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10 *Attorneys for Plaintiff and the
 11 Putative Class*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA
 13 COUNTY OF SAN MATEO
 14 COMPLEX LITIGATION**

15 KENNETH GELASIO, individually, and on
 16 behalf of all others similarly situated,

Assigned for all purposes to Hon. Don R.
 Franchi, Dept. 15

17 Plaintiff,

CASE NO.: 25-CIV-02720

18 v.

19 EDUCATIVE, INC.

20 Defendant.

**STIPULATION OF CLASS ACTION
 21 SETTLEMENT AND RELEASE**

22
 23 This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among:

24 (i) Plaintiff Kenneth Gelasio (“Plaintiff”); (ii) the Settlement Class (as defined herein); and (iii)
 25 Defendant Educative, Inc. (“Defendant”).

26 The Settlement Class and Plaintiff are collectively referred to as the “Plaintiffs” unless
 27 otherwise noted. Plaintiffs and Defendant are collectively referred to herein as the “Parties.” This

1 Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the
2 Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement,
3 and subject to the final approval of the Court.

4 **RECITALS**

5 This Agreement arises out of alleged violations of California's Automatic Renewal Law
6 ("ARL"), found at Cal. Bus. Prof Code § 17600 *et seq.* Defendant operates an online learning
7 platform known as Educative that provides interactive and text-based coding courses for developers
8 and tech professionals. The material allegations of the action are Defendant enrolled Plaintiff and
9 other Settlement Class Members in subscriptions that automatically renew¹ without first presenting
10 the consumer with the automatic renewal offer terms in a clear and conspicuous manner; charged
11 the consumer's credit card, debit card, or third party payment account without first obtaining the
12 consumer's affirmative consent to an agreement containing clear and conspicuous disclosure of the
13 automatic renewal offer terms; and failed to provide the consumer with an acknowledgment that
14 included disclosure of the automatic renewal offer terms, cancellation policy, and information
15 regarding how to cancel. The action also alleges violations of the Electronic Funds Transfer Act
16 ("EFTA") by Defendant, which prohibits preauthorized electronic transfers without written
17 authorization.

18 On October 9, 2023, based on Defendant's alleged conduct, Plaintiff, on behalf of himself
19 and all others similarly situated, notified Defendant via certified mail that its automatic renewal
20 practice violated the ARL and California false advertising laws, and demanded that Defendant
21 immediately cure the violations. Specifically, Plaintiff notified Defendant of his intent to bring
22 claims under California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
23 California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750, *et seq.*;
24 California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§ 17500, *et seq.*; 15 U.S.C.
25 1693 *et seq.*; among other laws.

26 Defendant retained counsel and the Parties (via counsel) exchanged several letters

27
28¹ Consumers can subscribe to one of three subscription levels: Standard, Premium, and Premium Plus.

1 attempting to resolve the issue without litigation. On February 12, 2024, the Parties entered into a
2 tolling agreement to permit the Parties to continue pre-suit settlement negotiations. Ultimately the
3 Parties agreed to pre-suit mediation before Jill R. Sperber, Esq. of Judicate West. In advance of the
4 claim, Class Counsel spent substantial time investigating Plaintiff's claims which included research
5 into the veracity of the claims and Defendant's defenses. After counsel was retained by Defendant,
6 the Parties via counsel engaged in several telephone conferences to work through potential
7 settlement and discuss the issues at hand. It involved an extensive analysis of the data provided by
8 Defendant to assess what the potential damages were for the claims alleged.

9 On November 19, 2024, the parties attended a full-day mediation with Ms. Sperber, a
10 respected mediator of class action lawsuits. Following a mediator's recommendation, on November
11 25, 2024, Ms. Sperber notified the Parties that the mediator's recommendation was accepted. Ms.
12 Sperber's supervision of the mediation was critical in managing the expectations of the parties and
13 providing a useful and neutral analysis of the issues and risks to both sides. The settlement
14 discussions during and after mediation were conducted at arm's length and the settlement is the
15 result of an informed and detailed analysis of Defendant's potential liability and total exposure in
16 relation to the costs and risks associated with continued litigation.

17 The Parties entered this Agreement to resolve the claims against Defendant on a class-wide
18 basis. Based on the data produced pursuant prior to mediation, as well as Class Counsel's own
19 independent investigation and evaluation, and the mediator's efforts, Class Counsel believes that
20 the settlement with Defendant for the consideration and on the terms set forth in this Settlement
21 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light
22 of all known facts and circumstances, including the risk of significant delay and uncertainty
23 associated with litigation, and various defenses asserted by Defendant.

24 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among
25 Plaintiff, the Settlement Class, and each of them, and Defendant, by and through its undersigned
26 counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this
27 Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement
28 set forth herein, that the Action and the Released Claims will be finally and fully compromised,

1 settled, and released, and the Action will be dismissed with prejudice, upon and subject to the terms
2 and conditions of this Agreement.

3 **AGREEMENT**

4 **I. DEFINED TERMS.**

5 As used in this Settlement Agreement, the following terms have the meanings specified
6 below:

7 **1.1 “Action”** means this lawsuit, *Gelasio v. Educative, Inc.*, currently pending in the
8 Superior Court of the State of California County of San Mateo.

9 **1.2 “Alternate Judgment”** means a form of final judgment that may be entered by the
10 Court herein but in a form other than the form of Judgment provided for in this Agreement and
11 where none of the Parties elects to terminate this Settlement by reason of such variance.

12 **1.3 “Annual Educative Subscription”** means an Educative Subscription with a billing
13 period of one year.

14 **1.4 (Intentionally Left Blank).**

15 **1.5 (Intentionally Left Blank).**

16 **1.6 (Intentionally Left Blank).**

17 **1.7 (Intentionally Left Blank).**

18 **1.8 “Class Counsel”** means Robert Abiri of the law firm of Abiri Law, PC and Vineet
19 Dubey of the law firm of Custodio & Dubey, LLP.

20 **1.9 “Class Period”** means the period of time from November 16, 2019 to and through
21 November 14, 2023.

22 **1.11 “Class Representative”** means the named Plaintiff in this Action, Kenneth Gelasio.

23 **1.12 “Court”** means any judge assigned to preside over this Action in the Superior Court
24 of the State of California County of San Mateo.

