

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com

2 MAYA CHEAITANI (SBN 335777)
maya@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

PMB 42554

5 West Hollywood, CA 90069

6 Telephone: (213) 725-9094

Facsimile: (213) 634-2485

7 Attorneys for Plaintiff(s),

8 JENNIFER WISE and all others similarly situated

9 (Additional attorneys for Plaintiff(s) on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF RIVERSIDE**

12 **(UNLIMITED JURISDICTION)**

13 JENNIFER WISE, on behalf of herself and all others
14 similarly situated, and as an "aggrieved employee"
15 on behalf of other "aggrieved employees" under the
Labor Code Private Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18
19 SPRINGS CHARTER SCHOOLS, INC., a
California corporation; RIVER SPRINGS
20 CHARTER SCHOOL, INC., a California
corporation; EMPIRE SPRINGS CHARTER
21 SCHOOL, INC., a California corporation;
22 HARBOR SPRINGS CHARTER SCHOOL, INC.,
a California corporation; CITRUS SPRINGS
23 CHARTER SCHOOL, INC., a California
corporation; VISTA SPRINGS CHARTER
24 SCHOOL, INC., a California corporation; PACIFIC
25 SPRINGS CHARTER SCHOOL, INC., a California
corporation and DOES 1-50, inclusive,

26 *Defendants.*

Case No. RIC2002359

**SUPPLEMENTAL DECLARATION
OF DAVID SPIVAK IN SUPPORT OF
PLAINTIFF JENNIFER WISE'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: April 18, 2023

Hearing Time: 8:30 a.m.

Hearing Dept.: 1, The Honorable Craig
G. Riemer

Action filed: July 01, 2020

Trial Date:



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles, CA 90067

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
4276 Katella Ave
Suite 301
Los Alamitos, CA 90720
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

Attorneys for Plaintiff(s),
JENNIFER WISE, and all others similarly situated



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles, CA 90067

1 **SUPPLEMENTAL DECLARATION OF DAVID G. SPIVAK IN SUPPORT OF**
2 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 I, DAVID SPIVAK, declare as follows:

4 1. I am an attorney duly licensed to practice law in the State of California and am an
5 attorney of record for Plaintiff Jennifer Wise (“Plaintiff”) in her lawsuit against Defendants
6 Springs Charter Schools, Inc., River Springs Charter School, Inc., Empire Springs Charter School,
7 Inc., Harbor Springs Charter School, Inc., Citrus Springs Charter School, Inc., Vista Springs
8 Charter School, Inc., and Pacific Springs Charter School, Inc. (collectively “Defendants”).
9 Plaintiff and Defendants are collectively referred to as the “Parties.”

10 2. Except as otherwise indicated, I have personal knowledge of all matters set forth
11 herein and, if called as a witness, could and would competently testify thereto under oath.

12 3. A true and correct copy of the Court’s ruling of the Court dated December 14,
13 2022 is attached as **Exhibit 15** to this declaration.

14 4. A true and correct copy of the original Joint Stipulation and Settlement Agreement
15 dated June 27, 2022 is attached as **Exhibit 16** to this declaration.

16 5. A true and correct copy of the First Amended Joint Stipulation and Settlement
17 Agreement dated April 10, 2023 is attached as **Exhibit 17** to this declaration.

18 6. A true and correct copy of the redline comparison between the Joint Stipulation
19 and Settlement Agreement (with the “Notice of Proposed Class Action Settlement and Hearing
20 Date for Court Approval”, “Election Not to Participate in Settlement Form”, and “Objection
21 Form”) dated June 27, 2022 and the First Amended Joint Stipulation and Settlement Agreement
22 (with the “Notice of Proposed Class Action Settlement And Hearing Date For Court Approval”,
23 “Election Not to Participate in Settlement Form”, and “Objection Form”) is attached as **Exhibit**
24 **18** to this declaration.

25 7. The preliminary approval order proposed for the First Amended Joint Stipulation
26 and Settlement Agreement is submitted with this motion under separate cover. It includes as
27 attachments, revised versions of the “Notice of Proposed Class Action Settlement and Hearing
28 Date For Court Approval” (sub. Ex. A), “Election Not to Participate in Settlement Form” (sub.
Ex. B), and the “Objection Form” (sub. Ex. C).

8. A true and correct copy of the redline comparison of the changes made to the
original proposed preliminary approval order for the Joint Stipulation and Settlement Agreement



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles, CA 90067

1 dated June 27, 2022 and the proposed preliminary approval order for the First Amended Joint
2 Stipulation and Settlement Agreement is attached as **Exhibit 19** to this declaration.

3 9. A true and correct copy of the Third Amended Complaint lodged January 30, 2023
4 (and subsequently ordered filed by the Court) is attached as **Exhibit 20** to this declaration.

5 10. A true and correct copy of the Court’s Order Granting the Stipulation to File the
6 Third Amended Complaint dated February 3, 2023 is attached as **Exhibit 21** to this declaration.

7 11. Legal Aid at Work will be the recipient of the funds represented by claimed but
8 uncashed settlement share checks.

9 12. When the parties negotiated this Settlement, Defendants presented Plaintiff with a
10 list of all putative class members who participated in the pre-employment meeting during the
11 period beginning four years before the filing of the lawsuit through the mediation date.
12 Defendants informed Plaintiff that prior to the mediation, Defendants had ended the practice of
13 unpaid pre-employment meetings. The Settlement Class definition from the First Amended
14 Settlement clearly treats all persons who participated in the pre-employment meeting during the
15 Class Period the same. This is because Plaintiff contends that all such persons regardless of
16 whether Defendant deemed them hires became employees at the time they attended what the
17 Defendants characterize as the “pre-employment” meeting.

18 13. The Parties confirm that Defendants will pay their portion of payroll taxes as the
19 Class Members’ current or former employer separate and in addition to the Gross Settlement
20 Amount.

21 14. When sent to Class Members, the Administrator will include with the “Notice of
22 Proposed Class Action Settlement and Hearing Date for Court Approval” (sub. Ex. A), an
23 “Election Not to Participate in Settlement” Form (sub. Ex. B) and an “Objection Form” (sub. Ex.
24 B). (Exhibit 3). However, the Notice of Proposed Class Action Settlement and Hearing Date for
25 Court Approval does not require a Class Member to use the “Election Not to Participate in
26 Settlement” Form to exclude him/herself from the Settlement or the “Objection Form” to object
27 to the Settlement. The First Amended Settlement does not require class members to send requests
28 for exclusion or objections to the Administrator to seek exclusion or to object, respectively. It
only requires them to send them in writing to the Administrator. (Exhibits 17 and 18, sub. Exs. A
¶¶ 9 and 12, B, and C).



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles, CA 90067

1 15. I estimate that judgment could be realistically recovered at trial as to each claim
2 in the following amounts:

<u>Restitution/Wages</u>	
Wage underpayments:	\$125,718.52
Liquidated damages:	\$125,718.52
Unreimbursed Expenses	\$-
Rest periods:	\$ 20,779.92
Meal Periods:	\$ 20,779.92

7

Total: \$292,996.87

<u>Penalties</u>	
Wage Statement Penalties:	\$6,550.00
Waiting time penalties:	\$1,077,605.83
Civil Penalties:	\$ 91,200.00

12

Total: \$1,175,355.83

14

GRAND TOTAL: \$1,468,352.71

15 16. A true and correct copy calculations for each claim are attached to my original
16 declaration in support of the preliminary approval motion at Exhibit 8.

17 17. Pursuant to Lab. Code § 2699(1)(2), Plaintiff Jennifer submitted a copy of the First
18 Amended Joint Stipulation and Settlement Agreement with the Labor and Workforce
19 Development Agency (“LWDA”) at the same time Plaintiff’s supplemental briefing is being filed
20 with the Court. A true and correct copy of Plaintiff’s submission to the LWDA and a confirmation
21 email is attached as **Exhibit 22**.

22 18. Plaintiff has reviewed the CMO and has concluded that the responses to the
23 Court’s ruling of December 14, 2022 referenced comply with the CMO.

24 I declare under the penalty of perjury of the laws of the State of California that the
25 foregoing is true and correct to the best of my knowledge.

26 Executed on Monday, April 10, 2023 at Los Angeles, California.



27

DAVID SPIVAK,
28 Declarant



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles, CA 90067

EXHIBIT 15

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House

Hearing on Motion for Preliminary Approval of Class Action Settlement by JENNIFER WISE

12/14/2022

8:30 AM

Department 1

RIC2002359

WISE VS SPRINGS CHARTER SCHOOLS

Honorable Craig Riemer, Judge
E. Escobedo, Courtroom Assistant
Court Reporter: None

APPEARANCES:

No Appearances

At 08:30 AM, the following proceedings were held:

Motion by Plaintiff regarding Preliminary Approval of Class Action Settlement is called for hearing. In accordance with California Rule of Court 3.1308 and Local Rule 3316, a tentative ruling was issued, and oral argument was not requested.

Court makes the following order(s):

Tentative ruling shall become the ruling of the court.

The plaintiff's motion for preliminary approval of a proposed class action settlement is not granted. Instead, it is continued to 1-20-23 at 8:30 A.M. in this department. The motion fails to comply with the Court's case management order in at least the following respects. No later than 1-12-23, the plaintiff shall file such amended, supplemental, or revised documents as are necessary to address the following concerns and otherwise to fully comply with the Court's CMO.

Hearing held and continued to 01/20/2023 at 08:30 AM in Department 1 (Pre-disposition) Continued -

Other pre-disposition hearing

Notice waived.

EXHIBIT 16

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is between Jennifer Wise (“Plaintiff”), and Defendants River Springs Charter School, Inc. and Springs Charter School, Inc. (“Defendants”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The lawsuit currently pending in the Riverside County Superior Court, entitled *Jennifer Wise v. River Springs Charter School, Inc. et al.*, case number RIC2002359.
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$10,000. All Administration Costs shall be paid from the Gross Settlement Amount.
- C. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- D. **Attorney Fee Award**: The amount, not to exceed one-third (1/3) of the Gross Settlement Amount or One Hundred Seventy Six Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$176,666.67), finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendants.
- E. **Class Counsel**: David G. Spivak of The Spivak Law Firm and Walter Haines of United Employees Law Group.
- F. **Class Notice or Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- G. **Class Period**: July 1, 2016 through the date the Court grants preliminary approval of the Settlement.
- H. **Class Representative or Plaintiff**: Jennifer Wise.
- I. **Class Representative General Release Payment**: The amount the Court awards to Plaintiff for her execution of a broader general release of claims against Defendants than Participating Class Members’ release, which will not exceed Five Thousand Dollars (\$5,000.00). This payment shall be paid from the Gross Settlement Amount and will not be opposed by Defendants and is

being offered in consideration for the Plaintiff executing a general release of claims against Defendants, a release that is broader than any Participating Class Member will provide in consideration for a settlement share.

- J. Cost Award:** The amount that the Court orders Defendants to pay Class Counsel for payment of actual litigation costs, which shall not exceed Fifteen Thousand Dollars (\$15,000.00). The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendants. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- K. Counsel for Defendants:** Adrienne L. Conrad, Lara P. Besser, and Jaclyn M. Reinhart of Jackson Lewis P.C.
- L. Defendants:** River Springs Charter School, Inc. and Springs Charter School, Inc.
- M. Defendants' Affiliated or Related Entities:** Consist of Empire Springs Charter School, Inc. (located in Temecula, California); Harbor Springs Charter School, Inc. (located in Julian, California); Citrus Springs Charter School, Inc. (located in Santa Ana, California); Vista Springs Charter School, Inc. (located in Vista, California); and Pacific Springs Charter School, Inc. (located in Chula Vista, California).
- N. Disbursement of the Settlement:** The date on which the Settlement Administrator shall disburse the Gross Settlement Amount as indicated herein. Under the terms of this Settlement Agreement, within ten (10) business days after receipt of the Settlement funds from Defendants, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court. Defendants shall separately pay their portion of payroll taxes as the Settlement Class Members' current or former employer.
- O. Effective Final Settlement Date:** The effective date of this Settlement will be when the final approval of the settlement or judgment can no longer be appealed, or, if there are no objectors, no parties in intervention at the time the court grants final approval of the settlement, and no post judgment challenges to the judgment, ten (10) calendar days from the date the court enters judgment granting final approval of the settlement.

- P. Funding of Settlement:** Defendants shall remit to the Settlement Administrator the Gross Settlement Amount within ten (10) calendar days of the Effective Final Settlement Date.
- Q. Final Judgment or Final Approval:** The final order entered by the Court finally approving this Agreement.
- R. Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Five Hundred and Thirty Thousand Dollars and Zero Cents (\$530,000.00). This is the gross amount Defendants can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court. Defendants will pay their portion of payroll taxes as the Class Members' current or former employee separate and in addition to the GSA. No portion of the Gross Settlement Amount will revert to Defendants for any reason.
- S. Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- T. LWDA:** California Labor and Workforce Development Agency.
- U. Net Settlement Amount or NSA:** The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative General Release Payment, the portion of the PAGA Payment paid to the LWDA, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Class Members who do not request exclusion from the Settlement. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the individual settlement shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the share.
- V. PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- W. PAGA Payment:** The PAGA Payment consists of Four Thousand Dollars and Zero Cents (\$4,000.00) of the Gross Settlement Amount allocated to satisfy the

PAGA penalties claim as alleged in the in the Complaint. Seventy-five percent (75%) of the PAGA Payment, or Three Thousand Dollars and Zero Cents (\$3,000.00) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment, or One Thousand Dollars and Zero Cents (\$1,000.00) shall be part of the Net Settlement Amount distributed to Participating Class Members.

- X. **Participating Class Members**: All Settlement Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- Y. **Parties**: Plaintiff Jennifer Wise as an individual and as Class Representative, and Defendants River Springs Charter School, Inc. and Springs Charter School, Inc.
- Z. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the proposed Settlement.
- AA. **Qualified Settlement Fund or QSF**: The Parties agree that the GSA is intended to be a "Qualified Settlement Fund" or "QSF" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- BB. **Released Claims**: Putative class members who do not opt out of the settlement will release all claims under state, federal, and local law arising out of or related to the allegations made in the Complaint, the First Amended Complaint, and the Second Amended Complaint, and all other claims that could have been pleaded based on the facts asserted in the Action (the "Released Claims"). This includes but is not limited to: failure to pay straight and regular wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest periods; failure to pay wages due at termination; failure to provide itemized wage statements; failure to pay employees twice a month; violation of Business and Professions Code section 17200, *et seq.*; PAGA claims for civil penalties due to the alleged Labor Code violations and by Defendants during the Class Period including California Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2698 *et seq.*, IWC Wage Order 4-2001; Cal. Code of Regulations sections 11040(11) and (12); penalties that could have arisen out of the facts alleged in the Complaint, First Amended Complaint and Second Amended Complaint, including waiting time penalties and missed breaks; interest; attorneys' fees and costs; and any other claims arising out of or related to the Complaint, the First Amended Complaint and the Second Amended Complaint, from July 1, 2016 through the date of Preliminary Approval.

- CC. Released Parties:** Defendants, any of Defendants’ successors, present and former parents, subsidiaries and affiliated companies or entities, which consist of Defendants’ Affiliated or Related Entities, their respective officers, directors, employees, partners, shareholders and agents, as well as any other successors, assigns and legal representatives and their related persons and entities, and any individual or entity that could be liable for any of the Released Claims, and Defendants’ counsel of record in the Action. Empire Springs Charter School, Inc; Harbor Springs Charter School, Inc.; Citrus Springs Charter School, Inc.; Vista Springs Charter School, Inc.; and Pacific Springs Charter School, Inc. are affiliated or related entities with Springs Charter School, Inc., and each such entity conducted the alleged “pre-employment” meetings that are the subject of this action during the relevant time period.
- DD. Response Deadline:** Sixty (60) calendar days from the initial mailing of the Notice.
- EE. Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address Defendants have on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.
- FF. Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is Phoenix Settlement Administrators.
- GG. Settlement Class:** All persons who either applied for employment with Defendants and related or affiliated entities in California, were prospective employees of Defendants or related or affiliated entities in California, or who were employed by Defendants or Defendants’ Affiliated or Related Entities, *and* attended one of Defendants’ (or Defendants’ Affiliated or Related Entities) alleged “pre-employment” meetings, at any time between July 1, 2016 through the date of Preliminary Approval. (The Class will not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement).
- HH. Settlement Class Member:** Each person eligible to participate in this Settlement who is a member of the Settlement Class as defined above.
- II. Superior Court:** San Diego County Superior Court.

II. RECITALS

- A. The Action was filed by Plaintiff Jennifer Wise in the Riverside County Superior Court on July 1, 2020. The Complaint alleged causes of action on behalf of Plaintiff and the putative class members for violations of the California Labor Code for failure to pay minimum and overtime wages, failure to provide accurate itemized wage statements, and failure to pay for all wages owed at the time of termination, and a cause of action pursuant to California's Business & Professions Code §§ 17200, et. seq.
- B. Before Defendants Answered the Complaint, Plaintiff filed and served a First Amended Complaint on July 16, 2020. The First Amended Complaint added a cause of action on behalf of Plaintiff and aggrieved employees pursuant to the Private Attorney General Act of 2004 ("PAGA") seeking civil penalties for violations of the California Labor Code alleged in the Complaint.
- C. Defendants Answered the First Amended Complaint on September 25, 2020. In its answer Defendants affirmatively denied generally and specifically all claims raised in the complaint.
- D. The parties attended mediation with Michael Loeb, Esq. of JAMS on June 9, 2021. In advance of mediation Defendants produced records to Plaintiff in preparation for mediation, including: the Plaintiff's personnel file and payroll records, Defendants' employee handbooks in effect during the class period, detailed data regarding a sub-set of the putative class members, including their dates of employment, dates of attendance of an alleged "pre-employment meeting," total hours attended and rates of pay. During mediation Defendant also shared confidential documents related to its financial situation as well. This substantial amount of data and information permitted Plaintiff to evaluate all of the class-wide claims prior to mediation.
- E. After the matter did not resolve following a full day of arm's-length mediation, the parties continued to negotiate in good faith and came to an agreement as to a settlement amount on or about December 16, 2021, and subsequently agreed to the principal terms of the Settlement, the terms of which are reflected herein.
- F. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement

is a fair, adequate, and reasonable settlement, and is in the best interests of the Settlement Class Members.

- G. Defendants' Reasons for Settlement.** Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- H. Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendants assert a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only.
- I. Plaintiff's Claims.** Plaintiff asserts that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Settlement Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiff, Settlement Class Members, and Class Counsel will not oppose Defendants' efforts to use this Agreement to prove that Plaintiff and Settlement Class Members have resolved and are forever barred from re-litigating the Released Claims. Final approval of this Settlement operates as full satisfaction of the Released Claims and will have preclusive effect as to those claims in any subsequent proceeding.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, including all payroll taxes, that Defendants are obligated to pay under this Settlement Agreement is Five Hundred Thirty Thousand Dollars and Zero Cents (\$530,000.00).

- B. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Settlement Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Settlement Class as defined in this Agreement.

- C. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Settlement Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendants reserve the right to contest any issues relating to class certification and liability.

- D. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff Jennifer Wise shall be appointed as representative for the Settlement Class.

- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Settlement Class.

- F. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

1. Calculation.

- a. Individual Settlement Share Calculation.** Each Participating Class Member will receive an equal share of the Net Settlement Amount. The value of each Class Member's Individual Settlement Share ties directly to the one day they attended an alleged "pre-employment" meeting.
- 2. Tax Withholdings.** Each putative class member's gross settlement award will be apportioned as follows: Twenty percent (20%) as wages and Eighty percent (80%) as interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

Only the employee share of payroll tax withholdings shall be taken from each Class Member's Individual Settlement Share.

G. Constituents of GSA Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:

- 1. To the Named Plaintiff:** In addition to her Individual Settlement Share, and subject to the Court's approval, the named Plaintiff, Jennifer Wise, will receive up to Five Thousand and Zero Cents (\$5,000.00) in consideration for providing Defendants a General Release, a release that is broader than the claims released by Participating Class Members. The Settlement Administrator will pay the Class Representative Enhancement/General Release Payment out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative General Release Payment. An IRS Form 1099 will be issued to the Plaintiff with respect to her General Release Payment.
- 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed one-third (1/3 or \$176,666.67) of the GSA and a Cost Award not to exceed Fifteen Thousand Dollars (\$15,000.00). The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Fund. The Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- 3. To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. Out of each Individual Settlement Share, the Settlement Administrator shall also pay the Defendants' portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Settlement Administrator will calculate the amount of the

Participating Class Members' and Defendants' portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

- 4. To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$10,000. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
 - 5. To the LWDA.** The Settlement Administrator will allocate Four Thousand Dollars and Zero Cents (\$4,000.00) of the Gross Settlement Amount to satisfy the PAGA penalties claim as alleged in the First Amended Complaint. Seventy-five percent (75% or \$3,000.00) of the PAGA Payment shall be paid to the LWDA, and twenty-five percent (25% or \$1,000.00) of the PAGA Payment shall be part of the Net Settlement Amount distributed to Participating Class Members.
 - 6. To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.
- H. Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix Settlement Administrators shall be retained to serve as Settlement Administrator. The Parties each represent that they do not have any financial interest in Phoenix Settlement Administrators or otherwise have a relationship with Phoenix Settlement Administrators that could create a conflict of interest.
- I. Duties of the Settlement Administrator.** The Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice to the Settlement Class Members; keeping track of any objections or requests for exclusion from Settlement Class Members; performing skip traces and re-mailing Notices and Individual Settlement Shares to Settlement Class Members; calculating any and all payroll tax deductions as required by law; calculating each Settlement Class Member's Individual Settlement Share; providing weekly status reports to Defendants' Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing Defendants' Counsel and Class Counsel with a settlement timeline of events (i.e. expected dates for receiving class data, notice mailing, response deadline, funding of settlement, disbursement of settlement, uncashed check expiration date, and deposit of uncashed funds to the state Controller's Office – Unclaimed Property Fund; providing updates to Defendants' Counsel and Class Counsel regarding the funding and disbursement of

the GSA; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to Legal Aid at Work; and for such other tasks as the Parties mutually agree.

J. Procedure for Approving Settlement.

1. Discovery Stay Pending Approval of the Settlement.

- a. To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery and other proceedings shall be stayed pending Court approval of the Settlement. Class Counsel further agrees not to initiate communication (oral and written) with the Released Parties' current employees pending the Court's preliminary approval of the Settlement.

2. Motion for Preliminary Approval and Conditional Certification.

- a. The Parties will file a Notice of Proposed Class Action Settlement with the Court and contact the Court clerk to secure the earliest available date that is convenient to the Parties as the preliminary approval hearing date. If for any reason that date is not available for the preliminary approval hearing date, the Parties agree to approach the Court *ex parte* to specially set the hearing on Plaintiff's motion for preliminary approval.
- b. Plaintiff will circulate to Defendants' Counsel a draft motion for preliminary approval and order thereon prior to filing them with the Court. Upon receiving and incorporating input from the Defendants' Counsel, Plaintiff's Counsel will then file that motion for preliminary approval and order.
- c. Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice.
- d. Plaintiff's draft of the Preliminary Approval Order will include a provision enjoining Settlement Class Members from filing claims before the California Division of Labor Standards Enforcement ("DLSE"), or from initiating other proceedings regarding the

Released Claims against the Released Parties until they opt-out of Settlement Class. This provision is intended to provide all Settlement Class Members the opportunity to participate in or opt-out of the Settlement, and to ensure finality of the Settlement and the Released Claims to the fullest extent permitted by law.

- e. At the Preliminary Approval hearing, the Parties will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
- f. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative General Release Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative General Release Payment shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and Class Representative General Release Payment.
- g. Plaintiff shall be responsible for the timely service and electronic submission of the Settlement Agreement and related filings in the Action.

3. Notice to Settlement Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

- a. **Class Data to Settlement Administrator.** Within ten (10) calendar days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator an electronic database, which will list for each Settlement Class

Member: (1) first and last name; (2) last known mailing address; (3) last known telephone numbers; and (4) social security number (collectively "Database"). If any or all of this information is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Database shall be based on Defendants' payroll, personnel, and other business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential. The Parties agree the Settlement Class Members' contact information and Social Security numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement, and will not be provided to Class Counsel at any time or in any form.

- b. Notice Mailing.** Within fifteen (15) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendants and the results of the skip trace performed on all former employee Class Members.
- c. Returned Notices and Re-mailing Efforts.** If a Class Notice is returned because of an incorrect address, within three (3) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. The Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.
- d. Weekly Status Reports.** The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly

status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

e. Response Deadline. The Settlement Class Members will have Sixty (60) days from the date of the mailing in which to object to the Settlement or to postmark requests for exclusion from the Settlement.

f. Settlement Administrator's Declaration. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement, including the number of requests for exclusion and objections received, the estimated average and high Individual Settlement Shares to Participating Class Members, as well as any other additional information requested by the Parties. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration. The Settlement Administrator will provide any additional declarations needed for the Court approval and disbursement of the Settlement.

4. Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.

a. Format. Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

b. Notice of Intent to Appear. Class Members who timely file valid objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through

the objector's own counsel, provided the objector has first notified the Settlement Administrator by sending his/her written objections to the Settlement Administrator, postmarked no later than the Response Deadline.

5. Request for Exclusion from the Settlement ("Opt-Out"). The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

a. Confirmation of Authenticity. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

b. Report. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Settlement Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Settlement Class Members, the number of re-mailed Notices returned as undeliverable, the number of Settlement Class Members who objected to the Settlement and copies of their submitted objections, the number of Settlement Class Members who returned valid requests for exclusion, and the number of Settlement Class Members who returned invalid requests for exclusion. This report can be in the form of a declaration by the Settlement Administrator to be filed with Plaintiff's motion for final approval.

6. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

7. Defendants' Option to Void Settlement. Defendants may void the Settlement if the number of requests for exclusion exceeds ten percent (10%) of the Settlement Class. However, Defendants shall not be required to void the Settlement. Defendants agree to notify Class Counsel of any such decision no later than fourteen (14) calendar days following the Response Deadline.

8. Motion for Final Approval.

a. Motion Drafting and Filing. Class Counsel will draft and file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative General Release Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Class Members who do not opt out of the Settlement.

b. Final Approval Not Granted. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed, vacated, or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative General Release Payment, Attorney Fee Award, or Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.

c. Final Approval Order and Judgment. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for

purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law. Prior to filing the Final Approval Order and Judgment, Class Counsel will circulate it to Defendants for review and approval.

- 9. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Settlement Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
- 10. Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.
- 11. Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendants can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. Plaintiff shall be responsible for any attorneys' liens related to this Action or the Maximum Settlement Amount. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendants Counsel and Class Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

 - a. Funding the Settlement:** Defendants shall wire to the Settlement Administrator the Gross Settlement Amount and employer-side

payroll taxes within ten (10) calendar days of the Effective Final Settlement Date.

- b. **Disbursement**: Within ten (10) calendar days after receipt of the Settlement funds from Defendants, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court; and (6) Defendants' portion of payroll taxes as the Settlement Class Members' current or former employer.

12. Uncashed Checks. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those Individual Settlement Share checks remaining uncashed, shall be distributed by the Settlement Administrator, to Legal Aid at Work.

13. Final Report by Settlement Administrator. Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

14. Defendants' Legal Fees. Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Fund.

K. Release of Claims. As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim in any forum against any of the Released Parties for any of the Released Claims.

