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Attorneys for Plaintiff Mary Brown,
on behalf of herself, all others similarly situated,
and the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

MARY BROWN, on behalf of herself and all
others similarly situated and on behalf of the
general public,

Plaintiff,

v.

SCOOT EDUCATION INC., a Delaware
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: CU25-03746

Assigned to the Honorable Christine A.
Carringer, Department 12

**DECLARATION OF EVAN S. GAINES IN
SUPPORT OF STIPULATION RE:
DISMISSING CLASS AND
REPRESENTATIVE PRIVATE
ATTORNEYS GENERAL ACT ACTION**

Complaint Filed: April 22, 2025

1 I, EVAN S. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 the owner of Gaines Law Corporation and counsel for Plaintiff Mary Brown (“Plaintiff”) in this
4 action. I have personal knowledge of the facts set forth herein and if called to testify to them, I
5 could and would do so competently.

6 2. On April 22, 2025, Plaintiff Mary Brown, on behalf of herself and all others
7 similarly situated and on behalf of the general public filed a Class Action complaint against
8 Defendant Scoot Education, Inc. (“Defendant”).

9 3. On July 2, 2025, Plaintiff amended her complaint to include an additional cause
10 of action, pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor
11 Code § 2698 *et seq.*, seeking civil penalties for violations of the California Labor Code premised
12 on an April 23, 2025 notice submitted to the California Labor and Workforce Development
13 Agency. The First Amended Complaint is the operative complaint in this Action.

14 4. After a review of the claims and defenses to the First Amended Complaint, and
15 considering that a previously filed Class and Representative Action against Defendant (Los
16 Angeles Superior Court Case No. 25STCV12928; consolidated with Los Angeles Superior
17 Court Case No. 25STCV17270) will fully release the claims alleged in the First Amended
18 Complaint, I have concluded that it is in all Parties’ best interest to resolve Plaintiff’s individual
19 claims only.

20 5. The Parties have negotiated a settlement of Plaintiff’s individual claims only, and
21 the class and PAGA claims will be dismissed *without* prejudice. Attached hereto as **Exhibit A**
22 is a true and correct redacted copy of the Parties’ Settlement And Release Agreement (the
23 “Settlement Agreement”).

24 6. The Settlement between Plaintiff and Defendant does not contemplate the waiver
25 of any claims by anyone other than Plaintiff and does not provide for the waiver of class and
26 PAGA claims asserted on behalf of any employee or the state, such that there is no allocation of
27 civil penalties in the Settlement. Indeed, these individuals and the state of California will be
28

1 eligible to receive compensation from the previously filed Class and Representative Action
2 referenced above.

3 7. The Parties have submitted the Settlement Agreement to the LWDA in compliance
4 with Labor Code section 2699(l)(2) on October 21, 2025. Attached as **Exhibit B** is a true and
5 correct copy of the upload confirmation.

6 8. No notice is required to be given to the putative class or alleged aggrieved
7 employees because no notice of the First Amended Complaint was ever given; there has been
8 no publicity of which the Parties are aware; neither Plaintiff nor my office has communicated
9 with any absent class or PAGA members about the Action; the putative class is not reasonably
10 ascertainable at the present time; these class members and aggrieved employees will be eligible
11 to receive compensation from the settlement of the previously filed Class and Representative
12 Action referenced above; and, consequently, no absent putative class member or alleged
13 aggrieved employee will suffer prejudice as a result of this dismissal.

14 9. Plaintiff, therefore, requests that the Court enter a dismissal of this action *with*
15 *prejudice* as to Plaintiff's individual claims and dismissal *without prejudice* of the class and
16 representative PAGA action claims, pursuant to the stipulation submitted concurrently herewith.

17 I declare, under penalty of perjury, under the laws of the State of California, that the
18 foregoing is true and correct. Executed on October 21, 2025 at Westlake Village, California.