25 **1.13 “Defendant” or “Educative”** means Educative, Inc.

26 **1.14 “Defendant’s Counsel”** means Dylan Liddiard and Amit Gressel of Wilson Sonsini
27 Goodrich & Rosati, P.C.

28 **1.15 “Educative or Educative Subscriptions”** means all of Defendant’s digital

1 subscription offerings, including the Educative Standard Subscription, Educative Premium
2 Subscription, and Educative Premium Plus Subscription.

3 **1.16 “Effective Date”** means the date ten (10) days after which all of the events and
4 conditions specified in paragraph 9.1 have been met and have occurred, provided that this
5 Agreement has not been terminated in accordance with the provisions of Section 6 below.

6 **1.17 “Escrow Account”** means the separate, interest-bearing escrow account to be
7 established by the Settlement Administrator under terms acceptable to all Parties at a depository
8 institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be
9 deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement
10 and the money in the Escrow Account shall be invested in the following types of accounts and/or
11 instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and
12 certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of
13 establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

14 **1.18 “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses
15 awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

16 **1.19 “Final Approval Date”** means one (1) day following the latest of the following
17 events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s
18 Settlement Approval Order and Final Judgment approving the Settlement Agreement, if no appeal
19 has been filed; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect
20 to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the
21 Final Judgment without any material modification, of all proceedings arising out of the appeal or
22 appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration
23 or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings
24 arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of
25 final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

26 **1.20 “Final Approval Hearing”** means the hearing before the Court where the Parties
27 will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the
28 Fee Award, and the Incentive Award to the Class Representative.

1 **1.21** **“Final Judgment”** means the Final Judgment and Order to be entered by the Court
2 approving the Agreement after the Final Approval Hearing, which is substantially in the form of
3 **Exhibit F** attached hereto.

4 **1.22** **“Incentive Award”** means any award approved by the Court that is payable to the
5 Plaintiff from the Settlement Fund.

6 **1.23** **“Monthly Educative Subscription”** means an Educative Subscription with a billing
7 period of four weeks or one month.

8 **1.24** **“Net Settlement Fund”** means the amount of the Settlement Fund remaining after
9 payment of claims administration and notice costs, incentive award to the Class Representative, and
10 the Fee Award.

11 **1.25** **“Notice”** means the notice of this proposed Class Action Settlement Agreement and
12 Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set
13 forth in this Agreement, consistent with the requirements of Due Process, California Code of Civil
14 Procedure Section 382, and substantially in the form of **Exhibits B, C, and D** hereto.

15 **1.26** **“Notice Plan”** means the Settlement Administrator’s plan to disseminate Notice to
16 Settlement Class Members, as set forth in paragraph 4.1 below. The Notice Plan will include a
17 short form notice, email notice, and internet notice.

18 **1.27** **“Notice and Other Administrative Costs”** means all costs and expenses actually
19 incurred by the Settlement Administrator in the publication of Notice, establishment of the
20 Settlement Website, providing Class Action Fairness Act (“CAFA”) notice, the processing,
21 handling, reviewing, and paying of payments to Settlement Class Members, paying taxes and tax
22 expenses related to the Settlement Fund (including all federal, state, or local taxes of any kind and
23 interest or penalties thereon, as well as expenses incurred in connection with determining the
24 amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

25 **1.28** **“Notice Date”** means the publication of notice pursuant to paragraph 4.1(b), which
26 shall be no later than twenty-eight (28) days after the Preliminary Approval Order.

27 **1.29** **“Objection/Exclusion Deadline”** means the date by which a written objection to
28 this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement

1 Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice
2 Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the
3 Court and posted to the Settlement Website referenced in paragraph 4.1(d) below, or such other
4 date as ordered by the Court.

5 **1.30** **“Person”** shall mean, without limitation, any individual, corporation, partnership,
6 limited partnership, limited liability company, association, joint stock company, estate, legal
7 representative, trust, unincorporated association, government or any political subdivision or agency
8 thereof, and any business or legal entity and their spouse, parent, child, guardian, associate, co-
9 owners, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to
10 include any governmental agencies or governmental actors, including, without limitation, any state
11 Attorney General office.

12 **1.31** **“Plaintiff”** means Kenneth Gelasio.

13 **1.32** **“Preliminary Approval”** means the Court’s entry of an order preliminarily
14 approving the terms and conditions of this Settlement Agreement, including the manner of
15 providing, and content of, the notice to Settlement Class Members.

16 **1.33** **“Preliminary Approval Date”** means the date on which the Court enters an order
17 granting Preliminary Approval.

18 **1.34** **“Preliminary Approval Order”** means the order preliminarily approving the
19 Settlement Agreement, conditionally certifying the Settlement Class for settlement purposes, and
20 directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and
21 submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the
22 Agreement. The Parties’ proposed form of Preliminary Approval Order is attached hereto as
23 **Exhibit E.**

24 **1.35** **“Released Claims”** means any and all causes of action or claims for relief, whether
25 in law or equity, including but not limited to injunctive relief, actual damages, nominal damages,
26 statutory damages, punitive damages, exemplary or multiplied damages, restitution, disgorgement,
27 expenses, attorneys’ fees and costs, and/or any other form of consideration whatsoever (including
28 “Unknown Claims” as defined below), whether in law or in equity, accrued or un-accrued, direct,

1 individual or representative, of every nature and description whatsoever, that were brought or could
2 have been brought in the Action relating to any and all Releasing Parties, any Educative
3 Subscription associated with any of them, or that in any way relate to or arise out of Defendant's
4 automatic renewal and/or continuous service programs in California from November 16, 2019, to
5 and through November 14, 2023, including but not limited to any of the facts, transactions, events,
6 matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act
7 related thereto.

8 **1.36 “Released Parties”** means Educative, Inc., as well as any and all of its respective
9 present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent
10 companies, subsidiaries, licensors, licensees, associates, affiliates, employers, agents, consultants,
11 independent contractors, and insurers, including without limitation employees of the foregoing,
12 directors, managing directors, officers, partners, principals, members, attorneys, accountants,
13 financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors,
14 legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

15 **1.37 “Releasing Parties”** means Plaintiff, those Settlement Class Members who do not
16 timely opt out of the Settlement Class, each Educative Subscription associated with such Settlement
17 Class Member, and all of their respective present or past heirs, executors, estates, administrators,
18 predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers,
19 employees, agents, consultants, independent contractors, insurers, directors, managing directors,
20 officers, partners, principals, members, attorneys, accountants, financial and other advisors,
21 underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors
22 in interest, assigns and companies, firms, trusts, and corporations.