L. Plaintiff's Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative General Release Payment to the named Plaintiff in an amount not to exceed Five Thousand Dollars (\$5,000.00), Plaintiff shall give the following general release of claims for herself and her respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of her signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to her employment with Defendants or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

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.

This release excludes any release of any claims not permitted to be released by law and any and all claims subject to the separate settlement agreement and release of Plaintiff's individual claims. This release also excludes Plaintiff's claims and prayers for relief stemming from the exercise of her rights under Labor Code sections 1030, 1031, and 1033, which are subject to a separate confidential settlement agreement between Plaintiff and the Defendants.

M. Miscellaneous Terms

- 1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiff's and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in

connection with, any litigation (other than solely in connection with this Settlement).

- 2. No Effect on Employee Benefits.** The Class Representative General Release Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members. The Parties agree that any Class Representative General Release Payment and/or Individual Settlement Share paid to Plaintiff or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Class Representative General Release Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.
- 3. Publicity.** Plaintiff and Class Counsel agree that the terms of this Settlement (including but not limited to the GSA), the negotiations leading to this Settlement, and all documents related to the Settlement, shall not be discussed with, publicized, or promoted to the public prior to the Court preliminarily approving this Settlement, except as necessary to enforce the terms of the Settlement. Notwithstanding the foregoing, Plaintiff and Class Counsel may tell the public in general only that certain claims "have been resolved by the parties." This does not limit Class Counsel from referencing this Settlement, as needed, to any Court in support of their adequacy as Class Counsel.
- 4. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 5. Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the

implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

- 6. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 7. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Superior Court.
- 8. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- 9. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 10. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 11. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 12. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

13. No Tax or Legal Advice. The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Settlement Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Settlement Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of such taxes.

14. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

15. Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

16. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

17. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

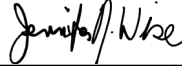
[Signatures on Next Page]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: May 13, 2022

PLAINTIFF JENNIFER WISE



Jennifer Wise

Dated: June 27, 2022

DEFENDANT RIVER SPRINGS CHARTER SCHOOL, INC and SPRINGS CHARTER SCHOOL, INC.



Tanya Rodgers
Assistant Superintendent of Business

Dated: May 17, 2022

THE SPIVAK LAW FIRM



David G. Spivak
Attorneys for Plaintiff, on behalf of herself and all others similarly situated

Dated: April 18, 2022

UNITED EMPLOYEES LAW GROUP



Walter Haines
Attorneys for Plaintiff, on behalf of herself and all others similarly situated

Dated: June 27, 2022

JACKSON LEWIS, PC



Adrienne L. Conrad
Lara P. Besser
Jaclyn M. Reinhart
Attorneys for Defendants

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
HEARING DATE FOR COURT APPROVAL**

Jennifer Wise v. Springs Charter Schools, Inc., et al., Case No. RIC2002359

As a person who applied for employment and attended a preemployment meeting of

CPT ID: <<CPT ID>>

Please provide current address (if different) here:

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip
Code>>

Springs Charter Schools, Inc., or any “Related or Affiliated Entities (defined below) in California, including River Springs Charter School, Inc., you may be entitled to receive money from a class action settlement.

*The Riverside County Superior Court has authorized this Class Notice.
This is not a solicitation from a lawyer.*

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT IF YOU ARE A PERSON WHO APPLIED FOR EMPLOYMENT AND ATTENDED A “PREEMPLOYMENT MEETING” OF SPRINGS CHARTER SCHOOLS, INC. OR ANY RELATED OR AFFILIATED ENTITIES IN CALIFORNIA, INCLUDING RIVER SPRINGS CHARTER SCHOOL, INC., BETWEEN JULY 21, 2016 AND <<THE DATE THE COURT GRANTS PRELIMINARY APPROVAL OF THE SETTLEMENT>>.

- A proposed settlement of \$530,000.00 (the “Gross Settlement Amount”) will be used to pay claims to: All persons who either applied for employment with Defendants and related or affiliated entities in California, were prospective employees of Defendants or related or affiliated entities in California, or who were employed by Defendants or Related or Affiliated entities in California, *and* attended one of Defendants’ (or Defendants’ Affiliated or Related Entities’) alleged pre-employment meetings during the “Class Period” of July 21, 2016 to <<the date the Court grants preliminary approval of the Settlement>> (the “Class Members”). “Defendants’ Affiliated or Related Entities” consist of Empire Springs Charter School, Inc. (located in Temecula, California; Harbor Springs Charter School, Inc. (located in Julian, California); Citrus Springs Charter School, Inc. (located in Santa Ana, California); Vista Springs Charter School, Inc. (located in Vista, California); and Pacific Springs Charter School, Inc. (located in Chula Vista, California). The Gross Settlement Amount includes (a) expenses and fees of the Settlement Administrator up to \$10,000.00; (b) a Class Representative Payment of \$5,000.00 to the Plaintiff Jennifer Wise as the class representative; (c) attorneys’ fees of up to \$176,666.67 and litigation expenses of up to \$15,000.00 to Class Counsel; and (d) \$4,000.00 allocated to settle claims brought pursuant to the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (“PAGA”)

1 (75% of which will go to the California Labor & Workforce Development Agency
2 (“LWDA”) and 25% of which will go to Class Members). The Court must approve these
3 payments at the Final Approval Hearing.

- 4 • Defendants estimated for purposes of mediation that there are 1,176 Class Members for the
5 period of July 21, 2016 through December 31, 2021.
- 6 • The settlement resolves a lawsuit entitled *Jennifer Wise v. Springs Charter Schools, Inc., et*
7 *al.*, Case No. RIC2002359 (the “Action”) for Defendants’ alleged failure to pay wages,
8 unauthorized and unlawful wage deductions, failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to indemnify for business expenses, failure to issue
10 proper wage statements, failure to timely pay wages, failure to reimburse for preemployment
11 testing, failure to maintain required payroll records, and other legal consequences that would
12 follow from these failures, including claims under California’s Business & Professions Code
13 and PAGA. This settlement avoids the costs and risks from continuing the Action, pays
14 money to persons like you, and releases Defendants from alleged liability.
- 15 • The Court has not made a determination of the validity of the claims in the Action.
16 Defendants deny any and all liability arising from any of the claims and contend that they are
17 not responsible for a failure to pay wages, unauthorized and unlawful wage deductions,
18 failure to provide meal periods, failure to authorize and permit rest periods, failure to
19 indemnify for business expenses, failure to issue proper wage statements, failure to reimburse
20 for preemployment testing, failure to timely pay wages, failure to maintain required payroll
21 records, or related wrongs, and fully complied with all applicable laws.
- 22 • Each Participating Class Member will receive an equal share of the Net Settlement Amount.
23 The value of each Class Member’s Individual Settlement Share ties directly to the one day
24 they attended an alleged “pre-employment” meeting.

25
26 **PLEASE READ THIS ENTIRE CLASS NOTICE CAREFULLY.**
27 **YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

28 **HOW MUCH WILL I GET?**

It is expected that you will receive approximately <<Individual Settlement Payment amount>>
from this Settlement. The average Individual Settlement Award per Class Member is \$____. A
Class Member who worked at least one qualified week during the Class Period, will receive a
minimum of \$____. The lowest estimated Individual Settlement Award is \$____) and the
highest number is approximately _____ workweeks, resulting in the highest estimated Individual
Settlement Award of \$_____.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.
------------	--

OPT OUT	Receive no payment and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Action. However, you may not opt out of the PAGA Released Claims.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court.
DISPUTE THE CALCULATION	If you feel that you deserve a higher individual settlement amount under the settlement agreement, you may dispute the Settlement Administrator’s calculation by writing to the Settlement Administrator.
ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. If you timely file and serve a written objection, and if you also want to speak about your objection at the hearing, you should send a letter to the Settlement Administrator, Phoenix Settlement Administrators, providing notice of your intention to appear and speak at the hearing.

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

You were sent this Class Notice because you have a right to know about the proposed settlement in the Action and about all of your options before the Court rules on whether to finally approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments that the settlement allows. This Class Notice explains the Action, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the Riverside County Superior Court. The person who sued is called “Plaintiff” and the organizations sued are called “Defendants.”

2. What is the Action about?

In the Action, Jennifer Wise (“Plaintiff”) alleged multiple violations of the California Labor Code, the California Business & Professions Code, and PAGA, including causes of action for: failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to reimburse for preemployment testing, failure to timely pay wages, failure to maintain required payroll records, unfair competition under California’s Business & Professions Code, and claims for civil penalties for violations of the PAGA.

3. Why is there a settlement?

1 The parties disagree on the probable outcome of the case with respect to liability, damages, and
2 how much money could be recovered if the Plaintiff won at trial. Defendants believe the Plaintiff or
3 would not prevail if this case went to trial. The Court has not decided in favor of the Plaintiff or
4 Defendants. There has been no trial in this case. Instead, both sides recognize the risks, expenses,
5 and disruption associated with continued litigation and they have therefore chosen to resolve
6 their differences by entering into a settlement. By doing so, the parties can avoid the cost of a
7 trial, yet Class Members are still entitled to receive payments if they comply with the instructions
8 in this Class Notice. The parties entered into this settlement after arms-length negotiations while
9 using the services of an experienced and neutral mediator. Plaintiff has also, in addition to this
10 Class Action settlement, reached her own individual settlement regarding claims or retaliation
11 for exercising her right to express breastmilk in the workplace, pursuant to Labor Code §§ 1030,
12 1031 and 1034. The Plaintiff and Class Counsel believe that the proposed settlement is fair and
13 reasonable and is in the best interest of the Class Members.

14 The Court has determined that there is sufficient evidence to suggest that the proposed settlement
15 is fair, adequate, and reasonable, and that any final determination of any possible issues will be
16 made at the final hearing.

17 4. What is a class action settlement?

18 The Court must approve the terms of the proposed settlement as fair and reasonable. Once
19 approved, the settlement will affect all Class Members, except those who have properly opted
20 out. This Class Notice explains your legal rights, the terms of the settlement, what you must do
21 to participate, and the amount of money you may receive. Please read this entire Class Notice
22 carefully.

23 5. What should I do?

24 You can do nothing, and if you are entitled to a payment, you will be paid. Be mindful, however,
25 that if this Class Notice reaches you and the address where you now live is different, you need
26 to contact the Settlement Administrator and provide updated information so that any future
27 correspondence or the settlement check itself reaches you and is not returned as an address
28 unknown.

29 6. How much will my payment be?

30 After all fees, costs, and offsets are taken as set forth under the Settlement Agreement (which is
31 available for review), the remainder will be used to pay Class Members an equal payment based
32 on the number of Class Members (“Pro-Rata Share”).

33 The Settlement Administrator shall determine by how many Class Members there are, though
34 Defendants estimate there to be 1,176 Class Members.

35 Your estimated payment is listed above, on page 2 of this document. If you do not dispute your
36 calculation, and do not opt out of the settlement, you will be bound by the settlement and receive

1 a settlement payment. **In other words, you do not need to take any action to receive a**
2 **settlement payment.**

3 If you wish to dispute the calculation credited to you or anything else about your employment
4 status, you must write to the Settlement Administrator indicating what you believe is incorrect
5 and return it on or before <<date>> [60 days after initial mailing] via U.S. Mail with proof of
6 the submission date (such as a postmark or delivery service date stamp). You may use the
7 enclosed Dispute Form for this purpose. If the Settlement Administrator re-mailed your Class
8 Notice to a new address, you will have additional 15 days from the date of the re-mailed Class
9 Notice to write to the Settlement Administrator to dispute your information. You must also send
10 any documents or other information that you contend supports your belief that the information
11 set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon
12 Defendants' records and any information you provide. Please be advised that the information on
13 this Notice is presumed to be correct unless the documents you submit are company records from
14 Defendants.

11 7. When would I get my payment?

12 The Court will hold a hearing on <<final approval hearing date>> at <<final approval hearing
13 time>> to decide whether to approve the proposed settlement. If the Court approves the
14 settlement and anyone objects, there may be appeals. It is always uncertain when these objections
15 and appeals can be resolved, and resolving them can take time. To check on the progress of the
16 settlement, call the Settlement Administrator at <<settlement administrator phone number>>, or
17 contact Class Counsel (see below for Class Counsel's contact information.). Please be patient.

18 You will have 180 days to cash your settlement check. If a mailed individual settlement payment
19 is not cashed by <<check cashing deadline>> (within 180 days of the date printed on the check),
20 all uncashed funds will be paid to the California State Controller's Office Unclaimed Property
21 Fund with the identity of the Class Member to whom the funds belong, to be held for the Class
22 Member.

19 8. What am I releasing?

20 If you do not exclude yourself from the settlement (according to the procedures explained below),
21 you will release certain claims as follows:

22 As of the Effective Final Settlement Date, Class Members who do not submit a timely
23 and valid request for exclusion release the Released Parties from the Released Claims.
24 Participating Class Members agree not to sue or otherwise make a claim in any forum
25 against any of the Released Parties for any of the Released Claims.

26 Class members who do not opt out of the settlement will release all claims under state,
27 federal, and local law arising out of or related to the allegations made in the
28 Complaint, the First Amended Complaint, and the Second Amended Complaint, and
all other claims that could have been pleaded based on the facts asserted in the Action
(the "Released Claims"). This includes but is not limited to: failure to pay straight and

1 regular wages; failure to pay overtime wages; failure to provide meal periods; failure
2 to provide rest periods; failure to pay wages due at termination; failure to reimburse
3 for preemployment testing; failure to provide itemized wage statements; failure to pay
4 employees twice a month; violation of Business and Professions Code section 17200,
5 et seq.; PAGA claims for civil penalties due to the alleged Labor Code violations and
6 by Defendants during the Class Period including California Labor Code sections 201-
7 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2698 *et seq.*, IWC Wage
8 Order 4-2001; Cal. Code of Regulations sections 11040(11) and (12); penalties that
9 could have arisen out of the facts alleged in the Complaint, First Amended Complaint
10 and Second Amended Complaint, including waiting time penalties and missed breaks;
11 interest; attorneys' fees and costs; and any other claims arising out of or related to the
12 Complaint, the First Amended Complaint and the Second Amended Complaint, from
13 July 1, 2016 through <<the date of Preliminary Approval>>.

14 The Released Parties are Defendants, any of Defendants' successors, present and
15 former parents, subsidiaries and affiliated companies which consist of Empire Springs
16 Charter School, Inc. (located in Temecula, California; Harbor Springs Charter School,
17 Inc. (located in Julian, California); Citrus Springs Charter School, Inc. (located in
18 Santa Ana, California); Vista Springs Charter School, Inc. (located in Vista,
19 California); and Pacific Springs Charter School, Inc. (located in Chula Vista,
20 California), their respective officers, directors, employees, partners, shareholders and
21 agents, as well as any other successors, assigns and legal representatives and their
22 related persons and entities, and any individual or entity that could be liable for any
23 of the Released Claims, and Defendants' counsel of record in the Action. Empire
24 Springs Charter School, Inc; Harbor Springs Charter School, Inc.; Citrus Springs
25 Charter School, Inc.; Vista Springs Charter School, Inc.; and Pacific Springs Charter
26 School, Inc. are affiliated or related entities with Springs Charter School, Inc., and
27 each such entity conducted the alleged "pre-employment" meetings that are the
28 subject of this action during the relevant time period.

18 The release provisions of this Settlement will not take effect until Defendants have paid the Gross
19 Settlement Amount in full per this Settlement Agreement.

20 Under the Settlement, Plaintiff Jennifer Wise separately releases all claims she has against the
21 Defendant including claims and prayers for relief stemming from the exercise of her rights under
22 Labor Code sections 1030, 1031, and 1033, which are subject to a separate confidential
23 settlement agreement between Plaintiff and the Defendants which the Parties will make available
24 upon request of the Court.

24 9. How can I opt out of this settlement?

25 You can opt out of this settlement and retain your rights. To do so, you must send a letter by mail
26 to the Settlement Administrator with the following sentence, or something similar, stating: "I
27 request to be excluded from the class action proceedings in the matter of *Jennifer Wise v. Springs
28 Charter Schools, Inc.*, Case No. RIC2002359." You may use the enclosed "Election not to

1 Participate in Settlement Form” for this purpose. You will have **60 days** from the date of mailing
2 of this Class Notice to do so. Your Opt-Out request must be in writing and mailed to the
3 Settlement Administrator, Phoenix Settlement Administrators, <<settlement administrator
4 mailing address>> and be postmarked no later than <<response deadline>>, or it will not be
5 considered and you will be bound by the settlement. If the Settlement Administrator re-mailed
6 your Class Notice to a new address, you will have additional 15 days from the date of the re-
mailed Class Notice to opt out. You must include your full name (and former names, if any) and
address in your request and you must sign the written request. However, you cannot opt-out of
the PAGA Released Claims and will receive your pro rate share of the PAGA Penalties whether
or not you opt of out of the settlement.

7 **10. Do I have a lawyer in this case?**

8 The Court has appointed David G. Spivak of the The Spivak Law Firm, 8605 Santa Monica Bl,
9 PMB 42554, West Hollywood, CA 90069, Telephone: (213) 725-9094, david@spivaklaw.com,
10 and Walter L. Haines of United Employees Law Group to represent you and other Class
11 Members in the Action. These lawyers are called Class Counsel. They will be compensated from
the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by
your own lawyer, you may hire one at your own expense.

12 **11. How will the lawyers be paid?**

13 Class Counsel will ask the Court to award them fees of approximately 33 and 1/3% (one-third)
14 of the Gross Settlement Amount, estimated to be \$176,666.67. Class Counsel will also ask the
15 Court to award them costs of not more than \$15,000.00 incurred in connection with the Action.
16 The Court may choose to award less than the amount requested by Class Counsel.

17 **12. How do I tell the Court that I do not like the settlement?**

18 You can ask the Court to deny approval by objecting. You cannot ask the Court to order a larger
19 settlement; the Court can only approve or deny the settlement. If the Court denies the settlement,
no settlement payments will be sent out and the Action will continue. If that is what you want to
happen, you must object.

20 You may object to the proposed settlement in writing or in person. You may also appear at the
21 Final Approval Hearing, either in person or through your own attorney. If you appear through
22 your own attorney, you are responsible for paying that attorney. All written objections and
23 supporting papers should (a) clearly identify the case name and number (*Jennifer Wise v. Springs
Charter Schools, Inc.*, Case No. RIC2002359), (b) be submitted to the Settlement Administrator
24 by mailing them to the Settlement Administrator, Phoenix Settlement Administrators,
<<settlement administrator mailing address>>, and (c) be filed or postmarked on or before
25 <<response deadline>>. If the Settlement Administrator re-mailed your Class Notice to a new
26 address, you will have additional 15 days from the date of the re-mailed Class Notice to object.
Class Members may appear at the final approval hearing to be heard on their objections, even if
they have not previously served a written objection.

1 13. When and where will the Court decide whether to approve the settlement?

2 The Court will hold a fairness hearing on <<final approval hearing date>> at <<final approval
3 hearing time>> in Department 6 at the Riverside County Superior Court, Riverside Historic
4 Courthouse, 4050 Main Street, Riverside, CA 92501 (The Honorable Sunshine Sykes presiding).
5 At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate.
6 If there are objections that were properly made, the Court will consider them. The Court will
7 listen to people who have asked to speak at the hearing. The Court may also decide how much
8 to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the
9 settlement. We do not know how long this decision will take.

10 14. Do I have to come to the hearing?

11 No. Class Counsel will answer any questions that the Court may have. But, you are welcome to
12 come at your own expense. If you sent an objection, you do not have to come to Court to talk
13 about it. As long as you timely mailed your written objection, the Court will consider it. You
14 may also pay your own lawyer to attend, but it is not required.

15 15. May I speak at the hearing?

16 Regardless of whether you properly objected to the settlement, you may speak at the fairness
17 hearing.

18 16. What happens if I do nothing at all?

19 You will participate in the settlement and receive payment. You will be bound by the release as
20 set forth herein.

21 **GETTING MORE INFORMATION**

22 This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel
23 or the Settlement Administrator if you would like more information about the case. You may
24 call <<settlement administrator phone number>> or write the Settlement Administrator, Phoenix
25 Settlement Administrators, located at <<settlement administrator mailing address>>.

26 You can find the settlement agreement with this information: (i) Plaintiff Jennifer Wise’s Notice
27 Of Motion For Preliminary Approval Of Class Action Settlement, filed [REDACTED], 2022 (ii)
28 visiting the Riverside County Superior Court, located at Riverside Historic Courthouse, 4050
Main Street, Riverside, CA 92501; or (iii) accessing the Riverside County Superior Court’s
website at <https://www.riverside.courts.ca.gov/>.

You can also access the Riverside County Superior Court’s Online Services at
https://www._____, or by visiting the Clerk’s Office at the Riverside County
Superior Court, Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501),
between _:_0 a.m. and _:_0 p.m., Monday through Friday, excluding Court holidays.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

EXHIBIT 17

FIRST AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is between Jennifer Wise (“Plaintiff”), and Defendants Springs Charter Schools, Inc., River Springs Charter School, Inc., Empire Springs Charter School, Inc., Harbor Springs Charter School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter School, Inc., and Pacific Springs Charter School, Inc. (collectively “Defendants”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The lawsuit currently pending in the Riverside County Superior Court, entitled *Jennifer Wise v. River Springs Charter School, Inc. et al.*, case number RIC2002359.
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$10,000. All Administration Costs shall be paid from the Gross Settlement Amount.
- C. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “First Amended Joint Stipulation and Settlement Agreement.”
- D. **Attorney Fee Award**: The amount, not to exceed one-third (1/3) of the Gross Settlement Amount or One Hundred Seventy Six Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$176,666.67), finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendants.
- E. **Class Counsel**: David G. Spivak of The Spivak Law Firm and Walter Haines of United Employees Law Group.
- F. **Class Notice or Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- G. **Class Period**: July 1, 2016 through the date the Court grants preliminary approval of the Settlement.
- H. **Class Representative or Plaintiff**: Jennifer Wise.
- I. **Class Representative General Release Payment**: The amount the Court awards to Plaintiff for her execution of a broader general release of claims

against Defendants than Participating Class Members' release, which will not exceed Five Thousand Dollars (\$5,000.00). This payment shall be paid from the Gross Settlement Amount and will not be opposed by Defendants and is being offered in consideration for the Plaintiff executing a general release of claims against Defendants, a release that is broader than any Participating Class Member will provide in consideration for a settlement share.

- J. **Cost Award:** The amount that the Court orders Defendants to pay Class Counsel for payment of actual litigation costs, which shall not exceed Fifteen Thousand Dollars (\$15,000.00). The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendants. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- K. **Counsel for Defendants:** Adrienne L. Conrad, Lara P. Besser, and Jaclyn M. Reinhart of Jackson Lewis P.C.
- L. **Defendants:** Springs Charter Schools, Inc., River Springs Charter School, Inc., Empire Springs Charter School, Inc., Harbor Springs Charter School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter School, Inc., and Pacific Springs Charter School, Inc.
- M. **OMITTED**
- N. **Disbursement of the Settlement:** The date on which the Settlement Administrator shall disburse the Gross Settlement Amount as indicated herein. Under the terms of this Settlement Agreement, within ten (10) business days after receipt of the Settlement funds from Defendants, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court. Defendants shall separately pay their portion of payroll taxes as the Settlement Class Members' current or former employer.
- O. **Effective Final Settlement Date:** The effective date of this Settlement will be when the final approval of the settlement or judgment can no longer be appealed, or, if there are no objectors, no parties in intervention at the time the court grants final approval of the settlement, and no post judgment challenges to the judgment, ten (10) calendar days from the date the court enters judgment granting final approval of the settlement.

- P. Funding of Settlement:** Defendants shall remit to the Settlement Administrator the Gross Settlement Amount within ten (10) calendar days of the Effective Final Settlement Date.
- Q. Final Judgment or Final Approval:** The final order entered by the Court finally approving this Agreement.
- R. Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Five Hundred and Thirty Thousand Dollars and Zero Cents (\$530,000.00). This is the gross amount Defendants can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court. Defendants will pay their portion of payroll taxes as the Class Members' current or former employee separate and in addition to the GSA. No portion of the Gross Settlement Amount will revert to Defendants for any reason.
- S. Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- T. LWDA:** California Labor and Workforce Development Agency.
- U. Net Settlement Amount or NSA:** The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative General Release Payment, the portion of the PAGA Payment paid to the LWDA, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Class Members who do not request exclusion from the Settlement. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the individual settlement shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the share.
- V. PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- W. PAGA Payment:** The PAGA Payment consists of Four Thousand Dollars and Zero Cents (\$4,000.00) of the Gross Settlement Amount allocated to satisfy the

PAGA penalties claim as alleged in the in the Complaint. Seventy-five percent (75%) of the PAGA Payment, or Three Thousand Dollars and Zero Cents (\$3,000.00) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment, or One Thousand Dollars and Zero Cents (\$1,000.00) shall be part of the Net Settlement Amount distributed to Participating Class Members.

- X. **Participating Class Members:** All Settlement Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- Y. **Parties:** Plaintiff Jennifer Wise as an individual and as Class Representative, and Defendants Springs Charter Schools, Inc., River Springs Charter School, Inc., Empire Springs Charter School, Inc., Harbor Springs Charter School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter School, Inc., and Pacific Springs Charter School, Inc.
- Z. **Preliminary Approval or Preliminary Approval Order:** The Court's order preliminarily approving the proposed Settlement.
- AA. **Qualified Settlement Fund or QSF:** The Parties agree that the GSA is intended to be a "Qualified Settlement Fund" or "QSF" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- BB. **Released Claims:** Putative class members who do not opt out of the settlement will release all claims stated in or based upon the facts alleged in the Complaint, the First Amended Complaint, the Second Amended Complaint, and the Third Amended Complaint from July 1, 2016 through the date of preliminary court approval of the settlement.
- CC. **Released Parties:** Defendants and any of Defendants' respective officers, directors, employees, and agents.
- DD. **Response Deadline:** Sixty (60) calendar days from the initial mailing of the Notice.
- EE. **Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address Defendants have on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Notice will inform Class Members that they have until the Response

Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

FF. Settlement Administrator: The third party administrator agreed upon by Parties to administer this Settlement is Phoenix Settlement Administrators.

GG. Settlement Class: All persons who applied for employment with Defendants in California, were prospective employees of Defendants in California, and/or who Defendants employed in California at any time between July 1, 2016 through the date of Preliminary Approval. The Settlement Class includes only such persons that attended one of Defendants' "pre-employment" meetings. (The Class will not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement).

HH. Settlement Class Member: Each person eligible to participate in this Settlement who is a member of the Settlement Class as defined above.

II. Superior Court: Riverside County Superior Court.

II. RECITALS

A. The Action was filed by Plaintiff Jennifer Wise in the Riverside County Superior Court on July 1, 2020. The Complaint alleged causes of action on behalf of Plaintiff and the putative class members for violations of the California Labor Code for failure to pay minimum and overtime wages, failure to provide accurate itemized wage statements, and failure to pay for all wages owed at the time of termination, and a cause of action pursuant to California's Business & Professions Code §§ 17200, et. seq.

B. Before Defendants Answered the Complaint, Plaintiff filed and served a First Amended Complaint on July 16, 2020. The First Amended Complaint added a cause of action on behalf of Plaintiff and aggrieved employees pursuant to the Private Attorney General Act of 2004 ("PAGA") seeking civil penalties for violations of the California Labor Code alleged in the Complaint.

