time of each payment of wages, furnish each of its employees an accurate itemized statement in writing showing, among other things, total hours worked and the name of the legal entity that is the employer. Labor Code § 226(a).

100. Defendants intentionally and willfully violated Section 226 by providing wage

1 statements to employees that did not accurately reflect all required information, including but not
2 limited to total hours worked and the name of the legal entity that is the employer.

3 101. During the applicable statutory period, Defendants failed to accurate itemized wage
4 statements. Plaintiff will seek penalties of \$100 for the initial pay period an employee was underpaid,
5 and \$200 for each subsequent violation. Labor Code § 2699(f)(2).

6 **FOURTEENTH CAUSE OF ACTION**
7 **PAGA Civil Penalties for Failure to Timely Pay Wages Due Upon Separation of Employment**
8 **(By Plaintiff and Aggrieved Employees against Each Defendant)**

9 102. Plaintiff re-alleges all preceding paragraphs.

10 103. Labor Code sections 201-202 require employers to pay wages earned by employees
11 within certain times. Defendants had a consistent and uniform policy, practice, and procedure of
12 willfully failing to pay the earned wages of Defendants' former employees. An employer that willfully
13 fails to timely pay all final wages must, as a statutory penalty, pay an employee's wages for 30 days,
14 or until back wages are paid in full. Labor Code section 203.

15 104. Defendants failed to pay Plaintiff and other aggrieved employees all final wages,
16 including minimum, regular, and overtime wages, and meal and rest period premium wages, as
17 required by Labor Code sections 201-202.

18 105. Defendants failed to pay Plaintiff and other aggrieved employees penalties due them
19 based on Defendants' failure to pay all final wages in a timely manner as required by Labor Code
20 section 203. Plaintiff will seek penalties of \$100 for the initial pay period an employee was not
21 reimbursed, and \$200 for each subsequent violation.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff prays for the following relief on behalf of herself, the Class, aggrieved
24 employees, and FLSA Class Members against Defendants:

- 25 1. Certification of this action as a class action and appointment of Plaintiff and Plaintiff's
26 counsel to represent the Class;
- 27 2. Provision of class notice to members of the Class as defined above;
- 28 3. A declaratory judgment that Defendants knowingly and intentionally violated:
- a. California Labor Code sections 510 and 1194 by failing to pay minimum, regular,

1 and overtime wages;

2 b. California Labor Code sections 226.7 and 512 by failing to provide meal and rest
3 periods;

4 c. California Labor Code section 2802 by failing to reimburse necessary business-
5 related expenses;

6 d. California Labor Code section 226 by failing to provide accurate, itemized wage
7 statements;

8 e. California Labor Code section 203 by failing to pay waiting time penalties;
9 and

10 f. California Business and Professions Code sections 17200, *et seq.* by engaging in
11 unlawful or unfair business practices.

12 4. That Defendants be permanently enjoined from engaging in the unlawful or unfair acts
13 and practices alleged;

14 5. An order requiring Defendants to pay restitution of all amounts owed to Plaintiff and
15 members of the Class, in an amount according to proof, pursuant to California Business and
16 Professions Code section 17203;

17 6. Determination that this action may be maintained as a collective action, with Plaintiff
18 serving as Class Representative and her counsel serving as Class Counsel;

19 7. For Facilitated Notice under 29 USC section 216(b);

20 8. That this action be maintained as a Representative Action under the PAGA, and Plaintiff
21 and her counsel be provided with all enforcement capability as if the action were brought by the
22 California Division of Labor Standards Enforcement;

23 9. For recovery of all civil penalties permitted by Labor Code section 2699, for unpaid
24 minimum, regular, and overtime wages pursuant to Labor Code section 1194;

25 10. For recovery of civil penalties permitted by Labor Code section 2699, for unpaid meal
26 period premiums earned pursuant to Labor Code section 226.7;

27 11. For recovery of civil penalties permitted by Labor Code section 2699 for unpaid rest
28 period premiums earned pursuant to Labor Code section 226.7;

12. For recovery of all civil penalties as permitted by Labor Code section 2699, for failing to reimburse all necessary business-related expenses incurred, pursuant to Labor Code section 2802;

13. For recovery of civil penalties permitted by Labor Code section 2699, for inaccurate itemized wage statements pursuant to Labor Code sections 226;

14. For recovery of civil penalties permitted by Labor Code section 2699(f)(2) for failing to timely pay all final wages due pursuant to Labor Code sections 201-202;