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20 _____
21 EVAN S. GAINES
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EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release of All Claims (this “Agreement”) is made and entered into by and between Mary Brown (“Plaintiff”), on the one hand, and Scoot Education, Inc. (“Defendant”), on the other hand. Plaintiff and Defendant are referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, on April 22, 2025, Plaintiff filed a Class Action Complaint against Defendant in Solano County Superior Court (Case No. CU25-03746) for alleged (1) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (2) Failure to Reimburse All Business Related Expenses; (3) Failure to Comply With Itemized Employee Wage Statement Provisions; (4) Violation of Business and Professions Code Section 17200 (the “Complaint”);

WHEREAS, on April 22, 2025, Plaintiff submitted a notice letter to the Labor and Workforce Development Agency seeking civil penalties against Defendant under the Private Attorney’s General Act of 2004 (Labor Code §2699, *et seq.*) (the “PAGA Notice”);

WHEREAS, on July 2, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint adding a claim for (5) Penalties Pursuant to the Private Attorney’s General Act of 2004 (Labor Code §2699, *et seq.*) (the “FAC”);

WHEREAS, Defendant denies and disputes all claims alleged, in their entirety, and denies and disputes any and all other claims that have or could have been alleged regarding Plaintiff’s employment with and voluntary resignation from Defendant; and

WHEREAS, the Parties wish to avoid the time and expense of further proceedings and desire to resolve any and all claims alleged by Plaintiff or those claims that could have been alleged as a result of Plaintiff’s employment with and voluntary resignation from Defendant.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. **No Admission of Wrongdoing.** The Parties agree that this Agreement is not to be construed as an admission of guilt or liability on the part of any Party, and that the Parties, and each of them specifically, deny that any Party has violated any statute, regulation, or any other legal duty governing any relationship with the other Party.

2. **Effective Date.** This Agreement shall be effective as of the date Defendant’s counsel receives (i) this Agreement executed by Plaintiff; (ii) all executed tax documents related to the Settlement Payment (as defined below); and (iii) expiration of the revocation period in Paragraph 8 below (“Effective Date”).

3. **Release.** By execution of this Agreement, Plaintiff on behalf of Plaintiff, Plaintiff’s family members, heirs, executors, administrators, successors and assignees, hereby releases, acquits, and forever discharges Scoot Education, Inc. and each of its past, present and future agents,

employees, contractors, interns, vendors, clients, customers, servants, officers, directors, owners, members, managers, partners, trustees, representatives, shareholders, stockholders, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, brands, predecessors, successors, insurers, consultants, joint venturers, joint employers, co-employers, affiliates, alter-egos, and related organizations (including, but not limited to, TeachStart Corp.), and all of their respective past, present and future agents, employees, contractors, interns, vendors, clients, customers, servants, officers, directors, owners, members, managers, partners, trustees, representatives, shareholders, stockholders, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, brands, predecessors, successors, insurers, consultants, joint venturers, joint employers, co-employers, affiliates, alter-egos, and related organizations (collectively, "Releasees") from any and all claims, demands, obligations, actions, causes of action, liabilities, and losses of every kind and nature whatsoever and from any and all liability for claims known or unknown arising prior to the date this Agreement is fully executed, including, but not limited to such claims arising out of Plaintiff's employment with and voluntary resignation from Defendant, collectively or individually ("Release"). This Release includes, without limiting the generality of the foregoing: all claims, charges, complaints, actions, causes of action, lawsuits, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, penalties, judgments, obligations, debts, damages (including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys' fees, costs, and/or any other liabilities of any kind, nature, description, or character whatsoever that Plaintiff may have against any or all of the Releasees or any other fact, condition, circumstance, or occurrence whatsoever up to and including the Effective Date, whether known or unknown, suspected or concealed, and whether presently asserted or otherwise, including, but not limited to, all claims that any or all of the Releasees:

- violated public policy or common law (including, but not limited to, claims for assault, battery, negligent hiring, retention or supervision, negligent, reckless, or intentional infliction of emotional distress, breach of contract, intentional or tortious interference with contract or business relations, fraud, misrepresentation, conversion, promissory estoppel, detrimental reliance, wrongful termination, retaliatory discharge, personal injury, defamation, libel, slander, negligence, invasion of privacy, conspiracy, and/or mental anguish, or loss of consortium); or
- violated personnel policies, procedures, or handbooks, any covenant of good faith and fair dealing, or any purported contract of employment, express or implied, between Plaintiff and any of the Releasees; or
- failed to provide Plaintiff any benefits pursuant to the terms of any employee benefit plan maintained, administered, sponsored, funded and/or paid, in whole or in part, by Releasees, violated the terms of any such employee benefit plan, breached any fiduciary obligation with respect to such plan, or discriminated against Plaintiff for the purpose of preventing Plaintiff from obtaining benefits pursuant to the terms of any such plan, or in any way violated any provision of the Plaintiff Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; or

- harassed, retaliated against or discriminated against Plaintiff on the basis of any protected category including but not limited to sex (including sexual harassment), race, ethnicity, color, national origin, ancestry, religion, disability, handicap, age, veteran status, sexual orientation, marital status, parental status, source of income, sick leave, or any other basis in violation of any city, local, state, or federal laws, statutes, ordinances, executive orders, regulations, or constitutions or otherwise violated any city, local, state, or federal laws, statutes, ordinances, executive orders, regulations, or constitutions, including, but not limited to The Civil Rights Acts of 1866, 1964, and 1991; 42 U.S.C. § 1981; The California Fair Employment and Housing Act; Section 503 of the Rehabilitation Act of 1973; The Fair Labor Standards Act (including the Equal Pay Act); The California Workers' Compensation Act; The California Constitution; The California Labor Code, including, but not limited to the Private Attorney General Act pursuant to Labor Code § 2699, *et seq.*; The California Business and Professions Code; The California Government Code; The Plaintiff Retirement Income Security Act; The Americans With Disabilities Act; The Family and Medical Leave Act, as allowed by law; The California Family Rights Act; The California Pregnancy Discrimination Act; The California Industrial Welfare Commission Wage Orders; The Immigration Reform and Control Act; The National Labor Relations Act; California's Occupational Safety and Health Act, or the Federal equivalent; California Labor Code section 132(a); The Families First Coronavirus Response Act; The California Supplemental Paid Sick Leave or any other federal, state, or local paid sick leave law; or
- violated public policy, including claims for wrongful termination of employment, constructive termination of employment, retaliation, whistleblower protections; or
- violated any city, local, state, or federal wage and hour laws, statutes, ordinances, executive orders, or regulations, violated any provision of the California Labor Code including, but not limited to the Private Attorney General Act pursuant to Labor Code § 2699, *et seq.* and those provisions for unpaid commissions, wages, sick pay, vacation, meal period premiums, rest period premiums, non-compliant wage statements, expense reimbursements, failure to maintain accurate records, remuneration of any kind, or other benefits; any and all claims that were or could have been asserted.

This Agreement is for any relief or benefit, no matter how denominated, including, but not limited to a release in full for claims for physical or mental injury, pain and suffering, prejudgment interest, compensatory damages, punitive or exemplary damages, statutory penalties, insurance and/or reinsurance coverage, benefits, premiums, medical expenses, or attorneys' fees and costs. Plaintiff also releases the Releasees from any and all liability for health care and treatment Plaintiff has received or may receive in the future, with the exception of any health care and treatment related to any currently pending claim for workers' compensation benefits. This Release does not include anything that cannot be released as a matter of law.

4. Settlement Payment. In exchange for the promises herein, Defendant will pay Plaintiff the total amount of [REDACTED] in full and complete compromise and settlement of all claims released herein (the "Settlement Payment"). The Settlement Payment shall be made in three checks, as follows:

- One check, payable to "Mary Brown" in the amount of [REDACTED] for alleged wage claims, subject to withholdings.
- One check, payable to "Mary Brown" in the amount of [REDACTED] for alleged non-wage claims, subject to a Form 1099.
- One check payable to "Gaines Law Corporation" in the amount of [REDACTED] for attorney's fees and costs, subject to a Form 1099.