C. Defendants Answered the First Amended Complaint on September 25, 2020. In its answer Defendants affirmatively denied generally and specifically all claims raised in the complaint.

D. The parties attended mediation with Michael Loeb, Esq. of JAMS on June 9, 2021. In advance of mediation Defendants produced records to Plaintiff in preparation for mediation, including: the Plaintiff's personnel file and payroll records, Defendants' employee handbooks in effect during the class period,

detailed data regarding a sub-set of the putative class members, including their dates of employment, dates of attendance of an alleged “pre-employment meeting,” total hours attended and rates of pay. During mediation Defendant also shared confidential documents related to its financial situation as well. This substantial amount of data and information permitted Plaintiff to evaluate all of the class-wide claims prior to mediation.

- E.** After the matter did not resolve following a full day of arm’s-length mediation, the parties continued to negotiate in good faith and came to an agreement as to a settlement amount on or about December 16, 2021, and subsequently agreed to the principal terms of the Settlement, the terms of which are reflected herein.
- F. Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Settlement Class Members.
- G. Defendants’ Reasons for Settlement.** Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- H. Defendants’ Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendants assert a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only.

- I. Plaintiff's Claims.** Plaintiff asserts that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Settlement Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiff, Settlement Class Members, and Class Counsel will not oppose Defendants' efforts to use this Agreement to prove that Plaintiff and Settlement Class Members have resolved and are forever barred from re-litigating the Released Claims. Final approval of this Settlement operates as full satisfaction of the Released Claims and will have preclusive effect as to those claims in any subsequent proceeding.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, excluding all payroll taxes, that Defendants are obligated to pay under this Settlement Agreement is Five Hundred Thirty Thousand Dollars and Zero Cents (\$530,000.00).
- B. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Settlement Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Settlement Class as defined in this Agreement.
- C. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Settlement Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendants reserve the right to contest any issues relating to class certification and liability.
- D. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff Jennifer Wise shall be appointed as representative for the Settlement Class.
- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Settlement Class.

F. Individual Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

1. Calculation.

a. Individual Settlement Share Calculation. Each Participating Class Member will receive an equal share of the Net Settlement Amount. The value of each Class Member's Individual Settlement Share ties directly to the one day they attended an alleged "pre-employment" meeting.

2. Tax Withholdings. Each putative class member's gross settlement award will be apportioned as follows: Twenty percent (20%) as wages and Eighty percent (80%) as interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be taken from each Class Member's Individual Settlement Share.

G. Constituents of GSA Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:

1. To the Named Plaintiff: In addition to her Individual Settlement Share, and subject to the Court's approval, the named Plaintiff, Jennifer Wise, will receive up to Five Thousand and Zero Cents (\$5,000.00) in consideration for providing Defendants a General Release, a release that is broader than the claims released by Participating Class Members. The Settlement Administrator will pay the Class Representative Enhancement/General Release Payment out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative General Release Payment. An IRS Form 1099 will be issued to the Plaintiff with respect to her General Release Payment.

2. To Class Counsel. Class Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed one-third (1/3 or \$176,666.67) of the GSA and a Cost Award not to exceed Fifteen Thousand Dollars (\$15,000.00). The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Fund. The Settlement Administrator

may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

- 3. To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. To the Responsible Tax Authorities. Defendants will pay their portion of payroll taxes as the Class Members' current or former employer separate and in addition to the GSA (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes and forward those amounts to Defendants for payment.
- 4. To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$10,000. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- 5. To the LWDA.** The Settlement Administrator will allocate Four Thousand Dollars and Zero Cents (\$4,000.00) of the Gross Settlement Amount to satisfy the PAGA penalties claim as alleged in the First Amended Complaint. Seventy-five percent (75% or \$3,000.00) of the PAGA Payment shall be paid to the LWDA, and twenty-five percent (25% or \$1,000.00) of the PAGA Payment shall be part of the Net Settlement Amount distributed to Participating Class Members.
- 6. To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.

H. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix Settlement Administrators shall be retained to serve as Settlement Administrator. The Parties each represent that they do not have any financial interest in Phoenix Settlement Administrators or otherwise have a relationship with Phoenix Settlement Administrators that could create a conflict of interest.

I. Duties of the Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice to the Settlement Class Members; keeping track of any objections or requests for exclusion from Settlement Class Members; performing skip traces and re-mailing Notices and Individual Settlement Shares to Settlement Class Members; calculating any and all payroll tax deductions as required by law; calculating each Settlement Class Member's Individual Settlement Share; providing weekly status reports to Defendants' Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing Defendants' Counsel and Class Counsel with a settlement timeline of events (i.e. expected dates for receiving class data, notice mailing, response deadline, funding of settlement, disbursement of settlement, uncashed check expiration date, and deposit of uncashed funds to the state Legal Aid at Work; providing updates to Defendants' Counsel and Class Counsel regarding the funding and disbursement of the GSA; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to Legal Aid at Work; and for such other tasks as the Parties mutually agree.

J. Procedure for Approving Settlement.

1. Discovery Stay Pending Approval of the Settlement.

- a.** To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery and other proceedings shall be stayed pending Court approval of the Settlement. Class Counsel further agrees not to initiate communication (oral and written) with the Released Parties' current employees pending the Court's preliminary approval of the Settlement.

2. Motion for Preliminary Approval and Conditional Certification.

- a.** The Parties will file a Notice of Proposed Class Action Settlement with the Court and contact the Court clerk to secure the earliest available date that is convenient to the Parties as the preliminary approval hearing date. If for any reason that date is not available for the preliminary approval hearing date, the Parties agree to approach the Court *ex parte* to specially set the hearing on Plaintiff's motion for preliminary approval.
- b.** Plaintiff will circulate to Defendants' Counsel a draft motion for preliminary approval and order thereon prior to filing them with the Court. Upon receiving and incorporating input from the Defendants' Counsel, Plaintiff's Counsel will then file that motion for preliminary approval and order.
- c.** Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice.
- d.** Plaintiff's draft of the Preliminary Approval Order will include a provision enjoining Settlement Class Members from filing claims before the California Division of Labor Standards Enforcement ("DLSE"), or from initiating other proceedings regarding the Released Claims against the Released Parties until they opt-out of Settlement Class. This provision is intended to provide all Settlement Class Members the opportunity to participate in or opt-out of the Settlement, and to ensure finality of the Settlement and the Released Claims to the fullest extent permitted by law.
- e.** At the Preliminary Approval hearing, the Parties will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
- f.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative General Release Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered

separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative General Release Payment shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and Class Representative General Release Payment.

- g.** Plaintiff shall be responsible for the timely service and electronic submission of the Settlement Agreement and related filings in the Action.

3. Notice to Settlement Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

- a. Class Data to Settlement Administrator.** Within ten (10) calendar days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator an electronic database, which will list for each Settlement Class Member: (1) first and last name; (2) last known mailing address; (3) last known telephone numbers; and (4) social security number (collectively "Database"). If any or all of this information is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Database shall be based on Defendants' payroll, personnel, and other business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential. The Parties agree the Settlement Class Members' contact information and Social Security numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement, and will not be provided to Class Counsel at any time or in any form.
- b. Notice Mailing.** Within fifteen (15) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendants and the results of the skip trace performed on all former employee Class Members.

- c. Returned Notices and Re-mailing Efforts.** If a Class Notice is returned because of an incorrect address, within three (3) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. The Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.
- d. Weekly Status Reports.** The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.
- e. Response Deadline.** The Settlement Class Members will have Sixty (60) days from the date of the mailing in which to object to the Settlement or to postmark requests for exclusion from the Settlement.
- f. Settlement Administrator's Declaration.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement, including the number of requests for exclusion and objections received, the estimated average and high Individual Settlement Shares to Participating Class Members, as well as any other additional information requested by the Parties. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its

declaration of due diligence if any material changes occur from the date of the filing of its prior declaration. The Settlement Administrator will provide any additional declarations needed for the Court approval and disbursement of the Settlement.

4. Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.

a. Format. Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

b. Notice of Intent to Appear. Class Members who timely file valid objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel, provided the objector has first notified the Settlement Administrator by sending his/her written objections to the Settlement Administrator, postmarked no later than the Response Deadline.

5. Request for Exclusion from the Settlement ("Opt-Out"). The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

a. Confirmation of Authenticity. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who

does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

- b. Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Settlement Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Settlement Class Members, the number of re-mailed Notices returned as undeliverable, the number of Settlement Class Members who objected to the Settlement and copies of their submitted objections, the number of Settlement Class Members who returned valid requests for exclusion, and the number of Settlement Class Members who returned invalid requests for exclusion. This report can be in the form of a declaration by the Settlement Administrator to be filed with Plaintiff's motion for final approval.

6. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

7. Defendants' Option to Void Settlement. Defendants may void the Settlement if the number of requests for exclusion exceeds ten percent (10%) of the Settlement Class. However, Defendants shall not be required to void the Settlement. Defendants agree to notify Class Counsel of any such decision no later than fourteen (14) calendar days following the Response Deadline.

8. Motion for Final Approval.

- a. Motion Drafting and Filing.** Class Counsel will draft and file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative General Release Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Class Members who do not opt out of the Settlement.

- b. Final Approval Not Granted.** If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed, vacated, or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative General Release Payment, Attorney Fee Award, or Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - c. Final Approval Order and Judgment.** Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law. Prior to filing the Final Approval Order and Judgment, Class Counsel will circulate it to Defendants for review and approval.
- 9. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Settlement Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
- 10. Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A

material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

11. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendants can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. Plaintiff shall be responsible for any attorneys' liens related to this Action or the Maximum Settlement Amount. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendants Counsel and Class Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

- a. **Funding the Settlement:** Defendants shall wire to the Settlement Administrator the Gross Settlement Amount and employer-side payroll taxes within ten (10) calendar days of the Effective Final Settlement Date.
- b. **Disbursement:** Within ten (10) calendar days after receipt of the Settlement funds from Defendants, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court; and (6) Defendants' portion of payroll taxes as the Settlement Class Members' current or former employer.

12. Uncashed Checks. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by

the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those Individual Settlement Share checks remaining uncashed, shall be distributed by the Settlement Administrator, to Legal Aid at Work.

13. Final Report by Settlement Administrator. Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

14. Defendants' Legal Fees. Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Fund.

K. Release of Claims. As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim in any forum against any of the Released Parties for any of the Released Claims.

L. Plaintiff's Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative General Release Payment to the named Plaintiff in an amount not to exceed Five Thousand Dollars (\$5,000.00), Plaintiff shall give the following general release of claims for herself and her respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of her signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to her employment with Defendants or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

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.

This release excludes any release of any claims not permitted to be released by law and any and all claims subject to the separate settlement agreement and release of Plaintiff's individual claims. This release also excludes Plaintiff's claims and prayers for relief stemming from the exercise of her rights under Labor Code sections 1030, 1031, and 1033, which are subject to a separate confidential settlement agreement between Plaintiff and the Defendants.

M. Miscellaneous Terms

- 1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiff's and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Class Representative General Release Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members. The Parties agree that any Class Representative General Release Payment and/or Individual Settlement Share paid to Plaintiff or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Class Representative General Release Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.
- 3. Publicity.** Plaintiff and Class Counsel agree that the terms of this Settlement (including but not limited to the GSA), the negotiations leading to this Settlement, and all documents related to the Settlement, shall not be discussed with, publicized, or promoted to the public prior to the Court preliminarily approving this Settlement, except as necessary to enforce the

terms of the Settlement. Notwithstanding the foregoing, Plaintiff and Class Counsel may tell the public in general only that certain claims “have been resolved by the parties.” This does not limit Class Counsel from referencing this Settlement, as needed, to any Court in support of their adequacy as Class Counsel.

- 4. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 5. Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendants’ Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
- 6. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 7. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Superior Court.
- 8. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

- 9. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 10. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 11. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 12. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 13. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Settlement Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Settlement Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of such taxes.
- 14. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 15. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this

Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

16. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

17. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

[Signatures on Next Page]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 04 / 10 / 2023, 2023

PLAINTIFF JENNIFER WISE



Jennifer Wise

Dated: _____, 2023

DEFENDANT SPRINGS CHARTER SCHOOLS, INC.

Tanya Rogers
Assistant Superintendent of Business

Dated: _____, 2023

DEFENDANT RIVER SPRINGS CHARTER SCHOOL, INC

Tanya Rogers
Chief Financial Officer

Dated: _____, 2023

DEFENDANT EMPIRE SPRINGS CHARTER SCHOOL, INC.,

Tanya Rogers
Assistant Superintendent of Business

Dated: _____, 2023

DEFENDANT HARBOR SPRINGS CHARTER SCHOOL, INC.

Tanya Rogers
Assistant Superintendent of Business

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, 2023

PLAINTIFF JENNIFER WISE

Jennifer Wise

Dated: April 10, 2023

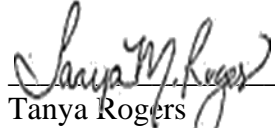
**DEFENDANT SPRINGS CHARTER
SCHOOLS, INC.**



Tanya Rogers
Assistant Superintendent of Business

Dated: April 10, 2023

**DEFENDANT RIVER SPRINGS CHARTER
SCHOOL, INC**



Tanya Rogers
Chief Financial Officer

Dated: April 10, 2023

**DEFENDANT EMPIRE SPRINGS CHARTER
SCHOOL, INC.,**



Tanya Rogers
Assistant Superintendent of Business

Dated: April 10, 2023

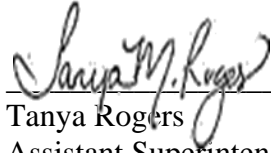
**DEFENDANT HARBOR SPRINGS CHARTER
SCHOOL, INC.**



Tanya Rogers
Assistant Superintendent of Business

Dated: April 10, 2023

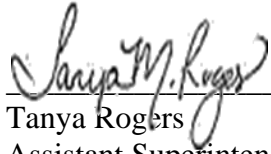
DEFENDANT CITRUS SPRINGS CHARTER SCHOOL, INC.



Tanya Rogers
Assistant Superintendent of Business

Dated: April 10, 2023

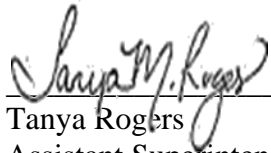
DEFENDANT VISTA SPRINGS CHARTER SCHOOL, INC.



Tanya Rogers
Assistant Superintendent of Business

Dated: April 10, 2023

DEFENDANT PACIFIC SPRINGS CHARTER SCHOOL, INC.



Tanya Rogers
Assistant Superintendent of Business

=

Dated: _____, 2023

THE SPIVAK LAW FIRM

David G. Spivak
Attorneys for Plaintiff, on behalf of herself and all others similarly situated

Dated: _____, 2023

UNITED EMPLOYEES LAW GROUP

Walter Haines
Attorneys for Plaintiff, on behalf of herself and all others similarly situated

Dated: _____, 2023

DEFENDANT CITRUS SPRINGS CHARTER SCHOOL, INC.

Tanya Rogers
Assistant Superintendent of Business

Dated: _____, 2023

DEFENDANT VISTA SPRINGS CHARTER SCHOOL, INC.

Tanya Rogers
Assistant Superintendent of Business

Dated: _____, 2023

DEFENDANT PACIFIC SPRINGS CHARTER SCHOOL, INC.

Tanya Rogers
Assistant Superintendent of Business

=
04 / 07 / 2023

Dated: _____, 2023

THE SPIVAK LAW FIRM

David Spivak

David G. Spivak
Attorneys for Plaintiff, on behalf of herself and all others similarly situated

Dated: _____, 2023

UNITED EMPLOYEES LAW GROUP

Walter Haines
Attorneys for Plaintiff, on behalf of herself and all others similarly situated

Dated: _____, 2023

DEFENDANT CITRUS SPRINGS CHARTER SCHOOL, INC.

Tanya Rogers
Assistant Superintendent of Business

Dated: _____, 2023

DEFENDANT VISTA SPRINGS CHARTER SCHOOL, INC.

Tanya Rogers
Assistant Superintendent of Business

Dated: _____, 2023

DEFENDANT PACIFIC SPRINGS CHARTER SCHOOL, INC.

Tanya Rogers
Assistant Superintendent of Business

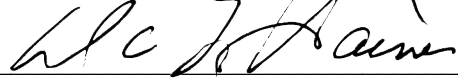
Dated: _____, 2023

THE SPIVAK LAW FIRM

David G. Spivak
Attorneys for Plaintiff, on behalf of herself and all others similarly situated

Dated: April 10, 2023

UNITED EMPLOYEES LAW GROUP



Walter Haines
Attorneys for Plaintiff, on behalf of herself and all others similarly situated

Dated: April 10, 2023

JACKSON LEWIS, PC



Adrienne L. Conrad

Lara P. Besser

Jaclyn M. Reinhart

Attorneys for Defendants

EXHIBIT 18

FIRST AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is between Jennifer Wise (“Plaintiff”), and Defendants [Springs Charter Schools, Inc.](#), River Springs Charter School, Inc. ~~and~~, [Empire Springs Charter School, Inc.](#), [Harbor Springs Charter School, Inc.](#), [Citrus Springs Charter School, Inc.](#), [Vista Springs Charter School, Inc.](#), and [Pacific Springs Charter School, Inc.](#) (“collectively “Defendants”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The lawsuit currently pending in the Riverside County Superior Court, entitled *Jennifer Wise v. River Springs Charter School, Inc. et al.*, case number RIC2002359.
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$10,000. All Administration Costs shall be paid from the Gross Settlement Amount.
- C. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “[First Amended](#) Joint Stipulation and Settlement Agreement.”
- D. **Attorney Fee Award**: The amount, not to exceed one-third (1/3) of the Gross Settlement Amount or One Hundred Seventy Six Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$176,666.67), finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendants.
- E. **Class Counsel**: David G. Spivak of The Spivak Law Firm and Walter Haines of United Employees Law Group.
- F. **Class Notice or Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- G. **Class Period**: July 1, 2016 through the date the Court grants preliminary approval of the Settlement.
- H. **Class Representative or Plaintiff**: Jennifer Wise.
- I. **Class Representative General Release Payment**: The amount the Court awards to Plaintiff for her execution of a broader general release of claims

against Defendants than Participating Class Members' release, which will not exceed Five Thousand Dollars (\$5,000.00). This payment shall be paid from the Gross Settlement Amount and will not be opposed by Defendants and is being offered in consideration for the Plaintiff executing a general release of claims against Defendants, a release that is broader than any Participating Class Member will provide in consideration for a settlement share.

J. Cost Award: The amount that the Court orders Defendants to pay Class Counsel for payment of actual litigation costs, which shall not exceed Fifteen Thousand Dollars (\$15,000.00). The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendants. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

K. Counsel for Defendants: Adrienne L. Conrad, Lara P. Besser, and Jaclyn M. Reinhart of Jackson Lewis P.C.

~~**L. Defendants:** [Springs Charter Schools, Inc.](#), River Springs Charter School, Inc. and [Springs Charter School, Inc.](#)~~

~~**M.L. Defendants' Affiliated or Related Entities:** Consist of., Empire Springs Charter School, Inc. ~~(located in Temecula, California);~~, Harbor Springs Charter School, Inc. ~~(located in Julian, California);~~, Citrus Springs Charter School, Inc. ~~(located in Santa Ana, California);~~, Vista Springs Charter School, Inc. ~~(located in Vista, California);~~ and Pacific Springs Charter School, Inc. ~~(located in Chula Vista, California).~~~~

M. OMITTED

N. Disbursement of the Settlement: The date on which the Settlement Administrator shall disburse the Gross Settlement Amount as indicated herein. Under the terms of this Settlement Agreement, within ten (10) business days after receipt of the Settlement funds from Defendants, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court. Defendants shall separately pay their portion of payroll taxes as the Settlement Class Members' current or former employer.

O. Effective Final Settlement Date: The effective date of this Settlement will be when the final approval of the settlement or judgment can no longer be

appealed, or, if there are no objectors, no parties in intervention at the time the court grants final approval of the settlement, and no post judgment challenges to the judgment, ten (10) calendar days from the date the court enters judgment granting final approval of the settlement.

- P. Funding of Settlement:** Defendants shall remit to the Settlement Administrator the Gross Settlement Amount within ten (10) calendar days of the Effective Final Settlement Date.
- Q. Final Judgment or Final Approval:** The final order entered by the Court finally approving this Agreement.
- R. Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Five Hundred and Thirty Thousand Dollars and Zero Cents (\$530,000.00). This is the gross amount Defendants can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court. Defendants will pay their portion of payroll taxes as the Class Members' current or former employee separate and in addition to the GSA. No portion of the Gross Settlement Amount will revert to Defendants for any reason.
- S. Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- T. LWDA:** California Labor and Workforce Development Agency.
- U. Net Settlement Amount or NSA:** The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative General Release Payment, the portion of the PAGA Payment paid to the LWDA, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Class Members who do not request exclusion from the Settlement. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the individual settlement shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the share.

- V. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- W. **PAGA Payment**: The PAGA Payment consists of Four Thousand Dollars and Zero Cents (\$4,000.00) of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the in the Complaint. Seventy-five percent (75%) of the PAGA Payment, or Three Thousand Dollars and Zero Cents (\$3,000.00) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment, or One Thousand Dollars and Zero Cents (\$1,000.00) shall be part of the Net Settlement Amount distributed to Participating Class Members.
- X. **Participating Class Members**: All Settlement Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- Y. **Parties**: Plaintiff Jennifer Wise as an individual and as Class Representative, and Defendants [Springs Charter Schools, Inc.](#), [River Springs Charter School, Inc.](#), [Empire Springs Charter School, Inc.](#), [Harbor Springs Charter School, Inc.](#), [Citrus Springs Charter School, Inc.](#), [Vista Springs Charter School, Inc.](#), and [Pacific Springs Charter School, Inc.](#)
- Z. **Preliminary Approval or Preliminary Approval Order**: The Court’s order preliminarily approving the proposed Settlement.
- AA. **Qualified Settlement Fund or QSF**: The Parties agree that the GSA is intended to be a “Qualified Settlement Fund” or “QSF” under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- BB. **Released Claims**: Putative class members who do not opt out of the settlement will release all claims ~~under state, federal, and local law arising out of stated in~~ or ~~related to~~ based upon the ~~allegations made~~ facts alleged in the Complaint, the First Amended Complaint, ~~and~~ the Second Amended Complaint, and ~~all other claims that could have been pleaded based on the facts asserted in the Action (the “Released Claims”). This includes but is not limited to: failure to pay straight and regular wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest periods; failure to pay wages due at termination; failure to provide itemized wage statements; failure to pay employees twice a month; violation of Business and Professions Code section 17200, et seq.; PAGA claims for civil penalties due to the alleged Labor Code violations and by Defendants during the Class Period including California Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197,~~

~~1198, and 2698 *et seq.*, IWC Wage Order 4-2001; Cal. Code of Regulations sections 11040(11) and (12); penalties that could have arisen out of the facts alleged in the Complaint, First the Third Amended Complaint and Second Amended Complaint, including waiting time penalties and missed breaks; interest; attorneys' fees and costs; and any other claims arising out of or related to the Complaint, the First Amended Complaint and the Second Amended Complaint, from July 1, 2016 through the date of Preliminary Approval. preliminary court approval of the settlement.~~

~~CC. **Released Parties:** Defendants, any of Defendants' successors, present and former parents, subsidiaries and affiliated companies or entities, which consist of Defendants' Affiliated or Related Entities, their respective officers, directors, employees, partners, shareholders and agents, as well as any other successors, assigns and legal representatives and their related persons and entities, and any individual or entity that could be liable for any of the Released Claims, and Defendants' counsel of record in the Action. Empire Springs Charter School, Inc.; Harbor Springs Charter School, Inc.; Citrus Springs Charter School, Inc.; Vista Springs Charter School, Inc.;~~ **Released Parties:** Defendants and any of Defendants' respective officers, directors, employees, and agents.

~~CC. and Pacific Springs Charter School, Inc. are affiliated or related entities with Springs Charter School, Inc., and each such entity conducted the alleged "pre-employment" meetings that are the subject of this action during the relevant time period.~~

DD. Response Deadline: Sixty (60) calendar days from the initial mailing of the Notice.

EE. Settlement Administration: The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address Defendants have on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

FF. Settlement Administrator: The third party administrator agreed upon by Parties to administer this Settlement is Phoenix Settlement Administrators.

GG. Settlement Class: All persons who ~~either~~ applied for employment with Defendants ~~and related or affiliated entities~~ in California, were prospective employees of Defendants ~~or related or affiliated entities~~ in California, ~~and/or~~ who ~~were employed by~~ Defendants ~~or Defendants' Affiliated or Related Entities, and attended one of Defendants' (or Defendants' Affiliated or Related~~

~~Entities) alleged “pre-employment” meetings, employed in California~~ at any time between July 1, 2016 through the date of Preliminary Approval. The Settlement Class includes only such persons that attended one of Defendants’ “pre-employment” meetings. (The Class will not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement).

HH. Settlement Class Member: Each person eligible to participate in this Settlement who is a member of the Settlement Class as defined above.

II. Superior Court: ~~San Diego~~Riverside County Superior Court.

II. RECITALS

- A.** The Action was filed by Plaintiff Jennifer Wise in the Riverside County Superior Court on July 1, 2020. The Complaint alleged causes of action on behalf of Plaintiff and the putative class members for violations of the California Labor Code for failure to pay minimum and overtime wages, failure to provide accurate itemized wage statements, and failure to pay for all wages owed at the time of termination, and a cause of action pursuant to California’s Business & Professions Code §§ 17200, et. seq.
- B.** Before Defendants Answered the Complaint, Plaintiff filed and served a First Amended Complaint on July 16, 2020. The First Amended Complaint added a cause of action on behalf of Plaintiff and aggrieved employees pursuant to the Private Attorney General Act of 2004 (“PAGA”) seeking civil penalties for violations of the California Labor Code alleged in the Complaint.
- C.** Defendants Answered the First Amended Complaint on September 25, 2020. In its answer Defendants affirmatively denied generally and specifically all claims raised in the complaint.
- D.** The parties attended mediation with Michael Loeb, Esq. of JAMS on June 9, 2021. In advance of mediation Defendants produced records to Plaintiff in preparation for mediation, including: the Plaintiff’s personnel file and payroll records, Defendants’ employee handbooks in effect during the class period, detailed data regarding a sub-set of the putative class members, including their dates of employment, dates of attendance of an alleged “pre-employment meeting,” total hours attended and rates of pay. During mediation Defendant also shared confidential documents related to its financial situation as well. This substantial amount of data and information permitted Plaintiff to evaluate all of the class-wide claims prior to mediation.
- E.** After the matter did not resolve following a full day of arm’s-length mediation, the parties continued to negotiate in good faith and came to an agreement as to

a settlement amount on or about December 16, 2021, and subsequently agreed to the principal terms of the Settlement, the terms of which are reflected herein.