15. For recovery of civil penalties permitted by Labor Code section 2699(f)(2) for failing to pay statutory waiting time penalties due pursuant to Labor Code section 203;

16. For the Plaintiff to be recognized by the Court as serving as a Representative of the LWDA, that she be deemed an "aggrieved employee," and that she be awarded some form of enhanced compensation for bringing this action should she prevail and provide benefit to the State of California or other "aggrieved employees," subject to the Court's discretion;

17. Compensatory damages according to proof;

18. Statutory damages as provided under the Labor Code;

19. Liquidated damages as provided under the Labor Code;

20. Pre-judgment and Post-Judgment interest on all sums collected;

21. Reasonable attorneys' fees and costs, pursuant to California Code of Civil Procedure section 1021.5, 29 USC section 216, and the California Labor Code, or other applicable law;

22. Such other relief as the Court may deem appropriate.

COHELAN KHOURY & SINGER
DAVTYAN LAW FIRM, INC.

Dated: June 28, 2023

By: _____

Michael Singer, Esq.

Rosemary C. Khoury, Esq.

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

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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial of all claims triable as of right by jury.

COHELAN KHOURY & SINGER
DAVTYAN LAW FIRM, INC.

Dated: June 28, 2023

By: Rosemary Khoury
Michael Singer, Esq.
Rosemary C. Khoury, Esq.

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

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

EXHIBIT 1

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
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DIANA M. KHOURY, APC
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KRISTINA DE LA ROSA
ROSEMARY C. KHOURY

(† Also admitted in Illinois)

February 16, 2021

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CAL. LABOR CODE SECTIONS 2698, *et seq.*

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Via Certified U.S. Mail with Return Receipt

PowerSchool Group LLC
150 Parkshore Dr
Folsom, CA 95630

PowerSchool Group LLC
c/o C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Notice by Bethany A. Butler, on behalf of herself and all similarly-aggrieved California employees of PowerSchool Group LLC as an individual and as a proposed Representative of the State of California

Dear PAGA Administrator and PowerSchool Group LLC:

Bethany A. Butler ("Claimant") intends to bring an action against PowerSchool Group LLC ("PowerSchool") individually and on behalf of all other similarly-aggrieved California employees. This letter is notice of PowerSchool's Labor Code violations and Claimant's intent to recover civil penalties under California's Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698, *et seq.*

Factual Statement

Claimant Bethany A. Butler was employed by PowerSchool from approximately August 13, 2018 through July 2, 2020 as a non-exempt, hourly-paid employee. During her employment, Claimant held the positions of Senior Client Operations Manager and Senior Customer Success Manager. Throughout Claimant's employment, her job duties were essentially the same and included: maintaining an Excel spreadsheet with each of her many client's first and last names and the products they had purchased; programming fill-in-the-blank scripts to inform clients of billing and other account matters; hosting strategy meetings with co-workers; calling and emailing with clients and acting as a middleman between clients and PowerSchool support team members when necessary; communicating with PowerSchool support team members on an instant message application called "Slack"; and periodically presenting business reviews to clients and PowerSchool's executives, utilizing self-made graphs and charts.

Summarizing the claims on behalf of Ms. Butler and all other aggrieved employees of PowerSchool, the Labor Code violations are as follows:

1. Failure to pay for all hours worked, including up to two hours per day during the COVID-19 pandemic and two-three hours per week previously;
2. Failure to pay the correct overtime rate based on additional compensation for incentive bonuses and other compensation earned above the regular hourly rate paid;
3. Failure to provide duty-free meal periods but requiring employees nevertheless to record meal periods as if they had taken them;
4. Failure to provide any rest periods;
5. Failure to reimburse for cell phone expenses;
6. Failure to list the total hours worked, the correct number of hours worked, and the correct legal entity on wage statements; and
7. Failure to timely pay all wages owed at separation from employment.

PowerSchool failed to track the time Claimant and other aggrieved employees worked or took meal breaks with a system for clocking in and out. Rather, PowerSchool asked employees to self-report their hours worked and whether they took a meal break in a computer program. Claimant was discouraged from recording overtime or taking time for meal periods and was told to think of her position like a salaried one. Claimant did not actually track her hours, and only inputted her hours every week or every two weeks. Due to pressure not to report the correct number of hours she actually worked or to show meal periods she was unable to take, Claimant routinely reported that she had worked 40 hours per week and had taken a lunch break each day she worked. In reality, Claimant estimates that she worked approximately 50 hours per week, nearly always worked through lunch, and often needed to work after-hours and on weekends (including to attend to client emergencies). Additionally, Claimant did not take 15-minute rest breaks and was not informed by PowerSchool of her right to take rest breaks.