23 **1.38 “Settlement Administration Expenses”** means the expenses incurred by the
24 Settlement Administrator in providing Notice, processing payments, responding to inquiries from
25 members of the Settlement Class, mailing checks or distributing e-payments for Settlement Class
26 Members, and related services, paying taxes and tax expenses related to the Settlement Fund
27 (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as
28 expenses incurred in connection with determining the amount of and paying any taxes owed and

1 expenses related to any tax attorneys and accountants).

2 **1.39 “Settlement Administrator”** means a reputable administration company that has
3 been selected jointly by the Parties and approved by the Court to perform the duties set forth in this
4 Agreement, including but not limited to serving as Escrow Agent for the Settlement Fund,
5 overseeing the distribution of Notice, as well as the processing and payment of cash to the
6 Settlement Class as set forth in this Agreement, handing all approved payments out of the Settlement
7 Fund, and handling the determination, payment and filing of forms related to all federal, state and/or
8 local taxes of any kind (including any interest or penalties thereon) that may be owed on any income
9 earned by the Settlement Fund. Class Counsel’s assent to this Agreement shall constitute consent
10 on behalf of each and every member of the Settlement Class as defined herein to disclose all
11 information required by the Settlement Administrator to perform the duties and functions ascribed
12 to it herein.

13 **1.40 “Settlement Class”** means all Persons who, from November 16, 2019, to and
14 through November 14, 2023, enrolled in an automatically renewing Educative Subscription using a
15 California billing address and who, during that time period, were charged and paid one or more
16 automatic renewal fee(s) in connection with such subscription and did not receive a full refund for
17 their subscription. “Annual Class Members” mean those Persons that qualify above based on a
18 quarterly or annual subscription. “Monthly Class Members” mean those Persons that qualify above
19 based on a monthly subscription. Excluded from the Settlement Class are: (1) any Judge or
20 Magistrate presiding over this Action and members of their families; (2) Defendant, Defendant’s
21 subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its
22 parents have a controlling interest and their current or former officers, directors, agents, attorneys,
23 and employees; (3) Persons who properly execute and file a timely request for exclusion from the
24 class; and (4) the legal representatives, successors or assigns of any excluded Persons.

25 **1.41 “Settlement Class Member”** means a Person who falls within the definition of the
26 Settlement Class.

27 **1.42 “Settlement Fund”** means the non-reversionary total cash fund that shall be
28 established by Defendant for purposes of this settlement in the total amount of \$625,000.00 USD

1 to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest
2 earned thereon. The Settlement Fund shall be used for payment of the following: (i) payments to
3 the Settlement Class Members (ii) the Notice and Other Administrative Costs actually incurred by
4 the Settlement Administrator, as described in paragraph 1.27 above; (iii) the Fee Award, as defined
5 and described in paragraphs 1.18 and 8.1 below; and (iv) any Incentive Award to the Plaintiff, not
6 to exceed \$2,500.00 USD, as may be ordered by the Court and as described herein at paragraphs
7 1.22 and 8.3. The Settlement Fund shall be kept in the Escrow Account with permissions granted to
8 the Settlement Administrator to access said funds until such time as the listed payments are made.
9 The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on
10 the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement
11 Fund represents the total extent of Defendant's monetary obligations under this Agreement. The
12 payment of the Settlement Amount by Defendant fully discharges the Defendant and the other
13 Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no
14 Released Party shall have any other obligation to make any payment into the Escrow Account or to
15 any Settlement Class Member, or any other Person, under this Agreement. In no event shall the total
16 monetary obligation with respect to this Agreement on behalf of Defendant exceed six hundred and
17 twenty-five thousand dollars (\$625,000).

18 **1.43 "Settlement Website"** means a website to be established, operated, and maintained
19 by the Settlement Administrator for purposes of providing notice and otherwise making available
20 to the Settlement Class Members the documents and information referenced in paragraphs 2.3 and
21 4.1, below.

22 **1.44 "Short Form Notice"** means the Court-approved form of notice for publication to
23 Settlement Class Members, pursuant to the Notice Plan.

24 **1.45 "Unknown Claims"** means claims that could have been raised in the Action and
25 that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or
26 her, might affect his or her agreement to release the Released Parties or the Released Claims or
27 might affect his or her decision to agree, object, or not to object to the Settlement. Upon the
28 Effective Date, the Releasing Parties will be deemed to have, and will have, expressly waived and

1 relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of
2 the California Civil Code, which provides as follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
6 RELEASE AND THAT IFKNOWN BY HIM OR HER WOULD HAVE
7 MATERIALLYAFFECTED HIS OR HER SETTLEMENT WITH THEDEBTOR
8 OR RELEASED PARTY.

9 Upon the Effective Date, the Releasing Parties also will be deemed to have, and will have, waived
10 any and all provisions, rights, and benefits conferred by any law of any state or territory of the
11 United States, or principle of common law, or the law of any jurisdiction outside of the United
12 States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The
13 Releasing Parties acknowledge that they may discover facts in addition to or different from those
14 that they now know or believe to be true with respect to the subject matter of this release, but that
15 it is their intention to finally and forever settle and release the Released Claims, notwithstanding
any Unknown Claims they may have, as that term is defined in this paragraph.

15 **2 SETTLEMENT RELIEF.**

16 **2.1 Procedural Process**

17 Plaintiff through his Class Counsel will move for Preliminary Approval of Class Action
18 Settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes
19 only; and appointment of Class Counsel and the Class Representative that is detailed in this
20 Agreement.

21 **2.2 Payment to Settlement Class Members.**

22 Defendant shall cause to be paid into the Escrow Account the amount of the Settlement
23 Fund (\$625,000 USD), specified in paragraph 1.42 of this Agreement, within 30 days after the
24 Preliminary Approval of this Agreement by the Court.

25 **2.3 Benefits For Settlement Class Members.** Settlement Class Members will be
26 entitled to the following relief:

27 **(a)** Annual Class Members shall be entitled to a *pro rata* cash payment of 2
28 shares from the Net Settlement Fund.

