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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

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

Plaintiff,

v.

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

Defendants.

Lead Case No. 34-2021-00299363-CU-OE-GDS
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Jill H. Talley
Department 23

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF MICHAEL D. SINGER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS,
REPRESENTATIVE, AND COLLECTIVE
ACTION SETTLEMENT**

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Honorable Jill H. Talley

Complaint filed: April 26, 2021

Trial date: Not set

1 I, Michael D. Singer, declare as follows:

2 1. I am the Managing Partner with the law firm of Cohelan Khoury & Singer, co-
3 counsel of record for Plaintiff Bethany A. Butler (“Plaintiff”). I am a member in good standing
4 of the State Bar of California. I submit this Declaration in support of Plaintiff’s Motion for Final
5 Approval of Class, Representative, and Collective Action Settlement. This Declaration is based
6 on my personal knowledge, and if called to testify, I could and would competently testify to the
7 matters contained in this Declaration.

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

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

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

25 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
26 provide the Mandatory Continuing Legal Education activity titled “Litigating California Class
27 Actions” and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
28 Cohelan, is the author of Cohelan on California Class Actions (1997-2025, updated annually),

1 part of Thomson Reuters Expert Series. I am a contributing author on the CEB publication
2 California Wage and Hour Law: Compliance and Litigation (2010-2024, updated annually), in
3 which I wrote the opening chapter overview on California Wage and Hour laws, including the
4 public policy underpinnings for those laws, and the Private Attorneys General Act (PAGA)
5 Claim chapter. I am also a contributing author to the CEB Practitioner (2020), including
6 guidelines for oral argument and forms for PAGA litigation. I have served as a columnist for the
7 California State Bar, Litigation Section on wage and hour litigation and have contributed
8 articles on wage and hour and class action issues through the years to numerous California
9 publications.

10 6. Prior to COVID, I typically lectured several times per year for continuing
11 education courses on wage and hour and class action issues at events in San Diego, Orange
12 County, Los Angeles, and San Francisco. For over twelve years, I served as wage and hour
13 amicus co-chair and liaison for the California Employment Lawyers Association, drafting,
14 reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme
15 Court and Courts of Appeal.

16 7. I have been engaged in the practice of labor and employment law since 2000,
17 handling well over 300 wage and hour class and PAGA actions and several individual labor
18 cases. I have litigated several types of employment actions, including complex ERISA
19 employee welfare benefit plan cases, as well as wage and hour class actions before Federal and
20 State Courts in California. In 2014, I tried a wage and hour class action involving claims for
21 illegally deducted wages and unreimbursed expenses in the matter of *Dilts v Penske Logistics*
22 *LLC, Inc.* I successfully appealed the trial court ruling in *Dilts* finding state laws preempted by
23 the FAAAA for truck drivers.

24 8. I have participated in over 50 appellate cases and argued writs and appeals before
25 several California District Courts of Appeal, successfully arguing the landmark *Vaquero* appeal
26 for plaintiffs in the Second District Court of Appeal, *Vaquero v. Stoneledge Furniture, LLC*
27 (2017) 9 Cal.App5th 98 (requiring employers separately pay commission sales employees for
28 rest periods). As lead counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported

1 at (2008) 165 Cal.App.4th 25], I argued before the Fourth District Court of Appeal in May 2008
2 on transfer from the California Supreme Court, and co-authored the briefing in the successful
3 Supreme Court appeal. I have also argued federal appeals in the Second, Third, and Ninth
4 Circuit Courts of Appeals. In addition, I have drafted numerous appellate briefs as the appellant,
5 respondent, or amicus curiae in various employment class and individual actions. My firm has
6 successfully tried multiple class cases, obtained appellate reversals of class certification denials
7 (*Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and certified multiple consumer and
8 wage and hour class actions.

9 9. I have drafted amicus letters on a range of issues, primarily for the California
10 Employment Lawyers Association (CELA), supporting publication or depublication of Court of
11 Appeal decisions. I have been primarily responsible for dozens of wage and hour class and
12 representative actions, from drafting the complaint, through discovery, dispositive motions,
13 settlement, and settlement approval. I have also acted as lead appellate counsel in the following
14 class action and PAGA action cases: *Maldonado, et al. v. Fast Auto Loans, Inc. dba RPM*
15 *Lenders* (2021) 60 Cal. App. 5th 710 (2021); *Mondragon v. Santa Ana Healthcare & Wellness*
16 *Ctr., LP* (September 29, 2021, B307872) [nonpub. opn.]

17 10. Isam C. Khoury, Founding Partner, is a 1970 graduate of the University of
18 California at San Diego and received a law degree from Hastings School of Law in 1973. Mr.
19 Khoury is a member of the State Bar of California, admitted in 1974, the San Diego County
20 Bar Association, Consumer Attorneys of San Diego and Consumer Attorneys of California. He
21 has successfully litigated numerous complex civil matters to verdict, jury and non-jury. His
22 main areas of practice include civil tort litigation, personal injury, business torts, antitrust
23 and class action cases. In recent years, Mr. Khoury has emphasized wage and hour class action
24 matters, having assisted in the litigation to judgement or settlement of over 300 wage and hour
25 class actions. He has been approved as a CLE lecturer and has participated in seminars on class
26 action wage and hour issues, the complexities of mediation, and the procedural requirements
27 involved in class action settlements. He has argued appeals and been co-counsel in several
28 matters of major import including California Supreme Court decisions including the *Brinker*

1 decision clarifying California meal and rest break requirements.

2 11. Associate Attorney Rosemary C. Khoury graduated magna cum laude from the
3 University of San Diego with a B.A. in English. She received her law degree cum laude from
4 the University of San Diego and was admitted to the California State Bar in 2020. During law
5 school, she worked at USD's Worker's Rights Clinic and received the 2020 award for
6 Outstanding Clinic Intern for her work in representing a client in settlement negotiations before
7 the California Labor Commissioner. She volunteered at USD's Education & Disability Clinic,
8 assisting parents of children with special educational needs. She is committed to protecting
9 employee and consumer rights, and her practice consists of representing employees in wage and
10 hour class actions and PAGA actions, as well as representing consumers in consumer class
11 actions.

12 12. As a part of our overall firm philosophy lawyers perform community service and
13 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San Diego
14 Volunteer Lawyer Program, the San Diego County Bar Foundation, and Consumer Attorneys of
15 San Diego. I have served on the Legal Aid at Work Board of Directors since 2010. Mr. Cohelan
16 served as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and
17 currently sits on the Board as past Chair. He completed 24 years of volunteer judicial service as
18 a Judge Pro Tem of the San Diego Superior Court. Partner Diana M. Khoury has been a member
19 of the San Diego County Bar Association, Consumer Attorneys of San Diego, and Consumer
20 Attorneys of California, serving and chairing various committees through the years for these
21 organizations. Partner Maggie Realin has volunteered at the Legal Aid Society of San Diego
22 where she advised clients on preparing and filing civil restraining orders and answers to
23 unlawful detainer, for which she was awarded a Wiley B. Manuel Award for Pro Bono Legal
24 Services in 2010. Partner Jeff Geraci is a past recipient of the Wiley W. Manuel Award for Pro
25 Bono Service. Our firm's pro bono victories include a settlement which prohibits the City of
26 San Diego from targeting homeless people for illegal lodging tickets under Penal Code Section
27 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer*
28 settlement had the effect of increasing the number of available shelter beds in San Diego.

1 13. Cohelan Khoury & Singer has been certified Class Counsel in the following
2 contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court
3 Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court
4 Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*,
5 Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND*
6 *HOOR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of
7 Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*,
8 United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v.*
9 *Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California
10 Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the
11 Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*,
12 Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United
13 States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les*
14 *Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-
15 30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and*
16 *PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets* San Mateo County
17 Superior Case No. CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court Case
18 No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County*
19 *Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland*
20 *Solutions, Inc.*, United States District Court, Southern District of California Case No.
21 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los
22 Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant*
23 *Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v.*
24 *CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY*
25 *MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234;
26 *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District
27 Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification);
28 *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No.

37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County 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 County Superior Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles County 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 County 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. 1OCV0634; and *Weigle v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others.

14. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded over 300 state and federal class and representative actions.

15. Plaintiff Bethany A. Butler ("Plaintiff") seeks final approval of a \$898,852.00 non-reversionary wage and hour class, Fair Labor Standards Act ("FLSA"), and Private Attorneys General Act ("PAGA") settlement on behalf of 609 non-exempt California employees of Defendant PowerSchool Group, LLC ("PowerSchool" or "Defendant") any time from June 30, 2017 through February 2, 2023 ("Class Period"), February 20, 2020, through February 2, 2023 (the "PAGA Period"), or June 30, 2018, through February 2, 2023 (the "FLSA Period"). Attached as Exhibit 1 is a true and correct copy of the Stipulation of Class, Collective, and Representative Action Settlement filed with the Court on December 12, 2023.