Claimant was paid a base hourly rate of approximately \$30 per hour. PowerSchool also offered an "Incentive Plan" that allowed employees to earn annual production bonuses if they met certain objective criteria related to customer satisfaction, retention, and contract renewal. These bonuses were not factored into Claimant's regular rate of pay for the purpose of calculating overtime. For instance, for the period of 03/09/2020 through 03/24/2020, Claimant was paid an overtime rate of \$45.21, exactly 1.5 times her listed hourly rate of \$30.14. During this period of 03/09/2020 through 03/24/2020, Claimant earned a bonus of \$6,105.15, but this was not factored into her regular rate of pay. See attached two wage statements.

PowerSchool did not reimburse Claimant for her business-related personal cell phone use. Before the coronavirus pandemic hit, Claimant worked in an office building. After, she worked from home. When Claimant worked in the office, she used an employer-provided office phone for work. She also sometimes used her personal cell phone to conduct work, for instance, after she had left the office. When Claimant began working from home due to coronavirus, she used her personal cell phone to conduct work.

Claimant's wage statements listed the employer as "PowerSchool." However, the name of the legal entity that was Claimant's employer was "PowerSchool Group LLC."

CA Labor & Workforce Development Agency
PowerSchool Group LLC
Re: Bethany A. Butler
February 16, 2021
Page 3

Labor Code §§ 218.5, 510 and 1194 (Minimum, Regular, and Overtime Wages)

Labor Code sections 218.5, 510 and 1194 require employers to pay at least minimum wage for all hours worked, overtime wages for hours worked over eight per day or forty per week, and double time wages for hours over twelve per day. Overtime wages must be paid at one-and-one half times the employees' regular rate, which must incorporate non-discretionary bonuses. www.dir.ca.gov/dlse/FAQ_Overtime.htm. PowerSchool did not pay for all actual time worked by Claimant and aggrieved employees, and thus, failed to pay minimum and overtime wages. Additionally, Employer(s) miscalculated overtime wages by not factoring non-discretionary bonuses and other compensation into Claimant's and other aggrieved employees' regular rates of pay in weeks in which these bonuses were earned. Claimant's wage statement for the period of 03/09/2020 through 03/24/2020 demonstrates this error. See attached wage statements.

Labor Code § 226 (Wage Statements)

California employers are required to provide itemized wage statements showing, among other things, "total hours worked by the employee," "the name and address of the legal entity that is the employer," and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." Labor Code §§ 226(a)(2), (8), (9). PowerSchool's wage statements do not show total hours worked by Claimant nor the correct number of hours she worked at each hourly rate. Additionally, Claimant's wage statements listed "PowerSchool" as her employer, but PowerSchool Group LLC was the actual name of the legal entity that was her employer. Consequently, PowerSchool owes civil penalties for wage statement violations pursuant to Labor Code section 226.3.

Labor Code §§ 512 and 226.7 (Meal and Rest Periods and Premium Wages)

Employers must provide employees a 30-minute, uninterrupted meal period "after no more than five hours of work," and "a second meal period after no more than 10 hours work." *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1049 (2012). If meal breaks are late, missed, or too short, the employer is liable for an hour of pay at the employee's regular rate ("premium wages"). Labor Code § 226.7. Likewise, employers must provide a 10-minute, uninterrupted rest period for every 4 hours, or major fraction thereof, that an employee works; if the rest period is too short, interrupted, or not provided the employer is liable for an hour of pay at the employee's regular rate ("premium wages"). Labor Code § 226.7

It appears PowerSchool did not issue or did not distribute meal or rest period policies. Nor did PowerSchool provide a clock-in and clock-out mechanism for aggrieved employees to accurately record the length of their meal periods. As stated, Claimant almost always worked through her lunch, and recalls only a handful of occasions on which she took a 30-minute meal break. Likewise, Claimant did not take rest periods, nor was she informed of her right to take paid rest periods. PowerSchool was aware that Claimant and other aggrieved employees did not take meal and rest periods due to their workloads and due to pressure from PowerSchool to get their work done.

Because of PowerSchool's policies and practices, Claimant and other aggrieved employees did not receive compliant meal and rest periods, including second meal periods and third rest periods where applicable. Premium wages were not paid for non-compliant breaks.