6 (d) All cash payments issued to Settlement Class Members via check will state
7 on the face of the check that it will expire and become null and void unless cashed within one
8 hundred and eighty (180) days after the date of issuance. If a check issued to a Settlement Class
9 Member is not cashed within one hundred and eighty (180) days after the date of issuance, such
10 funds shall revert to the Legal Aid Association of California, a 501(c)(3) entity, or, if the intended
11 beneficiary is unable to receive these funds, other non-sectarian, not-for-profit organization(s) with
12 a similar mission in the State of California recommended by Class Counsel and Defendant, and as
13 approved by the Court.

14 2.4 Defendant introduced additional disclosure language and revisions to its sign up process
15 and acknowledgement emails to perfect compliance with California's Automatic Renewal Law.
16 Defendant presents to its consumers all required disclosures in a clear and conspicuous manner prior
17 to users purchasing a subscription. Defendant explains that the subscription will continue until the
18 consumer cancels, describes the cancelation policy that applies, details the recurring charges that
19 the consumer has agreed to, the length of the automatic renewal term, and the minimum purchase
20 obligation. *See* Cal. Bus. Prof. Code § 17601(b). Defendant also obtains affirmative consent from
21 its users to the agreement containing the automatic renewal offer terms (§ 17602(a)(2)), sends all
22 required emails and notices after a consumer purchases an automatically renewing subscription
23 containing the terms of the contract and information on how to cancel, (§ 17602(a)(3)). Finally,
24 Defendant offers an easy-to-use mechanism for cancellation. Cal. Bus. Prof. Code § 17602(d)(1).

25 | 3. RELEASE.

26 3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and
27 final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed

1 to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,
2 relinquished, and discharged all Released Claims against the Released Parties, and each of them.
3 Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class
4 Member, including Plaintiff, shall, either directly, indirectly, representatively, or in any capacity,
5 be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or
6 participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any
7 jurisdiction (other than participation in the Settlement as provided herein) against any Released
8 Party based on the Released Claims.

9 **4 NOTICE TO THE CLASS.**

10 **4.1** The Notice Plan shall consist of the following:

11 **(a)** *Settlement Class List.* Defendant shall produce an electronic list from its records
12 that includes the names, and last known e-mail and, if available, U.S. Mail addresses that, according
13 to its records, belong to Persons with Educative Subscriptions within the Settlement Class. The
14 electronic list shall also differentiate between Annual Class Members and Monthly Class Members,
15 and shall include the Settlement Class Member's Educative Subscriptions. This electronic
16 document shall be called the "Class List," and shall be provided to the Settlement Administrator.
17 In no event shall the Class List be provided to the Settlement Administrator later than fourteen (14)
18 days prior to the date Notice shall be disseminated. This Class List is confidential and shall not be
19 used for any other purposes beyond providing notice to the Settlement Class and assisting with the
20 determination of payments. Class Counsel's assent to this Agreement shall constitute consent on
21 behalf of each and every member of the Settlement Class as defined herein to disclose this
22 information as stated in this paragraph.

23 **(b)** *Direct Notice to Settlement Class Members.* No later than the twenty-eight (28) days
24 from entry of the Preliminary Approval Order, the Settlement Administrator shall send notice to the
25 Class Members via email, to the email address specified in Defendant's records, in the form attached
26 as **Exhibit B**. If an email notice to a Class Member is returned as non-deliverable, the Settlement
27 Administrator shall send the notice in the form attached as **Exhibit C** to the Settlement Class
28 Member's billing or mailing address (if specified in Defendant's records) via First Class U.S. Mail.

14 **4.2** The Notice shall advise the Settlement Class of their rights, including the rights to
15 be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall specify
16 that any objection to the Settlement Agreement, and any papers submitted in support of said
17 objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the
18 Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making
19 the objection files notice of an intention to do so and at the same time (a) files copies of such papers
20 he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or
21 alternatively, if the objection is from a Settlement Class Member represented by counsel, files any
22 objection through the Court's e-filing system, and (b) sends copies of such papers by mail, hand, or
23 overnight delivery service to Class Counsel and Defendant's Counsel.

24 **4.3** Any Settlement Class Member who intends to object to this Agreement must present
25 the objection in writing to the Settlement Administrator, postmarked on or before the
26 Objection/Exclusion deadline approved by the Court and specified in the Notice, which must be
27 personally signed by the objector, and must include: (1) the objector's name and address; (2) an
28 explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all

1 grounds for the objection, including all citations to legal authority and evidence supporting the
2 objection; (4) the name and contact information of any and all attorneys representing, advising, or
3 in any way assisting the objector in connection with the preparation or submission of the objection
4 or who may profit from the pursuit of the objection (the “Objecting Attorneys”); and (5) a statement
5 indicating whether the objector intends to appear at the Final Approval Hearing (either personally
6 or through counsel who files an appearance with the Court in accordance with the Local Rules).

7 **4.4** If a Settlement Class Member or any of the Objecting Attorneys has objected to any
8 class action settlement where the objector or the Objecting Attorneys asked for or received any
9 payment in exchange for dismissal of the objection, or any related appeal, without any modification
10 to the settlement, then the objection must include a statement identifying each such case by full
11 case caption and amount of payment received.

12 **4.5** A Settlement Class Member may request to be excluded from the Settlement Class
13 by sending a written request postmarked on or before the Objection/Exclusion Deadline approved
14 by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the
15 Settlement Class must timely send a written request for exclusion to the Settlement Administrator
16 providing his/her name and address, a signature, the name and number of the case, and a statement
17 that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A
18 request to be excluded that does not include all of this information, or that is sent to an address other
19 than that designated in the Notice, or that is not postmarked within the time specified, shall be
20 invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and
21 shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the
22 Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by
23 any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii)
24 gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this
25 Agreement. The request for exclusion must be personally signed by each Person requesting
26 exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for
27 exclusion must be postmarked or received by the date specified in the Notice. Upon receiving any
28 request(s) for exclusion, the Settlement Administrator shall stamp on the original the date it was

1 received and shall promptly notify Class Counsel and Defendant's Counsel of such request(s) no
2 later than two (2) calendar days after receiving any request. The Settlement Administrator shall
3 indicate whether such request is timely received, and provide copies of the request(s) for exclusion,
4 the mailing envelope, and any accompanying documentation, by email. The Parties and their
5 respective counsel agree that they will make no effort to suggest, solicit, facilitate or otherwise
6 encourage potential Settlement Class Members to opt out of the Settlement Class.