As a condition of receipt of the Settlement Payment, Plaintiff and her counsel shall provide Defendant's counsel fully executed W-4 and W-9 forms from Plaintiff and her counsel.

On delivery of the Settlement Payment, Defendant will have fully met all obligations under this Agreement. Defendant will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between Plaintiff and Plaintiff's counsel or any other counsel Plaintiff may have retained or consulted. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this Paragraph.

5. Timing of Settlement Payment. Defendant shall provide the Settlement Payment, as set forth in Paragraph 4 above, to Plaintiff's counsel at: Gaines Law Corporation, 4550 East Thousand Oaks Blvd. Suite 100, Westlake Village, California 91362 within fourteen (14) days from the Effective Date.

6. Tax Indemnification. Plaintiff and her counsel understand and agree that they are responsible for payment of any taxes that are required to be paid to the State of California, the United States Government, or any other entity as a result of the Settlement Payment. Plaintiff and her counsel acknowledge that no representations regarding the tax consequences of the Settlement Payment have been made by Defendant, the Releasees, or their respective counsel. Plaintiff and her counsel agree that in the event that some federal, state, or local agency takes the position that taxes should have been withheld from amounts paid pursuant to this Agreement, Plaintiff and her counsel will be solely responsible for payment of any such alleged tax obligations and will defend, indemnify, and hold Defendant and the Releasees harmless from any resulting tax liability, interest, or penalty associated therewith.

7. Civil Code Section 1542 Waiver. Plaintiff states and affirms that it is Plaintiff's intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, penalty, liability, charge, attorneys' fees and costs herein above released. Plaintiff expressly waives and relinquishes all of Plaintiff's rights and benefits, if any, arising under the provisions of California Civil Code section 1542, which provides:

SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. Acknowledgment of Rights and Waiver of Claims under the Age Discrimination in Employment Act. Plaintiff acknowledges that Plaintiff is knowingly and voluntarily waiving and releasing any rights Plaintiff may have under the Age Discrimination in Employment Act ("ADEA"). Plaintiff also acknowledges that the consideration in this Agreement is in addition to anything of value to which Plaintiff was already entitled. Plaintiff further acknowledges that Plaintiff has been advised by this in writing, as required by the Older Workers' Benefit Protection Act, that: (a) Plaintiff's waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) Plaintiff should consult with an attorney prior to executing this Agreement; (c) Plaintiff has at least twenty-one (21) days to consider this Agreement (although Plaintiff may by Plaintiff's own choice execute this Agreement earlier); (d) Plaintiff has seven (7) days following Plaintiff's execution of this Agreement to revoke this section of the Agreement; and (e) this Agreement shall not be effective until the date the revocation period expires. Plaintiff may revoke this section of the Agreement only by giving formal written notice of Plaintiff's revocation to Defendant's counsel at nkamm@fisherphillips.com, to be received by the close of business on the seventh day following Plaintiff's execution of this Agreement.

9. Dismissal and Covenant Not to File or Pursue Any Further Claims. Within five (5) business days of receipt of the Settlement Payment, Plaintiff agrees to file a Stipulation for Dismissal of the FAC along with a supporting declaration, dismissing the class and representative PAGA claims *without prejudice*, and Plaintiff's individual claims *without prejudice* ("the Stipulation"), and serve a conformed copy of the Stipulation on Defendant's counsel. Other than the Complaint, the FAC, and the PAGA Notice, Plaintiff represents that as of the date of this Agreement, Plaintiff has not filed any other charge, complaint, or lawsuit regarding any claims referred to in Paragraph 3 of this Agreement. Despite Plaintiff's representations and warranties in this Paragraph, by execution of this Agreement, Plaintiff agrees to take all steps necessary to dismiss her individual claims, *with prejudice*, any and all claims against Defendant or any of the Releasees that Plaintiff may have already filed or initiated or that may currently be pending, specifically including but not limited to the Complaint, the FAC, and any claims brought before the LWDA, or in any judicial, quasi-judicial, arbitration, or other forum. Plaintiff agrees to take all steps reasonably necessary to fulfill this portion of the Agreement. Plaintiff understands that any failure to undertake this action shall constitute a material breach of this Agreement.