CA Labor & Workforce Development Agency
PowerSchool Group LLC
Re: Bethany A. Butler
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Page 4

Labor Code §§ 201-203 (Final Wages)

An employer must pay all wages due to involuntarily terminated employees at the time of termination, or within 72 hours to employees voluntarily terminating. Labor Code § 201. If an employer willfully fails to timely pay all final wages, the wages continue at the same rate for up to 30 days, until paid. As a result of its failure to pay all wages earned described above, PowerSchool failed to pay all final wages due to Claimant and other aggrieved employees and violated Sections 201-203.

Labor Code § 2802 (Business Expense Reimbursement)

An employer must reimburse its employees for necessary business-related expenses. Claimant used her personal cell phone for many business-related reasons, including to communicate with co-workers about work-related matters and with clients regarding their accounts. PowerSchool did not reimburse Claimant and other aggrieved employees for their business-related expenses, including, but not necessarily limited to, the use of their personal cell phones to conduct work. By this failure, PowerSchool violated Section 2802.

Conclusion

Claimant requests the Labor and Workforce Development Agency ("LWDA") initiate enforcement for the violations described above against PowerSchool Group LLC. If the LWDA does not pursue enforcement, Ms. Butler will pursue claims for statutory penalties and seek all remedies available for PowerSchool's violations of the Labor Code and applicable Industrial Welfare Commission Wage Order, including all available penalties set forth in Labor Code section 2699(f).

Very truly yours,
COHELAN KHOURY & SINGER


Rosemary C. Khoury, Esq.

cc (via email only):
Emil Davtyan, Esq.
DAVTYAN LAW FIRM, INC.
880 E. Broadway
Glendale, CA 91205
Emil@DavtyanLaw.com

150 Parkshore Dr
Folsom, CA 95630

REDACTED

Pay Statement
Period Start Date 03/09/2020
Period End Date 03/09/2020
Pay Date 03/31/2020
Document 6166732
Net Pay \$3,609.36

Pay Details

BETHANY A BUTLER	Employee Number	001455	Pay Group	US Non-Exempt
	SSN	XXX-XX-XXXX	Tax Location	Folsom
	Job	Sr Customer Success Mgr	Organization	SUCCE - Success
USA	Pay Rate	\$30.1400	Department	SUCCE - Success
	Pay Frequency	Semi-Monthly	Prod Assign	NOTAPP - N/A

Earnings

Pay Type	Date	Job	Hours	Pay Rate	Current	YTD
DTO			0.0000	\$0.0000	\$0.00	\$964.48
Holiday			0.0000	\$0.0000	\$0.00	\$964.48
Incentive Plan	03/09/2020	Sr Customer Success Mgr			\$6,105.15	\$6,105.15
Overtime			0.0000	\$0.0000	\$0.00	\$339.07
Regular Pay-Hourly			0.0000	\$0.0000	\$0.00	\$13,743.84

Total Hours 0.0000

Deductions

Deduction	Based On	Pre-Tax	Employee		Employer	
			Current	YTD	Current	YTD
Cigna PPO Med	\$0.00	Yes	\$0.00	\$97.34	\$0.00	\$274.30
MFA Stipend	\$0.00	No	\$0.00	(\$22.50)	\$0.00	\$0.00
US 401K Percent	\$0.00	Yes	\$0.00	\$640.48	\$0.00	\$0.00
Basic AD&D	\$0.00	No	\$0.00	\$0.00	\$0.00	\$3.78
Basic Life	\$0.00	No	\$0.00	\$0.00	\$0.00	\$20.30
ER 401K/Roth	\$0.00	Yes	\$0.00	\$0.00	\$0.00	\$560.42
LTD	\$0.00	No	\$0.00	\$0.00	\$0.00	\$36.19
STD	\$0.00	No	\$0.00	\$0.00	\$0.00	\$5.88

Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$6,105.15	\$1,343.13	\$2,338.13
Employee Medicare	\$6,105.15	\$88.53	\$318.29
Social Security Employee Tax	\$6,105.15	\$378.52	\$1,365.22
CA State Income Tax	\$6,105.15	\$624.56	\$874.98
CA Disability Employee	\$6,105.15	\$61.05	\$220.20

Paid Time Off

Net Pay Distribution

Account Number	Account Type	Amount
	Checking	\$3,609.36
Total		\$3,609.36

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$6,105.15	\$6,105.15	\$2,495.79	\$0.00	\$3,609.36
YTD	\$22,117.02	\$21,379.20	\$5,117.82	\$715.32	\$16,283.88