7 **4.6** The proposed Final Approval Hearing date shall be included in the Proposed
8 Preliminary Approval Order and shall be set by order of the Court.

9 **5 SETTLEMENT ADMINISTRATION.**

10 **5.1** The Settlement Administrator shall, under the supervision of the Court, administer
11 the relief provided by this Settlement Agreement by processing payments in a rational, responsive,
12 cost effective, and timely manner, consistent with the terms of this Agreement. The Settlement
13 Administrator shall maintain reasonably detailed records of its activities under this Agreement. The
14 Settlement Administrator shall maintain all such records as are required by applicable law in
15 accordance with its normal business practices and such records will be made available to Class
16 Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide
17 reports and other information to the Court as the Court may require. The Settlement Administrator
18 shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals
19 containing information concerning Notice, administration, and implementation of the Settlement
20 Agreement. Should the Court request, the Parties shall submit a timely report to the Court
21 summarizing the work performed by the Settlement Administrator, including a report of all amounts
22 from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the
23 Settlement Administrator shall:

24 **(a)** Forward to Defendant's Counsel, with copies to Class Counsel, all original
25 documents and other materials received in connection with the administration of the Settlement,
26 and all copies thereof, in accordance with the terms of this Agreement;

27 **(b)** Provide Class Counsel and Defendant's Counsel with drafts of all administration
28 related documents, including but not limited to class notices, follow-up class notices or

1 communications with Settlement Class Members, telephone scripts, website postings or language
2 or other communications with the Settlement Class, at least five (5) days before the Settlement
3 Administrator is required to or intends to publish or use such communications, unless Class Counsel
4 and Defendant's Counsel agree to waive this requirement in writing on a case by case basis;

5 (c) Receive requests to be excluded from the Settlement Class and other requests and
6 promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement
7 Administrator receives any exclusion forms or other requests after the deadline for the submission of such
8 forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel
9 and Defendant's Counsel; and

10 (d) Provide weekly reports to Class Counsel and Defendant's Counsel of payments made.

11 **5.2** The Settlement Administrator shall be obliged to employ reasonable procedures to screen
12 for abuse or fraud where there is evidence of abuse or fraud. The Settlement Administrator shall
13 determine whether a payment should be made to a Settlement Class Member by determining if the
14 Person is on the Class List.

15 **5.3 (Intentionally Left Blank).**

16 **5.4** In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall
17 have the right to reasonably request additional information from the Parties or any Settlement Class
18 Member.

19 **5.5** Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility
20 for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class
21 Counsel, or the Claims Administrator, or any of their respective designees or agents, in connection with
22 the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the
23 Settlement Fund; (iii) the allocation of Net Settlement Funds to Settlement Class Members or the
24 implementation, administration, calculation or interpretation thereof; (iv) the determination,
25 administration, calculation, or payment of any payments asserted against the Settlement Fund; (v) any
26 losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment, reporting, or
27 withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement
28 Fund or the filing of any federal, state, or local returns.

1 **5.6** To allow a calculation of the pro rata payments to Settlement Class Members, no later
2 than twenty-one (21) days before any distribution of Settlement Funds must occur, the Settlement
3 Administrator shall submit to Class Counsel and Defendant's Counsel a final and total invoice for all of
4 the Settlement Administrator's services.

5 **5.7** All taxes and tax expenses shall be paid out of the Settlement Fund, and shall be timely
6 paid by the Settlement Administrator pursuant to this Agreement and without further order of the Court.
7 Any tax returns or reporting forms prepared for the Settlement Fund (as well as the election set forth
8 therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income
9 earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released
10 Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator
11 or its agents with respect to the reporting or payment of taxes or tax expenses.

12 **5.8** The Settlement administrator shall, as cy pres, direct that funds related to uncashed
13 checks, as set forth in Section 2.3 above, are distributed to the Legal Aid Association of California, a
14 501(c)(3) entity, or, if the intended beneficiary is unable to receive these funds, other non-sectarian, not-
15 for-profit organization(s) with a similar mission in the State of California recommended by Class Counsel
16 and Defendant, and as approved by the Court.

17 **6 TERMINATION OF SETTLEMENT.**

18 **6.1** Subject to Section 9 below, Defendant or the Class Representative on behalf of the
19 Settlement Class, shall have the right to terminate this Agreement by providing written notice of the
20 election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of
21 the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any
22 material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect;
23 (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date
24 upon which the Final Judgment is vacated, modified or reversed in any material respect by the Court, the
25 Court of Appeals or the Supreme Court; or (v) the date upon which an Alternate Judgment as defined in
26 paragraphs 1.2 and 9.1(d) of this Agreement is vacated, modified, or reversed in any material respect by
27 the Court, the Court of Appeals, or the Supreme Court.

28 **6.2** If, prior to the filing of the Final Approval Motion, Persons who otherwise would be

1 members of the Settlement Class have timely requested exclusion from the Settlement Class in
2 accordance with the provisions of the Notice, and such Persons in the aggregate constitute more than five
3 percent (5%) of the Settlement Class, Defendant shall have, in its sole and absolute discretion, the option
4 to terminate this settlement by giving notice as set forth in paragraph 6.1 above.

5 **6.3** If Defendant seeks to terminate the Settlement Agreement on the basis of paragraph
6 6.2 above, the Parties agree that any dispute as to whether Defendant may invoke paragraph 6.2 to
7 terminate the Agreement that they cannot resolve amongst themselves after reasonable efforts,
8 notwithstanding that the Agreement will have been filed with and preliminarily approved by the
9 Court, the dispute shall be submitted to Jill Sperber, Esq. of Judicate West. Ms. Sperber will charge
10 the Judicate West hourly rate for providing such services to the Settlement Class, and all expenses
11 related thereto will be paid by the Settlement Administrator from the Settlement Fund. Ms. Sperber's
12 determination as to the disputed claim shall be final and binding on the Parties. If the Parties agree,
13 or the neutral mediator rules, that one of the conditions provided in paragraph 6.2 above has been
14 satisfied, Defendant may exercise its option to terminate the Agreement only if Defendant's Counsel
15 provides Class Counsel with written notice no later than twenty-eight (28) calendar days prior to the
16 Final Approval Hearing. If it appears that dispute resolution efforts will not be completed before
17 fourteen (14) days in advance of the Final Approval Hearing, the Parties will jointly seek an
18 adjournment of the Final Approval Hearing to allow time for this process to be completed.

