

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 23

CLASS AND REPRESENTATIVE ACTION

[PROPOSED] JUDGMENT

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

Pursuant to the Stipulation of Class, Collective, and Representative Action Settlement filed December 12, 2023 (“Agreement”), the Order Granting Preliminary Approval of Class, Representative, and Collective Action Settlement issued January 16, 2024 (“Preliminary Approval Order”), and the Order Granting Final Approval of Class, Representative, and Collective Action Settlement (“Final Approval Order”), IT IS ORDERED, ADJUDGED, AND DECREED that:

1. The Court enters Judgment consistent with the Final Approval Order and the Agreement. Plaintiff Bethany A. Butler, Settlement Class Members, PAGA Group Members, and Settlement Collective Members shall take nothing from Defendant PowerSchool Group, LLC, or any of Defendant’s present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them, (“Released Parties”), except as expressly set forth in the Agreement and Final Approval Order.

2. No Settlement Class Member objected to the proposed Settlement or requested exclusion from the Settlement.

3. Pursuant to the Agreement, Preliminary Approval Order, and Final Approval Order, the Court defined the following:

a. “Action”: 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 dismissed 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. Plaintiff filed an amended complaint adding the PAGA claim and claims under the Fair Labor Standards Act (“FLSA”).

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

c. “Attorneys’ Fees and Costs”: Attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action, and all actual costs incurred and to be incurred by Class Counsel in the Action.

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

e. “Class Period”: The time period from June 30, 2017 through February 2, 2023.

f. “Class Representative” or “Plaintiff”: Bethany A. Butler.

g. “Class Settlement Fund”: 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.

h. “Collective Members” or “Collective”: All non-exempt employees who have been employed by Defendant anywhere in California during the FLSA Period.

i. “Defendant”: PowerSchool Group LLC.

j. “Effective Date”: 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 is 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.

k. "Enhancement Payment": 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,

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

m. "FLSA Period": The time period from June 30, 2018 through February 2, 2023.

n. "FLSA Settlement Fund": 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.

o. "Gross Fund Value": The amount of eight hundred ninety-eight thousand eight hundred fifty-two dollars and zero cents (\$898,852.00) that Defendant will pay under the Settlement Agreement. The Gross Fund Value shall include all payments to Settlement 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,

1 except for the employer share of any payroll taxes.

2 p. "Individual PAGA Payment": The amount payable to each PAGA Group
3 Member from the 25% portion of the PAGA Fund that is allocated to PAGA Group Members.

4 q. "Individual Settlement Share": The pro rata share of the Net Settlement
5 Fund that a Class Member or Settlement Collective Member may be eligible to receive under
6 the Agreement.

7 r. "LWDA Payment": The amount that the Parties have agreed to pay to the
8 California Labor and Workforce Development Agency ("LWDA").

9 s. "Net Settlement Fund": The portion of the Gross Fund Value that is
10 available for distribution to Settlement Class Members or Settlement Collective Members,
11 which is the Gross Fund Value less the PAGA Fund, court-approved attorneys' fees and costs,
12 settlement administration costs, and the court-approved Enhancement Payment.

13 t. "Operative Complaint": The First Amended Class Action Complaint in
14 this Action filed in the Superior Court of California for the County of Sacramento on June 29,
15 2023.

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

24 v. "PAGA Group Members" or "PAGA Group": All non-exempt California
25 employees of Defendant at any time during the PAGA Period.

26 w. "PAGA Period": The time period from February 20, 2020 through
27 February 2, 2023.

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x. “PAGA Settlement”: The settlement and resolution of the Released PAGA Claims.

y. “Parties”: The Plaintiff and Defendant, collectively, and “Party”: Either Plaintiff or Defendant.

z. “Released Claims”: The Released Class Claims, the Released PAGA Claims, and the Released FLSA Claims.

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

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

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cc. “Released FLSA Claims”: All wage and hour claims under the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory that was or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Action pertaining to Plaintiff and the Collective Members. The time period for this release is the FLSA Period of June 30, 2018 through February 2, 2023.

dd. “Released Parties”: Defendant and all of its present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

ee. “Settlement Administration Costs”: The costs payable from the Gross Fund Value, subject to Court approval, to the Settlement Administrator for administering this settlement.

ff. “Settlement Class Members”: 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.

gg. “Settlement Collective Members”: All Collective Members who opt into the collective action with respect to claims under FLSA.

4. The Gross Fund Value is \$898,852.00. Through its Final Approval Order, the Court has authorized the following distributions from the Gross Fund Value:

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

b. The Court authorizes payment of administrative costs to Rust Consulting, Inc. from the Gros Settlement Value in the amount of \$13,085.00.

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1 c. The Court authorizes payment of a Class Representative Enhancement
2 Payment to Plaintiff Bethany A. Butler from the Gross Settlement Value in the amount of
3 \$10,000.00.

4 d. The court authorizes payment of attorneys' fees from the Gross
5 Settlement Value to Class Counsel in the amount of \$299,617.33 (to be divided 66 2/3% to
6 Cohelan Khoury & Singer and 33 1/3% to D.Law, Inc.).

7 e. The Court authorizes payment of litigation expenses from the Gross
8 Settlement Value to Class Counsel in the amount of \$20,098.00.

9 f. The Court finds and determines the LWDA Payment in the amount of
10 \$37,500.00 to be paid to the California Labor and Workforce Development Agency representing
11 the 75% share of the \$50,000.00 for civil penalties is fair, adequate and reasonable, and
12 \$12,500.00 representing 25% share of the \$50,000.00 civil penalties to be paid to PAGA Group
13 Members are fair and reasonable and orders that these amounts be paid.

14 g. Settlement Class Members and PAGA Group Members shall have 180
15 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If
16 any check is not cashed within that period, the check will be void and a stop-payment will be
17 issued, and the Settlement Administrator shall issue the unclaimed funds to the California
18 Controller's Unclaimed Property Fund in the name of the Class Member and/or PAGA Group
19 Members.

20 h. Settlement Collective Members shall have 180 calendar days after
21 mailing by the Settlement Administrator to cash their settlement checks. If any check is not
22 cashed within that period, the check will be void and a stop-payment will be issued, and the
23 Settlement Administrator shall issue the unclaimed funds to Defendant.

24 5. Nothing shall preclude any action to enforce obligations under the Agreement,
25 Final Approval Order, or this Judgment, including Defendant's payment obligations to
26 Settlement Class Members, PAGA Group Members, Settlement Collective Members.

27 6. The Parties will bear their own costs and attorneys' fees except as provided by
28 this Court's Judgment awarding Class Counsels' attorneys' fees and litigation costs.

7. The Court enters final judgment in accordance with the terms of the Agreement and the Final Approval Order.

8. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice to the Class Members with the posting of the Final Approval Order and this Judgment on the Administrator's Website case information page.

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

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

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

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date: _____

Honorable Jill H. Talley
Judge of the Superior Court