

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This general release and settlement agreement (the “Agreement”) is entered into between (a) ProctorU, Inc., d/b/a Meazure Learning (“Meazure”); and (b) the State Bar of California (the “State Bar”). Each of Meazure or the State Bar may be referred to as a “Party,” and Meazure and the State Bar may be referred to collectively as the “Parties.”

RECITALS

A. WHEREAS, the Parties entered into the following contracts (each a “Contract” and collectively the “Contracts”): (1) the Master Services Agreement made as of November 7, 2024 (the “MSA”); (2) the November 8, 2024 Statement of Work No. 1 (“SOW No. 1”); (3) the November 8, 2024 Statement of Work No. 2 (“SOW No. 2”); (4) the November 27, 2024 Statement of Work No. 3 (“SOW No. 3”) and the February 21, 2025 Amendment Number One to Statement of Work Number 3 (the “Amendment to SOW No. 3”); (5) the January 16, 2025 Statement of Work No. 4 (“SOW No. 4”);

B. WHEREAS, on May 5, 2025, the State Bar filed a lawsuit against Meazure in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV13089 (the “Litigation”); and

C. WHEREAS, without any admission of liability or wrongdoing, the Parties intend to fully and finally resolve the Litigation and the disputes between them.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Recitals. The above recitals are incorporated by reference into the body of this Agreement.

2. Effective Date. This Agreement shall be effective as of the date on which the Agreement is fully executed (the “Effective Date”).

3. Settlement Payment.

a. “Payment Instructions” shall mean: (i) written instructions prepared by the State Bar that state an address, not a P.O. Box, at which the payee for the State Bar may receive checks via overnight delivery, including the individual to whose attention checks should be sent; and (ii) a form W-9 that has been filled out by the State Bar with address and payee information that matches the written instructions. On or before the Effective Date, the State Bar shall provide the Payment Instructions to Meazure.

b. The “Settlement Payment Date” shall be the date that is 45 days after the Effective Date. If the Settlement Payment Date is a day that is not a business day, then the Settlement Payment Date shall be deemed extended to the next business day. On or before the

Settlement Payment Date, Meazure shall cause a payment to be made to the State Bar, pursuant to the Payment Instructions, of five million two hundred fifty thousand dollars (\$5,250,000.00) (the “Settlement Payment”).

4. The Contracts.

a. As of the Effective Date, each Contract is terminated except as provided herein.

b. Notwithstanding anything in any Contract to the contrary: (i) no provision in any Contract survives this termination except the following provisions of the MSA: Article 8 – Confidentiality; Article 9 – Intellectual Property Rights; Article 10 – Data Security Requirements; Article 14 – Notices; and Article 17 – Limitation of Liability; and (ii) other than the MSA provisions listed in Section 4(b)(i), as of the Effective Date, (A) each Contract shall be of no further force or effect and (B) no Party has any rights against the other Party under any Contract, and no Party has any obligations to the other Party under any Contract.

c. Notwithstanding anything to the contrary in Section 10.10 of the MSA:

i. The Parties agree that Meazure will have fully complied with any and all obligations under Section 10.10 of the MSA if Meazure does the following:

A. Within 30 days of the Effective Date, Meazure shall send encrypted storage media to the State Bar (845 South Figueroa Street Los Angeles, CA 90017, attention Ellin Davtyan, General Counsel) with the following data (the “Provided Data”): (I) a compiled export, in flat files or a database format (e.g., .xlsx or .csv), from the Meazure Exam Platform and the ProctorU Platform, of (1) user scheduling and registration data reflecting, on a test-taker by test-taker basis, the test for which the test taker registered and the date and time of the test, (2) exam responses and notes, (3) exam forms, (4) proctor comments and chats with proctors, and (5) technical support tickets, if any exist; and (II) videos of test takers from the ProctorU Platform in WebM format.

