

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SAN MATEO
Gelasio v. Educative, Inc., Case No. 25-CIV-02720

**IF YOU WERE A CALIFORNIA RESIDENT WHO ENROLLED IN AND WAS
AUTOMATICALLY BILLED FOR AN EDUCATIVE SUBSCRIPTION AT ANY
TIME BETWEEN NOVEMBER 16, 2019, AND NOVEMBER 14, 2023, YOU MAY
BENEFIT FROM A PROPOSED CLASS ACTION SETTLEMENT**

A State court authorized this Notice. This is not a solicitation from a lawyer.

- A Proposed Settlement has been reached in a class action lawsuit against Defendant Educative, Inc. (“Defendant” or “Educative”). The class action lawsuit alleges that Educative automatically renewed its customers’ annual and monthly digital subscription offerings (the “Educative Subscriptions”) and charged customers’ payment methods without providing the disclosures and authorizations required by California law. Educative denies these claims. The Court has not ruled in favor of Plaintiff or Educative. Instead, the Parties agreed to a Proposed Settlement to avoid the expense and risks of continuing the lawsuit.
- The Class is defined as all Persons who, from November 16, 2019, to and through November 14, 2023, enrolled in an automatically renewing Educative Subscription using a California billing address and who, during that time period, were charged and paid one or more automatic renewal fee(s) in connection with such subscription and did not receive a full refund for their subscription.
- Those included in the Settlement will be entitled to receive a *pro rata* (meaning proportional) cash payment from the Settlement Fund, which Class Counsel estimates to be \$23.86 for annual and quarterly subscribers and \$11.93 for monthly subscribers.
- Class Members wishing to receive cash do not need to take any affirmative action. You will be bound by the terms of the Settlement Agreement.
- Read this Notice carefully. Your legal rights are affected whether you act or don’t act.

QUESTIONS? CALL 1-800-588-9169 TOLL FREE, OR VISIT
[www. EducativeRenewalSettlement.com](http://www.EducativeRenewalSettlement.com)

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a cash payment and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF FROM THE CLASS BY February 13, 2026	You will receive no benefits, but you will retain any rights you currently have to sue Educative about the alleged claims in this case. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against Educative regarding the allegations in this case ever again.
OBJECT BY February 13, 2026	Write to the Court explaining why you don't like the Settlement and think it shouldn't be approved. Filing an objection does not exclude you from the Settlement.

These rights and options-**and the deadlines to exercise them**-are explained in this Notice.

The Court in charge of this action has preliminarily approved the Settlement as fair, reasonable, and adequate, and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about a Proposed Settlement of this class action lawsuit and about your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Don R. Franchi, of the Superior Court of the State of California County of San Mateo, is overseeing this case. The case is called *Gelasio v. Educative, Inc.*, Case No. 25-CIV-02720. The person who sued is called the Plaintiff. The Defendant is Educative, Inc. This Notice will also call the defendant “Educative” for short.

2. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Kenneth Gelasio) sue on behalf of a group or a “Class” of people who have similar claims. In a class action,

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the court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

3. What is the lawsuit about?

This Lawsuit claims that Educative violated California law by automatically renewing its customers' subscriptions and charging customers' payment methods without first providing certain disclosures and obtaining the requisite authorizations. Educative denies the claims in the lawsuit and contends that it did nothing wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this Action. Nor has the Court determined that Educative did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. Rather, the Parties have, without admitting liability, agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or Educative should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after a trial.

The issuance of this Notice is not an expression of the Court's opinion on the merit or the lack of merit of the Representative Plaintiff's claims or the defenses in the lawsuit. Both Parties recognize that to resolve the issues raised in the lawsuit would be time-consuming, uncertain, and expensive.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description is a member of the Settlement Class:

All Persons who, from November 16, 2019, to and through November 14, 2023, enrolled in an automatically renewing Educative Subscription using a California billing address and who, during that time period, were charged and paid one or more automatic renewal fee(s) in connection with such subscription and did not receive a full refund for their subscription.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: A Settlement Fund has been created with a value of approximately \$625,000, in cash. The Settlement Fund Class Member payments, as well as the cost to administer

the Settlement, the cost to inform people about the Settlement, attorneys' fees, and an award to the Class Representative, will come out of this fund (see Question 12).