150 Parkshore Dr
Folsom, CA 95630

REDACTED

Pay Statement

Period Start Date 03/09/2020
Period End Date 03/24/2020
Pay Date 03/31/2020
Document 6960982
Net Pay \$2,163.93

Pay Details

BETHANY A BUTLER	Employee Number	001455	Pay Group	US Non-Exempt
	SSN	XXX-XX-XXXX	Tax Location	Folsom
USA	Job	Sr Customer Success Mgr	Organization	SUCCE - Success
	Pay Rate	\$30.1400	Department	SUCCE - Success
	Pay Frequency	Semi-Monthly	Prod Assign	NOTAPP - N/A

Earnings

Pay Type	Date	Job	Hours	Pay Rate	Current	YTD
DTO			0.0000	\$0.0000	\$0.00	\$964.48
Holiday			0.0000	\$0.0000	\$0.00	\$964.48
Overtime	03/09/2020	Sr Customer Success Mgr	3.0000	\$45.2100	\$135.63	\$339.07
Regular Pay-Hourly	03/09/2020	Sr Customer Success Mgr	66.0000	\$30.1400	\$2,893.44	\$13,743.84

Total Hours 99.0000

Deductions

Deduction	Based On	Pre-Tax	Employee		Employer	
			Current	YTD	Current	YTD
Cigna PPO Med	\$0.00	Yes	\$97.34	\$97.34	\$274.30	\$274.30
MFA Stipend	\$0.00	No	(\$7.50)	(\$22.50)	\$0.00	\$0.00
US 401K Percent	\$3,029.07	Yes	\$121.16	\$640.48	\$0.00	\$0.00
Basic AD&D	\$0.00	No	\$0.00	\$0.00	\$0.54	\$3.78
Basic Life	\$0.00	No	\$0.00	\$0.00	\$2.90	\$20.30
ER 401K/Roth	\$0.00	Yes	\$0.00	\$0.00	\$106.02	\$560.42
LTD	\$0.00	No	\$0.00	\$0.00	\$5.17	\$36.19
STD	\$0.00	No	\$0.00	\$0.00	\$0.84	\$5.88

Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$2,810.57	\$329.24	\$996.00
Employee Medicare	\$2,931.73	\$42.51	\$230.76
Social Security Employee Tax	\$2,931.73	\$181.77	\$988.70
CA State Income Tax	\$2,810.57	\$71.30	\$250.42
CA Disability Employee	\$2,931.73	\$29.32	\$159.15

Paid Time Off

Net Pay Distribution

Account Number	Account Type	Amount
	Checking	\$2,163.93
Total		\$2,163.93

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$3,029.07	\$2,810.57	\$654.14	\$211.00	\$2,163.93
YTD	\$16,011.87	\$15,274.05	\$2,622.03	\$715.32	\$12,674.52

1
2 **PROOF OF SERVICE**

3 *Butler v. PowerSchool Group LLC*

4 Sacramento Superior Court Case No. 34-2021-00303458

5 I, Karla Sousa, declare as follows:

6 I am employed in the County of San Diego, State of California. I am over the age of 18 and not a
7 party to this action. My business address is 605 "C" Street, Suite 200, San Diego, California 92101.

8 I further declare that I am readily familiar with the business' practice for collection and processing
9 of correspondence for mailing with United States Postal Service; and that the correspondence shall be
10 deposited with United States Postal Service this same day in the ordinary course of business.

11 On June 28, 2023, I instituted service of the forgoing document(s) described as:

12 **FIRST AMENDED CLASS ACTION COMPLAINT AND REPRESENTATIVE ACTION**

13 **COMPLAINT [PRIVATE ATTORNEYS GENERAL ACT OF 2004,**

14 **Labor Code §§ 2698, et seq. ("PAGA")]**

15 by placing a true copy of each document in a separate envelope addressed as follows:

16 **Counsel for Defendant**

17 Coby M. Turner, Esq.

18 Sophia Kwan, Esq.

19 SEYFARTH SHAW LLP

20 400 Capitol Mall, Suite 2350

21 Sacramento, CA 95814-4428

22 Telephone: (916) 448-0159

23 Facsimile: (916) 558-4839

Daniel Whang, Esq.

SEYFARTH SHAW LLP

2029 Century Park East, Suite 3500

Los Angeles, CA 90067

Telephone: (310) 201-1539

Facsimile: (310) 201-5219

24 I then caused service of each document in the manner described below:

25 **[XX] BY MAIL:** I placed each for deposit in the United States Postal Service this same day, at my
26 business address shown above, following ordinary business practices.

