

## AMENDMENT TO AMENDED SETTLEMENT AGREEMENT

This Amendment to Amended Settlement Agreement (“Amendment”) is entered into by and among Eric Botcher and Samuel Galizia (the “Settlement Class Representatives”), individually and as representatives of the Settlement Class (defined below), on the one hand; and Make School PBC f/k/a Make School Inc. (“Make School PBC”); Make School ABC, LLC (“Make School ABC”); Make School ISA SPV, LLC (“Make School SPV”); and Vemo Education, Inc. (“Vemo”) (together, “Defendants”), on the other. The Settlement Class Representatives and Defendants are referred to collectively herein as the “Parties.” Capitalized terms used in this Amendment but not defined above shall have the meaning ascribed to them in the Amended Agreement (as defined below).

**WHEREAS**, on or about April 28, 2023, the Parties executed a Settlement Agreement (the “Agreement”) to resolve the action entitled *Aguocha, et al. v. Make School PBC, et al.*, Case No. CGC-21-592710 (the “Action”), subject to court approval;

**WHEREAS**, on or about April 28, 2023, Plaintiffs filed a motion for Preliminary Approval of Class Action Settlement;

**WHEREAS**, the Court expressed certain concerns about the Agreement in a tentative ruling sent to the Parties before the hearing on preliminary approval, resulting in the Parties electing to enter into an Amended Settlement Agreement (the “Amended Agreement”) on or about July 28, 2023 to address the Court’s concerns;

**WHEREAS**, after the Parties submitted the Amended Agreement and additional materials to the Court, the Court issued an Order Re Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement expressing concerns about the Amended Agreement on August 15, 2023;

**WHEREAS**, the Court heard oral argument concerning the preliminary approval motion on August 15, 2023. At this hearing, the Court indicated that it would grant preliminary approval if certain specified changes were made to the Amended Agreement, and if the Parties confirmed certain matters to the Court in a supplemental filing;

**NOW THEREFORE**, in response to the issues raised by the Court on August 15, 2023, the Parties agree as follows:

1. Section VI.A. of the Amended Agreement is amended and replaced in its entirety with the following:

A. Except as to the rights and obligations provided for under the terms of this Agreement, the Settlement Class Representatives and the Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest and assigns, shall be deemed to have, and by operation of the Judgment shall have, as of the Effective Date, fully released and forever discharged Defendants and each and all of their present, former and future direct and indirect parent companies, affiliates, subsidiaries, lenders, investors, agents, successors, or predecessors-in-interest, or any financial institutions, corporations, trusts, or other entities that may hold or have held any interest (including, without limitation, any security interest) in any account or any receivables relating to any account, or any receivables or group of receivables, or any interest in the operation or ownership of Defendants, and all of the aforementioned's respective officers, directors, employees, attorneys, representatives, shareholders, members, agents, vendors

and assigns, from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, whether arising under local, state or federal law (including, without limitation, under any state consumer-protection laws or laws prohibiting unfair or deceptive acts or practices), whether by constitution, statute, contract, common law or equity, whether actual or contingent, liquidated or unliquidated, that were alleged in the Third Amended Complaint or that were raised or could have been raised based upon the facts set forth in the Third Amended Complaint. For the avoidance of doubt, this release does not release the Released Parties from any claims arising from acts, omissions, or events occurring after the Effective Date or that do not arise from the facts alleged in the Third Amended Complaint.

2. Section VI.B. of the Amended Agreement is amended and replaced in its entirety with the following:

B. To the extent that the foregoing release is determined to be a general release (and Defendants deny that it is a general release), the Settlement Class Representatives waive any right to challenge the foregoing release based on Section 1542 of the California Civil Code, or any other applicable law relating to limitations on releases. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3. Exhibit A of the Amended Agreement is replaced in its entirety by Attachment No. 1 to this Amendment.

4. Exhibit E of the Amended Agreement is replaced in its entirety by Attachment No. 2 to this Amendment.

5. Execution. The Parties and their counsel may execute this Amendment in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all parties had signed the same instrument.

6. Governing Law. This Amendment is governed by the laws of the State of California without reference to choice of law principles.

7. No Construction Against Drafter. This Amendment is deemed to have been drafted by all parties, and any rule that a document shall be interpreted against the drafter will not apply to this Amendment.

8. Entire Agreement. This Amendment and the Amended Agreement, taken together, contain the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement. Any further amendment or modification of the Amended Agreement may be done only by a written instrument signed by all parties or their successors in interest or their duly authorized representatives.

9. Amended Agreement Binding. Except as modified by this Amendment, all other terms and conditions in the Amended Agreement shall remain in full force and effect and this Amendment shall be governed by all provisions thereof.