- F. Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Settlement Class Members.
- G. Defendants' Reasons for Settlement.** Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- H. Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendants assert a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only.
- I. Plaintiff's Claims.** Plaintiff asserts that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Settlement Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiff, Settlement Class Members, and Class Counsel will not oppose Defendants' efforts to use this Agreement to prove that Plaintiff and Settlement Class Members have resolved and are forever barred from re-litigating the Released Claims. Final

approval of this Settlement operates as full satisfaction of the Released Claims and will have preclusive effect as to those claims in any subsequent proceeding.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, ~~including~~excluding all payroll taxes, that Defendants are obligated to pay under this Settlement Agreement is Five Hundred Thirty Thousand Dollars and Zero Cents (\$530,000.00).
- B. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Settlement Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Settlement Class as defined in this Agreement.
- C. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Settlement Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendants reserve the right to contest any issues relating to class certification and liability.
- D. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff Jennifer Wise shall be appointed as representative for the Settlement Class.
- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Settlement Class.
- F. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

1. Calculation.

- a. Individual Settlement Share Calculation.** Each Participating Class Member will receive an equal share of the Net Settlement Amount. The value of each Class Member's Individual Settlement Share ties directly to the one day they attended an alleged "pre-employment" meeting.

2. **Tax Withholdings.** Each putative class member's gross settlement award will be apportioned as follows: Twenty percent (20%) as wages and Eighty percent (80%) as interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be taken from each Class Member's Individual Settlement Share.

G. Constituents of GSA Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:

1. **To the Named Plaintiff:** In addition to her Individual Settlement Share, and subject to the Court's approval, the named Plaintiff, Jennifer Wise, will receive up to Five Thousand and Zero Cents (\$5,000.00) in consideration for providing Defendants a General Release, a release that is broader than the claims released by Participating Class Members. The Settlement Administrator will pay the Class Representative Enhancement/General Release Payment out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative General Release Payment. An IRS Form 1099 will be issued to the Plaintiff with respect to her General Release Payment.
2. **To Class Counsel.** Class Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed one-third (1/3 or \$176,666.67) of the GSA and a Cost Award not to exceed Fifteen Thousand Dollars (\$15,000.00). The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Fund. The Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall

become part of the NSA and be available for distribution to Participating Class Members.

- 3. To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. ~~Out of each Individual Settlement Share, To the Settlement Administrator shall also~~ Responsible Tax Authorities. Defendants will pay ~~the Defendants'~~ their portion of payroll taxes as the Class Members' current or former employer separate and in addition to the GSA (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes and forward those amounts to ~~the appropriate taxing authorities.~~ Defendants for payment.
- 4. To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$10,000. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- 5. To the LWDA.** The Settlement Administrator will allocate Four Thousand Dollars and Zero Cents (\$4,000.00) of the Gross Settlement Amount to satisfy the PAGA penalties claim as alleged in the First Amended Complaint. Seventy-five percent (75% or \$3,000.00) of the PAGA Payment shall be paid to the LWDA, and twenty-five percent (25% or \$1,000.00) of the PAGA Payment shall be part of the Net Settlement Amount distributed to Participating Class Members.
- 6. To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.

H. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix Settlement Administrators shall be retained to serve as Settlement Administrator. The Parties each represent that they do not have any financial interest in Phoenix Settlement Administrators or otherwise have a relationship with Phoenix Settlement Administrators that could create a conflict of interest.

I. Duties of the Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice to the Settlement Class Members; keeping track of any objections or requests for exclusion from Settlement Class Members; performing skip traces and re-mailing Notices and Individual Settlement Shares to Settlement Class Members; calculating any and all payroll tax deductions as required by law; calculating each Settlement Class Member's Individual Settlement Share; providing weekly status reports to Defendants' Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing Defendants' Counsel and Class Counsel with a settlement timeline of events (i.e. expected dates for receiving class data, notice mailing, response deadline, funding of settlement, disbursement of settlement, uncashed check expiration date, and deposit of uncashed funds to the state ~~Controller's Office—Unclaimed Property Fund~~ Legal Aid at Work); providing updates to Defendants' Counsel and Class Counsel regarding the funding and disbursement of the GSA; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to Legal Aid at Work; and for such other tasks as the Parties mutually agree.

J. Procedure for Approving Settlement.

1. Discovery Stay Pending Approval of the Settlement.

- a. To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery and other proceedings shall be stayed pending Court approval of the Settlement. Class Counsel further agrees not to initiate communication (oral and written) with the Released Parties' current employees pending the Court's preliminary approval of the Settlement.

2. Motion for Preliminary Approval and Conditional Certification.

- a. The Parties will file a Notice of Proposed Class Action Settlement with the Court and contact the Court clerk to secure the earliest available date that is convenient to the Parties as the preliminary approval hearing date. If for any reason that date is not available for the preliminary approval hearing date, the Parties agree to approach the Court *ex parte* to specially set the hearing on Plaintiff's motion for preliminary approval.

- b. Plaintiff will circulate to Defendants' Counsel a draft motion for preliminary approval and order thereon prior to filing them with the Court. Upon receiving and incorporating input from the Defendants' Counsel, Plaintiff's Counsel will then file that motion for preliminary approval and order.
- c. Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice.
- d. Plaintiff's draft of the Preliminary Approval Order will include a provision enjoining Settlement Class Members from filing claims before the California Division of Labor Standards Enforcement ("DLSE"), or from initiating other proceedings regarding the Released Claims against the Released Parties until they opt-out of Settlement Class. This provision is intended to provide all Settlement Class Members the opportunity to participate in or opt-out of the Settlement, and to ensure finality of the Settlement and the Released Claims to the fullest extent permitted by law.
- e. At the Preliminary Approval hearing, the Parties will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
- f. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative General Release Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative General Release Payment shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award,

Administration Costs, and Class Representative General Release Payment.

- g. Plaintiff shall be responsible for the timely service and electronic submission of the Settlement Agreement and related filings in the Action.

3. Notice to Settlement Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

- a. **Class Data to Settlement Administrator.** Within ten (10) calendar days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator an electronic database, which will list for each Settlement Class Member: (1) first and last name; (2) last known mailing address; (3) last known telephone numbers; and (4) social security number (collectively “Database”). If any or all of this information is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Database shall be based on Defendants’ payroll, personnel, and other business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential. The Parties agree the Settlement Class Members’ contact information and Social Security numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement, and will not be provided to Class Counsel at any time or in any form.
- b. **Notice Mailing.** Within fifteen (15) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendants and the results of the skip trace performed on all former employee Class Members.
- c. **Returned Notices and Re-mailing Efforts.** If a Class Notice is returned because of an incorrect address, within three (3) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the

current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. The Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.

- d. Weekly Status Reports.** The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.
 - e. Response Deadline.** The Settlement Class Members will have Sixty (60) days from the date of the mailing in which to object to the Settlement or to postmark requests for exclusion from the Settlement.
 - f. Settlement Administrator's Declaration.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement, including the number of requests for exclusion and objections received, the estimated average and high Individual Settlement Shares to Participating Class Members, as well as any other additional information requested by the Parties. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration. The Settlement Administrator will provide any additional declarations needed for the Court approval and disbursement of the Settlement.
- 4. Objections to Settlement.** The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than

the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.

- a. Format.** Any Objections shall state: (a) the objecting person’s full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.
 - b. Notice of Intent to Appear.** Class Members who timely file valid objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector’s own counsel, provided the objector has first notified the Settlement Administrator by sending his/her written objections to the Settlement Administrator, postmarked no later than the Response Deadline.
- 5. Request for Exclusion from the Settlement (“Opt-Out”).** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member’s name, address, telephone number, and social security number or employee identification number; (b) state the Class Member’s intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

 - a. Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member’s identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

- b. Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Settlement Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Settlement Class Members, the number of re-mailed Notices returned as undeliverable, the number of Settlement Class Members who objected to the Settlement and copies of their submitted objections, the number of Settlement Class Members who returned valid requests for exclusion, and the number of Settlement Class Members who returned invalid requests for exclusion. This report can be in the form of a declaration by the Settlement Administrator to be filed with Plaintiff's motion for final approval.

- 6. No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

- 7. Defendants' Option to Void Settlement.** Defendants may void the Settlement if the number of requests for exclusion exceeds ten percent (10%) of the Settlement Class. However, Defendants shall not be required to void the Settlement. Defendants agree to notify Class Counsel of any such decision no later than fourteen (14) calendar days following the Response Deadline.

- 8. Motion for Final Approval.**
 - a. Motion Drafting and Filing.** Class Counsel will draft and file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative General Release Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Class Members who do not opt out of the Settlement.

 - b. Final Approval Not Granted.** If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed, vacated, or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the

Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative General Release Payment, Attorney Fee Award, or Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.

c. **Final Approval Order and Judgment.** Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law. Prior to filing the Final Approval Order and Judgment, Class Counsel will circulate it to Defendants for review and approval.

9. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Settlement Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

10. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

11. **Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall

distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendants can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. Plaintiff shall be responsible for any attorneys' liens related to this Action or the Maximum Settlement Amount. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendants Counsel and Class Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

- a. **Funding the Settlement:** Defendants- shall wire to the Settlement Administrator the Gross Settlement Amount and employer-side payroll taxes within ten (10) calendar days of the Effective Final Settlement Date.
- b. **Disbursement:** Within ten (10) calendar days after receipt of the Settlement funds from Defendants, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court; and (6) Defendants' portion of payroll taxes as the Settlement Class Members' current or former employer.

12. Uncashed Checks. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those Individual Settlement Share checks remaining uncashed, shall be distributed by the Settlement Administrator, to Legal Aid at Work.

13. Final Report by Settlement Administrator. Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

14. Defendants' Legal Fees. Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Fund.

K. Release of Claims. As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim in any forum against any of the Released Parties for any of the Released Claims.

L. Plaintiff's Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative General Release Payment to the named Plaintiff in an amount not to exceed Five Thousand Dollars (\$5,000.00), Plaintiff shall give the following general release of claims for herself and her respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of her signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to her employment with Defendants or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

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.

This release excludes any release of any claims not permitted to be released by law and any and all claims subject to the separate settlement agreement and release of Plaintiff's individual claims. This release also excludes Plaintiff's claims and prayers for relief stemming from the exercise of her rights under Labor Code sections 1030, 1031, and 1033, which are subject to a separate confidential settlement agreement between Plaintiff and the Defendants.

M. Miscellaneous Terms

- 1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiff's and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Class Representative General Release Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members. The Parties agree that any Class Representative General Release Payment and/or Individual Settlement Share paid to Plaintiff or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Class Representative General Release Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.
- 3. Publicity.** Plaintiff and Class Counsel agree that the terms of this Settlement (including but not limited to the GSA), the negotiations leading to this Settlement, and all documents related to the Settlement, shall not be discussed with, publicized, or promoted to the public prior to the Court preliminarily approving this Settlement, except as necessary to enforce the terms of the Settlement. Notwithstanding the foregoing, Plaintiff and Class Counsel may tell the public in general only that certain claims "have been resolved by the parties." This does not limit Class Counsel from referencing this Settlement, as needed, to any Court in support of their adequacy as Class Counsel.

- 4. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 5. Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
- 6. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 7. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Superior Court.
- 8. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- 9. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

- 10. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 11. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 12. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 13. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Settlement Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Settlement Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of such taxes.
- 14. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 15. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

16. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

17. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

[Signatures on Next Page]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, ~~2022~~2023 **PLAINTIFF JENNIFER WISE**

Jennifer Wise

Dated: _____, ~~2022~~2023 **DEFENDANT ~~RIVER SPRINGS CHARTER SCHOOLS, INC.~~ ~~and SPRINGS CHARTER SCHOOL, INC.~~**

Tanya ~~Rodgers~~Rogers
Assistant Superintendent of Business

Dated: _____, 2023 **DEFENDANT RIVER SPRINGS CHARTER SCHOOL, INC**

Tanya Rogers
Chief Financial Officer

Dated: _____, 2023 **DEFENDANT EMPIRE SPRINGS CHARTER SCHOOL, INC.,**

Tanya Rogers
Assistant Superintendent of Business

Dated: _____, ~~2022~~2023 **DEFENDANT HARBOR SPRINGS CHARTER SCHOOL, INC.**

Tanya Rogers
Assistant Superintendent of Business

Dated: _____, 2023 **DEFENDANT CITRUS SPRINGS CHARTER SCHOOL, INC.**

Tanya Rogers
Assistant Superintendent of Business

Dated: _____, 2023 **DEFENDANT VISTA SPRINGS CHARTER SCHOOL, INC.**

Tanya Rogers
Assistant Superintendent of Business

Dated: _____, 2023 **DEFENDANT PACIFIC SPRINGS CHARTER SCHOOL, INC.**

Tanya Rogers
Assistant Superintendent of Business

≡

Dated: _____, 2023 **THE SPIVAK LAW FIRM**

David G. Spivak
Attorneys for Plaintiff, on behalf of herself and all others similarly situated

Dated: _____, ~~2022~~2023 **UNITED EMPLOYEES LAW GROUP**

Walter Haines
Attorneys for Plaintiff, on behalf of herself and all others similarly situated

Dated: _____, [20222023](#) **JACKSON LEWIS, PC**

Adrienne L. Conrad
Lara P. Besser
Jaclyn M. Reinhart
Attorneys for Defendants

[4864-0195-5611, v. 3](#)

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Jennifer Wise v. Springs Charter Schools, Inc., et al., Case No. RIC2002359

As a person who applied for employment ~~and attended a preemployment meeting with,~~ was a prospective employee of, and/or were employed by Springs Charter Schools, Inc.,

CPT ID: <<CPT ID>> Please provide current address (if different) here:
<<Name>> _____
<<Address1>> _____
<<Address2>> _____
<<City>>, <<State>> <<Zip Code>> _____

~~or any "Related or Affiliated Entities (defined below) in California, including River Springs Charter School, Inc., Empire Springs Charter School, Inc., Harbor Springs Charter School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter School, Inc., or Pacific Springs Charter School, Inc., and attended a pre-employment meeting with such entity, you may be entitled to receive money from a class action settlement.~~

*The Riverside County Superior Court has authorized this Class Notice.
This is not a solicitation from a lawyer.*

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT IF YOU ARE A PERSON WHO APPLIED FOR ~~EMPLOYMENT AND ATTENDED A "PREEMPLOYMENT MEETING"~~ EMPLOYMENT WITH, WAS A PROSPECTIVE EMPLOYEE OF, AND/OR WERE EMPLOYED BY SPRINGS CHARTER SCHOOLS, INC., OR ANY RELATED OR AFFILIATED ENTITIES IN CALIFORNIA, INCLUDING, RIVER SPRINGS CHARTER SCHOOL, INC., EMPIRE SPRINGS CHARTER SCHOOL, INC., HARBOR SPRINGS CHARTER SCHOOL, INC., CITRUS SPRINGS CHARTER SCHOOL, INC., VISTA SPRINGS CHARTER SCHOOL, INC., OR PACIFIC SPRINGS CHARTER SCHOOL, INC., AND ATTENDED A PRE-EMPLOYMENT MEETING WITH SUCH ENTITY, BETWEEN JULY 21, 2016 AND <<THE DATE THE COURT GRANTS PRELIMINARY APPROVAL OF THE SETTLEMENT>>.

- A proposed settlement of \$530,000.00 (the "Gross Settlement Amount") will be used to pay claims to: All persons who ~~either~~ applied for employment with Defendants ~~and related or affiliated entities in California,~~ were prospective employees of Defendants ~~or related or affiliated entities in California,~~ or who were employed by Defendants ~~or Related or Affiliated entities in California,~~ and attended one of Defendants' ~~(or Defendants' Affiliated or Related Entities)~~ alleged pre-employment meetings during the "Class Period" of July 21, 2016 to <<the date the Court grants preliminary approval of the Settlement>> (the "Class Members"). ~~"Defendants' Affiliated or Related Entities" consist of Empire Springs Charter School, Inc. (located in Temecula, California); Harbor Springs Charter School, Inc. (located in Julian, California); Citrus Springs Charter School, Inc. (located in Santa Ana, California); Vista~~

~~Springs Charter School, Inc. (located in Vista, California); and Pacific Springs Charter School, Inc. (located in Chula Vista, California).~~ The Gross Settlement Amount includes (a) expenses and fees of the Settlement Administrator up to \$10,000.00; (b) a Class Representative Payment of \$5,000.00 to the Plaintiff Jennifer Wise as the class representative; (c) attorneys' fees of up to \$176,666.67 and litigation expenses of up to \$15,000.00 to Class Counsel; and (d) \$4,000.00 allocated to settle claims brought pursuant to the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* ("PAGA") (75% of which will go to the California Labor & Workforce Development Agency ("LWDA") and 25% of which will go to Class Members). The Court must approve these payments at the Final Approval Hearing.

- [Defendants will pay their portion of payroll taxes as the Class Members' current or former employer separate and in addition to the GSA \(including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.\) to the appropriate local, state, and federal taxing authorities. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes and forward those amounts to Defendants for payment.](#)
- Defendants estimated for purposes of mediation that there are 1,176 Class Members for the period of July 21, 2016 through December 31, 2021.
- The settlement resolves a lawsuit entitled *Jennifer Wise v. Springs Charter Schools, Inc., et al.*, Case No. RIC2002359 (the "Action") for Defendants' alleged failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to reimburse for preemployment testing, failure to maintain required payroll records, and other legal consequences that would follow from these failures, including claims under California's Business & Professions Code and PAGA. This settlement avoids the costs and risks from continuing the Action, pays money to persons like you, and releases Defendants from alleged liability.
- The Court has not made a determination of the validity of the claims in the Action. Defendants deny any and all liability arising from any of the claims and contend that they are not responsible for a failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to reimburse for preemployment testing, failure to timely pay wages, failure to maintain required payroll records, or related wrongs, and fully complied with all applicable laws.
- Each Participating Class Member will receive an equal share of the Net Settlement Amount. The value of each Class Member's Individual Settlement Share ties directly to the one day they attended an alleged "pre-employment" meeting.

**PLEASE READ THIS ENTIRE CLASS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

HOW MUCH WILL I GET?

It is expected that you will receive approximately <<Individual Settlement Payment amount>> from this Settlement. The average Individual Settlement Award per Class Member is \$ _____. A Class Member who worked at least one qualified week during the Class Period, will receive a minimum of \$ _____. The lowest estimated Individual Settlement Award is \$ _____) and the highest number is approximately _____ workweeks, resulting in the highest estimated Individual Settlement Award of \$ _____.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.
OPT OUT	Receive no payment and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Action. However, you may not opt out of the PAGA Released Claims.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court.
DISPUTE THE CALCULATION	If you feel that you deserve a higher individual settlement amount under the settlement agreement, you may dispute the Settlement Administrator's calculation by writing to the Settlement Administrator.
ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. If you timely file and serve a written objection, and if you also want to speak about your objection at the hearing, you should send a letter to the Settlement Administrator, Phoenix Settlement Administrators, providing notice of your intention to appear and speak at the hearing.

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

You were sent this Class Notice because you have a right to know about the proposed settlement in the Action and about all of your options before the Court rules on whether to finally approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments that the settlement allows. This Class Notice explains the Action, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the Riverside County Superior Court. The person who sued is called "Plaintiff" and the organizations -sued are called "Defendants."

2. What is the Action about?

In the Action, Jennifer Wise (“Plaintiff”) alleged multiple violations of the California Labor Code, the California Business & Professions Code, and PAGA, including causes of action for: failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to reimburse for preemployment testing, failure to timely pay wages, failure to maintain required payroll records, unfair competition under California’s Business & Professions Code, and claims for civil penalties for violations of the PAGA.

3. Why is there a settlement?

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Plaintiff won at trial. Defendants believe the Plaintiff would not prevail if this case went to trial. The Court has not decided in favor of the Plaintiff or Defendants. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, yet Class Members are still entitled to receive payments if they comply with the instructions in this Class Notice. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. Plaintiff has also, in addition to this Class Action settlement, reached her own individual settlement regarding claims ~~of~~ retaliation for exercising her right to express breastmilk in the workplace, pursuant to Labor Code §§ 1030, 1031 and 1034. The Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the Class Members.

The Court has determined that there is sufficient evidence to suggest that the proposed settlement is fair, adequate, and reasonable, and that any final determination of any possible issues will be made at the final hearing.

4. What is a class action settlement?

The Court must approve the terms of the proposed settlement as fair and reasonable. Once approved, the settlement will affect all Class Members, except those who have properly opted out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may receive. Please read this entire Class Notice carefully.

5. What should I do?

You can do nothing, and if you are entitled to a payment, you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you need to contact the Settlement Administrator and provide updated information so that any future

correspondence or the settlement check itself reaches you and is not returned as an address unknown.

6. How much will my payment be?

After all fees, costs, and offsets are taken as set forth under the Settlement Agreement (which is available for review), the remainder will be used to pay Class Members an equal payment based on the number of Class Members (“Pro-Rata Share”).

The Settlement Administrator shall determine by how many Class Members there are, though Defendants estimate there to be 1,176 Class Members.

Your estimated payment is listed above, on page 2 of this document. If you do not dispute your calculation, and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, you do not need to take any action to receive a settlement payment.**

If you wish to dispute the calculation credited to you or anything else about your employment status, you must write to the Settlement Administrator indicating what you believe is incorrect and return it on or before <<date>> [60 days after initial mailing] via U.S. Mail with proof of the submission date (such as a postmark or delivery service date stamp). You may use the enclosed Dispute Form for this purpose. If the Settlement Administrator re-mailed your Class Notice to a new address, you will have additional 15 days from the date of the re-mailed Class Notice to write to the Settlement Administrator to dispute your information. You must also send any documents or other information that you contend supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon Defendants’ records and any information you provide. Please be advised that the information on this Notice is presumed to be correct unless the documents you submit are company records from Defendants.

7. When would I get my payment?

The Court will hold a hearing on <<final approval hearing date>> at <<final approval hearing time>> to decide whether to approve the proposed settlement. If the Court approves the settlement and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at <<settlement administrator phone number>>, or contact Class Counsel (see below for Class Counsel’s contact information.). Please be patient.

You will have 180 days to cash your settlement check. If a mailed individual settlement payment is not cashed by <<check cashing deadline>> (within 180 days of the date printed on the check), all uncashed funds will be paid to the [California State Controller’s Office Unclaimed Property Fund with the identity of the Class Member to whom the funds belong, to be held for the Class Member.](#) [Legal Aid at Work.](#)

8. What am I releasing?

If you do not exclude yourself from the settlement (according to the procedures explained below), you will release certain claims as follows:

As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim in any forum against any of the Released Parties for any of the Released Claims.

Class members who do not opt out of the settlement will release all claims ~~under state, federal, and local law arising out of stated in~~ or ~~related to~~ based upon the allegations made ~~facts alleged~~ in the Complaint, the First Amended Complaint, ~~and the Second Amended Complaint, and all other claims that could have been pleaded based on the facts asserted in the Action (the "Released Claims"). This includes but is not limited to: failure to pay straight and regular wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest periods; failure to pay wages due at termination; failure to reimburse for preemployment testing; failure to provide itemized wage statements; failure to pay employees twice a month; violation of Business and Professions Code section 17200, et seq.; PAGA claims for civil penalties due to the alleged Labor Code violations and by Defendants during the Class Period including California Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2698 et seq., IWC Wage Order 4-2001; Cal. Code of Regulations sections 11040(11) and (12); penalties that could have arisen out of the facts alleged in the Complaint, Firstthe Third Amended Complaint and Second Amended Complaint, including waiting time penalties and missed breaks; interest; attorneys' fees and costs; and any other claims arising out of or related to the Complaint, the First Amended Complaint and the Second Amended Complaint, from July 1, 2016 through <<the date of Preliminary Approval>>.~~

~~The Released Parties are Defendants, any of Defendants' successors, present and former parents, subsidiaries and affiliated companies which consist of Empire Springs Charter School, Inc. (located in Temecula, California; Harbor Springs Charter School, Inc. (located in Julian, California); Citrus Springs Charter School, Inc. (located in Santa Ana, California); Vista Springs Charter School, Inc. (located in Vista, California); and Pacific Springs Charter School, Inc. (located in Chula Vista, California), their respective officers, directors, employees, partners, shareholders and agents, as well as any other successors, assigns and legal representatives and their related persons and entities, and any individual or entity that could be liable for any of the Released Claims, and Defendants' counsel of record in the Action. Empire Springs Charter School, Inc.; Harbor Springs Charter School, Inc.; Citrus Springs Charter School, Inc.; Vista Springs Charter School, Inc.; and Pacific Springs Charter School, Inc. are affiliated or related entities with Springs Charter School, Inc., and each such entity conducted the alleged "pre-employment" meetings that are the subject of this action during the relevant time period.~~
The Released Parties are Defendants, and any of Defendants' respective officers, directors, employees, and agents.

The release provisions of this Settlement will not take effect until Defendants have paid the Gross Settlement Amount in full per this Settlement Agreement.

Under the Settlement, Plaintiff Jennifer Wise separately releases all claims she has against the Defendant including claims and prayers for relief stemming from the exercise of her rights under Labor Code sections 1030, 1031, and 1033, which are subject to a separate confidential settlement agreement between Plaintiff and the Defendants which the Parties will make available upon request of the Court.

9. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must send a letter by mail to the Settlement Administrator with the following sentence, or something similar, stating: "I request to be excluded from the class action proceedings in the matter of *Jennifer Wise v. Springs Charter Schools, Inc.*, Case No. RIC2002359." You may use the enclosed "Election not to Participate in Settlement Form" for this purpose. You will have **60 days** from the date of mailing of this Class Notice to do so. Your Opt-Out request must be in writing and mailed to the Settlement Administrator, Phoenix Settlement Administrators, <<settlement administrator mailing address>> and be postmarked no later than <<response deadline>>, or it will not be considered and you will be bound by the settlement. If the Settlement Administrator re-mailed your Class Notice to a new address, you will have additional 15 days from the date of the re-mailed Class Notice to opt out. You must include your full name (and former names, if any) and address in your request and you must sign the written request. However, you cannot opt-out of the PAGA Released Claims and will receive your pro rate share of the PAGA Penalties whether or not you opt out of the settlement.

10. Do I have a lawyer in this case?

The Court has appointed David G. Spivak of the ~~The~~ Spivak Law Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069, Telephone: (213) 725-9094, david@spivaklaw.com, and Walter L. Haines of United Employees Law Group to represent you and other Class Members in the Action. These lawyers are called Class Counsel. They will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will ask the Court to award them fees of approximately 33 and 1/3% (one-third) of the Gross Settlement Amount, estimated to be \$176,666.67. Class Counsel will also ask the Court to award them costs of not more than \$15,000.00 incurred in connection with the Action. The Court may choose to award less than the amount requested by Class Counsel.

12. How do I tell the Court that I do not like the settlement?

You can ask the Court to deny approval by objecting. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies the settlement, no settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing or in person. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers should (a) clearly identify the case name and number (*Jennifer Wise v. Springs Charter Schools, Inc.*, Case No. RIC2002359), (b) be submitted to the Settlement Administrator by mailing them to the Settlement Administrator, Phoenix Settlement Administrators, <<settlement administrator mailing address>>, and (c) be filed or postmarked on or before <<response deadline>>. If the Settlement Administrator re-mailed your Class Notice to a new address, you will have additional 15 days from the date of the re-mailed Class Notice to object. Class Members may appear at the final approval hearing to be heard on their objections, even if they have not previously served a written objection.

13. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing on <<final approval hearing date>> at <<final approval hearing time>> in Department 61 at the Riverside County Superior Court, Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 (The Honorable ~~Sunshine Sykes~~[Craig Riemer](#) presiding). At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections that were properly made, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

14. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you timely mailed your written objection, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

15. May I speak at the hearing?

Regardless of whether you properly objected to the settlement, you may speak at the fairness hearing.

16. What happens if I do nothing at all?

You will participate in the settlement and receive payment. You will be bound by the release as set forth herein.