10. Voluntary Resignation. Plaintiff hereby agrees and represents that she shall have resigned from her employment with Defendant as of the date of her execution of this Agreement, and that such resignation was voluntary and without coercion.

11. Individual PAGA Release and Representative PAGA Wavier. Plaintiff understands and agrees that, on receipt of the Settlement Payment, Plaintiff is not considered an "aggrieved employee" and Plaintiff agrees not to pursue or bring any PAGA claim or cause of action against any

of the Releasees. Plaintiff hereby withdraws and releases the PAGA Notice, the FAC, and any other PAGA claims or causes of action and hereby waives Plaintiff's right to pursue non-individual representative PAGA claims, including Plaintiff's right to represent the State in claiming civil penalties for Labor Code violations that Plaintiff claims Plaintiff experienced or that any other employee claims to have experienced. Plaintiff recognizes this Agreement waives Plaintiff's right to serve as a representative of the State in bringing a claim on behalf of the State and precludes Plaintiff from bringing any claim for civil penalties on behalf of the State arising out of or related to Plaintiff's employment.

12. Representation of No Liens. Plaintiff represents and agrees that, to the best of Plaintiff's knowledge, no liens or encumbrances have been placed on Plaintiff's claims, potential awards or the Settlement Payment set forth in Paragraph 4. To the extent that any Party and/or any other person or entity makes a claim or takes action regarding this Agreement that requires Releasees to incur costs of any kind, Plaintiff shall reimburse Releasees for all such costs.

13. Confidentiality. Plaintiff agrees that Plaintiff has and will keep the existence and fact of this Agreement and the terms thereof (hereinafter, "confidential information") completely confidential and Plaintiff will not directly or indirectly disclose or in any way publicize that information (including, but not limited to, during any deposition or testimony given in any legal proceeding), unless required by court order. If asked, Plaintiff will respond to requests for information regarding this matter or the terms of this Agreement by stating only that "the matter has resolved." Plaintiff represents and agrees that Plaintiff has not and will not issue any public announcement, publication, or otherwise disclose the confidential information to anyone, including the press, media, websites (including any social media), or any service which reports litigation, verdicts, or settlements (including, but not limited to, social media), or any service which reports litigation, verdicts, or settlements. Plaintiff will not issue any public announcement, publication, or otherwise disclose the confidential information to anyone, including the press, media, websites, or any service which reports litigation, verdicts, or settlements. Plaintiff further acknowledges that Plaintiff's agreement to this provision is a material inducement for the Parties to enter into this Agreement. If Plaintiff breaches this provision, Plaintiff agrees and represents that any proven breach is a material breach of this Agreement and that Defendant and/or the Releasees shall be entitled to seek any and all available legal or equitable relief. Notwithstanding the foregoing, to comply with Plaintiff's legal obligations, Plaintiff may disclose the existence of the Agreement and the Settlement Payment to Plaintiff's spouse or registered domestic partner, attorneys, accountants, tax preparers, and state and federal taxing authorities, provided that Plaintiff shall inform such persons (other than the state and federal taxing authorities) of the Confidentiality provision of this Agreement and obtain their commitment to maintain the confidentiality of this Agreement. Nothing in this Paragraph or Agreement shall limit any speech protected under applicable state and/or federal law. Plaintiff agrees this Paragraph is reasonable and Plaintiff intends to comply with it.