A detailed description of the Settlement benefits can be found in the Settlement Agreement which can be found in the 'Documents' section of the website.

7. How can I get a payment from the Settlement?

Once the Settlement becomes Final, each Class Member is eligible to receive a pro rata cash payment from the Settlement Fund, which Class Counsel estimates to be \$23.86 for Annual Class Members and \$11.93 for Monthly Class Members. If you do not opt-out, you will receive a cash payment.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for October 5, 2026. If the Court approves the Settlement, eligible Class Members will receive their payment after the Settlement has been finally approved and/or after any appeals process is complete. Class Members will receive their payment in the form of a check or e-payment, and all checks will expire and become void 180 days after they are issued.

9. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Educative and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against Educative are described in the Settlement Agreement. You will be "releasing" Educative and certain of its affiliates, employees, and representatives as described in Section 3.2 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are "releasing" the claims. The Settlement Agreement is available through the "Documents" section of the website.

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free, or you can talk to your own lawyer if you have questions about what this means.

10. What happens if I do nothing at all?

You will receive a cash payment and will be bound by the terms of the Settlement Agreement.

11. Do I have a lawyer in the case?

The Court has appointed Abiri Law, PC and Custodio and Dubey, LLP to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

Any Class Counsel attorneys' fees and costs awarded by the Court will be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than \$208,333.00 in attorneys' fees and an amount to be determined as costs and expenses; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, the Class Representative may be paid up to \$2,500 from the Settlement Fund.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a written request for exclusion stating that you want to be excluded from the *Gelasio v. Educative, Inc.*, Case No. 25-CIV-02720 Settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request postmarked no later than **February 13, 2026**, to:

Gelasio v. Educative, Inc. Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

14. If I don't exclude myself, can I sue Educative for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Educative for the claims being resolved by this Settlement.

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive any settlement benefits.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member and do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Gelasio v. Educative, Inc.*, Case 25-CIV-02720 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also

include your name, your address, the basis upon which you claim to be a Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissing the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Educative's Counsel listed below. Class Counsel will file with the Court and post on the website its request for attorneys' fees 16 Court days before the Final Approval Hearing.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief and file the objection with the Court and mail a copy to these two different places postmarked no later than **February 13, 2026. IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.**

Court	Plaintiff's Counsel	Educative's Counsel
Superior Court of California County of San Mateo Northern Court 1050 Mission Road South San Francisco, CA 94080	Robert Abiri Abiri Law, PC 30021 Tomas Street, Suite 300 Rancho Santa Margarita, CA 92688 Vineet Dubey Custodio & Dubey, LLP 445 S. Figueroa Street Suite 2520 Los Angeles, CA 90071	Dylan Liddiard Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road Palo Alto, California 94304

17. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing **at 3:00 p.m. on October 5, 2026**, in Courtroom K at the San Mateo Courthouse, Northern Branch, 1050 Mission Road, South San Francisco 94080. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any timely filed objections and arguments concerning the fairness of the Settlement.

The hearing may be advanced or postponed to a different date or time without notice, so it is a good idea to check www.EducativeRenewalSettlement.com or call toll free 1-800-588-9169. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

20. May I speak at the hearing?

Yes. So long as you timely filed an objection to the Settlement, you may ask the Court for permission to speak at the Final Approval Hearing, but do not have to. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that it is your "Notice of Intent to Appear in *Gelasio v. Educative, Inc.*, Case No. 25-CIV-02720." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your Notice of Intent to Appear must be filed with the Court and postmarked no later than **September 14, 2026**, and be sent to the addresses listed in Question 16.

21. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.EducativeRenewalSettlement.com. You may also write with questions to *Gelasio v. Educative, Inc.* c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164. You can call the Settlement Administrator at 1-800-588-9169 if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website. Please do not telephone the Court to inquire about the Settlement or the payment process.

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