27 **[XX] STATE:** I declare under penalty of perjury under the laws of the State of California that the
28 foregoing is true and correct.

Executed June 28, 2023, at San Diego, California.


Karla Sousa

RECEIVED
CIVIL DROP BOX

2023 JUN 29 PM 3:23

CLERK OF COURT
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

EXHIBIT 3

CO. FILE DEPT. CLOCK VCHR. NO.
00Y 001455 223000 0000170444 1

485-0001

POWERSCHOOL GROUP LLC
150 PARKSHORE DRIVE
FOLSOM, CA-95630
COMPANY PH #: 916-288-1700

Taxable Marital Status:
Federal: Married

Exemptions/Allowances:
Federal: 12

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	30.1400	88.00	2,652.32	17,484.78
Overtime	45.2100	.50	22.61	198.59
Meal Pay	30.1400	1.00	30.14	88.80
Double Time				1,671.81
Dto				1,642.48
Holiday				938.56
Incentive Plan				1,599.04
Gross Pay			\$2,705.07	23,624.06

Deductions	Statutory		
Social Security Tax	-149.72	1,325.89	
Medicare Tax	-35.02	310.09	
CA State Income Tax	-47.71	602.79	
CA SUI/SDI Tax	-26.24	228.44	
Federal Income Tax		468.13	
Other			
Employee Hsa	-83.33*	583.31	
Pre Tax Dental	-23.60*	188.80	
Pre Tax Med	-171.44*	1,371.52	
Pre Tax Vision	-11.88*	95.16	
401K	-108.20*	711.91	
Net Pay	\$2,047.93		
Checking 1	-2,047.93		
Net Check	\$0.00		

* Excluded from federal taxable wages

Earnings Statement



Period Beginning: 04/09/2019
Period Ending: 04/23/2019
Pay Date: 04/30/2019

BETHANY A BUTLER

Your federal taxable wages this period are
\$2,306.62

Other Benefits and Information	this period	total to date
Hsa Match	125.00	875.00
401K Match	94.68	686.33

Important Notes

FOR PAYROLL QUESTIONS:
PAYROLL@POWERSCHOOL.COM

POWERSCHOOL'S DISCRETIONARY TIME OFF (DTO) POLICY:

ALLOWS FOR FLEXIBLE SICK/VACATION USAGE, WITH
PROPER APPROVALS

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 12

POWERSCHOOL GROUP LLC
150 PARKSHORE DRIVE
FOLSOM, CA-95630
COMPANY PH #: 916-288-1700

Advice number: 00000170444
Pay date: 04/30/2019

Deposited to the account of	account number	transit ABA	amount
BETHANY A BUTLER	[REDACTED]	XXXX XXXX	\$2,047.93

THIS IS NOT A CHECK

NON-NEGOTIABLE

PSG-BB 000112



150 Parkshore Dr
Folsom, CA 95630

Pay Statement
Period Start Date 05/24/2019
Period End Date 06/09/2019
Pay Date 06/14/2019
Document 3314660
Net Pay \$2,300.91

Pay Details

BETHANY A BUTLER	Employee Number 001455	Pay Group US Non-Exempt	Federal Income Tax M 12
	SSN	Location Folsom	CA State Income Tax (Residence) S 12
	Job Sr Customer Success Mgr	Organization SUCCES - Success	CA State Income Tax (Work) S 12
USA	Pay Rate \$30.1400	Department SUCCES - Success	
	Pay Frequency Semi-Monthly	Prod Assign NOTAPP - N/A	

Earnings

Pay Type	Date	Job	Hours	Pay Rate	Current	YTD
Double Time			0.0000	\$0.0000	\$0.00	\$1,671.81
DTO			0.0000	\$0.0000	\$0.00	\$1,642.48
Holiday	05/24/2019	Sr Customer Success Mgr	8.0000	\$30.1400	\$241.12	\$1,179.68
HSA Employer			0.0000	\$0.0000	\$0.00	\$875.00
Incentive Plan			0.0000	\$0.0000	\$0.00	\$1,599.04
Meal Break Pen.			0.0000	\$0.0000	\$0.00	\$88.80
Overtime	05/24/2019	Sr Customer Success Mgr	1.0000	\$45.2100	\$45.21	\$311.62
Regular Pay	05/24/2019	Sr Customer Success Mgr	72.0000	\$30.1400	\$2,170.08	
Regular Pay	05/24/2019	Sr Customer Success Mgr	8.0000	\$30.1400	\$241.12	\$25,200.62