B. Within five (5) business days of receipt of the Provided Data, the State Bar will inform Meazure whether all of the Provided Data is accessible by the State Bar. If the State Bar informs Meazure that some or all of the Provided Data is not accessible, Meazure will reasonably cooperate with the State Bar to provide the data in an accessible format.

C. Within 21 days of confirmation by the State Bar that the Provided Data is accessible to the State Bar (the “Deletion Deadline”), Meazure shall provide notice to the State Bar that Meazure has used reasonable efforts to permanently delete the Provided Data from Meazure’s systems or platforms, except to the extent Meazure is otherwise required by applicable law to retain the Provided Data.

ii. Following the end of the Deletion Deadline, Meazure may delete or revoke any and all accounts used by the State Bar to access any of Meazure’s systems or platforms.

5. Dismissal with Prejudice.

a. Within two business days of receipt of the Settlement Payment, the State Bar shall file in the Litigation a request for dismissal with prejudice, with each Party to bear its own attorneys' fees, costs, and expenses. The stipulation of dismissal with prejudice shall be substantially in the form of Judicial Council Form CIV-110 attached hereto as Exhibit 1. Within two business days of the Effective Date, the State Bar will file Judicial Council Form CM-200, Notice of Settlement of Entire Case (conditional on the Settlement Payment), which shall be substantially in the form of Exhibit 2.

b. The State Bar shall take all reasonable steps necessary (including, if necessary, cooperation with Meazure) to ensure that (a) all conditionally sealed material that State Bar lodged in the Litigation shall be returned to the State Bar's counsel; and (b) the conditionally sealed material in the State Bar's first amended complaint in the Litigation remain confidential and non-public.

6. Release by the State Bar.

a. "State Bar Releasor" shall mean each of the following (and the following may be collectively referred to as the "State Bar Releasors"): the State Bar of California as well as any person or entity claiming by, through, or on behalf of the State Bar of California, including its direct or indirect future, current, or former agents, affiliates, assigns, attorneys, directors, employees, insurers, Board of Trustees, members of the Board of Trustees, officers, predecessors, reinsurers, subentities, subsidiaries, and successors.

b. "Meazure Releasee" shall mean each of the following (and the following may be collectively referred to as the "Meazure Releasees"): ProctorU, Inc., d/b/a Meazure Learning as well as its direct or indirect future, current, or former agents, affiliates, assigns, attorneys, beneficiaries, directors, employees, equity holders, insurers, investors, lenders, members, officers, owners, parents, partners, predecessors, reinsurers, subsidiaries, and successors.

c. "State Bar Released Claims" shall mean any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether accrued or un-accrued, known or unknown, whether based on a tort, contract, statute or any other theory of recovery, which any State Bar Releasor ever had, now has, or may in the future have against any Meazure Releasee for, or in connection with, any and all acts, omissions, or circumstances occurring on or before the Effective Date that arise out of, relate to, or are in connection with any of the following: (i) the allegations or claims that were, or could have been, alleged or asserted in the Litigation; (ii) any Contract, including the negotiation of any Contract, any performance under any Contract, or any alleged failure to perform under any Contract; (iii) the February 2025 California bar exam; and (iv) the November 2024 Experiment Exam.

d. On the Effective Date, to the maximum extent permitted by law, each State Bar Releasor shall irrevocably release, waive, and forever discharge each Meazure Releasee from the State Bar Released Claims.

e. The State Bar understands that it may later discover claims or facts that may be different from, or in addition to, those that the State Bar now knows or believes to exist regarding the subject matter of the releases contained herein and which, if known at the time of signing this Agreement, may have materially affected this Agreement and the State Bar's decision to enter into the Agreement and grant the release contained herein. Nevertheless, the State Bar intends to fully, finally, and forever settle and release all State Bar Released Claims that now exist or previously existed, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The State Bar hereby waives any right or claim that might arise as a result of such different or additional claims or facts.

f. The State Bar has been made aware of, and understands, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**" Each State Bar Releasor intentionally waives any and all rights, benefits, and protections of Section 1542.

g. Each State Bar Releasor waives each and every statutory, equitable, and common law prohibition and limitation on the release of unknown claims.