DATED: September 5, 2023

BY: Eric Botcher  
Eric Botcher (Sep 5, 2023 10:42 PDT)  
Eric Botcher  
Settlement Class Representative

DATED: September 5, 2023

BY: \_\_\_\_\_  
Samuel Galizia  
Settlement Class Representative

DATED: September \_\_, 2023

MAKE SCHOOL PBC F/K/A MAKE SCHOOL  
INC. and MAKE SCHOOL ABC, LLC,  
BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: September \_\_, 2023

VEMO EDUCATION, INC.  
BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: September \_\_, 2023

MAKE SCHOOL ISA SPV, LLC  
BY: \_\_\_\_\_

ITS: \_\_\_\_\_

# Amendment to Amended Settlement Agreement - For Execution

Final Audit Report

2023-09-05

Created:	2023-09-05
By:	Melody Sequoia (melody@sequoialawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG2vyTKP3pMitRWefirwG2N7NWqOOHG5g


## "Amendment to Amended Settlement Agreement - For Execution" History

-  Document created by Melody Sequoia (melody@sequoialawfirm.com)  
2023-09-05 - 4:04:45 PM GMT- IP address: 98.51.41.30
-  Document emailed to ericbotcher@gmail.com for signature  
2023-09-05 - 4:05:18 PM GMT
-  Email viewed by ericbotcher@gmail.com  
2023-09-05 - 4:52:33 PM GMT- IP address: 172.226.186.17
-  Signer ericbotcher@gmail.com entered name at signing as Eric Botcher  
2023-09-05 - 5:42:52 PM GMT- IP address: 76.20.33.179
-  Document e-signed by Eric Botcher (ericbotcher@gmail.com)  
Signature Date: 2023-09-05 - 5:42:54 PM GMT - Time Source: server- IP address: 76.20.33.179
-  Agreement completed.  
2023-09-05 - 5:42:54 PM GMT

DATED: September 5, 2023

BY: \_\_\_\_\_  
Eric Botcher  
Settlement Class Representative

DATED: September 5, 2023

BY:  \_\_\_\_\_  
Sam Galizia (Sep 5, 2023 09:51 PDT)  
Samuel Galizia  
Settlement Class Representative

DATED: September \_\_\_\_, 2023

MAKE SCHOOL PBC F/K/A MAKE SCHOOL  
INC. and MAKE SCHOOL ABC, LLC,

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: September \_\_\_\_, 2023

VEMO EDUCATION, INC.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: September \_\_\_\_, 2023

MAKE SCHOOL ISA SPV, LLC

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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-  Document created by Melody Sequoia (melody@sequoialawfirm.com)  
2023-09-05 - 4:05:47 PM GMT- IP address: 98.51.41.30
-  Document emailed to olivia.galizia@pm.me for signature  
2023-09-05 - 4:06:18 PM GMT
-  Email viewed by olivia.galizia@pm.me  
2023-09-05 - 4:06:28 PM GMT- IP address: 185.159.157.23
-  Signer olivia.galizia@pm.me entered name at signing as Sam Galizia  
2023-09-05 - 4:51:09 PM GMT- IP address: 172.118.3.214
-  Document e-signed by Sam Galizia (olivia.galizia@pm.me)  
Signature Date: 2023-09-05 - 4:51:11 PM GMT - Time Source: server- IP address: 172.118.3.214- Signature captured from device with phone number XXXXXXXX1438
-  Agreement completed.  
2023-09-05 - 4:51:11 PM GMT



DATED: September \_\_\_, 2023

BY: \_\_\_\_\_  
Eric Botcher  
Settlement Class Representative

DATED: September \_\_\_, 2023

BY: \_\_\_\_\_  
Samuel Galizia  
Settlement Class Representative

DATED: September 5, 2023

MAKE SCHOOL PBC F/K/A MAKE SCHOOL INC. and MAKE SCHOOL ABC, LLC,

BY: Nate McEber

ITS: Authorized Representative

DATED: September 5, 2023

VEMO EDUCATION, INC.

Brian Dabin  
BY: Brian Dabin

ITS: Director

DATED: September 5, 2023

MAKE SCHOOL ISA SPV, LLC

BY: Nate McEber

ITS: Authorized Representative

APPROVED AS TO FORM:

DATED: September 5, 2023

THE SEQUOIA LAW FIRM  
Melody L. Sequoia

BY: Melody Sequoia  
Attorney for Plaintiffs

DATED: September 5, 2023

THE CONSUMER LAW OFFICE OF WILLIAM  
E. KENNEDY  
William E. Kennedy

BY: William E. Kennedy  
Attorney for Plaintiffs