GETTING MORE INFORMATION

You can find the following documents at [www.\[administrator website\].com](http://www.[administrator website].com):

- a. [The **First Amended Joint Stipulation and Settlement Agreement** filed with the Court on April 10, 2023.](#)
- b. [The Court's Order Preliminarily Approving the **First Amended Joint Stipulation and Settlement Agreement** submitted with the Court on April 10, 2023.](#)
- c. [Notice of Proposed Class Action Settlement and Hearing Date for Court Approval filed with the Court on April 10, 2023.](#)
- d. [The Election Not to Participate in Settlement form filed with the Court on April 10, 2023.](#)
- e. [The Objection form filed with the Court on April 10, 2023.](#)
- f. [The Motion for Preliminary Approval of the **Joint Stipulation and Settlement Agreement** filed with the Court on October 3, 2022.](#)
- g. [The Declaration of David Spivak in support of the Motion for Preliminary Approval of the **Joint Stipulation and Settlement Agreement** filed with the Court on October 3, 2022.](#)
- h. [The Declaration of Walter Haines in support of the Motion for Preliminary Approval of the **Joint Stipulation and Settlement Agreement** filed with the Court on October 3, 2022.](#)
- i. [The Declaration of Lara Besser in support of the Motion for Preliminary Approval of the **Joint Stipulation and Settlement Agreement** filed with the Court on October 3, 2022.](#)
- j. [The Declaration of Michael Moore on Behalf of Administrator with Respect to Qualifications of Class Administration filed with the Court on October 3, 2022.](#)
- k. [The Declaration of Joan Graff \(Legal Aid at Work\) filed with the Court on October 3, 2022.](#)
- l. [The Supplemental Briefing in support of the Motion for Preliminary Approval of the **First Amended Joint Stipulation and Settlement Agreement** filed with the Court on April 10, 2023.](#)
- m. [The Supplemental Declaration of David Spivak in support of the Supplemental Briefing for the Motion for Preliminary Approval of the **First Amended Joint Stipulation and Settlement Agreement** filed with the Court on April 10, 2023.](#)

[n. The Supplemental Declaration of Walter Haines in Support of the Supplemental Briefing for the Motion for Preliminary Approval of the First Amended Joint Stipulation and Settlement Agreement filed with the Court on April 10, 2023.](#)

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call <<settlement administrator phone number>> or write the Settlement Administrator, Phoenix Settlement Administrators, located at <<settlement administrator mailing address>>.

~~You can find the settlement agreement with this information: (i) Plaintiff Jennifer Wise's Notice Of Motion For Preliminary Approval Of Class Action Settlement, filed _____, 2022 (ii) visiting the Riverside County Superior Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501; or (iii) accessing the Riverside County Superior Court's website at <https://www.riverside.courts.ca.gov/>.~~

You can also access the Riverside County Superior Court's Online Services at https://www._____, or by visiting the Clerk's Office at the Riverside County Superior Court, Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501), between _:0 a.m. and _:0 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

Deleted Cells

1 Jennifer Wise v. Springs Charter Schools, Inc., et al.
2 Superior Court of the State of California, County of Riverside, Case No. RIC2002359

3 **ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

4 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND**
5 **BE ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS,**
6 **DO NOT FILL OUT THIS FORM.**

7 **IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST**
8 **COMPLETE AND SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS**
9 **BELOW, POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

10 *Wise v. Springs Charter Schools, Inc.* Class Action Settlement Administrator
11 c/o _____
12 _____
13 _____

14 I declare as follows: I have received notice of the proposed settlement in this action and
15 I wish to be excluded from the class and *not* to participate in the proposed settlement. I understand
16 this means that I will not be bound by the Settlement and also will not share in the settlement
17 proceeds.

18 _____
19 (Typed or Printed Name)

20 _____
21 (Address)

22 _____
23 (City, State, Zip Code)

24 _____
25 (Telephone Number, Including Area Code)

26 _____
27 (Identification Number)

28 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and was executed on _____.

Dated: _____
(Signature)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT C

*Wise v. Springs Charter Schools, Inc.,
et al.*

[Proposed] Order Preliminarily
Approving Joint Stipulation of Class
Action Settlement and Release

Deleted Cells

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

OBJECTION FORM

Jennifer Wise v. Springs Charter Schools, Inc., et al.
Superior Court of the State California, County of Riverside
Case No. RIC2002359

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>
<<Name>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

CPT ID: <<CPT ID>>
<<Name>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND, IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<DATE>>. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE SETTLEMENT ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider.

Deleted Cells

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Please contact me to clarify any uncertainties at (provide the phone number, email, and/or address you wish to be contacted at):

I OBJECT to the *Jennifer Wise v. Springs Charter Schools, Inc.* Settlement on the following grounds (describe the nature of and basis for the objection. If additional space is necessary, please include additional sheets of paper):

I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2022/2023 _____
(Signature)

<<Name>>
(Printed Name)

4883-208

**MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN [DATE]:**

JENNIFER WISE V. SPRINGS CHARTER SCHOOLS, INC, ET AL.
c/o [ADMIN]
(XXX) XXX-XXXX

Wise v.
et al.

Stipulation and Settlement
Agreement

Deleted Cells

EXHIBIT 19

DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
CHRISTINA PREJEAN (SBN 314772)
christina@spivaklaw.com
MAYA CHEAITANI (SBN 335777)
maya@spivaklaw.com
THE SPIVAK LAW FIRM
8605 Santa Monica Blvd., PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094
Facsimile: (213) 634-2485

Attorneys for Plaintiff(s);
JENNIFER WISE, and all others similarly situated
(Additional attorneys for parties on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
(UNLIMITED JURISDICTION)

JENNIFER WISE, on behalf of herself and all
others similarly situated, and as an “aggrieved
employee” on behalf of other “aggrieved
employees” under the Labor Code Private
Attorneys General Act of 2004,

Plaintiff(s),

vs.

SPRINGS CHARTER SCHOOLS, INC., a
California corporation; RIVER SPRINGS
CHARTER SCHOOL, INC., a California

Case No. RIC2002359

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Hearing Date: December 14, 2022

Hearing Time: 8:30 a.m.

Reservation ID: 590106029795

Hearing Dept.: 1, The Honorable Craig
Riemer

Case No. RIC2002359

.corporation; EMPIRE SPRINGS CHARTER SCHOOL, INC., a California corporation; HARBOR SPRINGS CHARTER SCHOOL, INC., a California corporation; CITRUS SPRINGS CHARTER SCHOOL, INC., a California corporation; VISTA SPRINGS CHARTER SCHOOL, INC., a California corporation; PACIFIC SPRINGS CHARTER SCHOOL, INC., a California corporation and DOES 1-50, inclusive,

Defendant(s)-Defendants.

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: July 01, 2020
Dept: 1. The Honorable Craig Riemer

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
4276 Katella Ave., Suite 301
Los Alamitos, CA 90720
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

Attorneys for Plaintiff(s);
JENNIFER WISE, and all others similarly situated

ATTORNEYS FOR DEFENDANT

LARA P. BESSER (SBN 282289)
ADRIENNE L. CONRAD (SBN 318776)
JACLYN M. REINHERT (SBN 317622)
JACKSON LEWIS P.C.
225 Broadway, Suite 2000
San Diego, CA 92101
Telephone: (619) 573-4900
Facsimile: (619) 573-4901

Attorney for Defendants,

SPRINGS CHARTER SCHOOLS, INC., and
RIVER SPRINGS CHARTER SCHOOL, INC.

The Motion of Plaintiff Jennifer Wise (hereafter referred to as “Plaintiff”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The Honorable Craig Riemer presiding. The Court having considered the Motion, the Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement” or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court has determined there is sufficient evidence to preliminarily determine that (a) the terms of the Settlement appear to be fair, adequate, and reasonable to the Settlement Class and (b) the Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final hearing and final approval by this

Court. The Court will make a determination at the hearing on the motion for final approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement is fair, adequate and reasonable to the Settlement Class.

2. For purposes of this Preliminary Approval Order, the “Settlement Class” means all persons who ~~either applied for employment with Defendants or Defendants’ Affiliated or Related Entities, were prospective employees of Defendants or Defendants’ Affiliated or Related Entities, or who were employed by Defendants or Defendants’ Affiliated or Related Entities and attended one of Defendants’ (or Defendants’ Affiliated or Related Entities’) preemployment meetings in California (collectively “Class Members”) during the Class Period. The “Class Period” shall mean the period of time from July 1, 2016, through the date the Court grants preliminary approval of the Settlement. Defendants’ Affiliated or Related Entities consist of applied for employment with Defendants Springs Charter Schools, Inc., River Springs Charter School, Inc., Empire Springs Charter School, Inc., Harbor Springs Charter School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter School, Inc., and Pacific Springs Charter School, Inc. Defendants estimated that, as of (collectively, “Defendants”) in California, were prospective employees of Defendants in California, and/or who Defendants employed at any time between July 1, 2016 through the date the Court grants preliminary approval of the Settlement, there were 1,176 potential Settlement Preliminary Approval (collectively “Class Members-”)”). Class Members consist solely of such persons that attended one of Defendants’ “pre-employment” meetings. The “Class Period” shall mean the period of time from July 1, 2016, through [INSERT DATE OF PRELIMINARY APPROVAL]. Defendants estimated for purposes of mediation that there are 1,176 Class Members for the period of July 1, 2016 through December 31, 2021. The “Effective Final Settlement Date” means as follows: ~~When of this~~~~

~~Settlement will be when~~ the final approval of the ~~Settlement or~~settlement takes place or when judgment can no longer be appealed, or, if there are no objectors, no parties in intervention at the time the court grants final approval of the ~~Settlement~~settlement, and no post judgment challenges to the judgment, ~~the Effective Date shall occur~~ ten (10) calendar days from the date the court enters judgment granting final approval of the ~~Settlement. Defendants shall remit to the Settlement Administrator the Gross Settlement Amount within ten (10) calendar days of the Effective Final Settlement Date.~~settlement. The occurrence of the Effective ~~Final Settlement~~ Date is a prerequisite to any obligation of Defendants to pay any funds into the ~~Qualified Settlement Account~~Fund.

3. This action is provisionally certified pursuant to section 382 of the California Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for purposes of settlement only with respect to the proposed Settlement Class.

4. The Court hereby preliminarily finds that the Settlement was the product of serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In making this preliminary finding, the Court considered the nature of the claims set forth in the pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the allocation of Settlement proceeds to the Settlement Class, and the fact that the Settlement represents a compromise of the Parties' respective positions. The Court further preliminarily finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant preferential treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the Settlement was entered into in good faith.

5. The Court finds that the dates set forth in the Settlement for mailing and distribution of the Class Notice meet the requirements of due process and provide the best notice

practicable under the circumstances, and constitute due and sufficient notice to all persons entitled thereto, and directs the mailing of the Class Notice by first class mail to the Settlement Class as set forth in the Settlement. Accordingly, the Court orders the following implementation schedule for further proceedings:

- a. By _____, Within ten (10) calendar days Defendants shall provide _____, Phoenix Settlement Administrators, the appointed Settlement Administrator, with: (a) An electronic database of all Class Members, last known mailing address, Social Security number and Defendants' employee identification number ("Class Members' Data"); and (b) Corresponding to each Class Member's name, Defendants shall provide a figure indicating the total number of Paychecks during the Class Period in which Defendants employed the Class Member. That number of Paychecks shall be referred to as that Class Member's "Individual Paychecks;" (c)). If any of the Class Members' Data are unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data prior to when it must be submitted to the Settlement Administrator. Class Members' Data will otherwise remain confidential and will not be disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant to Defendants' express written authorization or by order of the Court. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of any Class Member for whom a Class Notice is returned as

undeliverable by the U.S. Postal Service. These reasonable steps shall include the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. The Settlement Administrator shall file a declaration concurrently with the filing of any motion for final approval, authenticating a copy of every exclusion form received by the Settlement Administrator.

- b. **Mailing of Class Notice.** By _____, By approximately fifteen (15) days after ~~receiving the Class Members' Data~~issuance of this order, or as soon thereafter as it can do so, the Settlement Administrator will mail the Class Notice (Exhibit A), the Opt-Out Form (Exhibit B), and the Objection Form (Exhibit C) to all identified Class Members via first-class U.S. mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. **Returned Class Notice.** If a Class Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than three (3) business days from receipt of the returned Class Notice, search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the Class Members'

Data and otherwise work with Defendants' Counsel and Class Counsel to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of any Class Member for whom a Class Notice is returned as undeliverable by the U.S. Postal Service. These reasonable steps shall include the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. **Reminder Notice.** Not later than thirty (30) days of mailing the notice, the claims administrator will be required to send a reminder notice to every class member from whom no claim or exclusion request is received.
- e. **Declaration of Settlement Administrator.** Not later than ~~ten (10)~~ seven (7) days ~~prior to~~after the ~~Final Approval Hearing~~Response Deadline, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
- f. **Requests for Exclusion from Settlement; and Objections to Settlement.**

(Response Deadline). Class Members may submit requests to be excluded from the effect of the Settlement, or objections to the Settlement, pursuant to the following procedures:

- i. **Request for Exclusion from Settlement.** A Class Member may request to be excluded from the effect of this Agreement, though not the PAGA Released Claims, and any payment of amounts under this Agreement, though not the PAGA Payment, by timely mailing a letter to the Settlement Administrator stating that the Class Member wants to be excluded from this Action. This letter must include the Class Member's name, address, telephone number, and signature. To be valid and timely, the request to be excluded must be postmarked by the date specified in the Class Notice (, ~~or~~ 60 (sixty) days from the initial mailing of the Class Notice by the Settlement Administrator). A Class Member who properly submits a valid and timely request to be excluded from the Action shall not receive any payment of any kind in connection with this Agreement or this Action, shall not be bound by or receive any benefit of this Agreement, and shall have no standing to object to the Settlement. A request for exclusion must be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the request for exclusion to counsel for the Parties as follows:

//

##

##

##

##

To Class Counsel:

David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069

To Defense Counsel:

Adrienne L. Conrad, [Esq.](#)
[Lara P. Besser, Esq.](#)
[Jaclyn M. Reinhart, Esq.](#)
Jackson Lewis P.C.
~~Ms. Adrienne L. Conrad Esq.~~
225 Broadway
~~Suite 2000~~
~~Ste 1800~~
San Diego, CA 92101-[5050](#)

- ii. **Objections to Settlement.** The Class Notice will provide that any Class Member who does not request exclusion from the Action and who wishes to object to the Settlement should submit an objection in writing to the Settlement Administrator by ~~or~~ [\(sixty\)](#) 60 days after the Settlement Administrator mails the Class Notice, a written objection to the Settlement which sets forth the grounds for the objection and the other information required by this paragraph. The objection should be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the objections to counsel for the Parties as follows:

To Class Counsel:

David G. Spivak, Esq.
The Spivak Law Firm

To Defense Counsel:

Adrienne L. Conrad, [Esq.](#)
[Lara P. Besser, Esq.](#)

8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069

[Jaclyn M. Reinhart, Esq.](#)
Jackson Lewis P.C.
~~[Ms. Adrienne L. Conrad Esq.](#)~~
225 Broadway
~~[Suite 2000](#)~~
[Ste 1800](#)
San Diego, CA 92101-5050

—The written objection should state the objecting Class Member’s full name, address, and the approximate dates of his or her employment with Defendants. The written objection should state the basis for each specific objection and any legal support in clear and concise terms. The written objection also should state whether the Class Member intends to formally intervene and become a party of record in the action, and upon formally intervening, appear and argue at the Final Approval ~~Hearing~~ [hearing](#). However, the objectors will be provided with the opportunity to speak at the final approval hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand.

If the objecting Class Member does not formally intervene in the action and/or the Court rejects the Class Member’s objection, the Class Member may still be bound by the terms of this Agreement.

- g. **Report.** Not later than fourteen (14) days after the deadline for submission of requests for exclusion, [disputes and objections](#), the Settlement Administrator will provide the Parties with a complete and accurate list of all Class Members who sent timely requests to be excluded from the Action and all Class Members who objected to the settlement.

h. The Settlement Administrator shall file a declaration concurrently with the filing of the motion for Final Approval, authenticating a copy of every objection and exclusion form received by the administratorSettlement Administrator.

6. The Court approves, as to form and content, the Class Notice, the Exclusion Request form, and the Objection form, attached as **Exhibit A, B, and C** to this Order.

7. The Court approves, as to form and content, the Class Notice in substantially the form attached as Exhibit A to the Settlement, the Exclusion Request form in substantially the form attached as Exhibit B to the Settlement, and the Objection Form in substantially the form attached as Exhibit C to the Settlement.

7.8. The Court approves, for settlement purposes only, David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

8.9. The Court approves, for settlement purposes only, Jennifer Wise as the Class Representative.

9.10. The Court approves Phoenix Settlement Administrators as the Settlement Administrator.

~~10. The Court preliminarily approves Class Counsel's request for attorneys' fees and costs subject to final review by the Court.~~

11. The Court preliminarily approves the estimated Settlement Administrator costs payable to the Settlement Administrator subject to final review by the Court.

~~12. The Court preliminarily approves Plaintiff's Class Representative Payment subject to final review by the Court.~~

13.12. A Final Approval Hearing shall be held on _____ at _____ **.m.** in Department 1 of the Superior Court for the State of California, County of Riverside, located at

[the](#) Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative Payment to the Class Representative. -The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or before _____, [sixteen \(16\) Court days before the Final Approval Hearing.](#)

~~14.13.~~ If for any reason the Court does not execute and file a final approval order and judgment, or if the Effective [Final Settlement](#) Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

~~15.14.~~ The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

IT IS SO ORDERED.

~~DATED:~~ _____

~~DATE~~

THE HONORABLE CRAIG RIEMER
~~JUDGE OF THE CALIFORNIA~~
SUPERIOR COURT

EXHIBIT 20

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
2 MAYA CHEAITANI (SBN 335777)
maya@spivaklaw.com
3 THE SPIVAK LAW FIRM
4 8605 Santa Monica Bl., PMB 42554
West Hollywood, CA 90069
5 Telephone (213) 725-9094
6 Facsimile (213) 634-2485

7 Attorneys for Plaintiff,
8 JENNIFER WISE, and all others similarly situated
(Additional counsel for Plaintiff on the following page)

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**
11 **(UNLIMITED JURISDICTION)**

13 JENNIFER WISE, on behalf of herself and all
14 others similarly situated, and as an “aggrieved
15 employee” on behalf of other “aggrieved
Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18
19 SPRINGS CHARTER SCHOOLS, INC., a
California corporation; RIVER SPRINGS
20 CHARTER SCHOOL, INC., a California
corporation; EMPIRE SPRINGS CHARTER
21 SCHOOL, INC., a California corporation;
22 HARBOR SPRINGS CHARTER SCHOOL,
INC., a California corporation; CITRUS
23 SPRINGS CHARTER SCHOOL, INC., a
California corporation; VISTA SPRINGS
24 CHARTER SCHOOL, INC., a California
corporation; PACIFIC SPRINGS CHARTER
25 SCHOOL, INC., a California corporation and
DOES 1-50, inclusive,

26 *Defendants.*

Case No.: RIC2002359

CLASS ACTION

THIRD AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
2. Failure to authorize and permit rest breaks (Lab. Code §§ 226.7 and 1198);
3. Failure to provide meal periods (Lab. Code §§ 226.7, 512, and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code § 226);
5. Waiting Time Penalties (Lab. Code §§ 201-203);
6. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*); and
7. Civil Penalties (Lab. Code §§ 2698, *et seq.*)

JURY TRIAL DEMANDED



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

ADDITIONAL ATTORNEY FOR PLAINTIFF

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

WALTER HAINES (SBN 71075)
whaines@uelglaw.com
UNITED EMPLOYEES LAW GROUP
4276 Katella Ave., #301
Los Alamitos, CA 90720
Telephone: (562) 256-1047
Facsimile: (562) 256-1006



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 Plaintiff JENNIFER WISE (hereafter “Plaintiff”), on behalf of herself and all others
2 similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations of
5 the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the
6 Wage Order”) and the Business and Professions Code against defendants SPRINGS CHARTER
7 SCHOOLS, INC., a California corporation; RIVER SPRINGS CHARTER SCHOOL, INC., a
8 California corporation; EMPIRE SPRINGS CHARTER SCHOOL, INC., a California
9 corporation; HARBOR SPRINGS CHARTER SCHOOL, INC., a California corporation;
10 CITRUS SPRINGS CHARTER SCHOOL, INC., a California corporation; VISTA SPRINGS
11 CHARTER SCHOOL, INC., a California corporation; PACIFIC SPRINGS CHARTER
12 SCHOOL, INC., a California corporation; and DOES 1 through 50, inclusive (collectively
13 “Defendants”).

14 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
15 and other similarly situated applicants for employment and prospective, current and former
16 employees who worked in California, including, but not limited to human resources staff,
17 administrative staff, teachers, and persons in similar positions, at any time during the period
18 beginning four years prior to the filing of this action to the present, for unpaid wages and other
19 related relief. These claims are based on Defendants’ alleged failures to (1) compensate Plaintiff
20 and the below-described Class for all hours worked at the correct rates of pay; (2) provide meal
21 periods; (3) authorize and permit rest breaks; (4) provide accurate written wage statements, (5)
22 timely pay wages upon termination of employment, and (6) fairly compete. Additionally, Plaintiff
23 seeks civil penalties under the California Labor Code Private Attorneys General Act, Labor Code
24 §§ 2698, *et seq.* (“PAGA”). Accordingly, Plaintiff now seeks to recover civil penalties, unpaid
25 wages, and related relief through this class action.

26 **JURISDICTION AND VENUE**

27 3. This Court has subject matter jurisdiction because the aggregate claims of Plaintiff
28 and the Class Members, inclusive of all relief, place more than \$25,000 in controversy.

3 There is no basis for federal question subject matter jurisdiction in this case.
Specifically, Plaintiff asserts claims on behalf of herself and the Class Members that solely arise
under California law, rather than federal law.



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5. There is also no basis for federal diversity jurisdiction in this case.

6. Venue is proper in Riverside County pursuant to California Code of Civil Procedure § 395(a) and § 395.5 in that liability arose in Riverside County because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or because each defendant is found, maintains offices, transacts business, and/or has an agent therein.

PARTIES

7. Plaintiff JENNIFER WISE is a resident of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11160 and an “aggrieved employee” within the meaning of Labor Code Section 2699(c).

8. Defendant SPRINGS CHARTER SCHOOLS, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

9. Defendant RIVER SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

10. Defendant EMPIRE SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

11. Defendant HARBOR SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

12. Defendant CITRUS SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

13. Defendant VISTA SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

14. Defendant PACIFIC SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

15. Plaintiff is ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend the Complaint to allege the true names and capacities of the DOE defendants when ascertained.

16. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all Defendants were the agents, employees and/or servants, masters or employers of the



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 remaining Defendants, and in doing the things hereinafter alleged, were acting within the course
2 and scope of such agency or employment, and with the approval and ratification of each of the
3 other Defendants.

4 17. At all relevant times, in perpetrating the acts and omissions alleged herein,
5 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
6 of a practice which resulted in Defendants not paying Plaintiff and the Class in accordance with
7 applicable California labor laws as alleged herein.

8 18. Plaintiff is informed and believes and thereon alleges that each and every one of
9 the acts and omissions alleged herein were performed by, and/or are attributable to, all
10 Defendants, each acting as agents and/or employees, and/or under the direction and control of
11 each of the other Defendants, and that said acts and failures to act were within the course and
12 scope of said agency, employment, and/or direction and control.

13 CLASS ALLEGATIONS

14 19. This action has been brought and may be maintained as a class action pursuant to
15 California Code of Civil Procedure § 382 because there is a well-defined community of interest
16 among the persons who comprise the readily ascertainable class defined below and because
17 Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class
18 action.

19 20. **Class Definition:** The Class is defined as follows: all persons who applied for
20 employment with Defendants in California, were prospective employees of Defendants in
21 California, and/or who Defendants employed in California, including but not limited to human
22 resources staff, administrative staff, teachers, and persons in comparable positions, at any time
23 during the period beginning four years prior to the filing of this action and ending on the date
24 that final judgment is rendered in this action.

25 21. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
26 right to amend or modify the class definitions with greater specificity, by further division into
27 subclasses and/or by limitation to particular issues.

28 22. **Numerosity:** The Class is so numerous that the joinder of each individual class
member is impractical. While Plaintiff does not currently know the exact number of the Class,
Plaintiff is informed and believes that the actual number exceeds the minimum required for
numerosity under California law.



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 23. **Commonality and Predominance:** Common questions of law and fact exist as
2 to all class members and predominate over any questions which affect only individual class
3 members. These questions include, but are not limited to:

4 A. Whether Defendants failed to pay all wages earned to Class Members for
5 all hours worked at the correct rates of pay;

6 B. Whether Defendants failed to provide meal periods to Class Members;

7 C. Whether Defendants failed to authorize and permit rest breaks for Class
8 Members;

9 D. Whether Defendants knowingly and intentionally failed to provide the
10 Class Members with accurate and complete wage statements;

11 E. Whether Defendants failed to timely pay final wages upon termination of
12 the Class Members' employment;

13 F. Whether Defendants engaged in unfair competition within the meaning of
14 Business and Professions Code §§ 17200, *et seq.*, with respect to the Class;

15 G. Whether the Class Members are entitled to restitution of money or
16 property that Defendants may have acquired from them through alleged Labor Code violations;

17 H. Whether the Class Members are entitled to prejudgment interest; and

18 I. Are the Class Members entitled to attorneys' fees?

19 24. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
20 Plaintiff is informed and believes and thereon alleges that Defendants have a policy, practice, or
21 a lack of a policy which resulted in Defendants failing to comply with the California Labor Code
22 and the Business and Professions Code as alleged herein.

23 25. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
24 in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent
25 class. Plaintiff is dedicated to vigorously prosecuting this action on behalf of the Class. Plaintiff
26 will fairly and adequately represent and protect the interests of the Class.

27 26. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
28 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
experienced in class action litigation and are dedicated to vigorously prosecuting this action on
behalf of Plaintiff and the absent Class.

 27. **Superiority:** A class action is vastly superior to other available means for fair and



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 efficient adjudication of class' claims and would be beneficial to the parties and the Court. Class
2 action treatment will allow a number of similarly situated persons to simultaneously and
3 efficiently prosecute their common claims in a single forum without the unnecessary duplication
4 of effort and expense that numerous individual actions would entail. In addition, the monetary
5 amounts due to many individual class members are likely to be relatively small and would thus
6 make it difficult, if not impossible, for individual class members to both seek and obtain relief.
7 Moreover, a class action will serve an important public interest by permitting class members to
8 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
9 potential for inconsistent or contradictory judgments inherent in individual litigation.

10 **STATEMENT OF FACTS**

11 28. In or about January of 2019, Defendants first employed Plaintiff to work in
12 California as a non-exempt hourly human resources generalist at their charter school located in
13 Temecula, California. Defendants continuously employed Plaintiff in this capacity from the time
14 of her hire until on or about May 10, 2019, when her employment ended.

15 29. Plaintiff and the Class Members earned their wages at an hourly rate or salary and
16 Defendants provided them with paychecks on either a bi-weekly or semimonthly basis. At the
17 inception of Plaintiff's employment, Defendants issued her and the Class Members their
18 paychecks on a bi-weekly basis. In approximately March of 2019, Defendants began issuing
19 paychecks to Plaintiff and the Class on a semimonthly basis.