7. Release by Meazure.

a. "Meazure Releasor" shall mean each of the following (and the following may be collectively referred to as the "Meazure Releasors"): ProctorU, Inc., d/b/a Meazure Learning as well as any person or entity claiming by, through, or on behalf of the ProctorU, Inc., d/b/a Meazure Learning, including its direct or indirect future, current, or former agents, affiliates, assigns, attorneys, beneficiaries, directors, employees, equity holders, insurers, investors, lenders, members, officers, owners, parents, partners, predecessors, reinsurers, subsidiaries, and successors.

b. "State Bar Releasee" shall mean each of the following (and the following may be collectively referred to as the "State Bar Releasees"): the State Bar of California as well as its direct or indirect future, current, or former agents, affiliates, assigns, attorneys, directors, employees, insurers, Board of Trustees, members of the Board of Trustees, officers, predecessors, reinsurers, subentities, subsidiaries, and successors.

c. "Meazure Released Claims" shall mean any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether accrued or un-accrued, known or unknown, whether based on a tort, contract, statute or any other theory of recovery, which any Meazure Releasor ever had, now has, or may in the future have against any State Bar Releasee for, or in connection with, any and all acts, omissions, or circumstances occurring on or before the Effective Date that arise out of, relate to, or are in connection with any of the following: (i) the allegations or claims that were, or could

have been, alleged or asserted in the Litigation; (ii) any Contract, including the negotiation of any Contract, any performance under any Contract, or any alleged failure to perform under any Contract; (iii) the February 2025 California Bar Exam; (iv) the November 2024 Experiment Exam; and (v) any and all claims relating to invoices that Meazure issued to the State Bar or sums Meazure claims it is owed by the State Bar that have not been paid.

d. On the Effective Date, to the maximum extent permitted by law, each Meazure Releasor shall irrevocably release, waive, and forever discharge each State Bar Releasee from the Meazure Released Claims.

e. Meazure understands that it may later discover claims or facts that may be different from, or in addition to, those that Meazure now knows or believes to exist regarding the subject matter of the releases contained herein and which, if known at the time of signing this Agreement, may have materially affected this Agreement and the Meazure's decision to enter into the Agreement and grant the release contained herein. Nevertheless, Meazure intends to fully, finally, and forever settle and release all Meazure Released Claims that now exist or previously existed, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. Meazure hereby waives any right or claim that might arise as a result of such different or additional claims or facts.

f. Meazure has been made aware of, and understands, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**" Each Meazure Releasor intentionally waives any and all rights, benefits, and protections of Section 1542.

g. Each Meazure Releasor waives each and every statutory, equitable, and common law prohibition and limitation on the release of unknown claims.

8. Enforcement of Agreement. Nothing contained herein shall constitute a waiver or release by either Party of the right to enforce this Agreement or any of the Agreement's terms or conditions. This Agreement is intended by the Parties to be binding and enforceable by each Party, pursuant to Code of Civil Procedure section 664.6, and is effective upon signature by all parties and reflects the final agreement regarding the material terms between the Parties to this dispute, and each of them, pursuant to Evidence Code section 1123. This Agreement is admissible and subject to disclosure for the purpose of establishing in court that an agreement has been reached by the Parties and for purposes of enforcing and interpreting the Agreement. The Parties agree that while the Litigation is pending, the Superior Court of the State of California, County of Los Angeles (the "Court") retains exclusive jurisdiction to enforce the terms and conditions of the Agreement pursuant to Code of Civil Procedure section 664.6, upon noticed motion of any Party, and each Party irrevocably consents to the Court's exclusive jurisdiction. In the event of a dispute arising out of the effect or enforcement of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs actually incurred in relation to resolving the dispute.