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1 16. Following the Preliminary Approval, Defendant notified Plaintiff that due to a
2 recently identified administrative error in digitally processing archived .pdf records, additional
3 Class Members had been identified and the escalator clause in the settlement would need to be
4 invoked. Defendant elected to roll back the end of the release date to February 2, 2023, and also
5 provide the pro rata increase to the Gross Fund Value with respect to the added workweeks
6 through that date (the final total Qualifying Workweeks under the escalator clause is 52,620,
7 resulting in \$148,852.00 being added to the Gross Fund Value), for a total amount of \$898,
8 852.00.

9 17. Plaintiff was employed by PowerSchool as an hourly, non-exempt employee
10 from approximately August 13, 2018 through July 2, 2020, holding the non-exempt positions of
11 Senior Client Operations Manager and Senior Customer Success Manager. Her duties included
12 maintaining an excel spreadsheet of client names and purchases; programming scripts to
13 communicate with clients; hosting strategy meetings with co-workers; calling and emailing with
14 clients and acting as a middleman between clients and PowerSchool's support team members
15 when necessary; communicating with PowerSchool's support team members on an instant
16 message application called "Slack;" and periodically presenting business reviews to clients and
17 PowerSchool executives, utilizing self-made graphs and charts. Attached as Exhibit 2 is a true
18 and correct copy of the Declaration of Bethany A. Butler filed with the Court on December 12,
19 2023.

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

22 19. Settlement Collective Members are all non-exempt employees who have been
23 employed by PowerSchool anywhere in California during the FLSA Period who opted into the
24 collective action with respect to claims under the FLSA.

25 20. PAGA Group Members are all non-exempt California employees of Defendant at
26 any time during the PAGA Period. PAGA Group Members will not be able to opt out of
27 settlement of the PAGA claims and release of PAGA claims.

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1 21. On April 26, 2021, Plaintiff filed a PAGA Complaint in Sacramento County,
2 alleging failure to: pay wages, provide meal and rest periods, reimburse business expenses,
3 provide wage statements, and provide wages due at separation.

4 22. On June 30, 2021, Plaintiff filed a Class Action Complaint in Sacramento
5 County, alleging failure to: pay wages, provide meal and rest periods, reimburse business
6 expenses, provide wage statements, and provide wages due at separation; Plaintiff also claimed
7 Defendant violated the Unfair Competition Law.

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

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

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

19 26. On June 28, 2023, to effectuate the Settlement, Plaintiff filed a First Amended
20 Class Action Complaint and Representative Action Complaint ("FAC"), combining the causes
21 of action alleged in her prior PAGA Complaint and Class Complaint, and adding a cause of
22 action for Violation of the Fair Labor Standards Act.

23 27. Plaintiff conducted sufficient investigation, through both informal and formal
24 discovery, to evaluate the strengths and weaknesses of her claims and PowerSchool's defenses.
25 Formal discovery included Requests for Production and Special Interrogatories propounded by
26 Plaintiff in late-2021, which were answered by PowerSchool in February 2022.

27 28. Before mediation, PowerSchool produced Plaintiff's personnel file, all employee
28 handbooks and relevant policies in effect during the putative class period, (Policies produced

1 included those related to work use of cell phones, meal and rest periods, bonuses and overtime,
2 and business expense reimbursements), all job descriptions for non-exempt employees,
3 exemplar wage statements from non-exempt employees, random samples of corresponding time
4 and pay records for twenty percent (20%) of the putative class (with time records showing
5 recorded start and end times of shifts and meal periods), a chart displaying all expense
6 reimbursements made to the putative class from April 2017 through 2022 by category, including
7 for “Cell Phone” use, and information regarding PowerSchool’s payment of expense stipends to
8 putative class members.

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

15 30. The parties excluded the workweeks, employees, and pay periods covered by a
16 prior settlement, *Ayyad v. PowerSchool*, that was subject to a separate release.

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

19 32. PowerSchool will pay a Gross Fund Value (“GFV”) of \$898,852.00, based on
20 52,620, Qualifying Workweeks worked by the putative class, which includes all the following:
21 (a) Settlement Administration Costs to Administrator Rust Consulting, Inc., (“Rust” or
22 “Administrator”) of \$13,805.00; (b) Attorneys’ Fees up to \$299,617.33, one-third of the GFV
23 and actual Costs of \$20,098.00; (c) an FLSA Settlement Fund of \$25,000; (d) an Enhancement
24 Payment of up to \$10,000 to Plaintiff; and (e) a PAGA Fund of \$50,000 (\$37,500 to the LWDA
25 (75%), and \$12,500 (25%) to PAGA Group Members).

26 33. The remainder, estimated at \$480,331.67, is the Net Settlement Fund.

27 34. Plaintiff has consented in writing to the division of attorneys’ fees between
28 D.Law, Inc. (33 1/3%) and Cohelan Khoury & Singer (66 2/3%).

1 35. PowerSchool will pay the employer's share of payroll taxes in addition to the
2 GFV.

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

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

9 38. "Released Claims" means the Released Class Claims, the Released PAGA
10 Claims, and the Released FLSA Claims.

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

20 40. Released PAGA Claims means all claims under the California Private Attorneys
21 General Act of 2004 ("PAGA") alleged in the Operative Complaint or claims that could have
22 been alleged based on the facts pertaining to Plaintiff and the PAGA Group Members, arising
23 during the PAGA Period. This includes, but is not limited to PAGA claims based on California
24 Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174,
25 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and the applicable IWC Wage Order(s), as
26 well as all claims arising under the listed Labor Code statutes based on the primary rights of
27 those statutes, irrespective of the theory of recovery alleged. It is understood that PAGA Group
28 Members will not have the opportunity to opt out of, or object to, the Released PAGA Claims.

1 Further, the PAGA Group Members are bound by the Released PAGA Claims regardless of
2 whether they cash and/or otherwise negotiate their Individual PAGA Payment.

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

8 42. Upon the Effective Date and distribution of Individual Settlement Payments,
9 Settlement Class Members will have their class claims released. Similarly, upon the Effective
10 Date and distribution of Individual Settlement Payments, Settlement Collective Members who
11 participate in the settlement by timely cashing, depositing, or otherwise negotiating their
12 Individual Settlement Payment will have their FLSA Claims released. Finally, upon the
13 Effective Date and distribution of Individual PAGA Payments, PAGA Group Members will
14 have their PAGA Claims released.

15 43. The Settlement was preliminary approved on January 16, 2024.

16 44. Pursuant to the Parties' Stipulation and Court Order Modifying the Preliminary
17 Approval Order, on October 4, 2024, after receiving the Court-approved text for the content of
18 the Class Notice from Counsel and data file from Defendant, and searching the National Change
19 of Address database and updating Class Member addresses, Rust mailed a Class Notice to 609
20 Class Members, informing them of (1) the pendency of the Action; (2) proposed settlement
21 terms; (3) automatic payment of Settlement shares if exclusion not requested; (4) released
22 claims; (5) right to object or request exclusion, and (6) and the date, time and place of the final
23 approval hearing.

24 45. This Court has already recognized, at preliminary approval, that the Settlement is
25 "fair, adequate, and reasonable." Now, it is clear that "the reaction of the class members to the
26 proposed settlement" also favors granting final approval. *See Dunk v. Ford Motor Co.* (1996) 48
27 Cal.App.4th 1794, 1801.

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1 46. Class Counsel requests attorneys' fees of \$299,617.33, one-third of GFV, and
2 actual litigation costs of \$20,098.00. Counsel have expended 269.9 hours, a \$157,003.00
3 lodestar. Attached as Exhibit 3 is a true and correct copy of a Summary of Time & Costs for all
4 Class Counsel. Attached as Exhibit 4(A-C) is a true and correct copy of time records from
5 Cohelan Khoury & Singer. Attached as Exhibit 5 is a true and correct copy of costs incurred by
6 Cohelan Khoury & Singer.

7 47. The requested fees are reasonable for several reasons: First, a percentage fee of
8 one-third of the common fund is standard in California class action cases, *see, e.g. Laffitte v.*
9 *Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506.

10 48. Since 2020, Cohelan Khoury & Singer has been awarded one-third of a common
11 fund in many class and representative action settlements, including:

12 a) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No.
13 2018-01017838 (Hon. Glenda Sanders – approving attorneys' fees of 33-1/3% of \$175,000
settlement in a PAGA action).