14. Agreement Not to Disparage Defendant and The Releasees. In further consideration of the promises contained in this Agreement, Plaintiff agrees that Plaintiff will not make any disparaging or defamatory or untrue remarks to any third-party concerning Defendant and/or the Releasees. Such third parties include, but are not limited to, the press and public media (i.e., any employees or agents of newspapers, television stations, radio stations or other media), any

organizations or associations, any Internet websites or social media websites or applications, “Instagram,” “Facebook,” “Twitter,” “Snapchat” “blogs” or “chat-rooms,” Releasees’ and/or any former employees, current employees, or prospective employees. Plaintiff agrees not to post or publish any comments, statements, or reviews related to her employment with Defendant on any website or other forum, including but not limited to, “Indeed,” “Glassdoor,” and/or “Google.” Plaintiff agrees that any breach or threatened breach of these non-disparagement provisions would cause irreparable harm to Defendant and the Releasees and their respective remedies at law are in damages and would be inadequate to remedy such a breach or threatened breach, and that these non-disparagement provisions may be enforced by way of a restraining order and/or injunction in addition to any other remedies which may be available at law or in equity. Nothing in this Paragraph or Agreement shall limit any speech protected under applicable state and/or federal law.

15. Neutral Reference. In the event Defendant receives a request concerning Plaintiff’s employment, Defendant will verify only Plaintiff’s job title at separation and dates of employment. Plaintiff authorizes Defendant to provide this information.

16. Medicare Release.

15.1 Other Liens and Claims. Plaintiff represents and warrants that no Medicare payments have been made to or on behalf of Plaintiff and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any of the Released Claims. Plaintiff further agrees that Plaintiff, and not Releasees, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted.

15.2. Good Faith Resolution. This settlement is based on a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare’s interest and incorporate such in the settlement terms.

15.3. Representation Regarding Medicare Beneficiary. Plaintiff declares and expressly warrants that she is not enrolled in the Medicare program and was not enrolled at the time of this Agreement or anytime thereafter through the date of this Release. Because Plaintiff represents that she is not a Medicare beneficiary as of the date of this Agreement, no conditional payments have been made.

15.4. Representation that No Medicare Conditional Payments Exist; Best Efforts to Obtain Confirmation. Plaintiff represents and warrants that she is not aware of any Medicare conditional payments that have been made on his behalf and that she has undertaken best efforts to confirm the nonexistence of such payments.

15.5. Agreement to Indemnify, Defend, and Hold Harmless. Plaintiff agrees to indemnify and hold harmless Releasees from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare and/or persons or entities acting on behalf of Medicare, or any other person or entity, arising from or related to this Agreement, the Settlement Consideration, any Conditional Payments made by Medicare, or

any medical expenses or payments arising from or related to any Released Claims that is subject to this Agreement or the release set forth herein, including but not limited to: (a) all claims and demands for reimbursement of Conditional Payments or for damages or double damages based upon any failure to reimburse Medicare for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting, or other noncompliance with or violation of Section 111 of MMSEA that is based in whole or in part upon late, inaccurate, or inadequate information provided to Releasees by Plaintiff or upon any failure of Plaintiff to provide information; and (c) all Medicaid/Medicare liens. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by or on behalf of Releasees in connection with such claims, demands, subrogated interests, or causes of action. For the purposes of this Paragraph, (1) "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations; (2) "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8), this portion of MMSEA is referred to herein as "Section 111 of MMSEA"; (3) "MSP Statute" means the Medicare Secondary Payer ("MSP") statute. 42 U.S.C. § 1395y(b).

17. Liquidated Damages. Plaintiff acknowledges that a breach of any of the covenants set forth in Paragraphs 13 and/or 14 will cause substantial harm to the Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff also acknowledges it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by Plaintiff regarding Plaintiff's obligations under Paragraphs 13 and/or 14 shall entitle the Releasees to liquidated damages in the sum of [REDACTED] or actual damages, whichever is greater, for each proven breach, as well as recovery of any fees and costs. Plaintiff agrees that this provision is fair and reasonable.