Determination of whether the fees and costs were reasonable and incurred, as well as the appropriate apportionment of any such fees and costs, shall be left to the sole discretion of the Court, or any arbitrator appointed upon the agreement of the Parties. Nothing in this Agreement shall be deemed a waiver of the State Bar's sovereign immunity.

9. Representations and Warranties.

a. No Outstanding or Known Future Claims or Causes of Action.

i. Other than the claims released in Section 6, the State Bar represents and warrants that it currently knows of no claim, or any act or omission by any Meazure Releasee that could give rise to a claim, by any State Bar Releasor (or its direct or indirect future, current, or former agents, affiliates, assigns, attorneys, beneficiaries, directors, employees, equity holders, insurers, investors, lenders, members, officers, owners, parents, partners, predecessors, reinsurers, subsidiaries, and successors) against any Meazure Releasee.

ii. Other than the claims released in Section 7, Meazure represents and warrants that it currently knows of no claim, or any act or omission by any State Bar Releasee that could give rise to a claim, by any Meazure Releasor (its direct or indirect future, current, or former agents, affiliates, assigns, attorneys, beneficiaries, directors, employees, equity holders, insurers, investors, lenders, members, officers, owners, parents, partners, predecessors, reinsurers, subsidiaries, and successors) against any State Bar Releasee.

b. Authority to Settle. Each Party represents and warrants that (i) it has full authority to enter into, deliver, and grant the releases contained herein and perform under this Agreement; and (ii) all acts and actions have been taken to grant such authority and no third-party consent, which has not already been obtained, is required.

c. Authority to Execute Agreement. Each signatory to this Agreement represents and warrants that they are authorized to execute this Agreement on behalf of the Party for which they execute this Agreement.

d. No Assignment or Transfer of Released Claims.

i. The State Bar represents and warrants that (A) it has not sold or assigned or otherwise transferred or encumbered any State Bar Released Claim or any portion thereof; (B) it will not sell or assign or otherwise transfer or encumber any State Bar Released Claim; and (C) it is not aware of any assignment, transfer, or encumbering of any State Bar Released Claim.

ii. Meazure represents and warrants that (A) it has not sold or assigned or otherwise transferred or encumbered any Meazure Released Claim or any portion thereof; (B) it will not sell or assign or otherwise transfer or encumber any Meazure Released Claim; and (C) it is not aware of any assignment, transfer, or encumbering of any Meazure Released Claim.

10. Public Statements.

a. Each Party agrees that it and its respective officers and directors will not make any defamatory statement or representation, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other Party or any person or entity affiliated with the other Party.

b. Each Party has disclosed to the other Party a public statement regarding the Agreement and settlement (each a “Disclosed Public Statement”). Notwithstanding anything to the contrary in this Section 10, each Party shall be permitted to make public statements regarding the Agreement and settlement that are substantially in the form of its Disclosed Public Statement. The State Bar intends to make a public statement regarding the Agreement and settlement and agrees that its public statement will be substantially in the form of its Disclosed Public Statement. Each Party represents and warrants that if it receives a media request for comment upon the Agreement or settlement, if it provides a comment regarding the other Party, it intends to provide a comment that is substantially in the form of its Disclosed Public Statement.

c. For the avoidance of doubt: (i) no Party is intending to or is endorsing or agreeing with any public statement, including the Disclosed Public Statement, of the other Party; (ii) no Party shall be deemed to be endorsing or agreeing with any public statement, including the Disclosed Public Statement, of the other Party; (iii) nothing in this Agreement is an admission of any liability or wrongdoing by any Party, and each Party expressly denies any liability or wrongdoing; and (iv) nothing in this Section 10 restricts a Party or its respective officers or directors from disclosing information as reasonably necessary to comply with applicable law, regulation, or legal process.