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

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

18 d) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-
19 2018-00997260 (Hon. Randall J. Sherman –attorneys' fees of 33-1/3% of \$1,485,000 settlement
in Class action) (awarding \$495,000, a **1.92 multiplier** of the lodestar of \$257,515, pre-
certification, as requested).

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

22 f) *Santos, et al. v. National General Management Corp.*, San Bernardino County
23 Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys' fees of 33-1/3% of
\$680,000 settlement in PAGA action) (awarding \$226,666.66, a **1.64 multiplier** of the lodestar
of \$137,768.50, in PAGA-only action, as requested).

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

26 h) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
27 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).

1 i) *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
2 pre-certification wage and hour class action) (awarding \$666,666 for a **2.39 multiplier** of the
3 lodestar of \$277,826, pre-certification, as requested).

4 j) *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
5 \$458,991 settlement in a pre-certification wage and hour class action) (awarding \$152,997 for a
1.21 multiplier of the lodestar of \$126,457, pre-certification, as requested).

6 k) *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
7 settlement in Class and Representative action) (awarding \$500,000 for a **3.19 multiplier** of the
8 lodestar of \$156,348.00, pre-certification, as requested).

9 l) *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
10 in Class and Representative action) (awarding \$200,000 for a **0.5 multiplier** of the lodestar of
\$132,818.50, pre-certification, as requested).

11 m) *Lopez, et al. v. Pacific Gas and Electric Company.*, San Francisco County
Superior Court, Case No. CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –attorneys’ fees of 33-
12 1/3% of \$350,000 settlement in Class and Representative action).

13 n) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior
Court, Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys’ fees of 33-1/3% of
14 \$3,000,000 settlement in Class and Representative action) (awarding \$1,000,000 for a **1.89**
multiplier of the lodestar of \$527,101, pre-certification, as requested).

15 o) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County
Superior Court, Case No. 34-2018-00237087 (Hon. Lauri A. Damrell – attorneys’ fees of 33-
16 1/3% of \$325,000 settlement in Class and Representative action).

17 p) *Sanchez, et al. v. Renzenberger, Inc. et al.*, Los Angeles County Superior Court,
Case No. 19STCV46131 (Hon. Yvette M. Palazuelos – attorneys’ fees of 33-1/3% of
18 \$2,400,000 settlement in Class and Representative action) (awarding \$800,000 for a **1.9**
multiplier of the lodestar of \$401,859, pre-certification, as requested).

19 q) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior
Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack – attorneys’ fees of 33-1/3% of
20 \$9,000,000 settlement in Class and Representative action) (awarding \$3,000,000 for an **8.0**
21 **multiplier** of the lodestar of \$375,468, pre-certification, as requested).

22 r) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No.
21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in
23 Class and Representative action).

24 s) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County
Superior Court, Case No. STK-CV-UOE-2020-0004458 (Hon. Erin Guy Castillo – attorneys’
25 fees of 35% of \$1,500,000 settlement in PAGA action) (awarding \$525,000 for a **1.459**
multiplier of the lodestar of \$360,605, in PAGA-only action, as requested).

26 t) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County
Superior Court, Case No. CIVDSI912925 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of
27 \$2,824,090.50 settlement in Class and Representative action) (awarding \$941,363.50 for a **1.94**
28 **multiplier** of the lodestar of \$485.099.50, pre-certification, as requested).

1 u) *Schiller v. Ashley Distribution Services, LTD.*, San Bernardino County Superior
2 Court, Case No. CIVDS2013264 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of
\$350,000 settlement in Class and Representative action).

3 v) *Caracoza, Jr. v. Ashley Furniture Industries, Inc.*, San Bernardino County
4 Superior Court, Case No. CIVDS2012912 (Hon. Corey G. Lee – attorneys’ fees of 33-1/3% of
\$2,500,000 settlement in Class and Representative action) (awarding \$833,333.33 for a **2.73**
5 **multiplier** of the lodestar of \$304,610.75, pre-certification, as requested).

6 w) *Morris v. The Lincoln National Life Insurance Company.*, Los Angeles County
7 Superior Court, Case No. 22STCV20426 (Hon. Lawrence P. Riff – attorneys’ fees of 33-1/3%
8 of \$500,000 settlement in Class and Representative action).

9 x) *Augustine, et al. v United Parcel Service, Inc.*, Los Angeles County Superior
10 Court, Case No. BC636468 (Hon. Stuart M. Rice – attorneys’ fees of 33-1/3% of \$5,188,336.88
11 settlement in Class and Representative action).

12 y) *Parra, et al. v Aztec Landscaping, Inc.*, San Diego County Superior Court, Case
13 No. 37-2019-00002992 (Hon. James A. Mangione – attorneys’ fees of 33-1/3% of
14 \$3,000,000.00 settlement in a certified Class action) (awarding \$1,000,000.00 for a **1.78**
15 **multiplier** of the lodestar of \$562,787, as requested).

16 49. Here, to award the \$299,617.33 requested, the Court should allow a multiplier of
17 1.90 (\$299,617.33/\$157,003.00). Such a multiplier is appropriate. First, Class Counsel worked
18 on a wholly contingent basis, and risked losing all costs and time expended if they could not
19 reach a Settlement with Defendant on behalf of Plaintiffs. A settlement was reached at
20 mediation in February 2023, after prolonged and contentious mediator-facilitated negotiations.
21 Second, the nearly 270 hours expended by Class Counsel precluded other employment. Third,
22 on the open market, Class Counsel would have received one-third of the common fund by
23 agreement between Class Counsel and named Plaintiffs.

24 50. Class Counsel were confronted with several difficult legal questions in uncertain
25 areas of law in this case and presented their positions to defense counsel and to the mediator
26 with skill. For instance, as to rounding, Class Counsel was operating against the uncertain legal
27 backdrop created by the precedents of *See’s Candy Shops v. Superior Court* (2012) 210
28 Cal.App.4th 889, 907 (allowing rounding only “if the rounding policy is fair and neutral on its
face and it is used in such a manner that it will not result, over a period of time, in failure to
compensate the employees properly for all the time they have actually worked”), *Troester v.*
Starbucks Corp. (2018) 5 Cal.5th 829, 834-35 (considering a scenario where the employer
required employees to work off the clock several minutes per shift and holding that the federal

1 de minimis doctrine which may “in some circumstances ... excuse the payment of wages for
2 small amounts of otherwise compensable time upon a showing that the bits of time are
3 administratively difficult to record” did not apply to state law claims for unpaid wages in that
4 circumstance), *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61 (disallowing rounding
5 of time period punches), and *Camp v. Home Depot, U.S.A., Inc.* (2022) 84 Cal.App.5th 638
6 (articulating that “[t]he California Supreme Court expressly stated...that it ‘has never decided
7 the validity of the rounding standard articulated in *See’s Candy*’” (quoting *Donohue*, supra, at
8 72), and criticizing *See’s Candy*, finding nothing in the Labor Code authorized rounding of time
9 worked, and explaining that the efficiencies previously claimed for rounding time no longer
10 apply in instances where the employer can and does record actual time to the exact minute). In
11 another instance, Class Counsel were confronted with the question of what constitutes a meal
12 period where “operations cease” such that it need not be recorded, see Wage Order 7-2001
13 (“Mercantile Industry”), §7(A)(3), where a dearth of case law exists as to this question and fact-
14 intensive inquiries were required.

15 51. The rates requested by Class Counsel, between \$500 for a four-year attorney, and
16 \$995 for a forty-year attorney and managing partner, are supported by the Laffey Matrix.
17 Attached as Exhibit 6 is a true and correct copy of the Laffey Matrix (accessed December 10
18 2024, available at <http://www.laffeymatrix.com/see.html>).

19 52. The extensive experience of Class Counsel in prosecuting, certifying, and
20 settling class actions, as well as their charitable and academic endeavors, support granting the
21 requested fees.

22 53. Class Counsel believe, in light of all of their experience, that this Settlement is
23 fair, adequate, and reasonable for the Class and Aggrieved Employees.

24 54. The 269.9 hours expended by Class Counsel “would have been undertaken by a
25 reasonable and prudent lawyer to advance or protect his client’s interest.” *Moore v. Jas. H.*
26 *Matthews & Co.*, 682 F.2d 830, 839 (9th Cir. 1982).

27 ///

28 ///

1 55. An excellent result was achieved, with substantial relief being provided to the
2 Class, and no Class Members objecting to, or requesting exclusion from, the Settlement. *See*,
3 *e.g.* Lealao, 82 Cal.App.4th at 44.