19 **7 PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

20 **7.1** As described in Paragraph 2.1, Class Counsel shall move for preliminary approval
21 of class action settlement in the Superior Court of The State of California County of San Mateo after
22 the filing of the Parties Joint Stipulation to stay the underlying Action.

23 **7.2** Class Counsel shall submit this Agreement together with its Exhibits to the Court
24 and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement;
25 certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and
26 the Class Representative; and entry of a Preliminary Approval Order substantially in the form of
27 **Exhibit E** hereto, which order shall set a Final Approval Hearing date and approve the Notices for
28 dissemination substantially in the form of **Exhibits B, C, and D** hereto. The Preliminary Approval

1 Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt
2 such amendments, modifications and expansions of the Settlement Agreement and its implementing
3 documents (including all Exhibits to this Agreement) so long as they are consistent in all material
4 respects with the terms of the Settlement Agreement and do not limit or impair the rights of the
5 Settlement Class or materially expand the obligations of Defendant.

6 **7.3** The Proposed Preliminary Approval Order shall include: (i) conditional certification
7 of the Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed
8 Settlement Agreement, and (iii) setting a date for a Final Approval Hearing.

9 **7.4** After Notice is given, the Parties shall request and seek to obtain from the Court a
10 Final Judgment substantially in the form of **Exhibit F** hereto, which will (among other things):

11 **(a)** find that the Court has personal jurisdiction over all Settlement Class Members and
12 that the Court has subject matter jurisdiction to approve the Agreement, including all Exhibits
13 thereto;

14 **(b)** approve the Settlement Agreement and the proposed settlement as fair, reasonable,
15 and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and
16 their counsel to implement and consummate the Agreement according to its terms and provisions;
17 and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all
18 pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and
19 Releasing Parties;

20 **(c)** find that the Notice implemented pursuant to the Agreement (1) constitutes the best
21 practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under
22 the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object
23 to or exclude themselves from the proposed Agreement, and to appear at the Final Approval
24 Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled
25 to receive notice; and (4) meets all applicable requirements of the California Code of Civil
26 Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

27 **(d)** find that the prerequisites for a class action under California Code of Civil Procedure
28 Section 382 have been satisfied for settlement purposes for the Settlement Class in that: (1) the

1 number of Settlement Class Members is so numerous that joinder of all members thereof is
2 impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3)
3 the claims of the Class Representative are typical of the claims of the Settlement Class they seek to
4 represent; (4) the Class Representative has and will continue to fairly and adequately represent the
5 interests of the Settlement Class for purposes of entering into the Settlement Agreement; (5) the
6 questions of law and fact common to Settlement Class Members predominate over any questions
7 affecting any individual Settlement Class Member; (6) the Settlement Class is ascertainable; and (7)
8 a class action is superior to the other available methods for the fair and efficient adjudication of the
9 controversy.

10 (e) dismiss the Action (including dismiss the Action (including all individual claims and
11 Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs
12 to any party except as provided in the Settlement Agreement;

13 (f) incorporate the Release set forth above, make the Release effective as of the date of
14 the Effective Date, and forever discharge the Released Parties as set forth herein;

15 (g) permanently bar and enjoin all Settlement Class Members from filing, commencing,
16 prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other
17 action in any jurisdiction based on the Released Claims;

18 (h) without affecting the finality of the Final Judgment for purposes of appeal, retain
19 jurisdiction as to all matters relating to administration, consummation, enforcement, and
20 interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary
21 purpose;

22 (i) close the case; and

23 (j) incorporate any other provisions, as the Court deems necessary and just, provided
24 that such other provisions do not materially abridge, enlarge or modify any rights or responsibilities
25 of the Released Parties or Settlement Class Members under this Agreement.

26 **8 CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF
27 EXPENSES; INCENTIVE AWARD.**

1 **8.1** Defendant agrees that Class Counsel may apply to the Court to receive from the
2 Settlement Fund, subject to Court approval, attorneys' fees not to exceed \$208,333.00, and
3 reasonable costs and expenses. Plaintiff will petition the Court for an award of such attorneys' fees,
4 costs, and expenses, and Defendant agrees to take no position on Class Counsel's petition for
5 attorneys' fees, costs, and expenses if limited to this amount. Class Counsel, in turn, agrees to seek
6 no more than this amount from the Court in attorneys' fees, costs, and expenses. In no event shall
7 Defendant be obligated to pay or reimburse Class Counsel an amount greater than \$208,333.00
8 plus reasonable costs and expenses. Payment of the Fee Award shall be made from the Settlement
9 Fund and should the Court award less than the amount sought by Class Counsel, the difference in the
10 amount sought and the amount ultimately awarded pursuant to this paragraph shall remain in the
11 Settlement Fund for *pro rata* distribution to Settlement Class Members.

12 **8.2** The Fee Award shall be payable by the Settlement Administrator within ten (10)
13 days after entry of the Court's Final Judgment, subject to Class Counsel providing all payment
14 routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be
15 made from the Settlement Fund by wire transfer to Abiri Law, PC, in accordance with wire
16 instructions to be provided by Abiri Law, PC, and completion of necessary forms, including but not
17 limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is
18 reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to
19 the Defendant.

20 **8.3** Defendant agrees that, subject to Court approval, the Settlement Administrator may
21 pay an Incentive Award to the Class Representative from the Settlement Fund, in addition to any
22 settlement payment as a result of a valid claim pursuant to this Agreement, in the amount of up to
23 two thousand five hundred dollars (\$2,500). Defendant shall not object to or otherwise challenge,
24 directly or indirectly, Class Counsel's application for the Incentive Award to the Class
25 Representative if limited to this amount. Class Counsel, in turn, agrees to seek no more than this
26 amount from the Court as the Incentive Award for the Class Representative. Should the Court
27 award less than this amount, the difference in the amount sought and the amount ultimately awarded
28 pursuant to this paragraph shall remain in the Settlement Fund for *pro rata* distribution to Settlement

1 Class Members. Such Incentive Award shall be paid from the Settlement Fund (in the form of a
2 check to the Class Representative that is sent care of Class Counsel), within five (5) days after entry
3 of the Final Judgment if there have been no objections to the Settlement Agreement, and, if there
4 have been such objections, within five (5) days after the Effective Date.