11. Confidentiality.

a. “Confidential Information” shall mean only the negotiations relating to this Agreement. For the avoidance of doubt, the Agreement and the economic terms of the Agreement are not Confidential Information.

b. Each Party agrees to keep the Confidential Information confidential and non-public.

c. Notwithstanding Section 11(b): Each Party may disclose Confidential Information pursuant to a court order or as otherwise required by law, legal process, or regulation, including the California Public Records Act. Before disclosing Confidential Information pursuant to Section 11(c), the Party must, to the extent permitted by law, notify the other Party within a reasonably practicable time before such disclosure.

d. Notwithstanding Section 11(b): Each Party may disclose Confidential Information as necessary to assist the Party with respect to the implementation of, compliance with, accounting for, or receiving professional advice with respect to, this Agreement, including to the Party’s attorneys, accountants, insurers, lenders, potential acquirors, or other professional advisors as well as attorneys, accountants, insurers, or other professional advisors of a Party’s owner or investor. Before disclosing Confidential Information pursuant to Section 11(d), the Party

must take reasonable steps to ensure that the recipient will keep the Confidential Information confidential and non-public.

12. Covenants Not to Sue.

a. The State Bar: (i) shall not institute or assert (or cause or encourage any other person or entity to institute or assert) any claim, demand, action, cause of action, request, arbitration, or investigation against any of the Measure Releasees for any State Bar Released Claim; and (ii) except as required by applicable law, rule, regulation, court order, subpoena, or other valid legal process, including an audit conducted by the California State Auditor, shall not assist, encourage, or aid in the investigation or prosecution of any claim against any Measure Releasee that arises out of, relates to, or is in connection with (A) the allegations or claims that were, or could have been, alleged or asserted in the Litigation; (B) any Contract, including the negotiation of any Contract, any performance under any Contract, or any alleged failure to perform under any Contract; (C) the February 2025 California bar exam; and (D) the November 2024 Experiment Exam.

b. Measure: (i) shall not institute or assert (or cause or encourage any other person or entity to institute or assert) any claim, demand, action, cause of action, request, arbitration, or investigation against any of the State Bar Releasees for any Measure Released Claim; and (ii) except as required by applicable law, rule, regulation, court order, subpoena, or other valid legal process, shall not assist, encourage, or aid in the investigation or prosecution of any claim against any State Bar Releasee that arises out of, relates to, or is in connection with (A) the allegations or claims that were, or could have been, alleged or asserted in the Litigation; (B) any Contract, including the negotiation of any Contract, any performance under any Contract, or any alleged failure to perform under any Contract; (C) the February 2025 California bar exam; and (D) the November 2024 Experiment Exam.

13. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, each Party and their respective successors and permitted assigns.

14. Execution of the Agreement. This Agreement may be executed in two or more counterparts, either by Docusign or Adobe Sign (or a similar program), a .pdf document, or the original, and each such duly executed counterpart shall be of the same validity, force and effect as the original. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such.

15. Choice of Law. This Agreement, and any disputes related thereto, shall be governed by the laws of the State of California, without regard to choice-of-law principles.

16. Headings. The Parties agree that the headings in this Agreement are inserted for convenience of reference only, and are not part of, and shall not affect the interpretation of this Agreement.

17. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect by a court, administrative body, or tribunal of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement

unless the provisions are materially and mutually dependent. The Parties agree that Section 3(b) is materially and mutually dependent on Sections 4, 5, 6, and 7.

18. Integration; Anti-Reliance. This writing constitutes and contains the entire, final, complete, and exclusive agreement between the Parties concerning the subject matters addressed herein, which supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This Agreement may not be changed, modified, amended, or waived, in whole or in part, except by a writing expressly referring to this Agreement signed by a duly authorized representative of each Party. Except for those contained in this Agreement, each Party hereby disclaims reliance on any and all terms, provisions, representations, warranties, covenants, conditions, agreements, promises, or statements of any nature or kind, express or implied, including the accuracy or completeness of such terms, provisions, representations, warranties, covenants, conditions, and agreements.