Total Hours 89.0000

Deductions

Deduction	Based On	Pre-Tax	Employee		Employer	
			Current	YTD	Current	YTD
CDHP Medical	\$0.00	Yes	\$0.00	\$1,371.52	\$0.00	\$0.00
Dental PPO	\$0.00	Yes	\$0.00	\$188.80	\$0.00	\$0.00
HSA Employer	\$0.00	No	\$0.00	\$875.00	\$0.00	\$0.00
US 401K Percent	\$2,697.53	Yes	\$107.90	\$1,034.71	\$0.00	\$0.00
US HSA Family	\$0.00	Yes	\$0.00	\$583.31	\$0.00	\$0.00
Vision PPO	\$0.00	Yes	\$0.00	\$95.16	\$0.00	\$0.00
Basic AD&D	\$0.00	No	\$0.00	\$0.00	\$0.42	\$0.42
Basic Life	\$0.00	No	\$0.00	\$0.00	\$2.30	\$2.30
ER 401K/Roth	\$0.00	Yes	\$0.00	\$0.00	\$94.41	\$968.78
LTD	\$0.00	No	\$0.00	\$0.00	\$5.17	\$5.17
STD	\$0.00	No	\$0.00	\$0.00	\$0.84	\$0.84

Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$2,589.63	\$0.00	\$470.13
Employee Medicare	\$2,697.53	\$39.11	\$427.10
Social Security Employee Tax	\$2,697.53	\$167.25	\$1,826.23
CA State Income Tax	\$2,589.63	\$55.38	\$766.53
CA Disability Employee	\$2,697.53	\$26.98	\$309.14

Paid Time Off	Net Pay Distribution		
	Account Number	Account Type	Amount
		Checking	\$2,300.91
	Total		\$2,300.91

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$2,697.53	\$2,589.63	\$288.72	\$107.90	\$2,300.91
YTD	\$32,569.05	\$28,420.55	\$3,799.13	\$4,148.50	\$24,621.42

PSG-BB 000115



150 Parkshore Dr
Folsom, CA 95630

Pay Statement

Period Start Date 03/25/2020

Period End Date 04/08/2020

Pay Date 04/15/2020

Document 6336767

Net Pay \$2,177.90

Pay Details

BETHANY A BUTLER

USA

Employee Number 001455
SSN [REDACTED]
Job Sr Customer Success Mgr
Pay Rate \$31.0442
Pay Frequency Semi-Monthly

Pay Group US Non-Exempt
Tax Location Folsom
Organization SUCCES - Success
Department SUCCES - Success
Prod Assign NOTAPP - N/A

Earnings

Pay Type	Date	Job	Hours	Pay Rate	Current	YTD
DTO			0.0000	\$0.0000	\$0.00	\$964.48
Holiday			0.0000	\$0.0000	\$0.00	\$964.48
Incentive Plan			0.0000	\$0.0000	\$0.00	\$6,105.15
Overtime	03/25/2020	Sr Customer Success Mgr	8.0000	\$46.5663	\$372.53	\$711.60
Regular Pay-Hourly	03/25/2020	Sr Customer Success Mgr	88.0000	\$31.0442	\$2,731.89	\$16,475.73

Total Hours 96.0000

Deductions

Deduction	Based On	Pre-Tax	Employee		Employer	
			Current	YTD	Current	YTD
Cigna PPO Med	\$0.00	Yes	\$97.34	\$194.68	\$274.30	\$548.60
MFA Stipend	\$0.00	No	\$0.00	(\$22.50)	\$0.00	\$0.00
US 401K Percent	\$3,104.42	Yes	\$155.22	\$795.70	\$0.00	\$0.00
Basic AD&D	\$0.00	No	\$0.00	\$0.00	\$0.55	\$4.33
Basic Life	\$0.00	No	\$0.00	\$0.00	\$2.99	\$23.29
ER 401K/Roth	\$0.00	Yes	\$0.00	\$0.00	\$124.18	\$684.60
LTD	\$0.00	No	\$0.00	\$0.00	\$5.17	\$41.36
STD	\$0.00	No	\$0.00	\$0.00	\$0.84	\$6.72

Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$2,851.86	\$338.33	\$2,676.46
Employee Medicare	\$3,007.08	\$43.60	\$362.89
Social Security Employee Tax	\$3,007.08	\$186.44	\$1,551.66
CA State Income Tax	\$2,851.86	\$75.52	\$950.50
CA Disability Employee	\$3,007.08	\$30.07	\$250.27