5 **9 CONDITIONS OF SETTLEMENT; EFFECT OF DISAPPROVAL, CANCELLATION,
6 OR TERMINATION.**

7 **9.1** The Parties payment obligations under this Settlement Agreement shall not occur
8 unless and until ten (10) days after each of the following events occurs and shall be the date upon
9 which the last (in time) of the following events occurs:

10 **(a)** the Parties and their counsel have executed this Agreement;
11 **(b)** the Court has entered the Preliminary Approval Order; and
12 **(c)** the Court has entered an order finally approving the Agreement, following
13 Notice to the Settlement Class and a Final Approval Hearing, as provided in the California Code of
14 Civil Procedure Section 382, and has entered the Final Judgment, or a judgment consistent with
15 this Agreement in all material respects.

16 **9.2** If some or all of the conditions specified in paragraph 9.1 are not met, or if the
17 settlement set forth in this Agreement is not approved by the Court or is terminated or fails to
18 become effective in accordance with its terms, then this Settlement Agreement shall be canceled
19 and terminated subject to paragraph 6.1 above, unless Class Counsel and Defendant's Counsel
20 mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the
21 terms hereof, any other Party, provided that it is in substantial compliance with the terms of this
22 Agreement, may terminate this Agreement on notice to all of the Settling Parties. Notwithstanding
23 anything herein, the Parties agree that the Court's failure to approve, in whole or in part, Class
24 Counsel's request for payment of attorneys' fees, costs and/or expenses, and/or the request for
25 Incentive Award payments set forth in Section 8 above shall not prevent the Agreement from
26 becoming effective, nor shall it be grounds for termination.

27 **9.3** If this Agreement is terminated or fails to be receive final approval by the Court, the
28 Parties shall be restored to their respective positions in the Action as of the moment just prior to the

1 signing of this Agreement. In such event, any Final Judgment or other order entered by the Court
2 in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the
3 Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had
4 never been entered into. Within five (5) days after written notification of termination as provided
5 in this Agreement is sent to the other Parties, the Settlement Fund (including accrued interest
6 thereon), less any Settlement Administration costs actually incurred, paid or payable and less any
7 taxes and tax expenses paid, due or owing, shall be refunded by the Settlement Administrator to
8 Defendant, based upon written instructions provided by Defendant's Counsel. If the Final
9 Settlement Order and Judgment or any part of it is vacated, overturned, reversed, or rendered void
10 as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated
11 for any other reason, Class Counsel shall, within thirty (30) days repay to Defendant, based upon
12 written instructions provided by Defendant's Counsel, the full amount of the attorneys' fees and
13 costs paid to Class Counsel from the Settlement Fund, including any accrued interest. If the attorney
14 fees and costs awarded by the Court or any part of them are vacated, modified, reversed, or rendered
15 void as a result of an appeal, Class Counsel shall within thirty (30) days repay to Defendant, based
16 upon written instructions provided by Defendant's Counsel, the attorneys' fees and costs paid to
17 Class Counsel and/or Class Representative from the Settlement Fund, in the amount vacated or
18 modified, including any accrued interest.

19 **10 MISCELLANEOUS PROVISIONS.**

20 **10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement
21 Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the
22 extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement,
23 to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this
24 Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals.
25 Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court
26 approval of the Settlement Agreement, entry of the Preliminary Approval Order,

27 **10.2** The Parties intend this Settlement Agreement to be a final and complete resolution
28 of all disputes between them with respect to the Released Claims by Plaintiff and the Settlement

1 Class (and each or any of them) on the one hand, against the Released Parties (and each or any of
2 them) on the other hand.

3 **10.3** The Parties have relied upon the advice and representation of counsel, selected by
4 them, concerning their respective legal liability for the claims hereby released. The Parties have
5 read and understand fully the above and foregoing agreement and have been fully advised as to the
6 legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

7 **10.4** Whether or not the Effective Date occurs, or the Settlement Agreement is terminated,
8 neither this Agreement nor the Settlement contained herein or any term, provision, or definition
9 therein, nor any act or communication performed or document executed in the course of negotiating,
10 implementing, or seeking approval pursuant to or in furtherance of this Agreement or the Settlement:

11 **(a)** is, may be deemed, or shall be used, offered or received in any civil, criminal or
12 administrative proceeding in any court, administrative agency, arbitral proceeding or
13 other tribunal against the Released Parties, or each or any of them, as an admission,
14 concession or evidence of, the validity of any Released Claims, the truth of any fact
15 alleged by the Plaintiff, the deficiency of any defense that has been or could have been
16 asserted in the Action, the violation of any law or statute, the definition or scope of any
17 term or provision, the reasonableness of the settlement amount or the Fee Award, or of
18 any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of
19 them. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming
20 all liability with respect to all claims, considers it desirable to resolve the action on the
21 terms stated herein to avoid further expense, inconvenience, and burden, and therefore
22 has determined that this settlement is in Defendant's best interests. Any public
23 statements made by Plaintiffs or Class Counsel will be consistent with this paragraph
24 and Class Counsel will not issue any press release concerning this Agreement or the
25 settlement contained herein;

26 **(b)** is, may be deemed, or shall be used, offered or received against any Released Party, as
27 an admission, concession or evidence of any fault, misrepresentation or omission with
28 respect to any statement or written document approved or made by the Released Parties,

1 or any of them;