19. Construction. Each Party has been represented and obtained advice from the legal counsel of its choice with respect to this Agreement and the matters referenced in this Agreement. In entering into this Agreement, the signatories represent that they have completely read, and fully understand, the terms of this Agreement, and have voluntarily accepted such terms. The terms of this Agreement shall not be interpreted or construed in favor of or against either Party on the ground that one Party was the purported draftsman hereof or that one Party was purportedly in an unfair or unequal bargaining position. The word “including” shall be deemed to mean “including but not limited to”.

20. Fees and Costs. The State Bar shall not be responsible for any attorneys’ fees, costs, or other expenses of Meazure that arise out of or relate to this Agreement, the Litigation, or any other matter, except as provided in Section 8. Meazure shall not be responsible for any attorneys’ fees, costs, or other expenses of the State Bar that arise out of or relate to this Agreement, the Litigation, or any other matter, except as provided in Section 8.

21. Notices.

a. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement must be in writing and will be deemed to have been given when (i) delivered personally to the recipient, (ii) when sent to the recipient by email at the address listed in Section 21(b) (if the sender does not receive a failed delivery receipt), (iii) one business day after the date when sent to the recipient at the address listed in Section 21(b) by reputable overnight express courier services (charges prepaid), or (iv) three business days after the date when mailed to the recipient by certified or registered mail (return receipt requested and postage prepaid) at the address listed in Section 21(b). A Party may change the notice address by giving notice to the other Party in accordance with this Section.

b. Such notices, demands, and other communications shall be sent to the following:

If to Meazure:

Don Neff
ProctorU, Inc. d/b/a Meazure Learning
8609 Westwood Center Drive, Suite 110
Vienna, Virginia 22182
dneff@meazurelearning.com

with a copy to:

Christopher Esbrook
Laura Newcomer Cohen
Esbrook P.C.
321 N. Clark St., Suite 1930
Chicago, IL 60654
christopher.esbrook@esbrook.com
laura.cohen@esbrook.com

If to State Bar:

Ellin Davtyan
General Counsel
The State Bar of California
845 South Figueroa Street
Los Angeles, CA 90017
Ellin.Davtyan@calbar.ca.gov

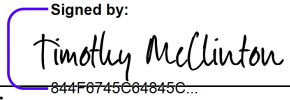
with a copy to:

Moez Kaba
Andrew Walsh
Hueston Hennigan LLP
523 W. 6th Street, Suite 400
Los Angeles, CA 90014
mkaba@hueston.com
awalsh@hueston.com

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IN WITNESS WHEREOF, each Party has executed this Agreement on the date set forth below.

ProctorU, Inc., d/b/a Meazure Learning

By:  Signed by: 7/13/2026
Signature Date

Timothy McClinton, Chief Executive Officer
Printed Name, Title

The State Bar of California

By:  Signed by: 7/13/2026
Signature Date

Laura Enderton-Speed, Executive Director
Printed Name, Title

EXHIBIT 1
Judicial Council Form CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Moez M. Kaba FIRM NAME: Hueston Hennigan LLP STREET ADDRESS: 523 W. 6th Street, Suite 400 CITY: Los Angeles TELEPHONE NO.: (213) 788-4340 EMAIL ADDRESS: mkaba@hueston.com ATTORNEY FOR (name): Plaintiff The State Bar of California STATE BAR NUMBER: 257456 STATE: CA ZIP CODE: 90014 FAX NO.: (888) 866-4825	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	
PLAINTIFF/PETITIONER: Plaintiff The State Bar of California DEFENDANT/RESPONDENT: ProctorU, Inc. d/b/a Measure Learning	
REQUEST FOR DISMISSAL	CASE NUMBER: 25STCV13089
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.	
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)	

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) ☒ With prejudice (2) ☐ Without prejudice (3) ☐ Without prejudice and with the court retaining jurisdiction (Code Civ. Proc., § 664.6)
- b. (1) ☐ Complaint (2) ☐ Petition
- (3) ☐ Cross-complaint filed on (date): by (name):
- (4) ☐ Cross-complaint filed on (date): by (name):
- (5) ☒ Entire action of all parties and all causes of action
- (6) ☐ Other (specify)*:

2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed.)