20 30. At relevant times within the applicable limitations period, Defendants required
21 Plaintiff and the Class Members to perform work while clocked out. At the inception of Plaintiff's
22 and the Class Members' employment, Defendants required them to complete various onboarding
23 tasks, such as obtaining background checks and tuberculosis tests, and completing various
24 paperwork, such as IRS Forms I-9 and W-4, worksite and school tours, outside of their scheduled
25 working hours. Defendants also required Plaintiff and the Class Members to attend a new-hire
26 orientation while clocked out from work. Defendants failed to compensate Plaintiff and the Class
27 for this work performed off-the-clock. Though these activities exceeded five hours in a day,
28 Defendants did not authorize and permit Plaintiff and the Class Members to take rest periods or
provide them with meal periods.

31. Defendants failed to maintain accurate written employee records pertaining to
Plaintiff and the other Class Members, including accurate wage statements itemizing each Class



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 Member's gross wages earned, net wages earned, total hours worked, corresponding number of
2 hours worked at each rate by the Class Member, and other requirements of California Labor Code
3 § 226.

4 32. At all relevant times, upon resignation or termination, Defendants failed to pay
5 final wages in a timely manner as a result of their failure to pay employees for all work performed
6 off-the-clock. Defendants willfully failed and refused to pay timely compensation and wages,
7 including, but not limited to, regular time and overtime wages for hours they worked while
8 completing preliminary onboarding tasks and while attending training and orientation sessions
9 while off-the-clock.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

12 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

13 33. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

14 34. At all relevant times, Plaintiff and the Class Members have been non-exempt
15 employees of Defendants and entitled to the benefits and protections of California Labor Code §
16 § 510, 1194, 1197, 1198, and the Wage Order.

17 35. Section 2 of the Wage Order defines "hours worked" as "the time during which
18 an employee is subject to the control of an employer, and includes all the time the employee is
19 suffered or permitted to work, whether or not required to do so."

20 36. Section 3 of the Wage Order states:

21 (A) Daily Overtime - General Provisions

22 (1) The following overtime provisions are applicable to employees
23 18 years of age or over and to employees 16 or 17 years of age who
24 are not required by law to attend school and are not otherwise
25 prohibited by law from engaging in the subject work. Such
26 employees shall not be employed more than eight (8) hours in any
27 workday or more than 40 hours in any workweek unless the
28 employee receives one and one-half (1 ½) times such employee's
regular rate of pay for all hours worked over 40 hours in the
workweek. Eight (8) hours of labor constitutes a day's work.
Employment beyond eight (8) hours in any workday or more than
six (6) days in any workweek is permissible provided the employee
is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(b) Double the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee’s regular hourly salary as one-fortieth (1/40) of the employee’s weekly salary.

37. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

38. Labor Code section 510 states:
Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

39. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

40. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

41. California Labor Code § 1198 makes it unlawful for an employer to employ an



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 employee under conditions that violate the Wage Order.

2 42. In conjunction, these provisions of the California Labor Code require employers
3 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
4 for all hours worked, including unrecorded hours when the employer knew or reasonably should
5 have known that employees were working during those hours. (See *Morillion v. Royal Packing*
Co. (2000) 22 Cal.4th 575, 585.)

6 43. Plaintiff is informed and believes that, at all relevant times, Defendants have
7 applied centrally devised policies and practices to her and the Class Members with respect to
8 working conditions and compensation arrangements.

9 44. At all relevant times, Defendants paid Plaintiff and the Class Members at an
10 hourly rate or salary on either a bi-weekly or semimonthly basis.

11 45. At all relevant times, Defendants failed to pay Plaintiff and the Class Members
12 for all hours worked at the correct rates of pay, including, but not limited to, regular and overtime
13 wages for all hours they worked while completing preliminary onboarding tasks and while
14 attending training and orientation sessions while off-the-clock.

15 46. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
16 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
17 failure to compensate the Class for all hours worked at the correct rate of pay as required by
18 California law.

19 47. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
20 have suffered damages in an amount, subject to proof, to the extent that they were not paid the
21 full amount of wages earned during each pay period during the applicable limitations period,
22 including minimum, overtime, and double-time wages.

23 48. Pursuant to California Labor Code § 1194, Plaintiff, on behalf of herself and Class
24 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts
25 of unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, including
26 interest thereon, as permitted by law, all in amounts subject to proof.

27 ///

28 ///

///

///



SPIVAK LAW
Employee Rights Attorneys
Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff and the Class against all Defendants)

1
2
3
4 49. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

5 50. At all relevant times during the applicable limitations period, Plaintiff and the
6 Class Members have been employees of Defendants and entitled to the benefits and protections
7 of California Labor Code §§ 226.7, 1198, and the Wage Order.

8 51. Labor Code § 1198 states,

9 “The maximum hours of work and the standard conditions of labor
10 fixed by the commission shall be the maximum hours of work and the
11 standard conditions of labor for employees. The employment of any
12 employee for longer hours than those fixed by the order or under conditions
13 of labor prohibited by the order is unlawful.”

14 52. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all
15 employees to take rest periods, which insofar as practicable shall
16 be in the middle of each work period. The authorized rest period
17 time shall be based on the total hours worked daily at the rate often
18 (10) minutes net rest time per four (4) hours or major fraction
19 thereof. However, a rest period need not be authorized for
20 employees whose total daily work time is less than three and one-
21 half (3 1/2) hours. Authorized rest period time shall be counted as
22 hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest
23 period in accordance with the applicable provisions of this Order,
24 the employer shall pay the employee one (1) hour of pay at the
25 employee’s regular rate of compensation for each work day that the
26 rest period is not provided.

27 53. “[I]n the context of an eight-hour shift, ‘[a]s a general matter,’ one rest break
28 should fall on either side of the meal break. (*Ibid.*)” *Brinker Rest. Corp. v. Superior Court* (2012)
53 Cal. 4th 1004, 1032, 273 P.3d 513, 531.

54. In addition, Labor Code Section 226.7 states



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

- 1 b. An employer shall not require an employee to work during a meal or
2 rest or recovery period mandated pursuant to an applicable statute, or
3 applicable regulation, standard, or order of the Industrial Welfare
4 Commission, the Occupational Safety and Health Standards Board, or
5 the Division of Occupational Safety and Health.
6
7 c. If an employer fails to provide an employee a meal or rest or recovery
8 period in accordance with a state law, including, but not limited to, an
9 applicable statute or applicable regulation, standard, or order of the
10 Industrial Welfare Commission, the Occupational Safety and Health
11 Standards Board, or the Division of Occupational Safety and Health,
12 the employer shall pay the employee one additional hour of pay at the
13 employee's regular rate of compensation for each workday that the
14 meal or rest or recovery period is not provided.

9 55. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be
10 provided with net rest breaks of at least ten minutes for each four-hour period of work, or major
11 fraction thereof.

12 56. Defendants failed to provide Plaintiff with all required rest breaks in accordance
13 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
14 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
15 which resulted in Defendants not providing the Class Members with all rest breaks required by
16 California law. Defendants failed to pay Plaintiff the additional wages required by California
17 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and
18 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
19 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
20 Class Members with additional wages for all rest breaks not provided to them as required by
21 California Labor Code § 226.7. As a result of Defendants' unlawful conduct, Plaintiff and the
22 Class Members have suffered damages in amounts subject to proof to the extent they were not
23 paid additional wages owed for all rest breaks not provided to them. By reason of the above,
24 Plaintiff and the Class Members are entitled to premium wages for workdays in which one or
25 more rest breaks were not provided to them pursuant to California Labor Code § 226.7.

25 ///
26 ///
27 ///
28 ///



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class against all Defendants)

1
2
3
4 57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

5 58. At all relevant times during the applicable limitations period, Plaintiff and the
6 Class Members have been employees of Defendants and entitled to the benefits and protections
7 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

8 59. Labor Code § 1198 states,

9 “The maximum hours of work and the standard conditions of labor
10 fixed by the commission shall be the maximum hours of work and the
11 standard conditions of labor for employees. The employment of any
12 employee for longer hours than those fixed by the order or under conditions
13 of labor prohibited by the order is unlawful.”

14 60. In relevant part, Labor Code Section 512 states

15 “An employer may not employ an employee for a work period of more
16 than five hours per day without providing the employee with a meal period
17 of not less than 30 minutes, except that if the total work period per day of
18 the employee is no more than six hours, the meal period may be waived by
19 mutual consent of both the employer and employee. An employer may not
20 employ an employee for a work period of more than 10 hours per day
21 without providing the employee with a second meal period of not less than
22 30 minutes, except that if the total hours worked is no more than 12 hours,
23 the second meal period may be waived by mutual consent of the employer
24 and the employee only if the first meal period was not waived.”

25 61. In relevant part, Section 11 of the Wage Order states:

26 Meal Periods:

27 (A) No employer shall employ any person for a work period of
28 more than five (5) hours without a meal period of not less than 30 minutes,
except that when a work period of not more than six (6) hours will complete
the day’s work the meal period may be waived by mutual consent of the
employer and the employee.

(B) An employer may not employ an employee for a work period
of more than ten (10) hours per day without providing the employee with
a second meal period of not less than 30 minutes, except that if the total
hours worked is no more than 12 hours, the second meal period may be



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

waived by mutual consent of the employer and the employee only if the first meal period was not waived.

(C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

62. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

63. During the relevant time period, Defendants failed to provide Plaintiff with all required meal periods in accordance with California Labor Code § 512 and the Wage Order, including, but not limited to, a second 30-minute uninterrupted meal periods on workdays the employee worked more than ten hours in a workday. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the Class Members with all meal periods required by California Labor Code § 512 and the Wage Order, including, but not limited to, a second 30-minute uninterrupted meal period on workdays they worked more than ten hours in a workday.

64. Defendants failed to pay Plaintiff the additional wages required by California Labor Code § 226.7 for all meal periods not provided to her. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants have maintained a policy, practice, or a lack of a policy which resulted in Defendants not



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 providing the Class Members with additional wages for all meal periods not provided to them as
2 required by California Labor Code § 226.7.

3 65. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
4 suffered damages in amounts subject to proof to the extent they were not paid additional wages
5 owed for all meal periods not provided to them.

6 66. By reason of the above, Plaintiff and the Class Members are entitled to premium
7 wages for workdays in which one or more meal periods were not provided to them pursuant to
8 California Labor Code § 226.7.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

11 **(Lab. Code § 226)**

12 **(By Plaintiff and the Class against all Defendants)**

13 67. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

14 68. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
15 entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized
16 statement showing, among other items, 1) gross wages earned; 2) total hours worked, except for
17 any employee whose compensation is solely based on a salary and who is exempt from payment
18 of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
19 Commission; 3) net wages earned; and 4) all applicable hourly rates in effect during the pay
20 period and the corresponding number of hours worked at each hourly rate by the employee.

21 69. Pursuant to California Labor Code § 226(e), an employee is deemed to suffer
22 injury if the employer fails to provide a wage statement. Additionally, an employee is deemed to
23 suffer injury if the employer fails to provide accurate and complete information as required by
24 California Labor Code § 226(a) and the employee cannot "promptly and easily determine" from
25 the wage statement alone one or more of the following:

26 A. The amount of the gross wages or net wages paid to the employee during
27 the pay period or any of the other information required to be provided on the itemized wage
28 statement pursuant to California Labor Code § 226(a);

B. Which deductions the employer made from gross wages to determine the
net wages paid to the employee during the pay period;

C. The name and address of the employer and, if the employer is a farm labor



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
2 and address of the legal entity that secured the services of the employer during the pay period;
3 and

4 D. The name of the employee and only the last four digits of his or her social
5 security number or an employee identification number other than a social security number.

6 70. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
7 means a reasonable person would be able to readily ascertain the information without reference
8 to other documents or information.

9 71. As alleged herein, Defendants failed to provide Plaintiff and the Class Members
10 all wages owed, including but not limited to, all regular and overtime wages owed at the correct
11 rates. As a result, Defendants have failed to properly and accurately itemize each employee’s
12 gross wages earned, net wages earned, the total hours worked, the corresponding number of hours
13 worked by employees, and other requirements of California Labor Code § 226. As a result,
14 Defendants have violated California Labor Code § 226.

15 72. Defendants’ failure to provide Plaintiff and the Class Members with accurate and
16 complete wage statements was knowing and intentional. Defendants had the ability to provide
17 Plaintiff and the Class with accurate wage statements but intentionally provided wage statements
18 that Defendants knew were not accurate, or did not provide wage statements at all.

19 73. As a result of being provided with inaccurate wage statements by Defendants,
20 Plaintiff and the Class have suffered injury. Their legal rights to receive accurate wage statements
21 were violated and they were misled about the amount of wages they had actually earned and were
22 owed. In addition, the absence of accurate information on their wage statements prevented
23 immediate challenges to Defendants’ unlawful pay practices, has required discovery and
24 mathematical computations to determine the amounts of wages owed, has caused difficulty and
25 expense in attempting to reconstruct time and pay records and/or has led to the submission of
26 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
27 and the Class Members were not able to ascertain from the wage statements whether Defendants
28 complied with their obligations under California Labor Code § 226(a).

74. Pursuant to California Labor Code § 226(e), Plaintiff and the Class are entitled to
recover the greater of actual damages, or penalties of fifty dollars (\$50.00) for the initial pay
period in which a violation of California Labor Code § 226(a) occurred and one hundred dollars



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 (\$100.00) for each violation of California Labor Code § 226(a) in a subsequent pay period, not
2 to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per Class Member, and are
3 also entitled to an award of costs and reasonable attorneys' fees.

4 **FIFTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Lab. Code §§ 201-203)**

7 **(By Plaintiff and the Class against all Defendants)**

8 75. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 76. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class Members have been non-exempt employees of Defendants and entitled to the benefits and
11 protections of California Labor Code §§ 201-203 and the Wage Order.

12 77. California Labor Code § 201 provides that all earned and unpaid wages of an
13 employee who is discharged are due and payable immediately at the time of discharge.

14 78. California Labor Code § 202 provides that all earned and unpaid wages of an
15 employee who quits after providing at least 72-hours notice before quitting are due and payable
16 at the time of quitting and that all earned and unpaid wages of an employee who quits without
17 providing at least 72-hours notice before quitting are due and payable within 72 hours.

18 79. By failing to pay earned regular and overtime wages to Plaintiff and the Class
19 Members at the correct rates, Defendants failed to timely pay them all earned and unpaid wages
20 in violation of California Labor Code § 201 or § 202.

21 80. Plaintiff is informed and believes that Defendants' failures to timely pay all final
22 wages to her and the Class Members have been willful in that Defendants have the ability to pay
23 final wages in accordance with California Labor Code §§ 201 and 202 but have intentionally
24 adopted policies or practice that are incompatible with those requirements.

25 81. California Labor Code § 203 provides that the wages of an employee continue on
26 a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned
27 and unpaid wages to the employee in accordance with California Labor Code § 201 or § 202.

28 82. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
and the Class Members all of their earned and unpaid wages have been willful in that, at all
relevant times, Defendants have deliberately maintained policies and practices that violate the
requirements of the Labor Code and the Wage Order even though, at all relevant times, they have



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 had the ability to comply with those legal requirements.

2 83. Pursuant to California Labor Code § 203, Plaintiff seeks waiting time penalties
3 on behalf of herself and the Class, in amounts subject to proof not to exceed 30 days of waiting
4 time penalties for each Class Member.

5 **SIXTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(Bus. & Prof. Code §§ 17200, et seq.)**

8 **(By Plaintiff and the Class against all Defendants)**

9 84. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 85. At all relevant times, Plaintiff and the Class Members have been non-exempt
11 employees of Defendants and entitled to the benefits and protections of the Business and
12 Professions Code §§ 17200, et seq.

13 86. The unlawful conduct of Defendants alleged herein amounts to and constitutes
14 unfair competition within the meaning of California Business & Professions Code §§ 17200, et
15 seq. Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
16 gained a competitive advantage over other comparable companies doing business in California
17 that comply with their legal obligations to, among other things, pay their employees all earned
18 wages for all regular and overtime hours worked.

19 87. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
20 Class Members have suffered injuries in fact and have lost money or property. Defendants
21 deprived Plaintiff and the Class Members of minimum wages, overtime wages, double-time
22 wages, premium wages for all workdays one or more meal periods were not provided, premium
23 wages for all workdays one or more rest periods were not provided, and reimbursement for
24 expenses that Plaintiff and the other Class Members incurred during the course of performing
25 their duties and in advance of employment.

26 88. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
27 Class Members are entitled to restitution of all monies rightfully belonging to them that
28 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
practices.

89. Plaintiff and the Class are entitled to reasonable attorneys' fees in connection with
their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 substantial benefit doctrine and/or the common fund doctrine.

2 90. Accordingly, with respect to this cause of action, on behalf of herself and the
3 Class, Plaintiff prays for the herein stated relief, and an award of all reasonable costs and
4 attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to proof.

5 **SEVENTH CAUSE OF ACTION**

6 **CIVIL PENALTIES**

7 **(By Plaintiff and the Class against all Defendants)**

8 91. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 92. The "Aggrieved Employees" are all individuals currently and formerly employed
10 in California as non-exempt hourly employees, including but not limited to human resources
11 staff, administrative staff, teacher, and other hourly employees in comparable positions during
12 the period beginning April 29, 2019 and ending on the date that final judgment is entered in this
13 action.

14 93. Labor Code § 204 states

15 (a) All wages, other than those mentioned in Section 201, 201.3, 201.4, or
16 204.2, earned by any person in any employment are due and payable twice during
17 each calendar month, on days designated in advance by the employer as the
18 regular paydays. Labor performed between the 1st and 15th days, inclusive, of
19 any calendar month shall be paid for between the 16th and 26th day of the month
20 during which the labor was performed, and labor performed between the 16th and
21 last day, inclusive, of any calendar month, shall be paid between the 1st and 10th
22 day of the following month. . . .

23 (b) (1) Notwithstanding any other provision of this section, all wages
24 earned for labor in excess of the normal work period shall be paid no later than
25 the payday for the next regular payroll period.

26 (2) An employer is in compliance with the requirements of
27 subdivision (a) of Section 226 relating to total hours worked by the employee, if
28 hours worked in excess of the normal work period during the current pay period
are itemized as corrections on the paystub for the next regular pay period. Any
corrections set out in a subsequently issued paystub shall state the inclusive dates
of the pay period for which the employer is correcting its initial report of hours
worked.

(c) However, when employees are covered by a collective bargaining
agreement that provides different pay arrangements, those arrangements shall
apply to the covered employees.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

94. Defendants paid wages on to employees on either bi-weekly or semimonthly intervals. Defendants failed to pay Plaintiff on such intervals for all wages earned and all hours worked, including but not limited to all regular and overtime wages for hours she worked while completing onboarding tasks and while attending training and orientation sessions while off-the-clock. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

95. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 510, 1174, 1194, 1197, and 1198.

96. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

97. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are entitled to recover civil penalties for each of Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 510, 1174, 1194, 1197, and 1198 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each aggrieved employee for initial violations and one thousand dollars (\$1,000.00) for each aggrieved employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

C. For violations of California Labor Code § 510 fifty dollars (\$50.00) for each aggrieved employee for initial violations and one hundred dollars (\$100.00) for each aggrieved employee for each subsequent violation, per pay period (penalty amounts established by California Labor Code § 558).

D. For violations of California Labor Code § 1174, five hundred dollars



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 (\$500.00) for each aggrieved employee for each violation (penalty amounts established by
2 California Labor Code § 1174.5).

3 E. For violations of California Labor Code § 1197, one hundred dollars
4 (\$100.00) for each aggrieved employee per pay period for each initial and intentional violation
5 and two hundred fifty dollars (\$250.00) for each aggrieved employee per pay period for each
6 subsequent violation (regardless of whether the initial violations were intentionally committed)
7 (penalty amounts established by California Labor Code § 1197.1).

8 F. For violations of California Labor Code §§ 201, 202, 203, 1194, and 1198,
9 one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial
10 violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
11 subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

12 98. Plaintiff has complied with the procedures for bringing suit specified in California
13 Labor Code § 2699.3. By letters dated April 29, 2020 and May 6, 2020, Plaintiff gave written
14 notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written
15 notice by certified mail to Defendants of the specific provisions of the California Labor Code
16 alleged to have been violated, including the facts and theories in support of the alleged violations.
17 Plaintiff accompanied her LWDA notices with fees in the amount of \$75.00. True and correct
18 copies of Plaintiff’s written notice to the LWDA dated April 29, 2020 and May 6, 2020 are
19 collectively attached hereto as **Exhibit A**. The LWDA has not responded to Plaintiff’s letters.

20 99. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
21 Employees are entitled to an award of civil penalties, reasonable attorneys’ fees, and costs in
22 connection with their claims for civil penalties.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for relief and judgment
25 against Defendants as follows:

- 26 A. An order that the action be certified as a class action;
- 27 B. An order that Plaintiff be appointed class representative;
- 28 C. An order that counsel for Plaintiff be appointed class counsel;
- D. Unpaid wages;
- E. Actual damages;
- F. Statutory damages;



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- G. Liquidated damages;
- H. Restitution;
- I. Declaratory relief;
- J. Equitable relief;
- K. Statutory penalties;
- L. Civil Penalties;
- M. Pre-judgment and post-judgment interest;
- N. Costs of suit;
- O. Interest;
- P. Reasonable attorneys' fees; and
- Q. Such other relief as the Court deems just and proper.


DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: January 30, 2023

By: 

 DAVID SPIVAK
 MAYA CHEAITANI, Attorneys for
 Plaintiff, JENNIFER WISE and all others
 similarly situated



SPIVAK LAW
 Employee Rights Attorneys
 Mail:
 8605 Santa Monica Bl
 PMB 42554
 West Hollywood, CA 90069
 (213) 725-9094 Tel
 (213) 634-2485 Fax
 SpivakLaw.com

Office:
 1801 Century Park East
 25th Fl
 Los Angeles CA 90067

EXHIBIT A



SPIVAK LAW

SENT BY ELECTRONIC SUBMISSION AND CERTIFIED MAIL

May 6, 2020

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

RE: *Jennifer Wise/ Springs Charter Schools, Inc.*

To Whom It May Concern:

This notice concerns the following employers:

1. Springs Charter Schools, Inc., a California corporation; and
2. River Springs Charter Schools, Inc., a California corporation

Collectively, the aforementioned employers are herein referred to as "Springs Charter."

This is a supplemental notice to Jennifer Wise's original notice, dated April 29, 2020 (enclosed). The original notice mistakenly referenced the Industrial Welfare Commission Order No. 4-2001, rather than Industrial Welfare Commission Order No. 5-2001 (hereafter the "Wage Order" or "Wage Order 5"). The original notice is incorporated by reference herein.

At all relevant times, Springs Charter has employed persons, conducted business in, and engaged in illegal payroll practices and policies throughout California. Wise and the Aggrieved Employees are "employees" within the meaning of the

16530 VENTURA BLVD., STE 203
ENCINO, CA 91436

TEL (818) 582-3086
FAX (818) 582-2561

SPIVAKLAW.COM

Conclusion

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that I will seek both reasonable attorneys' fees and costs under Labor Code section 2699, subdivision (g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

david@spivaklaw.com

cc: Jennifer Wise
Walter Haines, Esq.

Springs Charter Schools, Inc.
c/o Agent for Service of Process
Tanya Rogers
27740 Jefferson Avenue
Temecula, CA 92590

River Springs Charter School, Inc.
c/o Agent for Service of Process
Tanya Rogers
27740 Jefferson Avenue
Temecula, CA 92590



SPIVAK LAW

***SENT BY ELECTRONIC SUBMISSION, AND CERTIFIED U.S. MAIL ***

April 29, 2020

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

RE: *Jennifer Wise / Springs Charter Schools, Inc.*

To whom it may concern:

This notice concerns the following employers:

1. Springs Charter Schools, Inc., a California corporation; and
2. River Springs Charter School, Inc., a California corporation

Collectively, the aforementioned employers are herein referred to as “Springs Charter.”

Pursuant to the California Labor Code Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *et seq.*), Jennifer Wise (hereafter “Wise”) provides notice on behalf of herself and of all individuals currently and formerly employed in California as hourly employees, including but not limited to human resources staff, administrative staff, teachers, and other hourly employees in comparable positions (hereafter referred to collectively as “Aggrieved Employees”) by Springs Charter, of violations of California Labor Code §§ 201, 202, 203, 204, 226, 510, 1174, 1174.5, 1194, 1197, and 1198.

At all relevant times, Springs Charter has employed persons, conducted business in, and engaged in illegal payroll practices and policies throughout California. Wise and the Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage Order”

16530 VENTURA BLVD., STE 203
ENCINO, CA 91436

TEL (818) 582-3086
FAX (818) 582-2561

SPIVAKLAW.COM

or “Wage Order 4”), paragraph 2.F, and “Aggrieved Employees” within the meaning of California Labor Code § 2699(c).

Statement of Facts

Springs Charter began to employ Wise in approximately January of 2019 as a non-exempt hourly human resources generalist at its charter school located in Temecula, California. Wise continuously worked for Springs Charter in this capacity from the time of her hire until on or about May 10, 2019, when her employment ended.

At all relevant times, Springs Charter employed Wise and the other Aggrieved Employees and issued their paychecks on either a bi-weekly or semimonthly basis. At the inception of Wise’s employment, Springs Charter issued her and the Aggrieved Employees their paychecks on a bi-weekly basis. In approximately March of 2019, Springs Charter began issuing paychecks to Wise and the Aggrieved Employees on a semimonthly basis. At all relevant times, Springs Charter classified Wise and the Aggrieved Employees as non-exempt employees entitled to the protections of both the Labor Code and Wage Order.

Springs Charter required Wise and the Aggrieved Employees to perform work while clocked out. At the inception of their employment, Springs Charter required Wise and the Aggrieved Employees to complete onboarding tasks, such as obtaining background checks and tuberculosis tests, and completing various paperwork such as IRS forms I-9 and W-4, outside of their scheduled working hours. Springs Charter also required Wise and the Aggrieved Employees to attend a new-hire orientation while clocked out from work. Springs Charter failed to compensate Wise and the Aggrieved Employees for this work performed off-the-clock.

For the reasons herein, Wise alleges the following violations of the California Labor Code and the Wage Order on behalf of herself and the Aggrieved Employees:

- a) Springs Charter failed to pay Wise and the Aggrieved Employees for all hours worked at the correct rates of pay including, but not limited to, minimum and overtime pay due to off-the-clock work while completing preliminary onboarding tasks and while attending training and orientation sessions;
- b) Springs Charter failed to provide Wise and the Aggrieved Employees with accurate wage statements;
- c) Springs Charter failed to timely pay Wise and the Aggrieved Employees all earned and unpaid wages during employment; and
- d) Springs Charter failed to timely pay Wise and the Aggrieved Employees who are former employees all earned and unpaid wages at the time of separation from employment.

Accordingly, Wise now seeks civil penalties on behalf of herself and the other Aggrieved Employees based on Springs Charter's alleged violations of the California Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in professional, technical, clerical, mechanical, and similar occupations[.]" Wage Order § 1. The phrase "Professional, Technical, Clerical, Mechanical, and Similar Occupations" includes "professional, semiprofessional, managerial, supervisory, . . . , clerical, office work, and mechanical occupations" including "teachers." *Id.* § 2 (O).