4 56. The risk of judgment for Defendant's costs, alone, is sufficient to support Class
5 Representative Service Payment of \$10,000.00 to Plaintiff. It is impossible to know, or
6 intervene, each time a class action plaintiff loses an employment opportunity, making it
7 essential to compensate them at final approval, the only time the risk they took can be at least
8 slightly offset and they can be adequately compensated. Plaintiff more than satisfied her
9 obligation to protect the interests of the Class and place them above her own. Plaintiff accepted
10 the risk of judgment for Defendant's costs and potential loss of future employment
11 opportunities. Plaintiff had individual claims which she did not pursue, or abandoned, to serve
12 only as a representative of other employees, although, unlike those employees, Plaintiff was
13 required to give a general release of all claims of any kind, including a section 1542 waiver.
14 Plaintiff further expended approximately forty (40) hours in seeking legal counsel and
15 participating in this action through and beyond Settlement.

16 57. In addition, the Service Award is also proportional compared to the total
17 recovery in this case. The amount of the total for the Service Awards is approximately .011 %
18 of the gross settlement amount.

19 58. The Agreement allocates \$50,000.00 to PAGA claims, \$37,500.00 (75%) paid
20 directly to the LWDA, and the remaining \$12,500.00 (25%) to PAGA Group Members. This
21 allocation was the result of good-faith, mediated negotiations.

22 59. Further, the fees sought for paralegals Amber Worden and Matthew Atlas are
23 appropriate because each meets the requirements of Business & Professions Code section 6450
24 *et seq*, including qualifications and continuing education and their hourly billing rates and hours
25 worked are reasonable and usual for the services rendered.

26 ///

27 ///

28 ///

1 60. On the same date this motion and its supporting documents are filed with the
2 Court, they will be served upon Defendant and provided to the LWDA via the LWDA's
3 website, using the appropriate intake form. Attached as Exhibit 7 is a true and correct copy of
4 the LWDA confirmation of Receipt.

5 I declare under the penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct and this declaration is executed on December 17, 2024 in San
7 Diego, California.

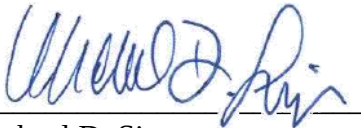
8 
9 _____
10 Michael D. Singer

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 objector'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

1 understood that PAGA Group Members will not have the opportunity to opt out of, or object to, the
2 Released PAGA Claims. Further, the PAGA Group Members are bound by the Released PAGA Claims
3 regardless of whether they cash and/or otherwise negotiate their Individual PAGA Payment.

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

9 nn. "Released Parties" means Defendant and all of its present and former parent
10 companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees, agents,
11 servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons
12 acting by through, under or in concert with any of them.

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

27
28 pp. "Response Deadline" means the deadline by which Class Members must submit a

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

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

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

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

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

CLASS CERTIFICATION

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

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

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

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

23. Opt-In Procedure for Collective Members. Each Collective Member's share from the 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, PAGA 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;

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

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

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

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

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

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

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

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

f. Entering judgment in the Action barring and enjoining all Settlement Class Members and Settlement Collective Members from prosecuting the Released Class Claims and Released FLSA Claims, respectively, and PAGA Group Members from prosecuting the Released PAGA Claims, 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,

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

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

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

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

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

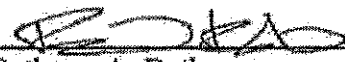
2 63. Integration Clause. This Agreement contains the entire agreement between the Parties
3 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
4 agreements, understandings, representations, and statements, whether oral or written and whether by a
5 Party 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.**

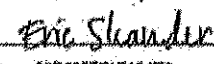
12 **PLAINTIFF BETHANY A. BUTLER**

13 Dated: May 9, 2023.

14 
Bethany A. Butler

15 **DEFENDANT POWERSCHOOL GROUP LLC**

16 Dated: 6/2/2023, 2023

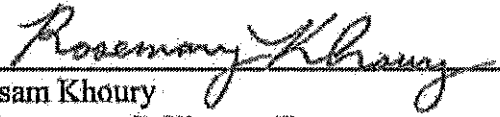
17 DocuSigned by:

0000027F4E104E2...
Full Name: Eric Shander

18 Title: CFO
19 On behalf of PowerSchool Group LLC

1 **APPROVED AS TO FORM**
2

3
4 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.

8 Dated: 4/18, 2023


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

SEYFARTH SHAW LLP

13 Dated: 6/1/2023, 2023

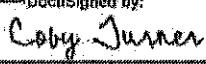
DocuSigned by:

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 \$ [REDACTED].
- 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 the 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

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Rosemary C. Khoury (SBN 331307)

rkhoury@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Facsimile: (619) 595-3000

D.LAW, INC.

Emil Davtyan (SBN 299363)

emil@d.law

400 N. Brand Blvd., 7th Floor

Glendale, CA 91203

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 THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

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

Plaintiff,

v.

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

Defendants.

Lead Case No. 34-2021-00299363-CU-OE-GDS
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Jill H. Talley
Department 27

CLASS ACTION

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

Date: January 5, 2024

Time: 9:00 a.m.

Dept.: 27

Judge: Honorable Jill H. Talley

Complaint filed: April 26, 2021

Trial date: Not set

Filed

Superior Court of California,

Sacramento

12/12/2023

waltmos

By _____, Deputy

34-2021-00299363-CU-OE-GDS

BY FAX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

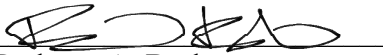
6
7 
Bethany A. Butler

EXHIBIT 3

SUMMARY OF TIME AND COSTS

Butler v. PowerSchool Group LLC

Sacramento Superior Court Case No. Lead Case No. 34-2021-00299363

Sacramento Superior Court Case No. 34-2021-00303458

Total Attorneys' Hours: 269.9
Total Lodestar: \$157,003.00
Total Costs: \$ 20,098.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	34.0	\$925	\$31,450.00
Michael D. Singer, Managing Partner	1984	12.7	\$995	\$12,636.50
Rosemary C. Khoury, Associate	2020	138.3	\$500	\$69,150.00
Amber Worden, Certified Paralegal	N/A	18.6	\$200	\$3,720.00
Matthew Atlas, Paralegal	N/A	11.6	\$175	\$2,030.00
TOTAL:		215.2		\$118,986.50

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
D. LAW, INC.				
Emil Davtyan	2014	54.7	\$695	\$38,016.50
TOTAL:		54.7		\$38,016.50

Total Aggregate Hours: 269.9	Total Lodestar: \$157,003.00
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$20,098.00
D. Law, Inc.	\$0.00
TOTAL COSTS	\$20,098.00

EXHIBIT 4

EXHIBIT 4-A
ATTORNEY TIME
ISAM C. KHOURY

Butler v. PowerSchool Group LLC
Sacramento Superior Court Case No. Lead Case No. 34-2021-00299363
Sacramento Superior Court Case No. 34-2021-00303458
Attorney Time – Isam C. Khoury

Date	Activity	Time
9/15/2020	Review Motion to sever, discuss memo	0.8
2/5/2021	New file intake, doc review and research. Discussion w/ED and MDS	1.0
2/16/2021	Review MDS edits to PAGA letter and discuss w/RK	0.2
3/22/2021	Status Update	0.3
4/26/2021	Status update and venue discussion	0.3
5/4/2021	Talking to RK and MDS about service of complaint	0.1
5/24/2021	Review client materials and discuss, PAGA amendment and arb clause	1.0
6/2/2021	Research & Discuss service issues and amended complaint requirements w/RK	0.5
6/2/2021	Follow-up on status of service	0.2
6/29/2021	Review complaint, discuss discovery plan	0.5
6/30/2021	Review approve revised complaint, and provide input on discovery plan. Conf w/RK	0.5
7/7/2021	Case review, discuss claims and prepare for call with defense w/RK and call	1.2
7/7/2021	Prepare for conf call w/defense and call	0.6
9/13/2021	Review answer	0.3
10/13/2021	Phone call w/RK re: discovery	0.2
1/3/2022	Status update on defendant's discovery responses and meet and confer issues	0.3
1/18/2022	Update on MTC arb and mediation discussions	0.3
3/8/2022	Arrange M&C call discuss status w/MDS	0.3
5/16/2022	Status update memo from RCK Re: motions to sever and continue MTC	0.4
6/28/2022	Discussion w/RK re: motion to limit or sever	0.2
7/27/2022	Review draft letter to defense and discuss w/RK	0.3
8/2/2022	Status update w/ RK and file review	0.3
8/20/2022	Discuss mediation proposal and delays w/ RK	0.2
8/22/2022	Outline follow up discovery issues, discuss w/ RK	0.4
10/5/2022	Discuss mediator selection	0.2
10/6/2022	Discuss mediator selection and def proposals	0.3
10/10/2022	Review prior settlement, discuss potential overlap	0.3
11/3/2022	Confirm mediation dates and payment. Discuss tasks w/RK	0.4
11/4/2022	Review oppo to motion to compel	0.3
11/17/2022	Review tentative ruling and memo form RK	0.3
11/21/2022	Status update on motion to sever and mediation coordination progress	0.8
11/30/2022	Discuss mediation w/RK	0.2
1/4/2023	Status update Work with RK re P&As and liability analysis and defense production	1.0
1/16/2023	Discuss data production and accessibility	0.5

