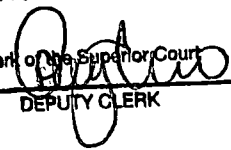


FILED
SAN MATEO COUNTY

NOV - 3 2025

By 
CLERK OF THE SUPERIOR COURT
DEPUTY CLERK

ABIRI LAW, PC
Robert Abiri (SBN 238681)
rabiri@abirilaw.com
30021 Tomas Street, Suite 300
Rancho Santa Margarita, CA 92688
t. 949.459.2133
f. 949.534.4367

CUSTODIO & DUBEY, LLP
Vineet Dubey (SBN 243208)
dubey@cd-lawyers.com
445 S. Figueroa Street, Suite 2520
Los Angeles, CA 90071
Telephone: (213) 593-9095
Facsimile: (213) 785-2899

*Attorneys for Plaintiff and the
Putative Class*

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

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

Plaintiff,

v.

EDUCATIVE, INC.

Defendant.

CASE NO.: 25-CIV-02720

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

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AGREEMENT, CONDITIONALLY
CERTIFYING SETTLEMENT
CLASS, APPOINTING CLASS
REPRESENTATIVE, APPOINTING
CLASS COUNSEL, AND
APPROVING NOTICE PLAN**

Date: October 6, 2025
Time: 3:00 p.m.
Dept.: 15

WHEREAS, a proposed class action is pending before the Court entitled *Gelasio v. Educative, Inc.*, No. 25-CIV-02720 (the "Action");

1 WHEREAS, Plaintiff Kenneth Gelasio ("Plaintiff") and Educative, Inc. ("Defendant" or
2 "Educative") (collectively, the "Parties"), have entered into a Stipulation of Settlement Agreement,
3 which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed
4 class action settlement which would dispose of the Action with prejudice as to Educative and bind
5 Plaintiff and all class members to a full release of their claims, upon the terms and conditions set
6 forth therein (the "Settlement Agreement"); and

7 WHEREAS, the Court has considered all papers submitted on Plaintiff's Motion for
8 Preliminary Approval of Class Action Settlement, including the Settlement Agreement and all
9 exhibits attached thereto, records and prior proceedings to date in this matter, and good cause
10 appearing based on the record,

11 **IT IS HEREBY ORDERED, DECREED, AND ADJUDGED** as follows:

12 1. This Order Granting Preliminary Approval of Class Certification and Settlement,
13 Approving Notice of Class Action Settlement, and Setting Final Approval Hearing ("Preliminary
14 Approval Order") incorporates by reference the definitions in the Settlement Agreement. All terms
15 used in this Order have the same meanings as those terms have in the Settlement Agreement.

16 2. Pursuant to Rule 3.769 of the California Rules of Court, this Court preliminarily
17 approves the settlement as set forth in the Settlement Agreement, and finds that: (1) the settlement
18 is fair, just, reasonable, adequate and equitable as to the Settlement Class and Defendants, and is the
19 product of good faith, arm's-length negotiations between the parties; and (2) the settlement as set
20 forth in the Settlement Agreement is consistent with public policy, and fully complies with the
21 applicable provisions of California law. Accordingly, the parties to the Settlement Agreement are
22 hereby directed to consummate and perform its terms.

23 3. Notice will be provided to Class Members in the following manner:

24 a. Within 14 days after entry by the Court of its Preliminary Approval Order,
25 Defendants will provide the Settlement Administrator and only the Settlement
26 Administrator with a database containing for each Class Member the name, last
27 known email address, and last known address.

