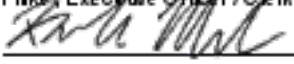


05/27/2026

Clad File, Executive Officer / Clerk of the Court

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Individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

PATRICIA HOOVER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

COMMUNITY BRANDS PARENTCO, LLC, a
Delaware limited liability company;
COMMUNITY BRANDS LLC, a Delaware
limited liability company; EDUCATION
BRANDS, LLC, a Delaware limited liability
company; MOBILECAUSE, INC., a Delaware
corporation; and Does 1-100, inclusive,

Defendants.

Case No. 23CV040930

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

1 This matter came for hearing on November 18, 2025, upon the Motion for Preliminary
2 Approval of the proposed settlement of this action on the terms set forth in the Joint Stipulation of
3 Settlement and Release of Claims (the “Settlement” or “Stipulation”). Having considered the
4 Settlement, all papers and proceedings held herein, and having reviewed the entire record in this
5 action, Case No. 23CV040930, entitled *Patricia Hoover v. Community Brands Parentco, LLC, et al.*
6 (the “Action”), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiff Patricia Hoover (“Plaintiff”) has alleged claims against Defendants
8 Community Brands Parentco, LLC, Education Brands, LLC, and MobileCause, Inc. (“Defendants”)
9 on behalf of herself and on behalf of others similarly situated, comprising of: “All individuals who
10 worked in California for Defendants between August 15, 2019 and December 24, 2023, as well as
11 the approximately 17 employees who previously worked for Defendants and continued to work in
12 the same or a similar role in California with successors-in-interest NonProfit Brands, LLC from
13 December 25, 2023 to December 31, 2024 and Momentive Software, Inc. from January 1, 2025 to
14 the date of preliminary approval, or an earlier date pursuant to Defendants’ election under the
15 escalator provision.”

16 WHEREAS, Plaintiff asserts putative class and representative claims against Defendants for
17 (1) Failure To Pay Minimum Wages (Cal. Lab. Code §§ 1182.12, 1194, 1194.2, and 1197); (2)
18 Failure To Pay Overtime Wages (Cal. Lab. Code §§ 510, 1194 and 1198); (3) Failure To Provide
19 Meal Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure To Provide Rest Periods (Cal. Lab.
20 Code §§ 226.7); (5) Failure To Pay All Wages Due Upon Separation of Employment and Within
21 The Required Time (Cal. Lab. Code §§ 201, 202, 203, and 210); (6) Failure to Furnish Accurate
22 Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure To Reimburse All Business Expenses
23 (Cal. Lab. Code §§ 2800, 2802); (8) Enforcement of Labor Code § 2698 *et seq.* (“PAGA”); (9)
24 Violation of Business and Professions Code §§ 17200, *et seq.*; and (10) Violations of the FLSA.

25 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law
26 alleged in this Action, and further deny any liability whatsoever to Plaintiff or the Class Members.

27 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendants
28 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and

1 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation.

2 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or
3 about October 23, 2025 which provides for entry of judgment as to the claims asserted in the Action
4 against Defendants on the terms and conditions set forth in the Stipulation, subject to the approval
5 of this Court.

6 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

7 1. All defined terms contained herein shall have the same meanings as set forth in the
8 Joint Stipulation of Settlement and Release of Claims (“Settlement”).

9 2. The Class Representatives and Defendants, through their counsel of record, have
10 reached an agreement to settle the litigation on behalf of the Class as a whole.

11 3. The Court hereby conditionally certifies the following Class for settlement purposes
12 only: “All individuals who worked in California for Defendants between August 15, 2019 and
13 December 24, 2023, as well as the approximately 17 employees who previously worked for
14 Defendants and continued to work in the same or a similar role in California with successors-in-
15 interest NonProfit Brands, LLC from December 25, 2023 to December 31, 2024 and Momentive
16 Software, Inc. from January 1, 2025 to the date of preliminary approval, or an earlier date pursuant
17 to Defendants’ election under the escalator provision.”

18 4. Should for whatever reason the Settlement and Judgment not become a final
19 Judgment, the fact that the parties were willing to stipulate to certification of a class and collective
20 as part of the Settlement shall have no bearing on, or be admissible in connection with, the Litigation
21 or the issue of whether a class or collective should be certified in the Litigation in a non-settlement
22 context.

23 5. The Court appoints and designates: (a) Plaintiff Patricia Hoover and (b) Lebe Law,
24 APLC as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with
25 respect to all acts or consents required by, or which may be given, pursuant to the Settlement, and
26 such other acts reasonably necessary to finalize the Settlement and its terms. Any Class Member
27 may enter an appearance through his or her own counsel at such Class Member’s own expense. Any
28 Class Member who does not enter an appearance or appear on his or her own behalf will be

represented by Class Counsel.

6. The Court hereby grants preliminary approval of the Settlement as fair, reasonable, and adequate in all respects to the Class Members and ORDERS the Parties to consummate the Settlement in accordance with the terms of the Stipulation.