Butler v. PowerSchool Group LLC
Sacramento Superior Court Case No. Lead Case No. 34-2021-00299363
Sacramento Superior Court Case No. 34-2021-00303458
Attorney Time – Isam C. Khoury

1/20/2023	Update on client individual action analysis and mediation Data review	1.0
1/30/2023	review data and policies from defendant. Edit brief and discuss w/ RK additional data needs for mediation damage analysis	1.5
2/1/2023	Edit brief and research 1198 and wage order re: meal period recording, mediation prep	2.0
2/2/2023	Mediation and prep	9.5
2/3/2023	Confer w/ client and assign processing and memo to file	0.3
3/6/2023	Prepare for and call re: processing dates	0.2
3/20/2023	Consult w/RK re: settlement agreement	0.1
4/18/2023	Update on settlement processing	0.3
10/13/2023	Call w/RK	0.1
12/12/2023	Follow up on defense edits and Final approval issues	0.3
3/6/2024	Call w/RK re: dates	0.1
8/6/2024	Discuss ex parte, message for defense attorney3	0.3
8/8/2024	Email re: ex parte to defense attys, consult with AW	0.3
8/13/2024	Message/email to Turner	0.1
8/14/2024	Call w/defense final; approval and prep for call	0.5
8/26/2024	Email to defense, edit CMC request and statement	0.3
8/27/2024	Review statement edits from defense	0.2
8/28/2024	Follow up on edits from defense	0.2
8/30/2024	Appear re new Final Approval date	0.5
9/4/2024	Edit revised stip and Notice, confirm data to admin	0.5
9/7/2024	Revise notice. Email to defense re: amended release end date. Review and approved revised Notice, order and statement to court	0.8
9/7/2024	Email from admin re: no SSN numbers and processing	0.2
	Total:	34.0

EXHIBIT 4-B

**ATTORNEY TIME
MICHAEL D. SINGER**

Butler v. PowerSchool Group LLC
Sacramento Superior Court Case No. Lead Case No. 34-2021-00299363
Sacramento Superior Court Case No. 34-2021-00303458
Attorney Time – Michael D. Singer

Date	Activity	Time
2/5/2021	Initial intake 2.0	2.0
5/4/2021	Talking to RK and MDS about service of complaint	0.1
5/17/2021	Status review .5	0.5
5/24/2021	Status case review .5; analysis of client docs 1.0; review complaint .2; emails re amendment for class allegations .1	1.0
7/2/2021	Case review .5	0.5
11/5/2021	Status review .4; analysis of class waiver .2; research re arb enforcement 1.0	1.6
11/19/2021	Case review 1.0	1.0
2/1/2022	Case analysis re mediation/PAGA MTC 2.0	2.0
3/8/2022	Case Review .5; corresp. w defense re CMC meet and confer and discovery ext. .3	0.8
3/10/2022	Case review pre-meet and confer call .3; prepare CMC statement .7	1.0
3/24/2022	Review SC statement revisions .2; status review .3	0.5
5/5/2022	Status review .2	0.2
8/1/2022	Status review .2	0.2
12/10/2024	Review Final Approval Materials	1.3
	Total:	12.7

EXHIBIT 4-C

**ATTORNEY TIME
ROSEMARY C. KHOURY**

Butler v. PowerSchool Group LLC
Sacramento Superior Court Case No. Lead Case No. 34-2021-00299363
Sacramento Superior Court Case No. 34-2021-00303458
Attorney Time – ROSEMARY C. KHOURY

Date	Activity	Time
2/8/2021	Email with MDS about new PAGA letter to send out ASAP	0.2
2/8/2021	Setting up folder	0.1
2/8/2021	Setting up PAGA letter by Look at AW index of cases	0.2
2/8/2021	Draft PAGA notice	0.3
2/8/2021	Saving documents in G:Drive	0.4
2/8/2021	Email MDS and AW about retainer agreement and docs	0.1
2/9/2021	Check PAGA website for filings	0.1
2/9/2021	Draft PAGA notice/Look at examples	1.6
2/9/2021	Emailing MDS for summary of issues	0.1
2/9/2021	Phone call with client	0.1
2/9/2021	Email client about needing answers to questions	0.2
2/10/2021	Left voicemail for rep	0.1
2/10/2021	Emailed MDS about not reaching rep	0.1
2/10/2021	Look at last day to file class action/submit PAGA notice (July 2021)	0.1
2/11/2021	Email with AW about records request	0.1
2/11/2021	Research law on record request and PAGA letter and Email with MDS and AW	0.3
2/11/2021	Check spam for email from client (none)	0.1
2/11/2021	Leave voicemail for Bethany Butler	0.1
2/12/2021	Email with AW about contacting Ms. Butler	0.2
2/12/2021	Look over PAGA letter draft	0.1
2/12/2021	Read email from AW to Ms. Butler	0.1
2/12/2021	Phone call with plaintiff about her employment and case trajectory	1.1
2/14/2021	Saving notes from client	0.1
2/14/2021	Completing PAGA Notice	2.2
2/15/2021	Completing PAGA Notice	0.7
2/15/2021	Completing ESI Notice	0.4
2/15/2021	Completing Catalyst Letter	0.3
2/15/2021	Email MDS and AW PAGA ntc and other docs	0.1
2/15/2021	Read MDS redline of PowerSchool PAGA ntc	0.1
2/15/2021	Email MDS about his redlines	0.1
2/15/2021	Fixing PAGA notice	0.7
2/15/2021	Email MDS fixed PAGA notice	0.1
2/16/2021	Read second MDS redline and Accept changes	0.2
2/16/2021	Email MDS about Accept changes	0.1
2/16/2021	Finalizng paga letter with both employers	1.0
2/16/2021	Finalize catalyst letter with both	0.3
2/16/2021	Finalize esi notice with both	0.2
2/16/2021	Email AW final docs and all relevant attachments	0.2
2/16/2021	Re-Finalize PAGA letter after learning true employer from AW	0.5
2/16/2021	Email with AW and MDS, and confirming okay to send docs out now	0.3

Butler v. PowerSchool Group LLC
Sacramento Superior Court Case No. Lead Case No. 34-2021-00299363
Sacramento Superior Court Case No. 34-2021-00303458
Attorney Time – ROSEMARY C. KHOURY

3/21/2021	Email defense attorneys back	0.2
4/22/2021	Draft PAGA complaint	0.8
4/22/2021	Research other Tomney case with help from MA	0.4
4/22/2021	Read through Tomney documents	0.3
4/23/2021	Completing PAGA complaint	2.7
4/23/2021	Doing final Proof read of complaint	0.3
4/23/2021	Send to MA and AW to file	0.1
4/27/2021	Email with defense counsel about complaint	0.2
4/27/2021	Call AW about complaint filing	0.1
4/28/2021	Discuss complaint filing and answer with KDLR	0.1
5/4/2021	Email with AW about judge and service of complaint	0.1
5/4/2021	Talking to ICK and MDS about service of complaint	0.1
5/13/2021	Email with AW about discrepancy in complaint	0.1
5/17/2021	Read order deeming complex	0.1
5/17/2021	Email with MDS about amending PAGA notice	0.1
5/18/2021	Updating deadlines	0.1
5/18/2021	Email conundrum to CKS lawyers about records timing	0.2
5/24/2021	Call Plaintiff about amending complaint and talking with defense counsel and records being received	0.1
5/24/2021	Email with MDS about amending to add class claims	0.4
5/24/2021	Discuss severability clause with MDS	0.2
5/24/2021	Email with MDS about strategy	0.2
6/2/2021	Email and talking with AW about service	0.1
6/2/2021	Email and talking with ICK about service	0.1
6/2/2021	Email defense attorney about NAR	0.1
6/8/2021	Check what needs to be done still	0.1
6/24/2021	Email with AW about NAR	0.1
6/29/2021	Look up SOL	0.1
6/29/2021	Email AW and MA about filing PowerSchool class complaint	0.1
6/29/2021	Starting class complaint	0.8
6/29/2021	Research cell phone issue	0.2
6/29/2021	Call client about cell phone use	0.2
6/29/2021	Draft complaint	0.1
6/29/2021	Finishing complaint	0.5
6/30/2021	Forwarding AW doc from client	0.1
6/30/2021	Finishing class complaint	0.5
6/30/2021	Send complaint to AW and MA with instructions	0.1
6/30/2021	Email with MA about Finalize and filing complaint	0.1
6/30/2021	Discuss next steps with ICK	0.2
6/30/2021	Email defense attorney about class complaint	0.1
6/30/2021	Review files and pay stubs	0.3
6/30/2021	Talking with MA about discovery in files	0.1
6/30/2021	Email AW about notice of related cases	0.1