- 1 b. The Settlement Administrator will send each Class Member the Notice of Class
2 Action Settlement, attached hereto as Exhibit B ("Email Notice") via email to the
3 email address listed on the Class Member's Educative Subscription account. If the
4 email is returned undeliverable, the Settlement Administrator will send via mail the
5 Postcard Notice, attached hereto as Exhibit C ("Postcard Notice") within 14 days of
6 receipt of undeliverable email notification.
- 7 c. Any members of the Settlement Class who elect to exclude themselves or "opt out"
8 of the Settlement Agreement must file a written request with the Settlement
9 Administrator, received or postmarked no later than the Objection/Exclusion
10 Deadline. The request for exclusion must comply with the exclusion procedures set
11 forth in the Settlement Agreement and Notice and include the Settlement Class
12 Member's name and address, a signature, the name and number of the case, and a
13 statement that he or she wishes to be excluded from the Settlement Class for the
14 purposes of this Settlement. Each request for exclusion must be submitted
15 individually. So called "mass" or "class" opt-outs shall not be allowed.
- 16 d. Individuals who opt out of the Settlement Class relinquish all rights to benefits under
17 the Settlement Agreement and will not release their claims. However, members of
18 the Settlement Class who fail to submit a valid and timely request for exclusion shall
19 be bound by all terms of the Settlement Agreement and the Final Judgment,
20 regardless of whether they have requested exclusion from the Settlement Agreement
21 or received any benefit or award from the settlement.
- 22 e. Individuals who wish to object to approval of the Settlement Agreement must comply
23 with the exclusion procedures set forth in the Settlement Agreement and Notice. To
24 be valid, objections must be filed with the Court and sent to the following: Class
25 Counsel at Robert Abiri of Abiri Law, PC, 30021 Tomas Street, Suite 300, Rancho
26 Santa Margarita, CA 92688; and Defendant Educative's counsel Dylan Liddiard of
27 Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, CA 94304.
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- 1 In addition, any objections made by a Class member represented by counsel must be
2 filed through the Court's electronic filing system.
- 3 f. At least twenty-one (21) calendar days before the Final Approval Hearing, any
4 person who falls within the definition of the Settlement Class and who does not
5 request exclusion from the Settlement Class may enter an appearance in the Action,
6 at their own expense, individually or through counsel of their own choice. Any
7 Settlement Class Member who does not enter an appearance will be represented by
8 Class Counsel.
- 9 g. All Class Members who do not opt-out will receive individual settlement payments
10 via e-payment or check.
- 11 h. At least 15 days-prior to the Final Approval Hearing, the Settlement Administrator
12 is to provide Defense Counsel and Class Counsel with a Declaration of Due
13 Diligence, attaching the date-stamped originals of all Requests for Exclusion,
14 Notices of Objection, and recessions and/or withdrawals of Request for Exclusion
15 and Notices of Objection. The Parties' Counsel shall file this declaration with the
16 Court.
- 17 4. Defendants' consent to the Settlement Agreement, and the settlement provided for
18 therein, may not be used or construed as an admission of liability or wrongdoing by Defendants, nor
19 is this Preliminary Approval Order a finding of validity of any claims in the Action or of any
20 wrongdoing by Defendants. Neither this Preliminary Approval Order, the Settlement Agreement,
21 nor any document referred to herein, nor any action taken to carry out the Settlement Agreement,
22 may be construed as, or may be used as, an admission by or against Defendants of any fault,
23 wrongdoing or liability whatsoever. Entering into or carrying out the Settlement Agreement, and
24 any negotiations or proceedings related thereto, shall not, in any way, be construed as, or deemed to
25 be evidence of, an admission or concession by Defendants, and shall not be offered or received in
26 evidence in any action or proceeding against any party hereto in any court, administrative agency,
27 or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement
28 Agreement or any related agreement or release or any judgment entered pursuant thereto; except

1 that the Settlement Agreement may be pled and used in this Action or in any-subsequent action
2 against Defendants to support a stay of such subsequent action, or to establish a defense of res
3 judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other
4 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

5 5. For the purposes of the Settlement Agreement and the proceedings herein, the Court
6 orders that:

- 7 a. a settlement class, defined in the Settlement Agreement as all Persons who, from
8 November 16, 2019, to and through November 14, 2023, enrolled in an automatically
9 renewing Educative Subscription using a California billing address and who, during
10 that time period, were charged and paid one or more automatic renewal fee(s) in
11 connection with such subscription, is hereby certified;
12 b. that the Named Plaintiff is the representative plaintiff for the Settlement Class;
13 c. and that Robert Abiri of Abiri Law, PC and Vineet Dubey of Custodio & Dubey,
14 LLP are appointed as Class Counsel for the Settlement Class.