18. Acknowledgment. On receipt of the Settlement Payment, Plaintiff acknowledges and agrees that Plaintiff has received an excess of all wages and other compensation or remuneration of any kind due or owed by Defendant and/or the Releasees, including but not limited to all wages, rest periods, meal periods, reimbursements, commissions, bonuses, advances, sick pay, vacation pay, and any other incentive-based compensation to which Plaintiff was or may become entitled or eligible. Plaintiff agrees that Plaintiff is entering into this Agreement voluntarily.

19. Competency and Authority. The Parties to this Agreement hereby represent and warrant that they are fully competent to enter into this Agreement and they have the right, power, legal capacity, and authority to enter into this Agreement and bind the entity or individual on behalf of whom they are signing to the terms of this Agreement.

20. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all other oral or written agreements or understandings between the Parties regarding the subject matter herein. This Agreement may not be amended except on the express written consent of the Parties.

21. Governing Law and Attorneys' Fees. This Agreement is governed by and construed under the laws of the State of California. To the extent a dispute arises related to breach of this

Agreement, the prevailing Party is entitled to recovery of reasonable costs and attorneys' fees. Venue for such a dispute will be in the Superior Court of California, County of Los Angeles.

22. Severability. The provisions of this Agreement are severable, and if any of its provisions are found to be unenforceable, the remaining provisions remain valid. This Agreement survives the termination of any arrangements contained herein.

23. Attorneys' Fees and Costs. Other than as stated herein, the Parties are responsible for their own costs and attorneys' fees.

24. Voluntary. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. The Parties acknowledge they have had ample opportunity to have this Agreement reviewed by the counsel of their choice.

25. Execution. This Agreement may be executed in counterparts and if so executed, each counterpart has the same force and effect as an original and together constitute an effective binding agreement on the part of each of the undersigned Parties. This Agreement may also be executed by electronic signature, and each such signature is a fully enforceable signature hereto upon receipt by facsimile or mail by the other Party. The Parties agree where practicable to use DocuSign, or other electronic signature technology, to expedite the execution of this Agreement, pursuant to California Civil Code Section 1633.7. This Agreement shall be enforceable under CCP § 664.6.

26. Construction. This Agreement is the product of arms-length negotiations and is jointly drafted. Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Agreement.

27. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION AND ADVICE OF COUNSEL, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS THAT PLAINTIFF HAS OR MIGHT HAVE AGAINST DEFENDANT AND THE RELEASEES AS OF THE DATE OF THIS AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date(s) set forth below:

PLAINTIFF

Dated: 10 / 08 / 2025



MARY BROWN

DEFENDANT

Dated: _____

SCOOT EDUCATION, INC.

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date(s) set forth below:

PLAINTIFF

Dated: _____

MARY BROWN

DEFENDANT

Dated: Oct 8, 2025 _____

James Sanders

SCOOT EDUCATION, INC.

Name: James Sanders

Title: CEO _____

EXHIBIT B

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PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the action. My business address is 4550 E. Thousand Oaks Blvd., Suite 100 Westlake Village, CA 91362.

____ (For messenger) my business address is:

On October 21, 2025, I served the foregoing document described as **DECLARATION OF EVAN S. GAINES IN SUPPORT OF STIPULATION RE: DISMISSING CLASS AND REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT ACTION** the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Fisher & Phillips LLP
21600 Oxnard Street Suite 650 | Woodland Hills, CA 91367
Nicole Kamm - nkamm@fisherphillips.com
Spencer Waldron - swaldron@fisherphillips.com
Lirit King - lking@fisherphillips.com
Cina Kim - cakim@fisherphillips.com
Jennifer Gonzales - jgonzales@fisherphillips.com
Yessica Juarez - yjuarez@fisherphillips.com

On the above date:

____ (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email on the counsel of record listed above.

 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 21, 2025, at Westlake Village, California.



EVAN S. GAINES, ESQ.