Butler v. PowerSchool Group LLC
Sacramento Superior Court Case No. Lead Case No. 34-2021-00299363
Sacramento Superior Court Case No. 34-2021-00303458
Attorney Time – ROSEMARY C. KHOURY

7/1/2021	Email with defense counsel and setting up call for next week	0.2
7/1/2021	Re-Review arbitration agreement	0.1
7/1/2021	Accept invitation for call next week	0.1
7/7/2021	Talking with ICK about phone call with defense	0.3
7/7/2021	Read complaint in advance of call	0.1
7/7/2021	Read through docs in advance of call	0.2
7/7/2021	Call with defense	0.4
7/7/2021	Email MDS and others case update and next steps	0.2
7/12/2021	Email with MA about notices of related cases	0.1
7/22/2021	Read emails with defense about complaint	0.1
7/23/2021	Talking with AW about extension of time to respond	0.1
8/9/2021	Responding to receipt of answer	0.1
8/17/2021	Email authorization for proof of service	0.1
8/26/2021	Going over calendar with AW	0.1
9/10/2021	Email with defense counsel about answer	0.1
9/22/2021	Update MDS on case status	0.1
10/13/2021	Look at deadlines	0.1
10/13/2021	Phone call with ICK re: discovery	0.2
11/1/2021	Check status of discovery	0.1
11/1/2021	Set up discovery	0.2
11/1/2021	Draft RPD1	0.4
11/1/2021	Check status of discovery	0.1
11/4/2021	Call defense attorney Coby Turner re: discovery	0.1
11/8/2021	Draft RPD1	0.3
11/8/2021	Draft SROG1	0.4
11/9/2021	Draft SROG1	0.1
11/10/2021	Ask AW to serve discovery today	0.1
11/10/2021	Draft SROG1	0.4
11/10/2021	Draft SROG1	0.4
11/10/2021	Draft RPD1	0.2
11/10/2021	Ask AW to serve discovery today	0.1
11/16/2021	Email with AW re: defense email re discovery	0.1
11/16/2021	Email with AW re: defense email re discovery	0.1
11/18/2021	Email with AW re: re-served discovery to defendant	0.1
11/18/2021	Email with AW re: re-served discovery to defendant	0.1
12/1/2021	Review calendar with AW	0.1
12/7/2021	Email with defense counsel re: moving defendant response deadline	0.1
12/7/2021	Email with defense counsel re: moving defendant response deadline	0.1
12/21/2021	Review documents in advance of meet and confer	0.4
12/21/2021	Call with defense counsel	0.5
12/21/2021	Email recap of whole case to MDS and others	0.4
1/3/2022	Call Plaintiff re: update	0.5
1/3/2022	Email MDS and ICK re: update	0.2

Butler v. PowerSchool Group LLC
Sacramento Superior Court Case No. Lead Case No. 34-2021-00299363
Sacramento Superior Court Case No. 34-2021-00303458
Attorney Time – ROSEMARY C. KHOURY

1/3/2022	Forward AW email about contacts	0.1
1/3/2022	Email with ICK re: LC 970 claim	0.1
1/18/2022	Email defense re: discovery and mediation	0.2
1/18/2022	Send MDS notes on case and recs for appearance of other attorney while I'm on leave	0.1
1/18/2022	Email defense re: discovery and mediation	0.2
1/18/2022	Email with ICK re: mediation	0.1
1/18/2022	Send MDS notes on case and recs for appearance of other attorney while I'm on leave	0.1
1/25/2022	Email defense re: extension	0.2
2/1/2022	Attorney meeting	0.1
4/6/2022	Read joint CMC statement	0.2
4/6/2022	Email with AW re: appearance	0.1
4/7/2022	Email with AW re: complex fee	0.1
4/11/2022	Review deadlines	0.1
4/11/2022	Read order	0.2
4/12/2022	Outline tasks through May 2022	0.3
5/4/2022	Review discovery responses	0.5
5/4/2022	Email defense re: discovery and CMC	0.2
5/4/2022	Email AW re: discovery and CMC	0.1
5/5/2022	Leave voicemails for attorneys re: discovery and joint statement	0.2
5/5/2022	Email AW re: deadlines	0.1
5/5/2022	Revise CMC statement	0.2
5/5/2022	Revise CMC statement	0.2
5/5/2022	Send statements to defense	0.1
5/6/2022	Email defense re: CMC statements	0.1
5/9/2022	Email AW re: CMC statements	0.1
5/9/2022	Email defense counsel re: CMC statements	0.1
5/9/2022	Email with Brenda re: defense call	0.1
5/9/2022	Update calendar	0.1
5/9/2022	Read defense email	0.1
5/9/2022	Call with defense counsel	0.2
5/9/2022	Email defense counsel	0.1
5/10/2022	Review calendar with AW	0.1
5/10/2022	Read defense CMC statements redlines	0.2
5/10/2022	Email with defense re: statements and call	0.1
5/17/2022	Consider how to proceed	0.3
5/17/2022	Email defense re: plan	0.2
5/17/2022	Email defense re: CMC and discovery	0.1
5/19/2022	Read tentative ruling	0.1
5/19/2022	Email with AW re: CMC	0.1
5/19/2022	Read updated deadlines	0.1
5/23/2022	Update deadlines for next 3 months and take strategy notes	0.2

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Attorney Time – ROSEMARY C. KHOURY

5/23/2022	Update deadlines for next 3 months and take strategy notes	0.2
6/2/2022	Review last CMC statement	0.1
6/2/2022	Email Defendant re: motion to sever	0.1
6/3/2022	Email with defense re: motion and MTC	0.1
6/3/2022	Email defense re: motion to sever	0.3
6/13/2022	Email Defendant re: motion to sever	0.1
6/14/2022	Attorney meeting	0.2
6/16/2022	Email defense re: motion to sever	0.1
6/15/2022	Reply to defense re: motion	0.1
6/20/2022	Review schedule and plan next steps	0.1
6/20/2022	Find and send MDS arb agreement	0.1
6/28/2022	Discussion with ICK re: motion to limit or sever	0.2
6/29/2022	Email with defense re: motion to limit or sever	0.1
6/29/2022	Call ICK re: motion to limit or sever	0.1
7/5/2022	Review calendar with AW	0.1
7/15/2022	Call defense re: discovery	0.2
7/15/2022	Email defense re: discovery	0.1
7/20/2022	Update deadlines	0.1
7/21/2022	Research arbs other than plaintiff	0.2
7/25/2022	Review case and brainstorm next steps	0.1
7/27/2022	Email ICK draft of email to defense counsel	0.3
7/27/2022	Call with ICK re: email	0.1
7/27/2022	Call with ICK re: Viking effect	0.1
7/27/2022	Email defense re: mediation proposal	0.1
8/2/2022	Call with ICK re: next steps	0.1
8/3/2022	Review discovery responses and documents produced	0.3
8/3/2022	Email AW re: discovery	0.1
8/3/2022	Review all discovery	0.3
8/3/2022	Email defense re: discovery	0.3
8/3/2022	Email team re: motion to compel	0.1
8/3/2022	Attorney meeting	0.2
8/3/2022	Consider what to include in motion to compel	0.2
8/5/2022	Update calendar	0.1
8/22/2022	Review deadlines	0.2
8/22/2022	Call defense re: statement	0.1
8/22/2022	Email defense re: CMC statement and mediation	0.1
8/22/2022	Re-email re: IDC and mediation	0.2
8/22/2022	Discuss case with ICK	0.1
8/23/2022	Review prior joint statements	0.2
8/23/2022	Email defense attorneys re: joint statement and discovery	0.2
8/23/2022	Email team re: requesting IDCs	0.1
8/23/2022	Try calling everyone at Seyfarth	0.2
8/23/2022	Research IDC procedure	0.2