15 6. The certification of the Settlement Class shall be binding only with respect to the
16 settlement, the Settlement Agreement, and this Preliminary Approval Order. In the event that Final
17 Approval of the Settlement Agreement does not occur, then the Settlement Agreement shall be null
18 and void, and shall be deemed terminated, unless otherwise agreed to in writing by counsel for the
19 Settling Parties.

20
21 **THE COURT FURTHER:**

22 7. Approves, as to form, content, and distribution, the Notice Plan set forth in the
23 Settlement Agreement, and all forms of Notice to the Settlement Class as set forth in the Settlement
24 Agreement and Exhibits B, C, and D, attached thereto, and finds that such Notice is reasonable and
25 the best notice practicable under the circumstances. The Court also finds that the Notice constitutes
26 valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due
27 Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances,
28 reasonably apprise members of the Settlement Class of the pendency of this action, the terms of the

1 Settlement Agreement, and the right to object to the settlement and to exclude themselves from the
2 Settlement Class. In addition, the Court finds that no notice other than that specifically identified in
3 the Settlement Agreement is necessary in this Action. The Parties, by agreement, may revise the
4 Notice in ways that are not material, or in ways that are appropriate to update those documents for
5 purposes of accuracy or formatting.

6 8. The Court approves the request for the appointment of Atticus Administration, LLC
7 as Settlement Administrator of the Settlement Agreement.

8 9. Pending final determination of whether the settlement contained in the Settlement
9 Agreement should be approved, neither Plaintiff, nor any Settlement Class Member, shall, directly,
10 representatively, or in any other capacity, commence or prosecute this Action, or any other
11 proceeding, in any court, tribunal or administrative forum, asserting any of the Released Claims
12 against any of the Released Parties, and stays all discovery and other pre-trial proceedings in this
13 action, except as may be necessary to implement the Settlement Agreement.

14 10. A hearing (the "Final Approval Hearing") shall be held to determine whether the
15 proposed settlement of this action is fair, reasonable, and adequate, and should be approved. The
16 Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the
17 Court without further notice to the Settlement Class. At or after the Final Approval Hearing, the
18 Court may enter a Final Approval Order in accordance with the Stipulation of Settlement that will
19 adjudicate the rights of all Settlement Class Members, including the named Plaintiff.

20 11. Pursuant to paragraph 4.1 of the Settlement Agreement, the Settlement Administrator
21 is directed to publish the Notice on the Settlement Website and to send direct notice by email and
22 U.S. Mail in accordance with the Notice Plan called for by the Settlement Agreement. The
23 Settlement Administrator shall also maintain the Settlement Website to provide full information
24 about the Settlement. The Settlement Website shall prominently display all Settlement deadlines for
25 Settlement Class Members as well as notify the Settlement Class to object to the Settlement
26 Agreement, request exclusion from the Class and appear at the Settlement Hearing.

27 12. The Final Approval Hearing shall be held before this Court on 10/5/25,
28 at 3:00 p.m. in Courtroom K, to determine: (a) whether the proposed settlement of the

1 Action on the terms and conditions provided for in the Settlement Agreement (including as it may
2 be modified prior to the Final Hearing date) is fair, reasonable, and adequate and should be given
3 final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be
4 entered; (c) whether to approve the Fee Award to Class Counsel; and (d) whether to approve the
5 payment of an incentive award to the Class Representative. The Court may adjourn the Final
6 Approval Hearing without further notice to members of the Settlement Class. The new date of
7 Hearing, if any, shall be published on the Court's docket and on the Settlement Website.

8 13. The Parties and their counsel shall meet and confer and work together in good faith
9 to effectuate the terms of the Settlement Agreement and this Order. The Court may, upon proper
10 notice and motion, resolve any disputes between the parties concerning the Settlement Agreement
11 and this Order.

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13 IT IS SO ORDERED, this 3 day of November, 2025.

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16 Hon. Don R. Franchi
17 Judge of the Superior Court
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