Date:

Moez M. Kaba

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed

(SIGNATURE)

Attorney or party without attorney for

☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.†

Date:

Moez M. Kaba

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

† If item 1a(3) is checked, all parties must sign.

If a cross-complaint—or Response—Marriage/Domestic Partnership (form FL-120) seeking affirmative relief—is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

(SIGNATURE)

Attorney or party without attorney for

☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

☐ Check here and use form MC-025 or a separate page for additional signatures. Include date, printed name, and party information.

4. ☐ Dismissal entered as requested on (date):
5. ☐ Dismissal entered on (date): as to only (name):
6. ☐ Dismissal **not entered** as requested for the following reasons (specify):

7. a. ☐ Attorney or party without attorney notified on (date):
- b. ☐ Attorney or party without attorney not notified. Filing party failed to provide ☐ a copy to be conformed ☐ means to return conformed copy

Date: Clerk, by _____, Deputy

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PLAINTIFF/PETITIONER: Plaintiff The State Bar of California
DEFENDANT/RESPONDENT: ProctorU, Inc. d/b/a Meazure Learning

CASE NUMBER:
25STCV13089

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action.
 - c. ☐ recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. All court fees and court costs that were waived in this action have been paid to the court *(check one)*: ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)



(SIGNATURE)

EXHIBIT 2

Judicial Council Form CM-200, Notice of Settlement of Entire Case

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Moez M. Kaba, SBN 257456 Hueston Hennigan LLP 523 W. 6th Street, Suite 400 Los Angeles, CA 90014 TELEPHONE NO.: (213) 788-4340 FAX NO. (Optional): (888) 866-4825 E-MAIL ADDRESS (Optional): mkaba@hueston.com ATTORNEY FOR (Name): Plaintiff The State Bar of California	FOR COURT USE ONLY CASE NUMBER: 25STCV13089 JUDGE: Hon. Jeffrey McFarland DEPT.: 617
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	
PLAINTIFF/PETITIONER: Plaintiff The State Bar of California DEFENDANT/RESPONDENT: ProctorU, Inc. d/b/a Measure Learning	
NOTICE OF SETTLEMENT OF ENTIRE CASE	

NOTICE TO PLAINTIFF OR OTHER PARTY SEEKING RELIEF

You must file a request for dismissal of the entire case within 45 days after the date of the settlement if the settlement is **unconditional**. You must file a dismissal of the entire case within 45 days after the date specified in item 1b below if the settlement is **conditional**. Unless you file a dismissal within the required time or have shown good cause before the time for dismissal has expired why the case should not be dismissed, the court will dismiss the entire case.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

1. This entire case has been settled. The settlement is:
 - a. ☐ **Unconditional**. A request for dismissal will be filed within 45 days after the date of the settlement.
Date of settlement:
 - b. ☒ **Conditional**. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): August 31, 2026
2. Date initial pleading filed: May 5, 2025
3. Next scheduled hearing or conference:
 - a. Purpose: Hearing on Motion to Seal, or in the Alternative, to Strike Portions of the Amended Complaint
 - b. ☒ (1) Date: August 19, 2026
(2) Time: 8:30 a.m.
(3) Department: 617
4. Trial date: May 17, 2027
 - a. ☐ No trial date set.
 - b. ☒ (1) Date: May 17, 2027
(2) Time: 8:30 a.m.
(3) Department: 617

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Moez M. Kaba

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)



PLAINTIFF/PETITIONER: Plaintiff The State Bar of California
 DEFENDANT/RESPONDENT: ProctorU, Inc. d/b/a Measure Learning

CASE NUMBER:
 25STCV13089

PROOF OF SERVICE BY FIRST-CLASS MAIL

NOTICE OF SETTLEMENT OF ENTIRE CASE

(NOTE: You cannot serve the Notice of Settlement of Entire Case if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Settlement of Entire Case* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Settlement of Entire Case* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)