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8/23/2022	Email defense re: IDC	0.1
8/23/2022	Email with Coby re: issues in case	0.3
8/23/2022	Email re: CMC statements	0.2
8/23/2022	Email re: mediation and statements	0.1
8/23/2022	Email defense re: statement	0.1
8/23/2022	Email MDS and ICK re: statement	0.1
8/29/2022	Review notes re: discovery and case	0.2
8/29/2022	Draft and send meet and confer email re: discovery	1.3
8/29/2022	prep for call	0.1
8/29/2022	call with defense	0.6
9/22/2022	Email with defense re: mediators	0.1
9/27/2022	Update calendar	0.1
9/29/2022	Email Coby re: mediators	0.1
10/3/2022	Update calendar	0.1
10/4/2022	Attorney meeting	0.1
10/4/2022	Email with defense re: mediators	0.2
10/5/2022	Email with MDS re: mediators	0.1
10/5/2022	Email MDS re: mediator	0.1
10/7/2022	Search CELA emails for mediator	0.3
10/7/2022	Email Alreen re: mediators	0.1
10/7/2022	Email team re: mediator	0.1
10/7/2022	Look into mediator	0.1
10/7/2022	Email mediator re: availability	0.1
10/15/2022	Update calendar	0.2
10/15/2022	Email Coby re: mediator McCurine	0.1
10/18/2022	Email with defense re: mediators	0.1
10/18/2022	Email with mediator assistant	0.1
10/24/2022	Email defense re: mediation	0.2
10/24/2022	Email MDS re: mediation	0.2
10/27/2022	Review motion to limit or sever	0.3
10/27/2022	Update deadlines	0.1
11/1/2022	Update deadlines	0.2
11/1/2022	Research for oppo to motion to sever	1.5
11/1/2022	Email with Coby re: mediator	0.2
11/1/2022	Email with defense re: mediation	0.1
11/1/2022	Email with mediator assistant	0.1
11/4/2022	Draft opoo to MTC arb	1.2
11/4/2022	Email team re: oppo	0.2
11/4/2022	Call with AW re: finalizing motion	0.1
11/15/2022	Review calendar with AW	0.1
11/17/2022	Read tentative	0.4
11/17/2022	Email with team re: tentative	0.2
11/17/2022	Email with defense re: hearing	0.1

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Attorney Time – ROSEMARY C. KHOURY

11/17/2022	Check hearing info	0.1
11/18/2022	Prepare for hearing	0.6
11/18/2022	Hearing	0.4
11/22/2022	Email AW re: tentative	0.1
11/22/2022	Email mediator's assistant re: invoice	0.1
11/28/2022	Update deadlines	0.2
11/30/2022	Discuss mediation with ICK	0.2
12/5/2022	Email defense re: mediation	0.1
12/12/2022	Email defense re: data and doc request	0.1
12/13/2022	Update calendar	0.1
12/15/2022	Draft data and doc request	0.8
12/15/2022	Review calendar with AW	0.1
12/15/2022	Send data and doc request to defense	0.1
12/19/2022	Review stips to continue	0.1
12/19/2022	Email with AW re: stips to continue	0.1
12/21/2022	Email with defense re: requests	0.2
12/22/2022	Review stip emails	0.1
1/3/2023	Call with AW re: informing client of mediation	0.1
1/4/2023	Email with AW re: mediation	0.1
1/4/2023	Review email re: mediation	0.1
1/4/2023	Email defense re: data and doc request	0.1
1/4/2023	Email AW re: individual employment issue	0.1
1/4/2023	Discuss mediation with ICK	0.4
1/4/2023	Email with defense re: data production	0.1
1/9/2023	Update deadlines	0.1
1/12/2023	Email with defense re: mediation	0.1
1/17/2023	Review mediation info	0.1
1/18/2023	Research individual employment issue	0.9
1/18/2023	Left voicemail for client re: individual employment issue	0.1
1/18/2023	Call with client re: issues	0.8
1/18/2023	Email team re: individual issues	0.2
1/18/2023	Email with defense re: individual issues and mediation	0.2
1/23/2023	Review MDS overview of wage and hour law; 1.11-1.15	0.5
1/24/2023	Email with defense re: records and reference	0.1
1/24/2023	Email with defense re: all issues	0.3
1/24/2023	Review past emails	0.2
1/24/2023	Email with Berger team re: mediation	1
1/24/2023	Discuss mediation with MM	0.2
1/24/2023	Review all mediation instructions	0.2
1/24/2023	Email with mediator	0.1
1/24/2023	Create mediation brief	0.2
1/26/2023	Email with defense re: mediation	0.1
1/27/2023	Email Bennett re: data	0.1

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1/27/2023	Draft mediation brief	0.3
1/30/2023	Email with team re: records	0.1
1/30/2023	Review records produced	0.3
1/30/2023	Email with defense re: records	0.1
1/30/2023	Check LinkedIn for messages and reply	0.2
1/30/2023	Email with defense re: data production	0.2
1/30/2023	Discuss case with ICK	0.1
1/30/2023	Discuss mediation with ICK	0.2
1/30/2023	Email with defense re: data production	0.3
1/30/2023	Review docs produced for mediation	0.6
1/30/2023	Email with Bennett re: all analyses needed	0.4
1/30/2023	Draft mediation brief	2.5
1/31/2023	Email with MDS re: analyses	0.1
1/31/2023	Email with Bennett re: analyses	0.1
1/31/2023	Email with defense re: data needed	0.1
1/31/2023	Email with defense re: demo info	0.1
1/31/2023	Email with Bennett re: demo info	0.1
1/31/2023	Review files	0.3
1/31/2023	Call with Siefert re: experience at PowerSchool	0.4
1/31/2023	Review records	1.3
1/31/2023	Draft mediation brief	0.3
2/2/2023	Prepare for mediation	1.0
2/2/2023	Mediation	7.5
2/2/2023	Devise and confer regarding MOU with defense	1.0
2/2/2023	Call with defense re: MOU	0.5
2/2/2023	Email defense re: MOU	0.1
2/6/2023	Review defense emails re: settlement	0.1
2/7/2023	Review calendar with AW	0.1
2/7/2023	Attorney meeting	0.1
2/13/2023	Update calendar	0.1
2/15/2023	Review stip for FAC	0.2
2/15/2023	Review PO re: FAC	0.1
2/15/2023	Review FLSA consent form	0.1
2/15/2023	Review FAC and redline	0.4
2/15/2023	Email with team re: docs	0.1
3/2/2023	Review case assignment details	0.1
3/6/2023	Update calendar	0.2
3/6/2023	Review MOU	0.2
3/6/2023	Email with defense re: next steps	0.1
3/6/2023	Research Sacramento local rules	0.1
3/7/2023	Email with Coby re: settlement agreement	0.1
3/7/2023	Email with defense re: stip to continue CMC	0.1
3/20/2023	Review and edit long form settlement agreement	1.0

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3/20/2023	Consult with ICK re: settlement agreement	0.1
3/20/2023	Review and edit notice of preliminary settlement	0.2
3/20/2023	Email defense re: SA and notice	0.1
3/21/2023	Review defense emails	0.1
3/21/2023	Review notices of settlement	0.1
3/21/2023	Email with AW re: Docusign	0.1
3/22/2023	Review defense redline of settlement agreement	0.2
4/20/2023	Email with AW re: SA	0.1
4/24/2023	Review and update calendar	0.2
4/24/2023	Review local rules	0.2
4/24/2023	Review exemplar Talley order granting PA	0.3
4/24/2023	Review settlement agreement	0.3
4/24/2023	Email with defense re: admin issues	0.1
4/26/2023	Finalize FAC docs	0.5
4/26/2023	Send FAC docs to defense	0.1
4/26/2023	Draft PAs	0.5
4/27/2023	Email with Coby re: next steps	0.2
5/1/2023	Call with Plaintiff re: signature on SA	0.2
5/1/2023	Email with team re: SA	0.1
5/1/2023	Draft PAs	0.5
5/2/2023	Draft PAs	1.0
5/4/2023	Draft PAs	1.2
5/4/2023	Draft Singer Decl.	0.4
5/4/2023	Email with AW re: client dec	0.1
5/9/2023	Review settlement agreement	0.1
5/9/2023	Review edits to stip	0.2
5/9/2023	Email with defense re: issues	0.2
5/9/2023	Call with AW re: FLSA issue	0.1
5/10/2023	Review settlement admin bid	0.1
5/15/2023	Draft PAs	1.2
5/15/2023	Create Plaintiff dec	0.2
5/16/2023	Review emails re: complaint	0.1
5/18/2023	Discuss PAs with AW	0.1
5/23/2023	Finalize NOM	0.5
5/23/2023	Draft PAs	0.5
5/23/2023	Review admin dec	0.2
5/23/2023	Email with defense re: PAs	0.1
5/30/2023	Review settlement admin dec and redline	0.3
5/30/2023	Email admin re: dec	0.1
5/30/2023	Review plaintiff dec	0.2
5/30/2023	Review declaration and accompanying docs and email admin	0.1
5/30/2023	Draft PAs	0.3
6/1/2023	Draft plaintiff dec	0.4

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6/1/2023	Left voicemail for plaintiff re: dec	0.1
6/1/2023	Draft PAs	1.5
6/3/2023	Update calendar	0.2
6/6/2023	Draft PAs	1.6
6/6/2023	Draft PAs	0.8
6/7/2023	Draft plaintiff dec	0.8
6/7/2023	Email team re: plaintiff dec	0.1
6/8/2023	Send drafts to defense	0.2
6/19/2023	Email defense re: PAs	0.1
6/20/2023	Email defense re: motion	0.1
6/22/2023	Review case assignment info	0.1
6/27/2023	Review SA terms	0.1
6/27/2023	Email with defense re: PA	0.1
7/5/2023	Email with team re: SA and MPA	0.1
7/5/2023	Email with defense re: SA and MPA	0.1
7/7/2023	Discuss next steps with AW	0.2
7/11/2023	Review stip and PO and approve	0.2
7/11/2023	Update deadlines and strategize	0.1
7/17/2023	Update calendar	0.2
7/19/2023	Review message re: CMC continuance	0.1
8/7/2023	Review emails and email with defense	0.2
8/17/2023	Call firm; no answer	0.1
8/29/2023	Email Coby	0.1
8/29/2023	Left voicemail for Coby	0.1
8/29/2023	Email Coby	0.1
9/11/2023	Call defense; no answer	0.1
9/11/2023	Email defense secretaries	0.1
9/17/2023	Check calendar and update	0.2
9/26/2023	Update calendar	0.1
9/26/2023	Email with defense re: motion	0.1
9/26/2023	Email with defense	0.1
9/26/2023	Update calendar	0.1
9/27/2023	Prepare for call with defense	0.5
9/27/2023	Call with defense counsel	0.2
9/27/2023	Email recap to defense counsel	0.1
9/28/2023	Organize drafts	0.1
9/28/2023	Draft defense dec	2.3
9/28/2023	Outline tasks	0.1
10/4/2023	Review emails	0.1
10/5/2023	Email with AW re: CMC	0.1
10/5/2023	Email with defense re: declaration	0.1
10/5/2023	Review and approve CMC drafts	0.1
10/5/2023	Email with Coby re: next steps	0.1

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10/5/2023	Review settlement agreement	0.2
10/5/2023	Email with AW re: PAGA dismissal	0.1
10/5/2023	Review calendar with AW	0.1
10/5/2023	Review emails	0.1
10/13/2023	Call with defense re: joint statement	0.1
10/13/2023	Call with ICK	0.1
10/13/2023	Call with defense re: separate statements	0.1
10/17/2023	Email with defense	0.2
10/17/2023	Email with MA and AW re: motion	0.1
10/17/2023	Email with team re: motion and CMC	0.2
10/18/2023	Review emails	0.1
10/18/2023	Call with AW re: stip to continue	0.1
10/19/2023	Finalize NOM	0.1
10/19/2023	Finalize PAs	2.1
10/19/2023	Review order and call AW	0.1
10/19/2023	Finalize Singer dec	1.1
10/19/2023	Email with defense re: preliminary approval	0.3
10/20/2023	Create account and check court calendar	0.2
10/20/2023	Prepare for hearing	0.2
10/20/2023	Hearing	0.3
10/20/2023	Email with team	0.1
10/20/2023	Email with defense	0.1
10/23/2023	Email with AW re: motion	0.2
10/25/2023	Email with court re: hearing	0.1
10/26/2023	Check for model form; not listed	0.1
10/30/2023	Review Sac Superior website	0.1
10/30/2023	Email clerk	0.1
10/30/2023	Update calendar	0.2
11/7/2023	Call with AW re: checklist	0.1
11/7/2023	Review PA checklist	0.3
11/16/2023	Review checklist for Sac and edit PAs	1.5
11/20/2023	Review checklist for Sac and edit PAs and dec	1.4
11/20/2023	Email with defense	0.1
11/20/2023	Email with team	0.1
11/21/2023	Call with AW re: client dec	0.1
11/21/2023	Update calendar and tasks	0.1
11/27/2023	Review deadlines	0.1
12/5/2023	Email with AW re: motion	0.1
12/5/2023	Email with defense re: motion	0.1
12/6/2023	Review and approve stip and PO	0.1
12/11/2023	Re-draft PA motion	3.2
12/11/2023	Send motion to defense	0.1
12/11/2023	Review and edit notice and send to defense	1.0

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12/12/2023	Update and edit PAs and notice and draft Singer Decl	2.1
12/12/2023	Email with defense	0.1
12/12/2023	Calls with defense	0.1
1/4/2024	Read tentative and email with defense	0.2
1/9/2024	Review notice of reassignment	0.1
1/16/2024	Review emails	0.1
1/17/2024	Email with AW re: class notice	0.1
1/29/2024	Review and approve domain mailing	0.3
2/6/2024	Update tasks and calendar	0.1
3/6/2024	Call with ICK re: dates	0.1
3/28/2024	Gather and clean up time records for FA	1.5
3/28/2024	Send time to Karla	0.1
4/2/2024	Review calendar with AW	0.1
4/3/2024	Set up final approval folder	0.2
4/3/2024	Review settlement agreement and email with defense and admin	0.3
4/8/2024	Update calendar	0.2
4/9/2024	Left voicemails for dense CT, DW, YWN re: CL	0.2
4/9/2024	Email defense re: CL	0.1
4/12/2024	Update MDS on case status	0.1
4/12/2024	Review MDS case status list	0.1
4/16/2024	Left voicemail for Coby Turner	0.1
4/16/2024	Email team re: CMC statement	0.1
4/16/2024	Clean up time records	0.1
4/17/2024	Review, edit, and send to defense joint statement	0.3
4/19/2024	Edit statement and send to AW for filing	0.2
5/10/2024	Call with defense re: escalator issue	0.1
5/10/2024	Prepare for CMC	0.1
5/10/2024	CMC	0.4
5/10/2024	Review settlement agreement and recap CMC to team	0.3
5/15/2024	Email with AW re: order	0.1
5/16/2024	Update calendar with AW	0.1
6/18/2024	Email with AW re: all outstanding issues	0.2
6/18/2024	Update calendar	0.2
6/18/2024	Email with defense counsel re: class list	0.1
6/27/2024	Email with defense re: data	0.1
7/8/2024	Review SA and email with defense re: FA	0.3
7/15/2024	Call with AW re: any voicemails	0.1
9/17/2024	Update deadlines	0.2
9/17/2024	Review all emails from leave	0.3
9/17/2024	Email with AW re: admin issues	0.2
9/20/2024	Call with AW re: admin issues	0.1
11/20/2024	Update calendar	0.2
11/20/2024	Create template for decs	0.3

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11/20/2024	Review final approval checklist	0.3
11/20/2024	Review TR and hearing notes	0.2
11/20/2024	Email admin re: dec	0.2
11/24/2024	Update calendar and review plaintiff dec	0.2
11/24/2024	Email with team re: upcoming filing	0.1
12/4/2024	Email with Emil re: declaration ISO FA	0.3
12/4/2024	Update time records	0.1
	Total:	138.3

EXHIBIT 5

<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
12/12/2023	Express Network	Preliminary Approval Motion	\$336.50
1/9/2024	Express Network	Notice of Dept. Relocation	\$150.00
1/23/2024	One Legal	Notice	\$18.43
1/31/2024	One Legal	Notice	\$51.48
4/22/2024	One Legal	Status Conference	\$18.43
8/26/2024	One Legal	Notice of Appearance	\$26.20
8/27/2024	One Legal	Notice of Remote Appearance	\$26.20
8/28/2024	One Legal	Status Report	\$26.20
9/12/2024	One Legal	Stipulation and Order	\$46.79
9/20/2024	One Legal	Notice	\$27.31
Est	One Legal	Final Approval Motion - File/Courtesy Copy	\$370.00
Est	One Legal	Accounting Declaration - File/Courtesy Copy	\$30.00
	In House	Postage	\$45.13
	In House	Photocopies (730@.25)	\$187.00
	Total:		\$10,804.27

Butler v. PowerSchool Group LLC

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

<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 (419@.25)	\$104.75
	Total:		\$9,293.97

EXHIBIT 6

LAFFEY MATRIX

History

Case Law

See the Matrix

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Home

Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{t-1/2}$ Years Out of Law School $i_{t-1/2}$ is calculated from June 1 of each year, when most law students graduate. $i_{t-1/2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{t-1/2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{t-1/2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_{t-1/2}$ 4-7" on June 1, 1999, and tier $i_{t-1/2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 7