The Court hereby preliminarily approves the Settlement, the total Gross Settlement Amount in the amount of \$525,000.00 and the allocations of the following amounts from the total Gross Settlement Amount: (1) The Settlement Administrator's fees and expenses of \$4,950 paid through the Gross Settlement Amount ; (2) Plaintiff's counsel attorney's fees and costs which collectively shall not exceed 33.3% of the Gross Settlement amount, including the Escalator amount, if any, plus reasonable costs/expenses not to exceed \$15,000, subject to approval by the court; (3) a \$10,000 enhancement award to Plaintiff Patricia Hoover and \$7,500 for each opt-in plaintiff; (4) subject to the Court's approval, up to a maximum of \$50,000 shall be allocated as the PAGA Payment; (5) \$37,500, representing 75% of the PAGA payment, shall be paid to the LWDA; and (6) \$12,500 representing 25% of the penalties pursuant to PAGA, shall be distributed to the PAGA employees as PAGA employee payments.

7. The Court finds on a preliminary basis that the Settlement appears to be within the range of reasonableness of a settlement, including the amount of the PAGA penalties, the FLSA collective component, Class Representative Service Award, Class Counsel's attorneys' fees and costs, the Settlement Administration Costs, and the allocation of payments to the Settlement Class Members, that could ultimately be given final approval by this Court. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It also appears that extensive and costly investigation, research, and mediation proceedings have been conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Settling Parties and avoid the delay and risks that would be presented by the further prosecution of the Litigation. It also appears that the Settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

8. The Court hereby approves, as to form and content, the Notice of Pendency of Class

1 Action (“Class Notice”), which is attached to the Settlement as “**Exhibit A**,” to be sent to the Class
2 Members. The Court finds that distribution of the Class Notice to Class Members substantially in the
3 manner and form set forth in the Settlement and this Class Notice meets the requirements of due
4 process and shall constitute due and sufficient notice to all parties entitled thereto.

5 9. The Court appoints and designates ILYM as the Settlement Administrator. The Court
6 hereby directs the Settlement Administrator to provide the approved Class Notice to the Class
7 Members.

8 10. Any Class Member may choose to opt out of, and be excluded from, the settlement
9 as provided in the Settlement, except as to the release of claims under the Private Attorney General
10 Act, Cal. Lab. Code § 2698, *et seq.*, (“PAGA”) and such Class Member’s corresponding settlement
11 as an aggrieved employee under the PAGA, by following the instructions set forth in the Class
12 Notice, for requesting exclusion. Any person who timely and properly opts out of the Settlement
13 will not be bound by the Settlement, except as to the release of claims under the PAGA, or have any
14 right to object, appeal, or comment thereon. Any Opt-Out request must be in writing, clearly state
15 that the Class Member wishes to be excluded from the settlement of the Litigation and be signed by
16 each such Class Member opting out, and must otherwise comply with the requirements delineated
17 in the Settlement and Class Notice. Class Members who have not requested exclusion by submitting
18 a proper and timely Opt-Out request that is postmarked no later than the Opt-Out Deadline, shall be
19 bound by all determinations of the Court, the Settlement, and Judgment.

20 11. Any Class Member may choose not to opt in, and be excluded from, the settlement
21 and release of FLSA claims by following the instructions set forth in the Class Notice.

22 12. The Motion for Final Approval shall be filed no later than sixteen (16) court days
23 before the Final Approval Hearing.

24 13. In the event that the Effective Date occurs, all Settlement Class Members and the
25 Class Representative will be deemed to have forever released and discharged the Released Claims
26 applicable to them.

27 14. In the event that the Effective Date occurs, the action captioned as, *Patricia Hoover*
28 *v. Community Brands Parentco, LLC, et al.*, Alameda County Superior Court Case No.

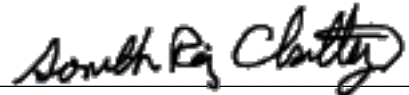
23CV040930, shall be resolved pursuant to the terms of the Settlement by entry of Judgment.

15. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Agreement without further notice to the Class and retains jurisdiction to consider all further applications arising out of or connected with the Agreement.

16. The "Final Approval Hearing" shall be held before this Court on 9/29/26 at 2:30 PM at _____ in Department 21 of the Superior Court of the State of California, County of Alameda to determine all necessary matters concerning the Settlement, including whether the proposed settlement of the Litigation on the terms and conditions provided for in the Settlement Agreement is fair, adequate, and reasonable and should be finally approved by the Court and whether a Judgment, as provided in the Agreement, should be entered herein. At this same time, a hearing on Class Counsel's motion for an award of attorneys' fees, reimbursement of litigation costs, and the Class Representative Service Award shall also be held.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 05/27/2026



Hon. Somnath Raj Chatterjee
Judge of the Alameda County Superior Court
S. Raj Chatterjee / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 05/28/2026
PLAINTIFF/PETITIONER: Patricia Hoover, individually and on behalf of all others similarly situated et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy B. Mercado
DEFENDANT/RESPONDENT: Community Brands ParentCo, LLC, a Delaware limited liability company et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV040930

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] ORDER PRELIMINARILY APPROVING CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION SETTLEMENT PURSUANT TO THE TERMS OF JOINT STIPULATION RE: CLASS AND REPRESENTATIVE ACTION SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Chancellor Nobles
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Jonathan M. Lebe
Jon@labelaw.com

Dated: 05/28/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



B. Mercado, Deputy Clerk