2 (c) is, may be deemed, or shall be used, offered or received against the Released Parties, or
3 each or any of them, as an admission or concession with respect to any liability,
4 negligence, fault or wrongdoing or statutory meaning as against any Released Parties, or
5 supporting the certification of a litigation class, in any civil, criminal or administrative
6 proceeding in any court, administrative agency or other tribunal. However, the
7 settlement, this Agreement, and any acts performed and/or documents executed in
8 furtherance of or pursuant to this Agreement and/or Settlement may be used in any
9 proceedings as may be necessary to effectuate the provisions of this Agreement. Further,
10 if this Settlement Agreement is approved by the Court, any Party or any of the Released
11 Parties may file this Agreement and/or the Final Judgment in any action that may be
12 brought against such Party or Parties in order to support a defense or counterclaim based
13 on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment
14 bar or reduction, or any other theory of claim preclusion or issue preclusion or similar
15 defense or counterclaim;

16 (d) is, may be deemed, or shall be construed against Plaintiff, the Settlement Class, the
17 Releasing Parties, or each or any of them, or against the Released Parties, or each or any
18 of them, as an admission or concession that the consideration to be given hereunder
19 represents an amount equal to, less than or greater than that amount that could have or
20 would have been recovered after trial; and

21 (e) is, may be deemed, or shall be construed as or received in evidence as an admission or
22 concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any
23 of them, or against the Released Parties, or each or any of them, that any of Plaintiff's
24 claims are with or without merit or that damages recoverable in the Action would have
25 exceeded or would have been less than any particular amount.

26 **10.5** The Parties acknowledge that: (a) any certification of the Settlement Class as set
27 forth in this Agreement, including certification of the Settlement Class for settlement purposes in
28 the context of Preliminary Approval, shall not be deemed a concession that certification of a

1 litigation class is appropriate, or that the Settlement Class definition would be appropriate for a
2 litigation class, nor would Defendant be precluded from challenging class certification in further
3 proceedings in the Action or in any other action if the Settlement Agreement is not finalized or
4 finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason
5 whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action
6 shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be
7 asserted in any litigated certification proceedings in the Action or in any other action; and (c) no
8 agreements made by or entered into by Defendant in connection with the Settlement may be used
9 by Plaintiff, any person in the Settlement Class, or any other person to establish any of the elements
10 of class certification in any litigated certification proceedings, whether in the Action or any other
11 judicial proceeding.

12 **10.6** No person or entity shall have any claim against the Class Representative, Class
13 Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the
14 Released Parties and/or their counsel, arising from distributions made substantially in accordance
15 with this Agreement. The Parties and their respective counsel, and all other Released Parties shall
16 have no liability whatsoever for the investment or distribution of the Settlement Fund or the
17 determination, administration, calculation, or payment of any claim or nonperformance of the
18 Settlement Administrator, the payment or withholding of taxes (including interest and penalties)
19 owed by the Settlement Fund, or any losses incurred in connection therewith.

20 **10.7** All proceedings with respect to the administration, processing and determination of
21 payments and the determination of all controversies relating thereto, including but not limited to
22 disputed questions of law and fact with respect to the validity of payments, and the enforcement of
23 the Release and Covenant not to Sue set forth herein, shall be subject to the jurisdiction of the Court,
24 which shall have exclusive jurisdiction to protect and effectuate the Final Order and Judgment.

25 **10.8** The headings used herein are used for the purpose of convenience only and are not
26 meant to have legal effect.

27 **10.9** The waiver by one Party of any breach of this Agreement by any other Party shall
28 not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

1 **10.10** All of the Exhibits to this Agreement are material and integral parts thereof and are
2 fully incorporated herein by this reference.

3 **10.11** This Agreement and its Exhibits set forth the entire agreement and understanding
4 of the Parties with respect to the matters set forth herein, and supersede all prior negotiations,
5 agreements, arrangements and undertakings with respect to the matters set forth herein. No
6 representations, warranties or inducements have been made to any Party concerning this Settlement
7 Agreement or its Exhibits other than the representations, warranties and covenants contained and
8 memorialized in such documents. This Agreement may be amended or modified only by a written
9 instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10 **10.12** Except as otherwise provided herein, each Party shall bear its own costs.

11 **10.13** Plaintiff represents and warrants that she has not assigned any claim or right or interest
12 therein as against the Released Parties to any other Person or Party and that she is fully entitled
13 to release the same.

14 **10.14** Each counsel or other Person executing this Settlement Agreement, any of its
15 Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and
16 represents that such Person has the full authority to do so and has the authority to take appropriate
17 action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

18 **10.15** This Agreement may be executed in one or more counterparts. Signature by digital
19 means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All
20 executed counterparts and each of them shall be deemed to be one and the same instrument. A
21 complete set of original executed counterparts shall be filed with the Court if the Court so requests.

22 **10.16** This Settlement Agreement shall be binding upon, and inure to the benefit of, the
23 successors and assigns of the Parties hereto and the Released Parties.

24 **10.17** The Court shall retain jurisdiction with respect to implementation and enforcement
25 of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for
26 purposes of implementing and enforcing the settlement embodied in this Agreement.

27 **10.18** This Settlement Agreement shall be governed by and construed in accordance with
28 the substantive laws of the State of California without giving effect to its conflict of laws provisions.

1 **10.19** This Agreement is deemed to have been prepared by counsel for all Parties, as a result
2 of arm's-length negotiations among the Parties. Because all Parties have contributed substantially
3 and materially to the preparation of this Agreement, it shall not be construed more strictly against
4 one Party than another.

5 **10.20** Where this Agreement requires notice to the Parties, such notice shall be sent to the
6 undersigned counsel: Robert Abiri, Abiri Law, PC, 30021 Tomas Street, Suite 300, Rancho Santa
7 Margarita, CA 92688, rabiri@abirilaw.com; Vineet Dubey, Custodio & Dubey, LLP, 445 S.
8 Figueroa Street, Los Angeles, CA 90071, dubey@cd-lawyers.com; Dylan Liddiard, Wilson Sonsini
9 Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, California 94304, dliddiard@wsgr.com.

12 | IT IS SO STIPULATED BY COUNSEL:

ABIRI LAW, PC

By: 
Robert Abiri
*Attorney for Plaintiff and the
Putative Class*

20 DATED: 10/27/2025

CUSTODIO & DUBEY, LLP

By: Vineet Dubey
Vineet Dubey
*Attorney for Plaintiff and the
Putative Class*

25 | DATED: 10/27/2025

**WILSON SONSINI GOODRICH &
ROSATI, P.C.**

By: *Dylan Liddiard*
Dylan Liddiard
Amit Gressel
Attorneys for Defendant Educative, Inc.