Paid Time Off

Net Pay Distribution

Account Number	Account Type	Amount
[REDACTED]	Checking	\$2,177.90
Total		\$2,177.90

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$3,104.42	\$2,851.86	\$673.96	\$252.56	\$2,177.90
YTD	\$25,221.44	\$24,231.06	\$5,791.78	\$967.88	\$18,461.78

PSG-BB 000138

EXHIBIT 4

Butler v. PowerSchool Group LLC

Sacramento Superior Court Lead Case No. 34-2021-00299363-CU-OE-GDS

12/11/23

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
2/16/2021	LWDA	PAGA Fee Notice	\$75.00
4/22/2021	Sacramento Court	Documents	\$15.60
4/26/2021	Express Network	Summons/Complaint	\$1,673.50
6/23/2021	Express Network	Courtesy Copy	\$105.00
6/24/2021	Express Network	Proof of Service of Summons	\$95.00
2/1/2022	Sacramento Court	Documents	\$2.00
2/1/2022	Express Network	Request to Update	\$105.00
2/7/2022	Sacramento Court	Documents	\$3.00
2/9/2023	Berger Consulting	Statistician	\$3,115.00
4/11/2022	Sacramento Court	Documents	\$3.00
4/12/2022	Express Network	Notice of Orders re Cont. of CMS	\$95.00
5/10/2022	Express Network	Joint CMS	\$95.00
9/21/2022	Express Network	Minute Order	\$95.00
11/22/2022	Judicate West	Mediation Fee (Split w/Class)	\$2,437.50
12/21/2022	Express Network	Notice of Remote Appearance	\$125.00
12/22/2022	Express Network	Stipulation and Prop. Order	\$150.00
7/13/2023	Express Network	Stipulation and Prop. Order	\$200.00
7/21/2023	Express Network	Minute Order	\$150.00
8/22/2023	Express Network	Notice of Change of Firm Name	\$135.00
9/19/2023	Express Network	Stipulation and Order	\$255.00
9/26/2023	Express Network	Notice of Entry of Order Cont. 10/5/23	\$135.00
10/6/2023	Express Network	Request for Dismissal	\$155.00
10/13/2023	Express Network	CMC	\$225.00
<i>Est</i>	<i>Express Network</i>	<i>Preliminary Approval Motion</i>	<i>\$370.00</i>
<i>Est</i>	<i>Express Network</i>	<i>Final Approval Motion</i>	<i>\$370.00</i>
	In House	Postage	\$20.23
	In House	Photocopies (210@.25)	\$52.50
	Total:		\$10,257.33

Litigation Cost

(Class)

Butler v. PowerSchool Group LLC

Sacramento Superior Court Case No. 34-2021-00303458-CU-OE-GDS

12/11/23

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
6/30/2021	Express Network	Complaint/Complex Fee	\$1,673.50
7/12/2021	Express Network	Notice of Related Case	\$95.00
8/17/2021	Express Network	Proof of Service of Summons	\$105.00
8/24/2021	Express Network	Notice of CMC	\$105.00
1/20/2022	Express Network	Notice of Reassignment of Case	\$105.00
4/11/2022	Sacramento Court	Documents	\$4.00
5/10/2022	Express Network	Joint CMS	\$95.00
6/9/2022	Sacramento Court	Documents	\$3.00
6/10/2022	Express Network	Minute Order	\$95.00
9/21/2022	Express Network	Minute Order	\$95.00
11/4/2022	Express Network	Opposition	\$125.00
11/22/2022	Judicate West	Mediation Fee (Split w/PAGA)	\$4,875.00
11/22/2022	Sacramento Court	Documents	\$3.00
11/22/2022	Express Network	Notice of Ruling	\$95.00
12/22/2022	Express Network	Stipulation	\$150.00
1/13/2023	Express Network	Minute Order	\$95.00
5/16/2023	Express Network	Stipulation	\$189.25
6/28/2023	Express Network	Complaint and Representative	\$168.75
7/13/2023	Express Network	Stipulation and Prop. Order	\$200.00
7/21/2023	Express Network	Minute Order	\$150.00
8/22/2023	Express Network	Notice of Change of Firm Name	\$135.00
9/19/2023	Express Network	Stipulation and Order	\$255.00
9/26/2023	Express Network	Notice of Entry of Order Cont. 10/5/23	\$135.00
10/13/2023	Express Network	CMC	\$225.00
	In House	Postage	\$12.72
	In House	Photocopies (413@.25)	\$103.25
	Total:		\$9,292.47

EXHIBIT 5