At all relevant times during the applicable limitations period, Springs Charter employed Wise and the other Aggrieved Employees as human resources generalists, administrative staff, teachers, and employees in comparable positions. Accordingly, Wise and the other Aggrieved Employees are entitled to the protections provided under the Wage Order.

**Failure to Pay All Wages for All Hours Worked at the Correct Rates of
Pay**
(Lab Code §§ 510, 1194, 1197, and 1198)

Under California Labor Code § 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, California Labor Code § 1194 states,

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the [...] legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of [...] overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

In relevant part, Section 3 of the Wage Order states,

(A) Daily Overtime - General Provisions

- (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8)

hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

In relevant part, California Labor Code § 510 states,

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

With respect to overtime wages, the regular rate of pay under California law must include "all remuneration for employment paid to, on behalf of, the employee." O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited, to, non-discretionary bonuses. See, e.g., *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904–05.

Commissions and bonuses must be included in the regular rate whether they are the sole source of the employee's compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§778.117, 778.208. See *Oliver v. Mercy Med. Ctr., Inc.* (9th Cir 1982) 695 F.2d 379.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

Employers must compensate non-exempt employees for "off-the-clock" work (before punching in or after punching out on a time clock) if the employers knew or should have known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

Springs Charter knowingly failed to pay Wise and the Aggrieved Employees for all hours worked at the correct rates of pay, including, but not limited to, all regular and overtime wages for hours they worked while completing preliminary onboarding tasks and while attending training and orientation sessions while off-the-clock.

Accordingly, Wise seeks civil penalties on behalf of herself and the other Aggrieved Employees as follows:

1. \$50 for each Aggrieved Employee for each initial violation of California Labor Code § 510, and \$100 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code § 558);
2. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2));
3. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1194, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California labor Code § 2699(f)(2)); and

4. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1197, and \$250 for each Aggrieved Employee for each subsequent violation, per pay period (regardless of whether the initial violations were intentionally committed) (penalties set by California Labor Code § 1197.1).

Failure to Provide Accurate Written Wage Statements
(Lab. Code § 226)

California Labor Code § 226 requires employers to furnish employees with accurate itemized written wage statements showing:

- 1) Gross wages earned
- 2) Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- 3) The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
- 4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- 5) Net wages earned;
- 6) The inclusive dates of the period for which the employee is paid;
- 7) The name of the employee and only the last four digits of his or her social security number or an employee identification number;
- 8) The name and address of the legal entity that is the employer; and

- 9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At relevant times during the applicable limitations period, Springs Charter violated California Labor Code § 226 because it did not properly and accurately itemize each employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the employee and other requirements of California Labor Code § 226. Springs Charter failed to state in the wage statements it issued to Wise and the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed while completing preliminary onboarding tasks and while attending training and orientation sessions while off-the-clock.

Accordingly, Wise now seeks civil penalties for the Labor Code violations that Springs Charter has committed against herself and the other Aggrieved Employees as follows: \$250 for each Aggrieved Employee for each initial violation of California Labor Code § 226(a), and \$1,000 for each Aggrieved Employee for each subsequent violation (penalties set by California Labor Code § 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

California Labor Code § 204 states that all wages (other than those mentioned in Labor Code sections 201-202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

As alleged herein, Springs Charter failed to timely pay all wages to Wise and the Aggrieved Employees. Springs Charter failed to provide Wise and the other Aggrieved Employees all wages owed, including, but not limited to, all regular and overtime wages for work they performed off the clock.

As a result, Springs Charter failed to pay Wise and the other Aggrieved Employees all wages within the time periods set by California Labor Code § 204. As a result, Springs Charter has violated California Labor Code § 204. Because of Springs Charter's failure to fully pay Wise and the other Aggrieved Employees within the time periods set by California Labor Code § 204, Springs Charter failed to timely pay all wages due during employment.

Accordingly, Wise seeks civil penalties on behalf of herself and Aggrieved Employees as follows:

- (1) \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 204; and
- (2) \$200 for each Aggrieved Employee for each subsequent violation of California Labor Code § 204 (penalties set by Labor Code § 210).

Failure to Timely Pay Wages After Separation of Employment
(Lab. Code §§ 201, 202 and 203)

Under California Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under California Labor Code § 202, if an employee, not having a written contract for a definite period, quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a seventy-two (72) hour notice shall be entitled to receive payment by mail if he or she so requests at a designated mailing

address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within seventy-two (72) hours of the notice of quitting. *Id.*

Under California Labor Code § 203, if an employer willfully fails to timely pay in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

As alleged herein, Springs Charter failed to provide Wise and the other Aggrieved Employees all wages owed at the time of resignation or termination including, but not limited to, regular and overtime wages they earned for work they performed off-the-clock. As a result, Springs Charter failed to pay Wise and other Aggrieved Employees all wages within the time periods set by California Labor Code §§ 201, 202 and 203. As a result, Springs Charter has violated California Labor Code §§ 201, 202 and 203.

Accordingly, Wise seeks civil penalties on behalf of herself and the other Aggrieved Employees as follows: \$100 for each Aggrieved Employee per pay period in which initial violations of California Labor Code §§ 201, 202 and 203 occurred, and \$200 for each Aggrieved Employee per pay period in which subsequent violations occurred (penalties set by California Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174, 1174.5, 1198)

Labor Code § 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Section 7 of Wage Order states,

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

Springs Charter has willfully failed to maintain the records required by § 1174 and the Wage Order, including but not limited to, all regular and overtime wages for time they worked that they performed off-the-clock while completing preliminary onboarding tasks and while attending training and orientation sessions. Accordingly, Wise seeks civil penalties from Springs Charter on behalf of herself and the other Aggrieved Employee as follows:

1. \$500 for each aggrieved employee for each violation of California Labor Code § 1174 (penalties set by Labor Code § 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of California Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f) (2)).

///
///
///
///
///
///
///
///
///
///
///

Conclusion

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that I will seek both reasonable attorneys' fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.
david@spivaklaw.com

cc: Jennifer Wise
Walter Haines, Esq.

Springs Charter Schools, Inc.
c/o Agent for Service of Process
Tanya Rogers
27740 Jefferson Avenue
Temecula, CA 92590

River Springs Charter School, Inc.
c/o Agent for Service of Process
Tanya Rogers
27740 Jefferson Avenue
Temecula, CA 92590

EXHIBIT 21

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com

2 MAYA CHEAITANI (SBN 335777)
maya@spivaklaw.com

3 THE SPIVAK LAW FIRM
4 8605 Santa Monica Bl.
5 PMB 42554
6 West Hollywood, CA 90069
7 Telephone (213) 725-9094
8 Facsimile (213) 634-2485

9 WALTER HAINES (SBN 71075)
whaines@uelglaw.com
10 UNITED EMPLOYEES LAW GROUP
11 4276 Katella Ave., #301
12 Los Alamitos, CA 90720
13 Telephone: (562) 256-1047
14 Facsimile: (562) 256-1006

15 Attorneys for Plaintiff,
16 JENNIFER WISE, and all others similarly situated

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF RIVERSIDE**
19 **(UNLIMITED JURISDICTION)**

20 JENNIFER WISE, on behalf of herself and all
21 others similarly situated, and as an “aggrieved
22 employee” on behalf of other “aggrieved
23 employees” under the Labor Code Private
24 Attorneys General Act of 2004,

25 *Plaintiff(s),*

26 vs.

27 SPRINGS CHARTER SCHOOLS, INC., a
28 California corporation; RIVER SPRINGS
CHARTER SCHOOL, INC., a California
corporation; and DOES 1-50, inclusive,

Defendants.

Case No.: RIC2002359

Assigned to the Hon. Craig Riemer

**STIPULATION TO FILE THIRD
AMENDED COMPLAINT AND
[PROPOSED] ORDER**

Date Action Filed: 07/01/2020

Trial Date: Not Set

Electronically RECEIVED by Superior Court of California, County of Riverside on 01/30/2023 05:09 PM - Marita C. Ford, Interim Executive Officer/Clerk of the Court By Amia Brown, Clerk



PIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

ATTORNEYS FOR DEFENDANTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LARA BESSER (SBN 282289)
ADRIENNE CONDRAD (SBN 318776)
JACKLYN REINHART (SBN 317622)
JACKSON LEWIS P.C.
225 Broadway, Suite 2000
San Diego, CA 92101
Telephone (619) 573-4900
Facsimile (619) 573-4901



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 IT IS HEREBY STIPULATED by and between Plaintiff Jennifer Wise (“Plaintiff”), by
2 and through her counsel of record, and Defendants Springs Charter Schools, Inc., a California
3 corporation and River Springs Charter School, Inc., a California corporation (collectively
4 “Defendants”), by and through their counsel of record, (hereafter “the Parties”) as follows:

5 WHEREAS, Plaintiff inadvertently omitted certain entities from the named Defendants in
6 her operative complaint;

7 WHEREAS, Plaintiff seeks to amend her lawsuit to name the omitted entities;

8 WHEREAS, Plaintiff will lodge the [Proposed] Third Amended Complaint (hereafter
9 referred to as the “3AC”) with the Court with the filing of this stipulation;

10 WHEREAS, the 3AC differs from the Second Amended Complaint (hereafter referred to
11 as the “2AC”) in the following respects only:

12 a. Changes the names for Plaintiff’s counsel, removing Gregory Wilbur, Esq.
13 and adding Maya Cheaitani, Esq.;

14 b. Revises the address of Plaintiff’s counsel;

15 c. Adds the following previously omitted entities and employers of the Class
16 Members as Defendants to this litigation:

17 i. Empire Springs Charter School, Inc.;

18 ii. Harbor Springs Charter School, Inc.;

19 iii. Citrus Springs Charter School, Inc.;

20 iv. Vista Springs Charter School, Inc.; and

21 v. Pacific Springs Charter School, Inc.

22 d. Adds to Paragraphs 10 to 14 the new Defendants:

23 i. Empire Springs Charter School, Inc.;

24 ii. Harbor Springs Charter School, Inc.;

25 iii. Citrus Springs Charter School, Inc.;

26 iv. Vista Springs Charter School, Inc.; and

27 v. Pacific Springs Charter School, Inc.

28 e. Corrects minor formatting, spelling, and grammatical errors.



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 WHEREAS, the factual allegations and alleged claims in the 3AC are the same as those
2 in the 2AC except for the changes enumerated above.

3 WHEREAS, the Parties agree that a 3AC is necessary in this matter in order to further
4 resolution and the parties settlement of this matter.

5 IT IS HEREBY STIPULATED, by the Parties herein, through their respective counsel:

6 1. That Plaintiff may file the Third Amended Complaint, which is attached hereto as
7 Exhibit A;

8 2. That the Third Amended Complaint be deemed filed and served as of the date that
9 the Court signs this Order;


10 3. That by not opposing Plaintiff's filing of the Third Amended Complaint,
11 Defendants are not waiving any defenses; and

12 4. That Defendants will file a response to Plaintiff's Third Amended Complaint
13 within thirty (30) days of the date of filing, including but not limited to an answer.

14 IT IS SO STIPULATED.


15 Dated: January 30, 2023

THE SPIVAK LAW FIRM

16
17 By: 
18 DAVID SPIVAK
19 MAYA CHEAITANI
20 Attorneys for Plaintiff JENNIFER WISE
21 and all others similarly situated

JACKSON LEWIS P.C.

22
23 Dated: January 30, 2023

24 By: 
25 LARA P. BESSER
26 ADRIENNE L. CONRAD
27 JACLYN M. REINHART
28 Attorneys for Defendants SPRINGS
CHARTER SCHOOLS, INC.; and RIVER
SPRINGS CHARTER SCHOOL, INC.



Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

PROPOSED ORDER

1
2
3 Upon considering the Parties' Stipulation to File a Third Amended Complaint, the Court
4 orders that Plaintiff's Third Amended Complaint is deemed filed and served as of the date of this
5 ~~Order~~. Defendants will file a response to Plaintiff's Third Amended Complaint within 30 days
6 of this Order, including but not limited to an answer.

7 02/01/2023

8 **DATE**


HON. CRAIG RIEMER
SUPERIOR COURT JUDGE



23
24
25 **SPIVAK LAW**
Employee Rights Attorneys

26 Mail:
27 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

28 Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

EXHIBIT A

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
2 MAYA CHEAITANI (SBN 335777)
maya@spivaklaw.com
3 THE SPIVAK LAW FIRM
4 8605 Santa Monica Bl., PMB 42554
West Hollywood, CA 90069
5 Telephone (213) 725-9094
Facsimile (213) 634-2485
6

7 Attorneys for Plaintiff,
JENNIFER WISE, and all others similarly situated
8 (Additional counsel for Plaintiff on the following page)

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**
11 **(UNLIMITED JURISDICTION)**

12
13 JENNIFER WISE, on behalf of herself and all
14 others similarly situated, and as an “aggrieved
15 employee” on behalf of other “aggrieved
Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18
19 SPRINGS CHARTER SCHOOLS, INC., a
California corporation; RIVER SPRINGS
20 CHARTER SCHOOL, INC., a California
corporation; EMPIRE SPRINGS CHARTER
21 SCHOOL, INC., a California corporation;
HARBOR SPRINGS CHARTER SCHOOL,
22 INC., a California corporation; CITRUS
SPRINGS CHARTER SCHOOL, INC., a
23 California corporation; VISTA SPRINGS
CHARTER SCHOOL, INC., a California
24 corporation; PACIFIC SPRINGS CHARTER
SCHOOL, INC., a California corporation and
25 DOES 1-50, inclusive,

26 *Defendants.*

Case No.: RIC2002359

CLASS ACTION

THIRD AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
2. Failure to authorize and permit rest breaks (Lab. Code §§ 226.7 and 1198);
3. Failure to provide meal periods (Lab. Code §§ 226.7, 512, and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code § 226);
5. Waiting Time Penalties (Lab. Code §§ 201-203);
6. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*); and
7. Civil Penalties (Lab. Code §§ 2698, *et seq.*)

JURY TRIAL DEMANDED



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

ADDITIONAL ATTORNEY FOR PLAINTIFF

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

WALTER HAINES (SBN 71075)
whaines@uelglaw.com
UNITED EMPLOYEES LAW GROUP
4276 Katella Ave., #301
Los Alamitos, CA 90720
Telephone: (562) 256-1047
Facsimile: (562) 256-1006



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 Plaintiff JENNIFER WISE (hereafter “Plaintiff”), on behalf of herself and all others
2 similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations of
5 the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the
6 Wage Order”) and the Business and Professions Code against defendants SPRINGS CHARTER
7 SCHOOLS, INC., a California corporation; RIVER SPRINGS CHARTER SCHOOL, INC., a
8 California corporation; EMPIRE SPRINGS CHARTER SCHOOL, INC., a California
9 corporation; HARBOR SPRINGS CHARTER SCHOOL, INC., a California corporation;
10 CITRUS SPRINGS CHARTER SCHOOL, INC., a California corporation; VISTA SPRINGS
11 CHARTER SCHOOL, INC., a California corporation; PACIFIC SPRINGS CHARTER
12 SCHOOL, INC., a California corporation; and DOES 1 through 50, inclusive (collectively
13 “Defendants”).

14 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
15 and other similarly situated applicants for employment and prospective, current and former
16 employees who worked in California, including, but not limited to human resources staff,
17 administrative staff, teachers, and persons in similar positions, at any time during the period
18 beginning four years prior to the filing of this action to the present, for unpaid wages and other
19 related relief. These claims are based on Defendants’ alleged failures to (1) compensate Plaintiff
20 and the below-described Class for all hours worked at the correct rates of pay; (2) provide meal
21 periods; (3) authorize and permit rest breaks; (4) provide accurate written wage statements, (5)
22 timely pay wages upon termination of employment, and (6) fairly compete. Additionally, Plaintiff
23 seeks civil penalties under the California Labor Code Private Attorneys General Act, Labor Code
24 §§ 2698, *et seq.* (“PAGA”). Accordingly, Plaintiff now seeks to recover civil penalties, unpaid
25 wages, and related relief through this class action.

26 **JURISDICTION AND VENUE**

27 3. This Court has subject matter jurisdiction because the aggregate claims of Plaintiff
28 and the Class Members, inclusive of all relief, place more than \$25,000 in controversy.

3 There is no basis for federal question subject matter jurisdiction in this case.
Specifically, Plaintiff asserts claims on behalf of herself and the Class Members that solely arise
under California law, rather than federal law.



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5. There is also no basis for federal diversity jurisdiction in this case.

6. Venue is proper in Riverside County pursuant to California Code of Civil Procedure § 395(a) and § 395.5 in that liability arose in Riverside County because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or because each defendant is found, maintains offices, transacts business, and/or has an agent therein.

PARTIES

7. Plaintiff JENNIFER WISE is a resident of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11160 and an “aggrieved employee” within the meaning of Labor Code Section 2699(c).

8. Defendant SPRINGS CHARTER SCHOOLS, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

9. Defendant RIVER SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

10. Defendant EMPIRE SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

11. Defendant HARBOR SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

12. Defendant CITRUS SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

13. Defendant VISTA SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

14. Defendant PACIFIC SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiff’s information and belief.

15. Plaintiff is ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend the Complaint to allege the true names and capacities of the DOE defendants when ascertained.

16. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all Defendants were the agents, employees and/or servants, masters or employers of the



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 remaining Defendants, and in doing the things hereinafter alleged, were acting within the course
2 and scope of such agency or employment, and with the approval and ratification of each of the
3 other Defendants.

4 17. At all relevant times, in perpetrating the acts and omissions alleged herein,
5 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
6 of a practice which resulted in Defendants not paying Plaintiff and the Class in accordance with
7 applicable California labor laws as alleged herein.

8 18. Plaintiff is informed and believes and thereon alleges that each and every one of
9 the acts and omissions alleged herein were performed by, and/or are attributable to, all
10 Defendants, each acting as agents and/or employees, and/or under the direction and control of
11 each of the other Defendants, and that said acts and failures to act were within the course and
12 scope of said agency, employment, and/or direction and control.

13 **CLASS ALLEGATIONS**

14 19. This action has been brought and may be maintained as a class action pursuant to
15 California Code of Civil Procedure § 382 because there is a well-defined community of interest
16 among the persons who comprise the readily ascertainable class defined below and because
17 Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class
18 action.

19 20. **Class Definition:** The Class is defined as follows: all persons who applied for
20 employment with Defendants in California, were prospective employees of Defendants in
21 California, and/or who Defendants employed in California, including but not limited to human
22 resources staff, administrative staff, teachers, and persons in comparable positions, at any time
23 during the period beginning four years prior to the filing of this action and ending on the date
24 that final judgment is rendered in this action.

25 21. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
26 right to amend or modify the class definitions with greater specificity, by further division into
27 subclasses and/or by limitation to particular issues.

28 22. **Numerosity:** The Class is so numerous that the joinder of each individual class
member is impractical. While Plaintiff does not currently know the exact number of the Class,
Plaintiff is informed and believes that the actual number exceeds the minimum required for
numerosity under California law.



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 23. **Commonality and Predominance:** Common questions of law and fact exist as
2 to all class members and predominate over any questions which affect only individual class
3 members. These questions include, but are not limited to:

4 A. Whether Defendants failed to pay all wages earned to Class Members for
5 all hours worked at the correct rates of pay;

6 B. Whether Defendants failed to provide meal periods to Class Members;

7 C. Whether Defendants failed to authorize and permit rest breaks for Class
8 Members;

9 D. Whether Defendants knowingly and intentionally failed to provide the
10 Class Members with accurate and complete wage statements;

11 E. Whether Defendants failed to timely pay final wages upon termination of
12 the Class Members' employment;

13 F. Whether Defendants engaged in unfair competition within the meaning of
14 Business and Professions Code §§ 17200, *et seq.*, with respect to the Class;

15 G. Whether the Class Members are entitled to restitution of money or
16 property that Defendants may have acquired from them through alleged Labor Code violations;

17 H. Whether the Class Members are entitled to prejudgment interest; and

18 I. Are the Class Members entitled to attorneys' fees?

19 24. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
20 Plaintiff is informed and believes and thereon alleges that Defendants have a policy, practice, or
21 a lack of a policy which resulted in Defendants failing to comply with the California Labor Code
22 and the Business and Professions Code as alleged herein.

23 25. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
24 in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent
25 class. Plaintiff is dedicated to vigorously prosecuting this action on behalf of the Class. Plaintiff
26 will fairly and adequately represent and protect the interests of the Class.

27 26. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
28 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
experienced in class action litigation and are dedicated to vigorously prosecuting this action on
behalf of Plaintiff and the absent Class.

 27. **Superiority:** A class action is vastly superior to other available means for fair and



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 efficient adjudication of class' claims and would be beneficial to the parties and the Court. Class
2 action treatment will allow a number of similarly situated persons to simultaneously and
3 efficiently prosecute their common claims in a single forum without the unnecessary duplication
4 of effort and expense that numerous individual actions would entail. In addition, the monetary
5 amounts due to many individual class members are likely to be relatively small and would thus
6 make it difficult, if not impossible, for individual class members to both seek and obtain relief.
7 Moreover, a class action will serve an important public interest by permitting class members to
8 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
9 potential for inconsistent or contradictory judgments inherent in individual litigation.

10 **STATEMENT OF FACTS**

11 28. In or about January of 2019, Defendants first employed Plaintiff to work in
12 California as a non-exempt hourly human resources generalist at their charter school located in
13 Temecula, California. Defendants continuously employed Plaintiff in this capacity from the time
14 of her hire until on or about May 10, 2019, when her employment ended.

15 29. Plaintiff and the Class Members earned their wages at an hourly rate or salary and
16 Defendants provided them with paychecks on either a bi-weekly or semimonthly basis. At the
17 inception of Plaintiff's employment, Defendants issued her and the Class Members their
18 paychecks on a bi-weekly basis. In approximately March of 2019, Defendants began issuing
19 paychecks to Plaintiff and the Class on a semimonthly basis.

20 30. At relevant times within the applicable limitations period, Defendants required
21 Plaintiff and the Class Members to perform work while clocked out. At the inception of Plaintiff's
22 and the Class Members' employment, Defendants required them to complete various onboarding
23 tasks, such as obtaining background checks and tuberculosis tests, and completing various
24 paperwork, such as IRS Forms I-9 and W-4, worksite and school tours, outside of their scheduled
25 working hours. Defendants also required Plaintiff and the Class Members to attend a new-hire
26 orientation while clocked out from work. Defendants failed to compensate Plaintiff and the Class
27 for this work performed off-the-clock. Though these activities exceeded five hours in a day,
28 Defendants did not authorize and permit Plaintiff and the Class Members to take rest periods or
provide them with meal periods.

31. Defendants failed to maintain accurate written employee records pertaining to
Plaintiff and the other Class Members, including accurate wage statements itemizing each Class



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 Member's gross wages earned, net wages earned, total hours worked, corresponding number of
2 hours worked at each rate by the Class Member, and other requirements of California Labor Code
3 § 226.

4 32. At all relevant times, upon resignation or termination, Defendants failed to pay
5 final wages in a timely manner as a result of their failure to pay employees for all work performed
6 off-the-clock. Defendants willfully failed and refused to pay timely compensation and wages,
7 including, but not limited to, regular time and overtime wages for hours they worked while
8 completing preliminary onboarding tasks and while attending training and orientation sessions
9 while off-the-clock.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

12 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

13 33. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

14 34. At all relevant times, Plaintiff and the Class Members have been non-exempt
15 employees of Defendants and entitled to the benefits and protections of California Labor Code §
16 § 510, 1194, 1197, 1198, and the Wage Order.

17 35. Section 2 of the Wage Order defines "hours worked" as "the time during which
18 an employee is subject to the control of an employer, and includes all the time the employee is
19 suffered or permitted to work, whether or not required to do so."

20 36. Section 3 of the Wage Order states:

21 (A) Daily Overtime - General Provisions

22 (1) The following overtime provisions are applicable to employees
23 18 years of age or over and to employees 16 or 17 years of age who
24 are not required by law to attend school and are not otherwise
25 prohibited by law from engaging in the subject work. Such
26 employees shall not be employed more than eight (8) hours in any
27 workday or more than 40 hours in any workweek unless the
28 employee receives one and one-half (1 ½) times such employee's
regular rate of pay for all hours worked over 40 hours in the
workweek. Eight (8) hours of labor constitutes a day's work.
Employment beyond eight (8) hours in any workday or more than
six (6) days in any workweek is permissible provided the employee
is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(b) Double the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee’s regular hourly salary as one-fortieth (1/40) of the employee’s weekly salary.

37. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

38. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

39. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

40. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

41. California Labor Code § 1198 makes it unlawful for an employer to employ an



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 employee under conditions that violate the Wage Order.

2 42. In conjunction, these provisions of the California Labor Code require employers
3 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
4 for all hours worked, including unrecorded hours when the employer knew or reasonably should
5 have known that employees were working during those hours. (See *Morillion v. Royal Packing*
Co. (2000) 22 Cal.4th 575, 585.)

6 43. Plaintiff is informed and believes that, at all relevant times, Defendants have
7 applied centrally devised policies and practices to her and the Class Members with respect to
8 working conditions and compensation arrangements.

9 44. At all relevant times, Defendants paid Plaintiff and the Class Members at an
10 hourly rate or salary on either a bi-weekly or semimonthly basis.

11 45. At all relevant times, Defendants failed to pay Plaintiff and the Class Members
12 for all hours worked at the correct rates of pay, including, but not limited to, regular and overtime
13 wages for all hours they worked while completing preliminary onboarding tasks and while
14 attending training and orientation sessions while off-the-clock.

15 46. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
16 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
17 failure to compensate the Class for all hours worked at the correct rate of pay as required by
18 California law.

19 47. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
20 have suffered damages in an amount, subject to proof, to the extent that they were not paid the
21 full amount of wages earned during each pay period during the applicable limitations period,
22 including minimum, overtime, and double-time wages.

23 48. Pursuant to California Labor Code § 1194, Plaintiff, on behalf of herself and Class
24 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts
25 of unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, including
26 interest thereon, as permitted by law, all in amounts subject to proof.

27 ///

28 ///

///

///



SPIVAK LAW
Employee Rights Attorneys
Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff and the Class against all Defendants)

1
2
3
4 49. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

5 50. At all relevant times during the applicable limitations period, Plaintiff and the
6 Class Members have been employees of Defendants and entitled to the benefits and protections
7 of California Labor Code §§ 226.7, 1198, and the Wage Order.

8 51. Labor Code § 1198 states,

9 “The maximum hours of work and the standard conditions of labor
10 fixed by the commission shall be the maximum hours of work and the
11 standard conditions of labor for employees. The employment of any
12 employee for longer hours than those fixed by the order or under conditions
13 of labor prohibited by the order is unlawful.”

14 52. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all
15 employees to take rest periods, which insofar as practicable shall
16 be in the middle of each work period. The authorized rest period
17 time shall be based on the total hours worked daily at the rate often
18 (10) minutes net rest time per four (4) hours or major fraction
19 thereof. However, a rest period need not be authorized for
20 employees whose total daily work time is less than three and one-
21 half (3 1/2) hours. Authorized rest period time shall be counted as
22 hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest
23 period in accordance with the applicable provisions of this Order,
24 the employer shall pay the employee one (1) hour of pay at the
25 employee’s regular rate of compensation for each work day that the
26 rest period is not provided.

27 53. “[I]n the context of an eight-hour shift, ‘[a]s a general matter,’ one rest break
28 should fall on either side of the meal break. (*Ibid.*)” *Brinker Rest. Corp. v. Superior Court* (2012)
53 Cal. 4th 1004, 1032, 273 P.3d 513, 531.

54. In addition, Labor Code Section 226.7 states



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class against all Defendants)

1
2
3
4 57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

5 58. At all relevant times during the applicable limitations period, Plaintiff and the
6 Class Members have been employees of Defendants and entitled to the benefits and protections
7 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

8 59. Labor Code § 1198 states,

9 “The maximum hours of work and the standard conditions of labor
10 fixed by the commission shall be the maximum hours of work and the
11 standard conditions of labor for employees. The employment of any
12 employee for longer hours than those fixed by the order or under conditions
13 of labor prohibited by the order is unlawful.”

14 60. In relevant part, Labor Code Section 512 states

15 “An employer may not employ an employee for a work period of more
16 than five hours per day without providing the employee with a meal period
17 of not less than 30 minutes, except that if the total work period per day of
18 the employee is no more than six hours, the meal period may be waived by
19 mutual consent of both the employer and employee. An employer may not
20 employ an employee for a work period of more than 10 hours per day
21 without providing the employee with a second meal period of not less than
22 30 minutes, except that if the total hours worked is no more than 12 hours,
23 the second meal period may be waived by mutual consent of the employer
24 and the employee only if the first meal period was not waived.”

25 61. In relevant part, Section 11 of the Wage Order states:

26 Meal Periods:

27 (A) No employer shall employ any person for a work period of
28 more than five (5) hours without a meal period of not less than 30 minutes,
except that when a work period of not more than six (6) hours will complete
the day’s work the meal period may be waived by mutual consent of the
employer and the employee.

(B) An employer may not employ an employee for a work period
of more than ten (10) hours per day without providing the employee with
a second meal period of not less than 30 minutes, except that if the total
hours worked is no more than 12 hours, the second meal period may be



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

waived by mutual consent of the employer and the employee only if the first meal period was not waived.

(C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

62. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

63. During the relevant time period, Defendants failed to provide Plaintiff with all required meal periods in accordance with California Labor Code § 512 and the Wage Order, including, but not limited to, a second 30-minute uninterrupted meal periods on workdays the employee worked more than ten hours in a workday. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the Class Members with all meal periods required by California Labor Code § 512 and the Wage Order, including, but not limited to, a second 30-minute uninterrupted meal period on workdays they worked more than ten hours in a workday.

64. Defendants failed to pay Plaintiff the additional wages required by California Labor Code § 226.7 for all meal periods not provided to her. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants have maintained a policy, practice, or a lack of a policy which resulted in Defendants not



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 providing the Class Members with additional wages for all meal periods not provided to them as
2 required by California Labor Code § 226.7.

3 65. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
4 suffered damages in amounts subject to proof to the extent they were not paid additional wages
5 owed for all meal periods not provided to them.

6 66. By reason of the above, Plaintiff and the Class Members are entitled to premium
7 wages for workdays in which one or more meal periods were not provided to them pursuant to
8 California Labor Code § 226.7.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

11 **(Lab. Code § 226)**

12 **(By Plaintiff and the Class against all Defendants)**

13 67. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

14 68. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
15 entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized
16 statement showing, among other items, 1) gross wages earned; 2) total hours worked, except for
17 any employee whose compensation is solely based on a salary and who is exempt from payment
18 of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
19 Commission; 3) net wages earned; and 4) all applicable hourly rates in effect during the pay
20 period and the corresponding number of hours worked at each hourly rate by the employee.

21 69. Pursuant to California Labor Code § 226(e), an employee is deemed to suffer
22 injury if the employer fails to provide a wage statement. Additionally, an employee is deemed to
23 suffer injury if the employer fails to provide accurate and complete information as required by
24 California Labor Code § 226(a) and the employee cannot "promptly and easily determine" from
25 the wage statement alone one or more of the following:

26 A. The amount of the gross wages or net wages paid to the employee during
27 the pay period or any of the other information required to be provided on the itemized wage
28 statement pursuant to California Labor Code § 226(a);

B. Which deductions the employer made from gross wages to determine the
net wages paid to the employee during the pay period;

C. The name and address of the employer and, if the employer is a farm labor



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
2 and address of the legal entity that secured the services of the employer during the pay period;
3 and

4 D. The name of the employee and only the last four digits of his or her social
5 security number or an employee identification number other than a social security number.

6 70. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
7 means a reasonable person would be able to readily ascertain the information without reference
8 to other documents or information.

9 71. As alleged herein, Defendants failed to provide Plaintiff and the Class Members
10 all wages owed, including but not limited to, all regular and overtime wages owed at the correct
11 rates. As a result, Defendants have failed to properly and accurately itemize each employee’s
12 gross wages earned, net wages earned, the total hours worked, the corresponding number of hours
13 worked by employees, and other requirements of California Labor Code § 226. As a result,
14 Defendants have violated California Labor Code § 226.

15 72. Defendants’ failure to provide Plaintiff and the Class Members with accurate and
16 complete wage statements was knowing and intentional. Defendants had the ability to provide
17 Plaintiff and the Class with accurate wage statements but intentionally provided wage statements
18 that Defendants knew were not accurate, or did not provide wage statements at all.

19 73. As a result of being provided with inaccurate wage statements by Defendants,
20 Plaintiff and the Class have suffered injury. Their legal rights to receive accurate wage statements
21 were violated and they were misled about the amount of wages they had actually earned and were
22 owed. In addition, the absence of accurate information on their wage statements prevented
23 immediate challenges to Defendants’ unlawful pay practices, has required discovery and
24 mathematical computations to determine the amounts of wages owed, has caused difficulty and
25 expense in attempting to reconstruct time and pay records and/or has led to the submission of
26 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
27 and the Class Members were not able to ascertain from the wage statements whether Defendants
28 complied with their obligations under California Labor Code § 226(a).

74. Pursuant to California Labor Code § 226(e), Plaintiff and the Class are entitled to
recover the greater of actual damages, or penalties of fifty dollars (\$50.00) for the initial pay
period in which a violation of California Labor Code § 226(a) occurred and one hundred dollars



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 (\$100.00) for each violation of California Labor Code § 226(a) in a subsequent pay period, not
2 to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per Class Member, and are
3 also entitled to an award of costs and reasonable attorneys' fees.

4 **FIFTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Lab. Code §§ 201-203)**

7 **(By Plaintiff and the Class against all Defendants)**

8 75. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 76. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class Members have been non-exempt employees of Defendants and entitled to the benefits and
11 protections of California Labor Code §§ 201-203 and the Wage Order.

12 77. California Labor Code § 201 provides that all earned and unpaid wages of an
13 employee who is discharged are due and payable immediately at the time of discharge.

14 78. California Labor Code § 202 provides that all earned and unpaid wages of an
15 employee who quits after providing at least 72-hours notice before quitting are due and payable
16 at the time of quitting and that all earned and unpaid wages of an employee who quits without
17 providing at least 72-hours notice before quitting are due and payable within 72 hours.

18 79. By failing to pay earned regular and overtime wages to Plaintiff and the Class
19 Members at the correct rates, Defendants failed to timely pay them all earned and unpaid wages
20 in violation of California Labor Code § 201 or § 202.

21 80. Plaintiff is informed and believes that Defendants' failures to timely pay all final
22 wages to her and the Class Members have been willful in that Defendants have the ability to pay
23 final wages in accordance with California Labor Code §§ 201 and 202 but have intentionally
24 adopted policies or practice that are incompatible with those requirements.

25 81. California Labor Code § 203 provides that the wages of an employee continue on
26 a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned
27 and unpaid wages to the employee in accordance with California Labor Code § 201 or § 202.

28 82. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
and the Class Members all of their earned and unpaid wages have been willful in that, at all
relevant times, Defendants have deliberately maintained policies and practices that violate the
requirements of the Labor Code and the Wage Order even though, at all relevant times, they have



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 had the ability to comply with those legal requirements.

2 83. Pursuant to California Labor Code § 203, Plaintiff seeks waiting time penalties
3 on behalf of herself and the Class, in amounts subject to proof not to exceed 30 days of waiting
4 time penalties for each Class Member.

5 **SIXTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(Bus. & Prof. Code §§ 17200, et seq.)**

8 **(By Plaintiff and the Class against all Defendants)**

9 84. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 85. At all relevant times, Plaintiff and the Class Members have been non-exempt
11 employees of Defendants and entitled to the benefits and protections of the Business and
12 Professions Code §§ 17200, et seq.

13 86. The unlawful conduct of Defendants alleged herein amounts to and constitutes
14 unfair competition within the meaning of California Business & Professions Code §§ 17200, et
15 seq. Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
16 gained a competitive advantage over other comparable companies doing business in California
17 that comply with their legal obligations to, among other things, pay their employees all earned
18 wages for all regular and overtime hours worked.

19 87. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
20 Class Members have suffered injuries in fact and have lost money or property. Defendants
21 deprived Plaintiff and the Class Members of minimum wages, overtime wages, double-time
22 wages, premium wages for all workdays one or more meal periods were not provided, premium
23 wages for all workdays one or more rest periods were not provided, and reimbursement for
24 expenses that Plaintiff and the other Class Members incurred during the course of performing
25 their duties and in advance of employment.

26 88. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
27 Class Members are entitled to restitution of all monies rightfully belonging to them that
28 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
practices.

89. Plaintiff and the Class are entitled to reasonable attorneys' fees in connection with
their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 substantial benefit doctrine and/or the common fund doctrine.

2 90. Accordingly, with respect to this cause of action, on behalf of herself and the
3 Class, Plaintiff prays for the herein stated relief, and an award of all reasonable costs and
4 attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to proof.

5 **SEVENTH CAUSE OF ACTION**

6 **CIVIL PENALTIES**

7 **(By Plaintiff and the Class against all Defendants)**

8 91. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 92. The "Aggrieved Employees" are all individuals currently and formerly employed
10 in California as non-exempt hourly employees, including but not limited to human resources
11 staff, administrative staff, teacher, and other hourly employees in comparable positions during
12 the period beginning April 29, 2019 and ending on the date that final judgment is entered in this
13 action.

14 93. Labor Code § 204 states

15 (a) All wages, other than those mentioned in Section 201, 201.3, 201.4, or
16 204.2, earned by any person in any employment are due and payable twice during
17 each calendar month, on days designated in advance by the employer as the
18 regular paydays. Labor performed between the 1st and 15th days, inclusive, of
19 any calendar month shall be paid for between the 16th and 26th day of the month
20 during which the labor was performed, and labor performed between the 16th and
21 last day, inclusive, of any calendar month, shall be paid between the 1st and 10th
22 day of the following month. . . .

23 (b) (1) Notwithstanding any other provision of this section, all wages
24 earned for labor in excess of the normal work period shall be paid no later than
25 the payday for the next regular payroll period.

26 (2) An employer is in compliance with the requirements of
27 subdivision (a) of Section 226 relating to total hours worked by the employee, if
28 hours worked in excess of the normal work period during the current pay period
are itemized as corrections on the paystub for the next regular pay period. Any
corrections set out in a subsequently issued paystub shall state the inclusive dates
of the pay period for which the employer is correcting its initial report of hours
worked.

(c) However, when employees are covered by a collective bargaining
agreement that provides different pay arrangements, those arrangements shall
apply to the covered employees.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

94. Defendants paid wages on to employees on either bi-weekly or semimonthly intervals. Defendants failed to pay Plaintiff on such intervals for all wages earned and all hours worked, including but not limited to all regular and overtime wages for hours she worked while completing onboarding tasks and while attending training and orientation sessions while off-the-clock. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

95. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 510, 1174, 1194, 1197, and 1198.

96. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

97. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are entitled to recover civil penalties for each of Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 510, 1174, 1194, 1197, and 1198 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each aggrieved employee for initial violations and one thousand dollars (\$1,000.00) for each aggrieved employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

C. For violations of California Labor Code § 510 fifty dollars (\$50.00) for each aggrieved employee for initial violations and one hundred dollars (\$100.00) for each aggrieved employee for each subsequent violation, per pay period (penalty amounts established by California Labor Code § 558).

D. For violations of California Labor Code § 1174, five hundred dollars



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 (\$500.00) for each aggrieved employee for each violation (penalty amounts established by
2 California Labor Code § 1174.5).

3 E. For violations of California Labor Code § 1197, one hundred dollars
4 (\$100.00) for each aggrieved employee per pay period for each initial and intentional violation
5 and two hundred fifty dollars (\$250.00) for each aggrieved employee per pay period for each
6 subsequent violation (regardless of whether the initial violations were intentionally committed)
7 (penalty amounts established by California Labor Code § 1197.1).

8 F. For violations of California Labor Code §§ 201, 202, 203, 1194, and 1198,
9 one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial
10 violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
11 subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

12 98. Plaintiff has complied with the procedures for bringing suit specified in California
13 Labor Code § 2699.3. By letters dated April 29, 2020 and May 6, 2020, Plaintiff gave written
14 notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written
15 notice by certified mail to Defendants of the specific provisions of the California Labor Code
16 alleged to have been violated, including the facts and theories in support of the alleged violations.
17 Plaintiff accompanied her LWDA notices with fees in the amount of \$75.00. True and correct
18 copies of Plaintiff’s written notice to the LWDA dated April 29, 2020 and May 6, 2020 are
19 collectively attached hereto as **Exhibit A**. The LWDA has not responded to Plaintiff’s letters.

20 99. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
21 Employees are entitled to an award of civil penalties, reasonable attorneys’ fees, and costs in
22 connection with their claims for civil penalties.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for relief and judgment
25 against Defendants as follows:

- 26 A. An order that the action be certified as a class action;
- 27 B. An order that Plaintiff be appointed class representative;
- 28 C. An order that counsel for Plaintiff be appointed class counsel;
- D. Unpaid wages;
- E. Actual damages;
- F. Statutory damages;



Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- G. Liquidated damages;
- H. Restitution;
- I. Declaratory relief;
- J. Equitable relief;
- K. Statutory penalties;
- L. Civil Penalties;
- M. Pre-judgment and post-judgment interest;
- N. Costs of suit;
- O. Interest;
- P. Reasonable attorneys' fees; and
- Q. Such other relief as the Court deems just and proper.


DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: January 30, 2023

By: 

 DAVID SPIVAK
 MAYA CHEAITANI, Attorneys for
 Plaintiff, JENNIFER WISE and all others
 similarly situated



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

EXHIBIT A



SPIVAK LAW

SENT BY ELECTRONIC SUBMISSION AND CERTIFIED MAIL

May 6, 2020

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

RE: *Jennifer Wise/ Springs Charter Schools, Inc.*

To Whom It May Concern:

This notice concerns the following employers:

1. Springs Charter Schools, Inc., a California corporation; and
2. River Springs Charter Schools, Inc., a California corporation

Collectively, the aforementioned employers are herein referred to as “Springs Charter.”

This is a supplemental notice to Jennifer Wise’s original notice, dated April 29, 2020 (enclosed). The original notice mistakenly referenced the Industrial Welfare Commission Order No. 4-2001, rather than Industrial Welfare Commission Order No. 5-2001 (hereafter the “Wage Order” or “Wage Order 5”). The original notice is incorporated by reference herein.

At all relevant times, Springs Charter has employed persons, conducted business in, and engaged in illegal payroll practices and policies throughout California. Wise and the Aggrieved Employees are “employees” within the meaning of the

16530 VENTURA BLVD., STE 203
ENCINO, CA 91436

TEL (818) 582-3086
FAX (818) 582-2561

SPIVAKLAW.COM

Conclusion

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that I will seek both reasonable attorneys' fees and costs under Labor Code section 2699, subdivision (g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

david@spivaklaw.com

cc: Jennifer Wise

Walter Haines, Esq.

Springs Charter Schools, Inc.
c/o Agent for Service of Process
Tanya Rogers
27740 Jefferson Avenue
Temecula, CA 92590

River Springs Charter School, Inc.
c/o Agent for Service of Process
Tanya Rogers
27740 Jefferson Avenue
Temecula, CA 92590



SPIVAK LAW

***SENT BY ELECTRONIC SUBMISSION, AND CERTIFIED U.S. MAIL ***

April 29, 2020

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

RE: *Jennifer Wise / Springs Charter Schools, Inc.*

To whom it may concern:

This notice concerns the following employers:

1. Springs Charter Schools, Inc., a California corporation; and
2. River Springs Charter School, Inc., a California corporation

Collectively, the aforementioned employers are herein referred to as “Springs Charter.”

Pursuant to the California Labor Code Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *et seq.*), Jennifer Wise (hereafter “Wise”) provides notice on behalf of herself and of all individuals currently and formerly employed in California as hourly employees, including but not limited to human resources staff, administrative staff, teachers, and other hourly employees in comparable positions (hereafter referred to collectively as “Aggrieved Employees”) by Springs Charter, of violations of California Labor Code §§ 201, 202, 203, 204, 226, 510, 1174, 1174.5, 1194, 1197, and 1198.

At all relevant times, Springs Charter has employed persons, conducted business in, and engaged in illegal payroll practices and policies throughout California. Wise and the Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage Order”

16530 VENTURA BLVD., STE 203
ENCINO, CA 91436

TEL (818) 582-3086
FAX (818) 582-2561

SPIVAKLAW.COM

or “Wage Order 4”), paragraph 2.F, and “Aggrieved Employees” within the meaning of California Labor Code § 2699(c).

Statement of Facts

Springs Charter began to employ Wise in approximately January of 2019 as a non-exempt hourly human resources generalist at its charter school located in Temecula, California. Wise continuously worked for Springs Charter in this capacity from the time of her hire until on or about May 10, 2019, when her employment ended.

At all relevant times, Springs Charter employed Wise and the other Aggrieved Employees and issued their paychecks on either a bi-weekly or semimonthly basis. At the inception of Wise’s employment, Springs Charter issued her and the Aggrieved Employees their paychecks on a bi-weekly basis. In approximately March of 2019, Springs Charter began issuing paychecks to Wise and the Aggrieved Employees on a semimonthly basis. At all relevant times, Springs Charter classified Wise and the Aggrieved Employees as non-exempt employees entitled to the protections of both the Labor Code and Wage Order.

Springs Charter required Wise and the Aggrieved Employees to perform work while clocked out. At the inception of their employment, Springs Charter required Wise and the Aggrieved Employees to complete onboarding tasks, such as obtaining background checks and tuberculosis tests, and completing various paperwork such as IRS forms I-9 and W-4, outside of their scheduled working hours. Springs Charter also required Wise and the Aggrieved Employees to attend a new-hire orientation while clocked out from work. Springs Charter failed to compensate Wise and the Aggrieved Employees for this work performed off-the-clock.

For the reasons herein, Wise alleges the following violations of the California Labor Code and the Wage Order on behalf of herself and the Aggrieved Employees:

- a) Springs Charter failed to pay Wise and the Aggrieved Employees for all hours worked at the correct rates of pay including, but not limited to, minimum and overtime pay due to off-the-clock work while completing preliminary onboarding tasks and while attending training and orientation sessions;
- b) Springs Charter failed to provide Wise and the Aggrieved Employees with accurate wage statements;
- c) Springs Charter failed to timely pay Wise and the Aggrieved Employees all earned and unpaid wages during employment; and
- d) Springs Charter failed to timely pay Wise and the Aggrieved Employees who are former employees all earned and unpaid wages at the time of separation from employment.

Accordingly, Wise now seeks civil penalties on behalf of herself and the other Aggrieved Employees based on Springs Charter's alleged violations of the California Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in professional, technical, clerical, mechanical, and similar occupations[.]" Wage Order § 1. The phrase "Professional, Technical, Clerical, Mechanical, and Similar Occupations" includes "professional, semiprofessional, managerial, supervisory, . . . , clerical, office work, and mechanical occupations" including "teachers." *Id.* § 2 (O).

At all relevant times during the applicable limitations period, Springs Charter employed Wise and the other Aggrieved Employees as human resources generalists, administrative staff, teachers, and employees in comparable positions. Accordingly, Wise and the other Aggrieved Employees are entitled to the protections provided under the Wage Order.

**Failure to Pay All Wages for All Hours Worked at the Correct Rates of
Pay**
(Lab Code §§ 510, 1194, 1197, and 1198)

Under California Labor Code § 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, California Labor Code § 1194 states,

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the [...] legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of [...] overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

In relevant part, Section 3 of the Wage Order states,

(A) Daily Overtime - General Provisions

- (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8)

hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

In relevant part, California Labor Code § 510 states,

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

With respect to overtime wages, the regular rate of pay under California law must include "all remuneration for employment paid to, on behalf of, the employee." O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited, to, non-discretionary bonuses. See, e.g., *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904–05.

Commissions and bonuses must be included in the regular rate whether they are the sole source of the employee's compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§778.117, 778.208. See *Oliver v. Mercy Med. Ctr., Inc.* (9th Cir 1982) 695 F.2d 379.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

Employers must compensate non-exempt employees for "off-the-clock" work (before punching in or after punching out on a time clock) if the employers knew or should have known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

Springs Charter knowingly failed to pay Wise and the Aggrieved Employees for all hours worked at the correct rates of pay, including, but not limited to, all regular and overtime wages for hours they worked while completing preliminary onboarding tasks and while attending training and orientation sessions while off-the-clock.

Accordingly, Wise seeks civil penalties on behalf of herself and the other Aggrieved Employees as follows:

1. \$50 for each Aggrieved Employee for each initial violation of California Labor Code § 510, and \$100 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code § 558);
2. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2));
3. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1194, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California labor Code § 2699(f)(2)); and

4. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1197, and \$250 for each Aggrieved Employee for each subsequent violation, per pay period (regardless of whether the initial violations were intentionally committed) (penalties set by California Labor Code § 1197.1).

Failure to Provide Accurate Written Wage Statements
(Lab. Code § 226)

California Labor Code § 226 requires employers to furnish employees with accurate itemized written wage statements showing:

- 1) Gross wages earned
- 2) Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- 3) The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
- 4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- 5) Net wages earned;
- 6) The inclusive dates of the period for which the employee is paid;
- 7) The name of the employee and only the last four digits of his or her social security number or an employee identification number;
- 8) The name and address of the legal entity that is the employer; and

- 9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At relevant times during the applicable limitations period, Springs Charter violated California Labor Code § 226 because it did not properly and accurately itemize each employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the employee and other requirements of California Labor Code § 226. Springs Charter failed to state in the wage statements it issued to Wise and the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed while completing preliminary onboarding tasks and while attending training and orientation sessions while off-the-clock.

Accordingly, Wise now seeks civil penalties for the Labor Code violations that Springs Charter has committed against herself and the other Aggrieved Employees as follows: \$250 for each Aggrieved Employee for each initial violation of California Labor Code § 226(a), and \$1,000 for each Aggrieved Employee for each subsequent violation (penalties set by California Labor Code § 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

California Labor Code § 204 states that all wages (other than those mentioned in Labor Code sections 201-202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

As alleged herein, Springs Charter failed to timely pay all wages to Wise and the Aggrieved Employees. Springs Charter failed to provide Wise and the other Aggrieved Employees all wages owed, including, but not limited to, all regular and overtime wages for work they performed off the clock.

As a result, Springs Charter failed to pay Wise and the other Aggrieved Employees all wages within the time periods set by California Labor Code § 204. As a result, Springs Charter has violated California Labor Code § 204. Because of Springs Charter's failure to fully pay Wise and the other Aggrieved Employees within the time periods set by California Labor Code § 204, Springs Charter failed to timely pay all wages due during employment.

Accordingly, Wise seeks civil penalties on behalf of herself and Aggrieved Employees as follows:

- (1) \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 204; and
- (2) \$200 for each Aggrieved Employee for each subsequent violation of California Labor Code § 204 (penalties set by Labor Code § 210).

Failure to Timely Pay Wages After Separation of Employment
(Lab. Code §§ 201, 202 and 203)

Under California Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under California Labor Code § 202, if an employee, not having a written contract for a definite period, quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a seventy-two (72) hour notice shall be entitled to receive payment by mail if he or she so requests at a designated mailing

address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within seventy-two (72) hours of the notice of quitting. *Id.*

Under California Labor Code § 203, if an employer willfully fails to timely pay in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

As alleged herein, Springs Charter failed to provide Wise and the other Aggrieved Employees all wages owed at the time of resignation or termination including, but not limited to, regular and overtime wages they earned for work they performed off-the-clock. As a result, Springs Charter failed to pay Wise and other Aggrieved Employees all wages within the time periods set by California Labor Code §§ 201, 202 and 203. As a result, Springs Charter has violated California Labor Code §§ 201, 202 and 203.

Accordingly, Wise seeks civil penalties on behalf of herself and the other Aggrieved Employees as follows: \$100 for each Aggrieved Employee per pay period in which initial violations of California Labor Code §§ 201, 202 and 203 occurred, and \$200 for each Aggrieved Employee per pay period in which subsequent violations occurred (penalties set by California Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174, 1174.5, 1198)

Labor Code § 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Section 7 of Wage Order states,

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

Springs Charter has willfully failed to maintain the records required by § 1174 and the Wage Order, including but not limited to, all regular and overtime wages for time they worked that they performed off-the-clock while completing preliminary onboarding tasks and while attending training and orientation sessions. Accordingly, Wise seeks civil penalties from Springs Charter on behalf of herself and the other Aggrieved Employee as follows:

- 1. \$500 for each aggrieved employee for each violation of California Labor Code § 1174 (penalties set by Labor Code § 1174.5); and
- 2. \$100 for each aggrieved employee for each initial violation of California Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f) (2)).

///
///
///
///
///
///
///
///
///
///
///

Conclusion

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that I will seek both reasonable attorneys' fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.
david@spivaklaw.com

cc: Jennifer Wise
Walter Haines, Esq.

Springs Charter Schools, Inc.
c/o Agent for Service of Process
Tanya Rogers
27740 Jefferson Avenue
Temecula, CA 92590

River Springs Charter School, Inc.
c/o Agent for Service of Process
Tanya Rogers
27740 Jefferson Avenue
Temecula, CA 92590

EXHIBIT 22



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Riverside Historic Courtho

Court Case Number *

RIC2002359

Hearing Date (if any)

April 18, 2023

Hearing Time

8:30 a.m.

Hearing Location

Dept. 1

Number of aggrieved employees *

1,176

Gross settlement amount *

530,000.00

Gross penalty amount *

4,000.00

Penalties to LWDA *

3,000.00

Date of proposed settlement *

04/10/2023

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File 23.04.10 FUL...GREEMENT.pdf

Other Attachment (if any)

Choose File 23.04.10 MX ...UPPL MPA.pdf

Other Attachment (if any)

Choose File 23.04.10 MX ...CL SPIVAK.pdf

[Remove](#)

Other Attachment (if any)

Choose File 23.04.10 MX ...CL HAINES.pdf

[Remove](#)

Other Attachment (if any)

Choose File 23.04.10 MX ...CE CHART.pdf

[Remove](#)

Other Attachment (if any)

Choose File 23.04.10 MX ...ED ORDER.pdf

[Remove](#)

Other Attachment (if any)

Choose File 23.04.10 MX ...ISE - POS.pdf

[Remove](#)

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case



Emily Houg Ly <emily@spivaklaw.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: emily@spivaklaw.com

Mon, Apr 10, 2023 at 5:11 PM

04/10/2023 05:10:48 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm