

3 F C X I F ' I O U R K X C M \* U D P ' 3 9 ; 8 : 6 + "  
f c x k f B u r k x c m e y Q e q o "  
4 O C [ C ' E J G C K V C P K \* U D P ' 5 5 7 9 9 9 + "  
o c { c B u r k x c m e y Q e q o "  
5 V J G ' U R K X C M N C Y ' H K T O "  
6 : 8 2 7 ' U c p v c ' O q p k e c ' D i '  
R O D ' 6 4 7 7 6 "  
7 Y g u v ' J q m { y q q f . ' E C ' ; 2 2 8 ; "  
V g r g r j q p g < ' \* 4 3 5 + ' 9 4 7 / ; 2 ; 6 "  
8 H e u l o k r g < ' \* 4 3 5 + ' 8 5 6 / 4 6 : 7 "  
9 " "  
C w a t p g { u ' h q t ' R r c k p v h h \* u + . "  
: L G P P K H G T ' Y K U G ' c p f ' c m i ' q y g t u ' u k o k r c t n { ' u k w e v g f "  
\* C f f k k a p e n ' c w a t p g { u ' h q t ' R r c k p v h h \* u + ' q p ' h q m y k p i ' r c i g + "  
;

32 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
33 FOR THE COUNTY OF RIVERSIDE"  
34 (UNLIMITED JURISDICTION)

35 L G P P K H G T ' Y K U G . " q p ' d g j c h ' q h ' j g t u g r h ' c p f ' c m i ' q y g t u '  
36 u k o k r c t n { ' u k w e v g f . ' c p f ' c u ' c p ' d e c i i t k g x g f " g o r m { g g o ' q p '  
37 d g j c h ' q h ' q j g t " d e c i i t k g x g f " g o r m { g g u o " w p f g t " j g '  
N e d q t ' E q f g ' R t k c v g ' C w a t p g { u ' I g p g t c i ' C e v ' q h ' 4 2 2 6 . "

38 " "  
39 " "  
40 " "  
41 " "  
42 " "  
43 " "  
44 " "  
45 " "  
46 " "  
47 " "  
48 " "  
49 " "  
50 " "  
51 " "  
52 " "  
53 " "  
54 " "  
55 " "  
56 " "  
57 " "  
58 " "  
59 " "  
60 " "  
61 " "  
62 " "  
63 " "  
64 " "  
65 " "  
66 " "  
67 " "  
68 " "  
69 " "  
70 " "  
71 " "  
72 " "  
73 " "  
74 " "  
75 " "  
76 " "  
77 " "  
78 " "  
79 " "  
80 " "  
81 " "  
82 " "  
83 " "  
84 " "  
85 " "  
86 " "  
87 " "  
88 " "  
89 " "  
90 " "  
91 " "  
92 " "  
93 " "  
94 " "  
95 " "  
96 " "  
97 " "  
98 " "  
99 " "  
100 " "

Ecug'P q0TKE422457; "  
" "  
**AMENDED DECLARATION OF  
DAVID SPIVAK IN SUPPORT OF  
PLAINTIFF JENNIFER WISE'S  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT"**  
" "

3; U R T K P I U " E J C T V G T " U E J Q Q N U . " K P E O " c '  
E c r k h q t p k e " e q t r q t c v k a p = " T K X G T " U R T K P I U "  
42 E J C T V G T " U E J Q Q N . " K P E O " c " E c r k h q t p k e '  
43 e q t r q t c v k a p = " G O R K T G " U R T K P I U " E J C T V G T '  
U E J Q Q N . " K P E O " c " E c r k h q t p k e " e q t r q t c v k a p = " J C T D Q T '  
44 U R T K P I U " E J C T V G T " U E J Q Q N . " K P E O " c " E c r k h q t p k e '  
45 e q t r q t c v k a p = " E K V T W U " U R T K P I U " E J C T V G T '  
U E J Q Q N . " K P E O " c " E c r k h q t p k e " e q t r q t c v k a p = " X K U V C '  
46 U R T K P I U " E J C T V G T " U E J Q Q N . " K P E O " c " E c r k h q t p k e '  
47 e q t r q t c v k a p = " R C E K H E " U R T K P I U " E J C T V G T '  
U E J Q Q N . " K P E O " c " E c r k h q t p k e " e q t r q t c v k a p " c p f ' F Q G U '  
3 / 7 2 . " k p e n w u k x g . "

J g e t k p i ' F c v g < " L w n { ' 5 . ' 4 2 4 5 "  
J g e t k p i ' V k o g < " : < 5 2 " c O 0 "  
J g e t k p i ' F g r v O < " 3 . ' V j g ' J q p 0 E t c k i ' I O '  
" T k g o g t "  
" "  
C e v k a p ' h k g f < " L w n { ' 2 3 . ' 4 2 4 2 "  
V t k e n F c v g < " P q v u g v "

48 " "  
49 " "  
50 " "  
51 " "  
52 " "  
53 " "  
54 " "  
55 " "  
56 " "  
57 " "  
58 " "  
59 " "  
60 " "  
61 " "  
62 " "  
63 " "  
64 " "  
65 " "  
66 " "  
67 " "  
68 " "  
69 " "  
70 " "  
71 " "  
72 " "  
73 " "  
74 " "  
75 " "  
76 " "  
77 " "  
78 " "  
79 " "  
80 " "  
81 " "  
82 " "  
83 " "  
84 " "  
85 " "  
86 " "  
87 " "  
88 " "  
89 " "  
90 " "  
91 " "  
92 " "  
93 " "  
94 " "  
95 " "  
96 " "  
97 " "  
98 " "  
99 " "  
100 " "



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

"

**ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)**

3

"

4

Y CNVGT "NOJ CKP GU \*UDP '93297+"

y cnvgtB wgn rny @qo ""

5

WP KVGf "GO RNQ[ GGUNCY 'I TQWR.'RE'"

6

: 827'Ucpvc'O qpkc'Dxf 0RO D'85576"

Y guv'J qm{y qqf.'EC"; 228; ""

7

Vgrgr j qpg<\*784+'478/3269'"

Hceuko kg<\*784+'478/3228"

8

"

9

C wqtpg{u'hqt'Rckpwh'u:"

LGP P KGT "Y KUG."cpf "cm'qyj gtu'uko kctn{ 'ukwcvf "

:

"

;

32

33

34

35

36

37

38

39

3:

3;

42

43

44

45

46

47

48



**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

49

4:

4"

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

Co gpf gf 'F genrtcvkp"qh'F cxlf 'Ur kxcm'KQ'Rckpwh'u"  
O qvqp'hqt'Rtgrko kpc{ 'Crr tqxcn'

"

3 **AMENDED DECLARATION OF DAVID G. SPIVAK IN SUPPORT OF MOTION FOR**  
4 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

5 K'F CXIF "URKXCM" f gerctg'cu'hqmy u<

6 30 Kco "cp"cwqtpg{ 'f w{ 'h'egpugf 'v' r tceveg'my 'lp'vj g'U'cv'q'q'Ec'rh'q'p'k'c'p'f'co "cp"  
7 cwqtpg{ "qh"tgeqtf "hqt"R'ck'p'kh"l'g'p'p'k'g't'Y'kug"\*o'R'ck'p'kh'o+"lp"j'gt"m'y'uwk'ci'ck'p'u'F'gh'g'p'f'cp'u"  
8 Ur'tk'p'i'u'E'j'c't'v'g't'U'ej'q'q'n.'K'p'e'0'T'k'x'g't'U'r'tk'p'i'u'E'j'c't'v'g't'U'ej'q'q'n'K'p'e'0'G'o'r'k'g'U'r'tk'p'i'u'E'j'c't'v'g't'U'ej'q'q'n"  
9 K'p'e'0'J'c't'd'q't'U'r'tk'p'i'u'E'j'c't'v'g't'U'ej'q'q'n'K'p'e'0'E'k't'w'u'U'r'tk'p'i'u'E'j'c't'v'g't'U'ej'q'q'n'K'p'e'0'X'k'u'c'U'r'tk'p'i'u"  
: E'j'c't'v'g't'U'ej'q'q'n'K'p'e'0'c'p'f'R'c'e'k'h'e'U'r'tk'p'i'u'E'j'c't'v'g't'U'ej'q'q'n'K'p'e'0'e'q'm'g'e'v'x'g'n{ "o'F'gh'g'p'f'cp'u'o'0"  
; R'ck'p'kh'c'p'f'F'gh'g'p'f'cp'u'c't'g'e'q'm'g'e'v'x'g'n{ 't'g'h'g't't'g'f'v'c'u'v'j'g'o'R'c't'v'k'u'o'o'

32 40 Gzegr v'cu'q'v'j'g't'y'kug'k'p'f'k'ec'v'g'f.'K'j'c'x'g'r'g't'u'q'p'c'r'i'n'p'q'y'ng'f'i'g'q'h'c'm'i'o'c'w'g't'u'g'v'h'q't'v'j'"  
33 j'g't'g'k'p'c'p'f.'h'e'c'm'g'f'c'u'c'y'k'p'g'u'u.'e'q'w'f'c'p'f'y'q'w'f'e'q'o'r'g'v'g'p'v'f'v'g'u'k'h{ 'v'j'g't'g'v'q'w'p'f'g't'q'c'v'j'0"

34 50 Qp"Qevqdtg"5."4244."Kuwo kwgf "c" f gerctcvkqp"v"j" g"Eqwtv'f'cvgf "Ugr vgo dgt"52."  
35 42440Ko cf g'v'j'g'h'q'm'y'k'p'i't'g'r't'g'u'g'p'v'c'k'q'p'u'v'j'g'E'q'w't'v'k'p'v'j'c'v'f'g'e'r'c't'c'v'k'q'p"\*r't'g'u'g'p'v'g'f'x'g't'd'c'v'k'o'k'p"  
36 v'j'g'h'q'm'y'k'p'i' "u'w'd'r'c't'c'i't'r'j'+<"

37 c0 oVq"v'j'g'd'g'u'v'q'h'o { "n'p'q'y'ng'f'i'g.'p'g'k'j'g't'R'ck'p'kh'p'q't'K'j'c'x'g'c'p'f{ "e'q'p'h'k'e'u'q'h"  
38 k'p'v'g't'g'u'v'y'k'j'v'j'g'c'd'u'g'p'v'U'g'w'g'o'g'p'v'E'r'c'u'u'O'g'o'd'g't'u'o'R'ck'p'kh'h'e'q'p'v'g'p'f'u'v'j'c'v'f'j'g'k'u'c'p'c'f'g's'w'c'v'g'e'r'c'u'u"  
39 t'g'r't'g'u'g'p'v'c'k'g'o'R'ck'p'kh'h'c'p'f'v'j'g'E'r'c'u'u'O'g'o'd'g't'u'j'c'x'g'u't'q'p'i'c'p'f'e'q'g'z'v'g'p'u'k'g'k'p'v'g't'g'u'u'k'p'v'j'k'u"  
3: r'k'k'i'c'v'k'q'p'd'g'e'c'w'g'v'j'g'c'm'y'q't'n'g'f' "h'q't'F'gh'g'p'f'cp'u'f'w'k'p'i'v'j'g't'g'r'g'x'c'p'v'k'o'g'r'g't'k'q'f.'c'm'g'i'g'f'n'f"  
3; u'w'h'g't'g'f'v'j'g'g'c'o'g'c'm'g'i'g'f'k'p'l'w't'k'u'ht'q'o'v'j'g'g'c'o'g'c'm'g'i'g'f'e'q'w't'g'q'h'e'q'p'f'w'e'v'c'p'f'v'j'g't'g'k'u'p'q"  
42 g'x'k'f'g'p'e'g'q'h'c'p'f{ "e'q'p'h'k'e'v'q'h'k'p'v'g't'g'u'v'd'g'v'y'g'g'p'R'ck'p'kh'h'c'p'f'v'j'g'E'r'c'u'u'O'g'o'd'g't'u'o'q't'g'q'x'g't.'R'ck'p'kh'h"  
43 j'c'u'f'g'o'q'p'u't'c'v'g'f'j'g't'e'q'o'o'k'o'g'p'v'v'j'g'g'U'g'w'g'o'g'p'v'E'r'c'u'u'd'f'c'o'q'p'i'q'v'j'g't'v'j'k'p'i'u't'g'v'c'k'p'k'p'i'"  
44 g'z'r'g't'k'p'e'g'f'e'q'w'p'u'g'n'r't'q'x'k'f'k'p'i'e'q'w'p'u'g'n'y'k'j'f'q'ew'o'g'p'w'c'p'f'g'z'v'g'p'u'k'g'n{ "u'r'g'c'n'k'p'i'y'k'j'v'j'g'o'v'q"  
45 c'u'k'u'v'k'p'k'f'g'p'v'k'h'k'p'i'v'j'g'e'r'c'k'o'u'c'u'g't'v'g'f'k'p'v'j'k'u'e'c'ug'c'u'k'u'v'k'p'i'v'j'g'o'k'p'k'f'g'p'v'k'h'k'p'i'y'k'p'g'u'g'u'c'u"  
46 y'g'm'c'u'g'z'r'q'u'k'p'i'j'g't'g'u'g'h'v'j'g't'k'u'n'q'h'c'w'q't'p'g'f'u'o'h'g'g'u'c'p'f'e'q'u'u'c'y'c't'f'u'c'i'c'k'p'u'v'j'g't'h'v'j'k'u'v'k'u'c'y'uw'k'  
47 j'c'f'd'g'g'p'w'p'u'w'e'e'g'u'u'h'w'o'V'j'w'u.'R'ck'p'kh'h'k'u'c'f'g's'w'c'v'g'v'q'g't'g'x'g'c'u'g'w'g'o'g'p'v'E'r'c'u'u't'g'r't'g'u'g'p'v'c'k'g'o'o'

48 d0 oVq"v'j'g'd'g'u'v'q'h'o { "n'p'q'y'ng'f'i'g.'v'j'g't'g'g'z'k'u'u'p'q't'g'r'c'v'k'q'p'u'j'k'r'd'g'v'y'g'g'p'v'j'g'  
49 r't'q'r'q'u'g'f't'g'e'k'r'k'p'v'c'p'f'"\*3+'c'p'f' "e'r'c'u'u't'g'r't'g'u'g'p'v'c'k'g'q't'q'v'j'g't'r'c't'v'f.'"\*4+'c'p'f' "q'h'h'k'g't.'f'k't'g'e'v'q't.'q't"  
4: o'c'p'c'i'g't'q'h'c'p'f' 'r'c't'v'f'.'q't'\*5+'c'p'f' "c'w'q't'p'g'f'q't'v'j'g't'k'o'k'p'f' "h'q't'c'p'f' 'r'c't'v'f'0'K'e'q'p'f'w'e'v'g'f'o' { 'f'w'g'f'k'k'i'g'p'e'g'



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

"

3 k'f gvgto k'pki 'y j gvj gt 'y g'g'ku'cp { 'uwej 'tgr'v'k'p'uj kr 'y tqwi j 'j c'x'k'p' i 'o { 'q'h'h'eg'x'g't'k'h { 'y kj 'Ngi c'n'

4 C'k'f 'c'v'Y q't'm'c'p'f 'y kj 'F g'h'g'p'ug'Eq'w'p'ug'n k'p'f g'v'g't'o k'p'k'p' i 'y j gvj gt 'cp { 'uwej 'tgr'v'k'p'uj kr 'g'z'k'u'u'0'U'gg'

5 c'n'u'q' 'L'q'c'p' 'I t'c'h' 'F g'e'r't'c'v'k'p'p '\*o'l t'c'h' 'F g'e'r't'c'v'k'p'p '\*o'

6 60 Vj g't'gr t'g'ug'p'v'k'p'u'K'o c'n'g' 'h't'q'o 'y j g'g'c't'r'k'g't 'f g'e'r't'c'v'k'p'p 'c'd'q'x'g' 'c't'g' 't'w'g' 'c'p'f 'e'q't't'g'e'v'

7 g'x'g'p' 'y kj q'w' 'v'j g' 's' w'c'n'h'k'g't. 'o'V'q' 'y j g' 'd'g'u'v'q'h' 'o { 'n'p'q'y 'r'g'f 'i g'o'

8 70 C "t'w'g' 'c'p'f 'e'q't't'g'e'v' 'e'q'r { 'q'h' 'y j g' 'E'q'w't'v' 'u' 't'w'k'p' i 'q'h' 'y j g' 'E'q'w't'v' 'f' c'v'g'f 'F' g'e'g'o' d'g't' '36. "

9 4244'ku'c'w'c'e'j g'f 'c'u' **Exhibit 15** 'v'q' 'y j k'u'f g'e'r't'c'v'k'p'p'0"

: 80 C "t'w'g' 'c'p'f 'e'q't't'g'e'v' 'e'q'r { 'q'h' 'y j g' 'q't'k' i k'p'c'n'l'q'k'p'v'U'k'r w'r'v'k'p'p' 'c'p'f 'U'g'w'g'o' g'p'v' 'C' i t'g'g'o' g'p'v'

; f'c'v'g'f 'L'w'p'g'49. '4244'ku'c'w'c'e'j g'f 'c'u' **Exhibit 16** 'v'q' 'y j k'u'f g'e'r't'c'v'k'p'p'0"

32 90 C "t'w'g' 'c'p'f 'e'q't't'g'e'v' 'e'q'r { 'q'h' 'y j g' 'H'k'u'v' 'C'o' g'p'f g'f 'L'q'k'p'v'U'k'r w'r'v'k'p'p' 'c'p'f 'U'g'w'g'o' g'p'v'

33 C' i t'g'g'o' g'p'v' 'f' c'v'g'f 'C'r' t'k'i'32. '4245'ku'c'w'c'e'j g'f 'c'u' **Exhibit 17** 'v'q' 'y j k'u'f g'e'r't'c'v'k'p'p'0"

34 : 0 C "t'w'g' 'c'p'f 'e'q't't'g'e'v' 'e'q'r { 'q'h' 'y j g' 't'g'f 'r'k'p'g' 'e'q'o' r'c't'k'u'q'p' 'd'g'w' g'g'p' 'y j g' 'L'q'k'p'v'U'k'r w'r'v'k'p'p' "

35 c'p'f 'U'g'w'g'o' g'p'v' 'C' i t'g'g'o' g'p'v' '\*y' k'j 'y j g' 'o'P' q'v'k'g' 'q'h' 'R't'q'r' q'u'g'f 'E'r'c'u'u' 'C'e'v'k'p'p' 'U'g'w'g'o' g'p'v' 'c'p'f 'J' g'e't'k'p' i "

36 F'c'v'g' 'h'q't' 'E'q'w't'v' 'C'r' r' t'q'x'c'r'o'. 'o'G'r'g'e'v'k'p'p' 'P' q'v' 'v'q' 'R'c't'v'k'k'r' c'v'g' 'k'p' 'U'g'w'g'o' g'p'v' 'H'q't'o' o'. 'c'p'f 'o'Q'd'l'g'e'v'k'p'p' "

37 H'q't'o' o'-'f' c'v'g'f 'L'w'p'g'49. '4244'c'p'f 'y j g' 'H'k'u'v' 'C'o' g'p'f g'f 'L'q'k'p'v'U'k'r w'r'v'k'p'p' 'c'p'f 'U'g'w'g'o' g'p'v' 'C' i t'g'g'o' g'p'v'

38 '\*y' k'j 'y j g' 'o'P' q'v'k'g' 'q'h' 'R't'q'r' q'u'g'f 'E'r'c'u'u' 'C'e'v'k'p'p' 'U'g'w'g'o' g'p'v' 'C' p'f 'J' g'e't'k'p' i 'F'c'v'g' 'h'q't' 'E'q'w't'v' 'C'r' r' t'q'x'c'r'o'.

39 o'G'r'g'e'v'k'p'p' 'P' q'v' 'v'q' 'R'c't'v'k'k'r' c'v'g' 'k'p' 'U'g'w'g'o' g'p'v' 'H'q't'o' o'. 'c'p'f 'o'Q'd'l'g'e'v'k'p'p' 'H'q't'o' o'-'k'u'c'w'c'e'j g'f 'c'u' **Exhibit**

3: **18** 'v'q' 'y j k'u'f g'e'r't'c'v'k'p'p'0"

3; ; 0 Vj g'r' t'g'r'k'o' k'p'c't' { 'c'r' r' t'q'x'c'n'l'q't'f' g't' 'r' t'q'r' q'u'g'f 'h'q't' 'y j g' 'H'k'u'v' 'C'o' g'p'f g'f 'L'q'k'p'v'U'k'r w'r'v'k'p'p' "

42 c'p'f 'U'g'w'g'o' g'p'v' 'C' i t'g'g'o' g'p'v' 'k'u' 'u'w'd'o' k'w'g'f 'y' k'j 'y j k'u' 'o' q'v'k'p'p' 'w'p'f' g't' 'u'g'r'c't'c'v'g' 'e'q'x'g't'0'K' 'l'p'e'n'f' g'u' 'c'u' "

43 c'w'c'e'j' o' g'p'u. 't'g'x'k'g'f' 'x'g't'k'q'p'u' 'q'h' 'y j g' 'o'P' q'v'k'g' 'q'h' 'R't'q'r' q'u'g'f 'E'r'c'u'u' 'C'e'v'k'p'p' 'U'g'w'g'o' g'p'v' 'c'p'f 'J' g'e't'k'p' i "

44 F'c'v'g' 'h'q't' 'E'q'w't'v' 'C'r' r' t'q'x'c'r'o' '\*u'w'd'0'G'z'0'C'+' 'o'G'r'g'e'v'k'p'p' 'P' q'v' 'v'q' 'R'c't'v'k'k'r' c'v'g' 'k'p' 'U'g'w'g'o' g'p'v' 'H'q't'o' o' '\*u'w'd'0'

45 G'z'0'D'+' 'c'p'f 'y j g' 'o'Q'd'l'g'e'v'k'p'p' 'H'q't'o' o' '\*u'w'd'0'G'z'0'E'+'0'

46 320 C "t'w'g' 'c'p'f 'e'q't't'g'e'v' 'e'q'r { 'q'h' 'y j g' 't'g'f 'r'k'p'g' 'e'q'o' r'c't'k'u'q'p' 'q'h' 'y j g' 'e'j' c'p' i' g'u' 'o' c'f' g' 'v'q' 'y j g' "

47 q't'k' i k'p'c'n'l'r' t'q'r' q'u'g'f 'r' t'g'r'k'o' k'p'c't' { 'c'r' r' t'q'x'c'n'l'q't'f' g't' 'h'q't' 'y j g' 'L'q'k'p'v'U'k'r w'r'v'k'p'p' 'c'p'f 'U'g'w'g'o' g'p'v' 'C' i t'g'g'o' g'p'v'

48 f'c'v'g'f 'L'w'p'g'49. '4244'c'p'f 'y j g' 'r' t'q'r' q'u'g'f 'r' t'g'r'k'o' k'p'c't' { 'c'r' r' t'q'x'c'n'l'q't'f' g't' 'h'q't' 'y j g' 'H'k'u'v' 'C'o' g'p'f g'f 'L'q'k'p'v'

49 U'k'r w'r'v'k'p'p' 'c'p'f 'U'g'w'g'o' g'p'v' 'C' i t'g'g'o' g'p'v' 'k'u'c'w'c'e'j g'f 'c'u' **Exhibit 19** 'v'q' 'y j k'u'f g'e'r't'c'v'k'p'p'0"

4: 330 C "t'w'g' 'c'p'f 'e'q't't'g'e'v' 'e'q'r { 'q'h' 'y j g' 'V'j' k'f' 'C'o' g'p'f g'f 'E'q'o' r'c'k'p'v' 'h'k'g'f' 'L'c'p'w'c't' { '52. '4245' "



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

"

3 \*cpf "uwdugs wgpwn{ "qtf gt gf 'hkrf 'd{ 'y g'Eqwtv+ku'cwcej gf "cu'Exhibit 20 vq'yj ku'f gerctvkvq0'

4 340 C"tvw"cpf "eqttgev'eqr { "qh'yj g'Eqwtv+ku'cwcej gf "cu'Exhibit 20 vq'yj ku'f gerctvkvq0'

5 Vj kf 'Co gpf gf 'Eqo r mcpv'f cvgf 'Hgdwtct { '5. '4245'ku'cwcej gf "cu'Exhibit 21 vq'yj ku'f gerctvkvq0'

6 350 Ngi cn'Clf "cv'Y qtm'y kn'dg'yj g'tgekr kgpv'qh'yj g'hwpf u'tgr tgugpv'gf "d{ "ercko gf "dw"  
7 wpecuj gf "ugwrgo gpv'uj ctg'ej gemu0'

8 360 Y j gp'yj g'r ctvkgu'pgi qvkv'gf 'y ku'Ugwrgo gpv'F ghgpf cpw'u'r tgugpv'gf 'Rrckp'vhh'y kj 'c"  
9 rku'qh'cm'r wcvk'g'ercuu'o go dgtu'y j q'r ctvkr cvgf "kp'yj g'r tg/go r m{ o gpv'o ggkpi "f wtkpi "y j g"  
: r gtlkf "dgi kppkpi "hqt" { gctu' dghqtg "y j g' hkrpi "qh" yj g' rny uwk' yj tqwi j "y j g" o gf kvkqp "f cvg0'  
; F ghgpf cpw'kphqto gf "Rrckp'vhh'y cv'r tkqt "vq'yj g'o gf kvkqp."F ghgpf cpw'j cf "gpf gf "y j g'r tceveg'qh"  
32 wpr ckf "r tg/go r m{ o gpv'o ggkpi u0' Vj g'Ugwrgo gpv'Erceu'f ghkpkqp"htqo "y j g'Hktuv'Co gpf gf "  
33 Ugwrgo gpv'ergetn{ "tgcw'cm'r gtup'u'y j q'r ctvkr cvgf "kp'yj g'r tg/go r m{ o gpv'o ggkpi "f wtkpi "y j g"  
34 Erceu'Rgtkf "y j g'uco g0'Vj ku'ku'dgecwug"Rrckp'vhh'eqv'gpf u'yj cv'cm'uwej "r gtup'u'tgi ctf nguu'qh"  
35 y j gyj gt "F ghgpf cpv'f ggo gf "y j go "j ktgu'dgeco g"go r m{ ggu'cv'yj g'vko g"y j g{ "cvgpf gf "y j cv'yj g"  
36 F ghgpf cpw'ej ctcevgtk g'cu'yj g'or tg/go r m{ o gpv'o ggkpi 0'

37 370 Vj g'Rctvkgu'eqphko "yj cv'F ghgpf cpw'y kn'r c{ 'y gkt 'r qt'vkv'qh'r c{ tqm'vzgu'cu'yj g"  
38 Erceu'O go dgtu'ewttgpv'qt "hqtto gt" go r m{ gt "ugr ctv'g"cpf "kp'cf f kvkqp"vq'yj g'I tquu'Ugwrgo gpv"  
39 Co qwp0'

3: 380 Y j gp'ugpv'vq'Erceu'O go dgtu."y j g'Cf o kpkmtcvqt'y kn'kpenw'g'y kj "y j g"oP qv'eg'qh"  
3; Rtrq qugf "Erceu'Cevkqp"Ugwrgo gpv'cpf "J gctkpi "F cv'g"ht"Eqwtv'Cr r tqxcn{ \*uwd0'Gz0'C+."cp"  
42 oGrgevkv'P qv'vq'Rctvkr cv'kp'Ugwrgo gpv'oHqto \*uwd0Gz0D+ "cpf "cp"oQdlgevkv'Hqto o'uwd0Gz0'  
43 D+0\*Gzj kdk'5+0J qy gxgt. 'y j g'P qv'eg'qh'Rtrq qugf "Erceu'Cevkqp"Ugwrgo gpv'cpf "J gctkpi "F cv'g"ht"  
44 Eqwtv'Cr r tqxcn'f qgu'pqv'tgs wktg" c"Erceu'O go dgt "vq" wug"y j g"oGrgevkv'P qv'vq'Rctvkr cv'kp"  
45 Ugwrgo gpv'oHqto "vq"gzemf g"j ko lj gtugm'htqo "y j g'Ugwrgo gpv'qt "y j g"oQdlgevkv'Hqto o"vq"qdlgev"  
46 vq'yj g'Ugwrgo gpv'0'Vj g'Hktuv'Co gpf gf "Ugwrgo gpv'f qgu'pqv'tgs wktg'ercuu'o go dgtu'vq'ugpf 'tgs wguu"  
47 ht "gzemwkv'qt "qdlgevkv'pu"vq'yj g'Cf o kpkmtcvqt "vq"uggm'gzemwkv'qt "vq"qdlgev."tgur gev'kgn{ 0'K'  
48 qpn{ 'tgs wktgu'yj go "vq'ugpf 'y j go 'kp'y tkkpi "vq'yj g'Cf o kpkmtcvqt 0\*Gzj kdku'39'cpf "3: . 'uwd0Gzu0C"  
49 EÊ; "cpf "34."D."cpf "E+0'

4: 390 Kguvko cv'g'yj cv'lwf i o gpv'eqw'f "dg'tgcruk'ecm{ "tgeqxtgf "cv'tkcn'cu"vq"geej "ercko "

"



3	kp'yj g'hqmny kpi 'co qwpw<		
4	"		
5	Tgurkwwkqp Y ci gu"	"	"
6	Y ci g'w'pf gtr c{o gpw<	"	"&347.93: 074"
7	Nks w'f cvgf "f co ci gu<	"	"&347.93: 074"
8	Wptgko dwtugf "Gzr gpugu"	"	"&"
9	Tguv'r g'kqf u<	"	"&"42.99; 0 4"
10	O gcn'Rgtkqf u<	"	"&"42.99; 0 4"
11	Vqvcn<	"	"&4; 4.; ; 80 9"
12	Rgpcnkgu"	"	"
13	Y ci g'Ucvgo gpv'Rgpcnkgu<	"	" &&.772022"
14	Y cklpi 'ko g'r gpcnkgu<	"	"
15	Ekxki'Rgpcnkgu<	"	"&.299.8270 5"
16	Vqvcn<	"	"&.397.5770 5"
17	"	"	"
18	<b>GRAND TOTAL:</b>		<b>\$1,468,352.71</b>

3: 0 C"twg"cpf "eqttgev"eqr { "ecrwrcvkapu"ht"gej "erko "ctg"cwcej gf "v"o { "qtki kpci" f gerctvkap'kp'uw r qt'v'qh'yj g'r tgrko kpci { "cr r tqxcn'o qvkap'cv'Gzj kdkv': 0

3: 0 Rwtuvcv'v'q"Ncd0Eqf g'E'48; ; \*n#4+. "Rrckpwh"lgppkgt "Y kug'uwdo kwgf "c"eqr { "qh" yj g'Htu'Co gpf gf "Lqkv"Ukr wrcvkap"cpf "Ugwgo gpv'Ci tgggo gpv'y kj "yj g"Ncdqt"cpf "Y qtnhteg" F gxgr o gpv'Ci gpe { "NY F Cö"cv'yj g'uco g'vko g'Rrckpwh'uwr r ngo gpvcn'dt'ghkpi 'ku'dgkpi 'h'gf" y kj "yj g'Eqwv'OC"twg'cpf "eqttgev"eqr { "qh'Rrckpwh'uwr r ngo gpvcn'dt'ghkpi 'ku'dgkpi 'h'gf" go ck'ku'cwcej gf "cu'**Exhibit 22.**"

420 Rrckpwh'j cu"tgxky gf "yj g"EO Q"cpf "j cu"eqpenmf gf "yj cv'yj g"tgur qpugu"v' yj g" Eqwv'u'tw'kpi "qh'F gego dgt'36."4244'tghgtgpegf "eqo r n' y kj "yj g'EO Q0

430 C"twg"cpf "eqttgev"eqr { "qh'yj g'Eqwv'u'tw'kpi "qh'yj g'Eqwv'f cvgf "Cr tki'3: ."4245'ku" cwcej gf "cu'**Exhibit 23**"v' yj ku'f gerctvkap0"

440 C"twg"cpf "eqttgev"eqr { "qh'yj g'Htu'Co gpf gf "Lqkv"Ukr wrcvkap"cpf "Ugwgo gpv' Ci tgggo gpv'f cvgf "Lypg'49."4244'ku'cwcej gf "cu'**Exhibit 24** v' yj ku'f gerctvkap0"



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

"

3 450 C"t wg"cpf "eqtt gev'eqr { "qh'y g"Ugeqpf "Co gpf gf "Lqkp'Ukr wrckqp"cpf "Ugwr go gpv'  
4 Ci tgg o gpv'\*y g"qr gtcvkg"Ugwr go gpv'Ci tgg o gpv'f cvgf "O c { "48."4245"ku'cwcej gf "cu'**Exhibit 25**  
5 vq'y ku'f gerctcvkqp0"

6 460 C"t wg"cpf "eqtt gev'eqr { "qh'y g"tfg rkg"eqo r ct kuqp"dgvy ggp"y g"Hktuv'Co gpf gf "  
7 Lqkp'Ukr wrckqp"cpf "Ugwr go gpv'Ci tgg o gpv'f cvgf "Cr tki32."4245"cpf "y g"Ugeqpf "Co gpf gf "Lqkp'  
8 Ukr wrckqp"cpf "Ugwr go gpv'Ci tgg o gpv'f cvgf "O c { "48."4245."ku'cwcej gf "cu'**Exhibit 26** vq'y ku'  
9 f gerctcvkqp0"

: 470 Vj g" r tgrko kpc t { " cr r t q x c n' q t f g t " r t q r q u g f " h q t " y j g " U g e q p f " C o g p f g f " L q k p '  
; Ukr wrckqp"cpf "Ugwr go gpv'Ci tgg o gpv'ku'uwd o kwgf "y kj "y j ku'o qv'kqp"wpf gt "ugr ctcvg"eqxgt0'K'  
32 kpenmf gu'cu'cwcej o gpvu.'t g x k u g f 'x g t u k a p u 'q h 'y g 'o P q v e g 'q h 'R t q r q u g f 'E r c u u 'C e v k a p 'U g w r o g p v 'c p f "  
33 J g c t k p i 'F c v g 'H q t 'E q w t v 'C r r t q x c n ' \* u w d 0 G z 0 C + 'o G r e v k a p 'P q v 'q 'R e t v e k r c v g 'k p 'U g w r o g p v 'H q t o o '  
34 \*u w d 0 G z 0 D + 'c p f 'y j g 'o Q d l g e v k a p 'H q t o o ' \* u w d 0 G z 0 E + 0'

35 480 C"t wg"cpf "eqtt gev'eqr { "qh'y g"tfg rkg"eqo r ct kuqp"qh'y g"ej cpi gu'o cf g"vq"y j g"  
36 r t q r q u g f " r t g r k o k p c t { " c r r t q x c n' q t f g t " h q t " y j g " H k t u v ' C o g p f g f " L q k p ' U k r w r c k q p " c p f " U g w r o g p v '  
37 C i t g g o g p v ' c p f " y j g " r t q r q u g f " r t g r k o k p c t { " c r r t q x c n' q t f g t " h q t " y j g " U g e q p f " C o g p f g f " L q k p '  
38 U k r w r c k q p " c p f " U g w r o g p v ' C i t g g o g p v ' \* k p e n m f k p i " y j g " o P q v e g " q h ' R t q r q u g f " E r c u u ' C e v k a p "  
39 U g w r o g p v ' c p f " J g c t k p i ' F c v g ' H q t ' E q w t v ' C r r t q x c n ' \* u w d 0 G z 0 C + ' o G r e v k a p ' P q v ' q ' R e t v e k r c v g ' k p "  
3: U g w r o g p v ' H q t o o ' \* u w d 0 G z 0 D + ' c p f ' y j g ' o Q d l g e v k a p ' H q t o o ' \* u w d 0 G z 0 E + ' k u ' c w c e j g f " c u ' **Exhibit 27** "  
3; v q ' y k u ' f g e r c t c v k q p 0 "

42 490 C"t wg"cpf "eqtt gev'eqr { "qh'y g"Hqwt y "Co gpf gf "Eqo r rckpv'krgf "O c { "37."4245"  
43 ku'cwcej gf "cu'**Exhibit 28** vq'y ku'f gerctcvkqp0'

44 4: 0 C"t wg"cpf "eqtt gev'eqr { "qh'y g"Eqwt u"Qtf gt "I tcvkpi "y j g"Ukr wrckqp"vq'Hkg"y j g"  
45 Hqwt y "Co gpf gf "Eqo r rckpv'f cvgf "O c { "34."4245"ku'cwcej gf "cu'**Exhibit 29** vq'y ku'f gerctcvkqp0'

46 4; 0 Vj g"pgy "r t q r q u g f " q t f g t " p q y " t g h t u " v q " y j g " u g w r o g p v ' c i t g g o g p v ' c u ' y j g " U g e q p f "  
47 C o g p f g f " L q k p ' U k r w r c k q p " c p f " U g w r o g p v ' C i t g g o g p v ' \* o U g e q p f " C o g p f g f " U g w r o g p v . o ' q t "  
48 o U g e q p f ' C o g p f g f ' U g w r o g p v ' C i t g g o g p v . o + C m l u w e j ' t g h t g p e g u ' v q ' y j g ' u g w r o g p v ' c i t g g o g p v ' j c x g "  
49 d g g p ' e q t t g e v g f 0 ' V j g " q t f g t " j c u ' c n q ' d g g p ' t g x k u g f " v q ' e r t k h { " y j c v ' y j g " U g e q p f " C o g p f g f " U g w r o g p v '  
4: C i t g g o g p v ' k u ' c w c e j g f " c u ' G z j k d k ' 4 7 ' v q ' y j g " C o g p f g f " F g e r c t c v k a p ' q h ' F c x k f ' U r k x c n i k p ' U w r r q t v ' q h "



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

3 yj g'O qvkap'hqt 'Rtgrko kpcet { 'Crr tqxcn 'hkrf "qp'Lwpg"45."42450'  
 4 520 Vj g'Hqwtvj 'Co gpf gf 'Eqo r rckpv'ucvgu'vj g'Ercuu'f ghkpkqp'cu'hqmqy u<öcmir' gtuqpu"  
 5 y j q'cwpgf gf "qpg'qh'F ghgpf cpwø" r tg/go r mq { o gpwø'o ggkpi u'kp'Ecnkhtpkc'cv'cp { "ko g'f wtkpi "vj g"  
 6 r gtkqf "dgi kppkpi "hqw" { gctu'r tkqt "v"vj g'hkpi "qh'vj ku'cevkap"cpf "gpf kpi "qp"vj g'f cvg"vj cv'hkpcn"  
 7 lwf i go gpv'ku'tgpf gtgf "kp"vj ku'cevkapø" \*Ugg"Gzj kdk'4: . Ê'420#Eqpukv'gpv'y kj "vj ku."vj g"Ugeqpf "  
 8 Co gpf gf "Ugwgo gpv'Ci tgggo gpv'f ghkgu"vj g"öUgwgo gpv'Ercuu" cu'hqmqy u<öVj g"Ugwgo gpv'  
 9 Ercuu' kpenf gu'cm'r gtuqpu" y j q'cwpgf gf "qpg'qh'F ghgpf cpwø" r tg/go r mq { o gpwø'o ggkpi u'kp"  
 : Ecnkhtpkc'cv'cp { "ko g'dgy ggp'Lwn' 3."4238"vj tqwi j "qh'r tgrko kpcet { 'crr tqxcnø" \*Ugg"Gzj kdk'47."Ê'  
 ; KQQO"Vj g'Rtqr qugf "Qtf gt'j cu'cnuq'dggp'tgxlugf "ceeqt f kpi n { 0"Rtqr qugf "Qtf gt."Ê'40"  
 32 530 F ghgpf cpw'kphqto gf "Rckpv'h'h'vj cv'qpn { 'r gtuqpu'y j q'cr r rkgf "hqt"go r mq { o gpv'cpf "  
 33 y gtg'qh'htgf "go r mq { o gpv'cwpgf gf "c'r tg/go r mq { o gpv'o ggkpi 0'  
 34 540 Rctci tcr j "7f "qh'vj g'Rtqr qugf "Qtf gt'j cu'dggp'tgo qxgf 0" \*Ugg"Gzj kdk'49+0"  
 35 550 Vj g'y qtf u"öGv'cnö"j cxg'dggp'tgo qxgf "cpf "vj g'u { o dqn"öÈÈö"j cxg'dggp'tgr mæg f "  
 36 d { "vj g'y qtf "öUgevkpuö"kp"vj g'P qvleg0" \*Ugg"Gzj kdk'49."Uwd0Gz0C0"  
 37 560 Vj g'Ercuu'O go dgtu'y knitgegk'g'cp'gs wcnluj ctg'qh'vj g'P gv'Ugwgo gpv'Co qwpv."vj g"  
 38 tghgtgpegu"v"ecrewr'v'kpu'dcu'gf "qp"y qtny ggmu"j cxg'dggp'tgo qxgf "htqo "r ci g'4"qh'vj g'P qvleg0'  
 39 Rci g'4"qh'vj g'P qvleg'cnuq'emtkhgu'vj cv'öGcej 'Ci i tkxgf "Go r mq { gg'y knitgegk'g'cp'gs wcnluj ctg'qh'  
 3: vj g'Ci i tkxgf "Go r mq { ggu"Co qwpv"Vj g'xcnw"qh'gcej 'Ci i tkxgf "Go r mq { ggu"kp'kxf wcn'RCI C"  
 3; Rc { o gpv'Uj ctg"vku'f kgevn { "v"vj g"qpg'f c { "ulj g"cwpgf gf "cp"cmgi gf "r tg/go r mq { o gpwø'o ggkpi "  
 42 f wtkpi "vj g'RCI C'Rgtkqf 6" \*Ugg"Gzj kdk'49."Uwd0Gz0C0"  
 43 570 Vj g'vgo "öqhhugwö"j cu'dggp'tgo qxgf "htqo "vj g'P qvleg0" \*Ugg"Gzj kdk'49."Uwd0Gz0'  
 44 C0"  
 45 580 Vj g'tghgtgpeg"v" c"öcrewr'v'kpuö"j cu'dggp'tgr mæg f "d { "ökf kxf wcn'Ugwgo gpv'  
 46 Uj ctgö"cpf "kp'kxf wcn'RCI C"Rc { o gpv'Uj ctg"kp"r ctv'8"qh'vj g'P qvleg0" \*Ugg"Gzj kdk'49."Uwd0Gz0'  
 47 C0"  
 48 590 Vj g'tghgtgpeg"v"övj g'gpenqugf 'F kur wg'Hqto ö'j cu'dggp'o qf khkf "v"övj g'Qdlgevkap"  
 49 Hqto ö'kp'r ctv'8"qh'vj g'P qvleg0" \*Ugg"Gzj kdk'49."Uwd0Gz0C0"  
 4: 5: 0 Rctv': "qh'vj g'P qvleg'emtkhgu'vj g'f ghkpkqp"qh'öTgrgcugf "Ercko uö"cu'öcm'ercko u"  
 : "  
 "



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



"

3 uxcvfg "kp"qt"dcugf "wr qp"vj g"hcwu"cmgi gf "kp"vj g"Eqo r rckpv."vj g"Hktuv"Co gpf gf "Eqo r rckpv."vj g"

4 Ugeqpf 'Co gpf gf 'Eqo r rckpv.'vj g'Vj kf 'Co gpf gf 'Eqo r rckpv.'cpf 'vj g'Hqwtvj 'Co gpf gf 'Eqo r rckpv'

5 htqo 'Lwn'3.'4238'vj tqwi j 'vj g'f cvg'qh'r tgnko kpcct { 'eqwtv'cr r tqxcn'qh'vj g'ugwngo gpv'0"Rctv': 'qh'vj g"

6 P qvleg'cnuq'cf f'vj g'f ghpklkqp"qh'0RCI C'Tgrgcugf 'Ercko u0'cu'0cm'ernko u'uxcvfg 'kp"qt"dcugf "wr qp"

7 vj g" hcwu" cmgi gf " kp" vj g" Eqo r rckpv." vj g" Hktuv" Co gpf gf " Eqo r rckpv." vj g" Ugeqpf " Co gpf gf "

8 Eqo r rckpv."vj g"Vj kf "Co gpf gf "Eqo r rckpv, cpf "vj g"Hqwtvj "Co gpf gf "Eqo r rckpv."wpgt"RCI C"

9 htqo 'Crtkl'4; .423; 'vj tqwi j 'vj g'f cvg'qh'r tgnko kpcct { 'eqwtv'cr r tqxcn'qh'vj g'ugwngo gpv'0"0go r j cuku"

: cffgf +0Rctv': 'qh'vj g'P qvleg'cnuq'ernk'khu'vj cv'Erneu'O go dgtu'0ecppqv'tgs wguv'gzenukqp'htqo 'vj g"

; RCI C'Tgrgcugf 'Ercko u0"0Ugg'Gzj kdk'49.'Uwd0Gz0C0"

32 5; 0 Rci g': 'qh'vj g'P qvleg'pqy 'ernk'khu'vj cv'vj g'Ugeqpf 'Co gpf gf 'Lqkv'Ukr wrcvqp'cpf "

33 Ugwngo gpv'Ci tggo gpv'hkngf "y kj "vj g'Eqwtv'qp"lwn'5."4245"ku"cwcej gf "cu"Gzj kdk'47"vq"vj g"

34 Fgerctevkqp'qh'F cxf'Ur kxcn'0"Ugg'Gzj kdk'49.'Uwd0Gz0C0"

35 620 Vj g'y qtf u'0Gv'cr'0'j cxg'dggp'tgo qxgf 'htqo 'vj g'Gzenukqp'Hqto 0"Ugg'Gzj kdk'49."

36 Uwd0Gz0D0"

37 630 Vj g'qdlgev'kqp'hqto 'j cu'dggp'o qf khgf "v'uxcv'vj cv'k'Erneu'O go dgtu'qdlgev'v'vj g"

38 ugwngo gpv'vgo u."vj g'{"ctg'pqv'tgs wktgf "v'eqo r rvg'vj g'qdlgev'kqp'hqto ."dw'k'tgeqo o gpf u'vj cv"

39 vj g'{"0uj qwf "uki p'cpf "eqo r rvg'vj ku'hqto "ceewtcvgn' { 'cpf "kp'ku'gpvt g'v' {"\*qt"qpg'rkng'kv'0"K'cf f u"

3: vj cv'Erneu'O go dgtu'0o c { 'ur gcm'v'vj g'Eqwtv'cv'vj g'hpcn'cr r tqxcn'j gctkpi 'y j gvj gt'qt'pqv']vj g'{"

3; uwd0 k'c'ko gn' "qdlgev'kqp'0"Ugg'Gzj kdk'49.'Uwd0Gz0E0"

42 640 Vj g'y qtf u'0Gv'cr'0'j cxg'dggp'tgo qxgf 'htqo 'vj g'Qdlgev'kqp'Hqto 0"Ugg'Gzj kdk'49."

43 Uwd0Gz0E0"

44 650 Y j gp'vj g'r ctv'gu'pgi qv'cv'vj ku'Ugwngo gpv'F ghgpf cpw'r tgu'pvgf 'Rrckpv'hh'y kj 'c"

45 rkuv'qh'cm'r wcv'xg'ernu'o go dgtu'y j q'r ctv'ekr cv'gf "kp"vj g'0r tg/go r m' { o gpv'o ggv'kpi 'f wtkpi 'vj g"

46 r gtkqf "dgi kppkpi "hqwt" { gctu' dghqtg" vj g' h'kpi "qh' vj g' rny uwk' vj tqwi j " vj g" o gf kcv'kqp' f cvg'0'

47 F ghgpf cpw'kphqto gf "Rrckpv'hh'vj cv'r tkqt'v'vj g'o gf kcv'kqp.'F ghgpf cpw'j cf "gpf gf "vj g'r tcev'leg'qh"

48 wpr ckf "0r tg/go r m' { o gpv'o ggv'kpi u0"Vj g'Ugwngo gpv'Erneu'f ghpklkqp'htqo 'vj g'Ugeqpf 'Co gpf gf "

49 Ugwngo gpv'er'gctn' "vtgcw'cm'r gtu'qu'y j q'r ctv'ekr cv'gf "kp"vj g'r tg/go r m' { o gpv'o ggv'kpi 'f wtkpi 'vj g"

4: Erneu'Rgtkqf "vj g'uco g'0'Vj ku"ku'dgecwug'Rrckpv'hh'eqpv'gpf u'vj cv'cm'uwej "r gtu'qu."tgi ctf r'guu'qh"

;



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

"

3 y j gy gt "F ghgpf cpv'f ggo gf "y go "j ktgu."y gtg"go r m{ ggu'y j gp"y g"ör tg/go r m{ o gpv'o ggkpi uö"  
4 yj g{ "cwgpf gf "dgi cp0"

5 660 Vj g'cf f tguugu'hqt "r tqur gev'xg"go r m{ ggu'qt "cr r rncp'w'ctg'pqv'pgeguuct { "dgecwug"  
6 F ghgpf cpw'kphqto gf "Rrckp'wh'h'v'cv'qpn{ "go r m{ ggu'y j q'cr r rkgf "hqt"go r m{ o gpv'cpf "y gtg'q'hhgt gf "  
7 go r m{ o gpv'cwgpf gf "c"r tg/go r m{ o gpv'o ggkpi 0'

8 670 Rctci ter j "KKM050"r t'gxlq'wun{ "KKL050"qh'y g"Ugeqpf "Co gpf gf "Ci t'ggo gpv'j cu"  
9 dggp"o qf k'kgf "v"q'qpn{ "tgs wkt g"y g"Ugwrgo gpv'Cf o k'p'k'w'c'v'q"t'gr qt v'öy g"gu'ko cvgf "k'f k'k'f wcn'  
: Ugwrgo gpv'Uj ctguö'cpf "öy g'gu'ko cvgf "k'f k'k'f wcn'RCI C "Rc{ o gpv'Uj ctguö" \*Ugg'Gzj kdku'47"cpf "  
; 48+0"

32 680 Rctci ter j "KKM060"r t'gxlq'wun{ "KKL060"qh'y g"Ugeqpf "Co gpf gf "Ci t'ggo gpv'pqy "  
33 erct'k'gu"y cv' qdl'ge'v'k'pu"uj q'w'f "dg"o cf g"d{ "o gcpu"qh'c"y tkw'gp"qdl'ge'v'k'p"v"y j g"Ugwrgo gpv'  
34 Cf o k'p'k'w'c'v'q"t'd{ "y j g"t'gur qpug" f gcf k'p'g'0J qy gxgt. "k'v'o cngu'emget "y cv'y j g"Ernuu"O go dgtu"o c{ "  
35 ur gcn'v"y j g"Eqw'v'cdqw"y j g"Ugwrgo gpv'cv'y j g"l'p'cn'cr r tq'x'cn'j gct'k'pi "y j gy gt"qt"pqv'y j g{ "j cxg"  
36 eqo r r'kgf "y kj "y j g'qdl'ge'v'k'p"r tqegf wt g0 \*Ugg'Gzj kdku'47"cpf "48+0"

37 690 Rctci ter j "KKM064"r t'gxlq'wun{ "KKL064"qh'y g"Ugeqpf "Co gpf gf "Ci t'ggo gpv'j cu"  
38 dggp"o qf k'kgf "v"t'gh'gev'y cv'tgo k'p'f gtu'hqt "w'pecuj gf "ej gemu"o wu'v'dg'ugpv'y kj k'p'82"fc{ u'd{ "y j g"  
39 Ugwrgo gpv'Cf o k'p'k'w'c'v'q"t0 \*Ugg'Gzj kdku'47"cpf "48+0"

3: 6:0 C" v'wg" cpf " eqtt'gev' eqr { " qh' Rrckp'wh'h" h'm{ " gz'gew'gf " k'f k'k'f wcn' Ugwrgo gpv'  
3; Ci t'ggo gpv'ku'cw'cej gf "cu'Exhibit 30"v"y j k'f g'ern'c'v'k'p'0Vj g'Rct'v'ku'ugw'gf "cm'ern'co u'cpf "f'kur w'gu"

42 Rrckp'wh'h"cu"cp" k'f k'k'f wcn"o c{ "j cxg"y kj "t'gur gev'v"q" F ghgpf cpv'0k'p" gzej cpi g'hqt "y j g'r tqo k'gu"qh'  
43 Rrckp'wh'h'eq'p'v'k'p'gf "k'p"y j g'k'f k'k'f wcn'Ugwrgo gpv'Ci t'ggo gpv'F ghgpf cpv'ci t'ggf "v"ugw'rg'y g'ern'co u'  
44 o cf g'd{ "Rrckp'wh'h'd{ "ecw'k'pi "q'pg'r c{ o gpv'v"dg"o cf g'v"Rrckp'wh'h'hqt "cmgi gf "go q'v'k'p'cn'f k'w'guu."

45 r'ks w'k'f cvgf "cpf lqt"p'qp/y ci g'f co ci gu'd{ "ej gen'lo cf g'r c{ cdrg"v"öL'g'p'k'ht "Y kugö"l'p"y j g"co q'w'p'v'qh'  
46 Vy gpv{ "Vj q'w'uc'pf "F q'm'ct'u" cpf "P q" E'gp'u" \*2.222022+0 Rrckp'wh'h" npqy k'pi n{ "cpf "x'q'w'p'v'ct'k'f "  
47 t'g'nc'ug'f "cpf "hqt'gxgt" f k'uej cti gf "y j g" T'g'nc'ug'gu."qh" cpf "ht'qo "cp{ "cpf "cm'ern'co u."npqy p" cpf "

48 w'p'np'qy p."cu'ugt'v'gf "qt" w'p'cu'ugt'v'gf .y j lej "Rrckp'wh'h"j cu'qt"o c{ "j cxg"ci c'k'pu'v' T'g'nc'ug'gu"cu'qh'y j g'f cvg"  
49 qh'gz'gew'k'p'qh'y j g'Ci t'ggo gpv'0J qy gxgt. "Rrckp'wh'h"ku'pqv'y c'k'k'pi "cp{ "tki j w'Rrckp'wh'h"o c{ "j cxg"v"  
4: \*k'p'c'p{ "cpf "cm'ern'co u"l'p"y j g"Ncy u'w'k'v'y cv'tg"u'w'd'lev'v"y j g"ugr c't'cv'g"ern'u'ugw'rgo gpv'ci t'ggo gpv'



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 Plaintiff has entered into in *Jennifer Wise v. Springs Charter Schools, Inc., A California*  
2 *Corporation; River Springs Charter School, Inc.*, Riverside Superior Court Case No.:  
3 RIC2002359; (ii) Plaintiff's own vested or accrued employee benefits under Defendant's  
4 qualified retirement benefit plans as of the Separation Date; (iii) benefits or rights to seek benefits  
5 under applicable workers' compensation (except as to claims under Labor Code sections 132a  
6 and 4553) or unemployment insurance or indemnification statutes; (iv) pursue claims which by  
7 law cannot be waived by signing this Agreement; or (v) enforce this Agreement.

8 49. A true and correct copy of Plaintiff's estimated damages is attached as **Exhibit 31**  
9 to this declaration. Plaintiff estimates a total of \$187,204.93 in lost wages. The basis of those  
10 estimates are Plaintiff's lost wages from the date of her termination to the present. Although  
11 difficult to quantify damages for Plaintiff's emotional distress which resulted from a long period  
12 of unemployment, Plaintiff also estimates an amount of \$187,204.93 for the emotional distress  
13 claim, equivalent to the amount of lost wages.

14 50. Pursuant to Lab. Code § 2699(1)(2), Plaintiff Jennifer Wise submitted a copy of  
15 the First Amended Joint Stipulation and Settlement Agreement with the Labor and Workforce  
16 Development Agency ("LWDA") at the same time Plaintiff's supplemental briefing is being filed  
17 with the Court. A true and correct copy of Plaintiff's submission to the LWDA and a confirmation  
18 email is attached as **Exhibit 32**.

19 51. Plaintiff has reviewed the Case Management Order dated August 25, 2020,  
20 ("CMO") and has concluded that the responses to the Court's ruling of April 18, 2023 referenced  
21 comply with the CMO.

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

24 Executed on Friday, June 23, 2023 at Los Angeles, California.

*David Spivak*

25  
26 **DAVID SPIVAK,**  
27 Declarant



28 **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.

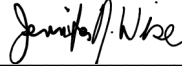
*[Signatures on Next Page]*

**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**

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  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100

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

*Jennifer Wise v. Springs Charter Schools, Inc., et al., Ecug'P q0TÆ422457;* "

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

ERV'Æ <>ERV'Æ @@	Rrgcug'r tqxkf g'ewttgpv'cf f tguu'kh'f khtg gpv'j gtg<"
>>P co g@@	aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
>>Cff tguu3 @@	aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
>>Cff tguu4 @@	aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
>>Ekf @@>>Ucvg@@>> \ kr "	aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
Eqf g@@"	

**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.*

[ QW' O C[ " DG" GP VKVNGF " VQ" TGE GKG" O QP G[ " HTQO " C" ENCUU" CEVIQP " UGVVNGO GP V"KH[ QW'CTG"C"RGTUQP "Y J Q"CRRNKG" HQT"GO RNQ[ O GO P V"CP F " C VVGP F GF " C" ðRTGGO RNQ[ O GP V" O GGVÆ I ð"QH'URTÆ I U'EJ CT VGT"UEJ QQNU." Æ E0'QT"CP [ "TGNC VGF "QT"CHHKNC VGF "GP VKVIGU" Æ "ECNHQTP KC." Æ ENWF Æ I " TKKGT"URTÆ I U'EJ CT VGT"UEJ QQN." Æ E0"DG VY GGP "LWN[ "43."4238"CP F ">>VJ G" F CVG'VJ G'EQWTV'I TCP VU'RTGNIO Æ CT[ 'CRRTQXCN'QH'VJ G'UGVVNGO GP V@@

- C'r tqr qugf 'ugwgo gpv'qh'&752.222022"vj g'ðI tquu'Ugwrgo gpv'Co qwpvö+y kn'dg'wugf "v'rc{ " erlko u"v<"Cm'r gtuqpu"y j q"glj gt"er r rkgf "hqt"go r m{ o gpv'y kj "F ghgpf cpw"cpf "tgrcvf "qt" chhkcvgf "gpvkgu"lp"Ecnkhtpk."y gtg"r tqur gevkg"go r m{ ggu"qh" F ghgpf cpw"qt"tgrcvf "qt" chhkcvgf "gpvkgu"lp"Ecnkhtpk."qt'y j q'y gtg"go r m{ gf "d{ 'F ghgpf cpw"qt"tgrcvf "qt"Chhkcvgf " gpvkgu"lp"Ecnkhtpk."and"cwgpf gf "qpg"qh" F ghgpf cpw"qt" F ghgpf cpw"Chhkcvgf "qt"tgrcvf " Gpvkgu"cmgi gf "r tg/go r m{ o gpv o ggkpi u'f wtkpi "y g"ðErnuu"Rgtkqf ö"qh"Lwn[ "43."4238"vq" >>v j g'f cvg'vj g'EqwvI tcpu'r tgrko kpc{ 'er r tqxcrq'h'y g'Ugwrgo gpv@@vj g'ðErnuu'O go dgtuö+0' ðF ghgpf cpw"Chhkcvgf "qt"tgrcvf "Gpvkgu"eqpukv'qh'Go r ktg"Urtkpi u'Ej ctvgt"Uej qqn"Æ E0' \*mqecvgf "lp"Vgo gewr."Ecnkhtpk="J ctdqt"Urtkpi u'Ej ctvgt"Uej qqn"Æ E0'\*mqecvgf "lp"Lwncp." Ecnkhtpk="Ektwu"Urtkpi u'Ej ctvgt"Uej qqn"Æ E0'\*mqecvgf "lp"Ucpvc"Cpc."Ecnkhtpk="Xkuc" Urtkpi u'Ej ctvgt"Uej qqn"Æ E0'\*mqecvgf "lp"Xkuc."Ecnkhtpk="cpf "Rckk"Urtkpi u'Ej ctvgt" Uej qqn"Æ E0'\*mqecvgf "lp"Ej wr"Xkuc."Ecnkhtpk+0'Vj g'I tquu'Ugwrgo gpv'Co qwpv'kpenf gu" \*c+" gZR gpugu" cpf " hgu" qh" vj g" Ugwrgo gpv' Cf o kpxtvcvt" wr " vq" &32.222022=" \*d+" c" Ernuu" Tgrtgugpvcvkg" Rc{o gpv' qh' &7.222022" vq" vj g" Rckpvh" Igpplgt" Y kug" cu" vj g" ernuu" tgrtgugpvcvkg="e+"cwtpg{ u' hgu"qh"wr "vq" &398.888089" cpf "rkki cvqp" gZR gpugu"qh"wr "vq" &37.222022"vq"Ernuu"Eqwpugn="cpf " \*f +&6.222022"cmqecvgf "vq"ugwrg"erlko u'dtqwi j v'r wtuwcpv' vq'vj g'Rtkcvg' Cwqtpg{ u'I gpgtcn'cev."Ecnkhtpk"Ncdqt"Eqf g'Ugcvqp"48; . . 'et seq0"ðRCI Cö+"

"

3 \*97" "qh" y j lej "y kn' i q" vq" vj g" Ecrkhtqpk" Ncdqt" ( " Y qtnhtqteg" F gxrqr o gpv' Ci gpe{  
4 \*6NY F Cö-"cpf "47" "qh'y j lej "y kn' i q" vq" Ercuu"O go dgtu-0"Vj g"Eqwtv'o wuv'cr r tqxg"vj gug"  
r c{o gpv'cv'vj g"FlpcnCr r tqxcnJ gctkpi 0"

5 • F ghgpf cpw'guko cvgf "hqt'r wtr qugu'qh"o gf kcvkqp"vj cv'vj gtg"ctg"3.398"Ercuu"O go dgtu'hqt"vj g"  
6 r gtkqf "qh'Lwnf "43."4238"vj tqwi j "F gego dgt"53."42430"

7 • Vj g"ugwgo gpv'tguqrgu'c"rcy uwk'gpvkrqf "Jennifer Wise"v. Springs Charter Schools, Inc., et  
8 al., Ecug"P q0 TKE422457; \*vj g"öCevkqpö+"hqt"F ghgpf cpwø"cmgi gf "hckntg"vq"r c{"y ci gu."  
9 wpcwj qtk gf "cpf "wprcy hwn'y ci g" f gf wevkpu. "hckntg"vq"r tqxkf g"o gcn'r gtkqf u. "hckntg"vq"  
: cwj qtk g"cpf "r gto k'tguv'r gtkqf u. "hckntg"vq" kpf go plh{ "hqt'dwukpguu'gZR gpugu. "hckntg"vq"kuuwg"  
; r tqr gt'y ci g'ucvgo gpw. "hckntg"vq"lko gn{ "r c{"y ci gu. "hckntg"vq"tgko dwug'hqt'r tggo r m{ o gpv'  
: vguvki . "hckntg"vq"o ckvckp'tgs wktgf "r c{ tqm'tgeqtf u. "cpf "qvj gt'rgi cn'eqpugs wpegu'vj cv'y qwf "  
: hqmy "htqo "vj gug'hckntgu. "kpenf kpi "ercko u'wv'gt "Ecrkhtqpkö'Dwukpguu'(" Rtqhuukpu"Eqf g"  
: cpf "RCI C0"Vj ku'ugwgo gpv'cxqkf u"vj g"equu"cpf "tkumi"htqo "eqpvkvpki "vj g"Cevkqp. "r c{u"  
32 o qpqf "vq'r gtuqpu'kng" {qw."cpf "tgrgcugu" F ghgpf cpw'htqo "cmgi gf "hckdkk{ 0"

33 • Vj g"Eqwtv'j cu"pqv'o cf g" c" f gvgto kcvkqp"qh" vj g" xcrkf kv{ "qh" vj g" ercko u" kp" vj g" Cevkqp0"  
34 F ghgpf cpw'f gp{ "cp{ "cpf "cmihckdkk{ "ctkukpi "htqo "cp{ "qh'vj g'ercko u'cpf "eqpvv'vj cv'vj g{ "ctg"  
35 pqv'tgur qpukdr" hqt" c" "hckntg"vq"r c{"y ci gu. "wpcwj qtk gf "cpf "wprcy hwn'y ci g" f gf wevkpu. "  
36 hckntg"vq"r tqxkf g"o gcn'r gtkqf u. "hckntg"vq" cwj qtk g"cpf "r gto k'tguv'r gtkqf u. "hckntg"vq"  
37 kpf go plh{ "hqt'dwukpguu'gZR gpugu. "hckntg"vq"kuuwg'r tqr gt'y ci g'ucvgo gpw. "hckntg"vq"tgko dwug"  
38 hqt'r tggo r m{ o gpv'vguvki . "hckntg"vq"lko gn{ "r c{"y ci gu. "hckntg"vq"o ckvckp'tgs wktgf "r c{ tqm'  
39 tgeqtf u. "qt'tgrcvf "y tqpi u. "cpf "hwn{ "eqo r rkgf "y kj "cm'cr r rckdr"rcy u0"

40 • Gcej "Rctvckr cvkpi "Ercuu"O go dgt'y knitgegkxg"cp"gs wcn'uj ctg'qh'vj g"P gv'Ugwgo gpv'Co qwpv0"  
41 Vj g"xcnw"qh'gcej "Ercuu"O go dgtö" kpf kxf wcn'Ugwgo gpv'Uj ctg'vku'f ktgevn{ "vq"vj g"qpq"fc{"  
42 vj g{ "cwgpf gf "cp"cmgi gf "ör tg/go r m{ o gpv'o" ggvkpi 0"

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

J QY 'O WEJ "Y KN'KI GVA

"  
K'ku'gZR gev'f "vj cv' { qw'y knitgegkxg"cr r tqzko cvgn{ ">> kpf kxf wcn'Ugwgo gpv'Rc{ o gpv'co qwpv@@"  
htqo "vj ku'Ugwgo gpv'0"Vj g'cxgtci g" kpf kxf wcn'Ugwgo gpv'Cy ctf "r gt'Ercuu"O go dgt "ku"&aaa0C"  
Ercuu"O go dgt "y j q"y qtn'f "cv'ngcu'qpg's wcn'k'gf "y ggn'f wtkpi "vj g'Ercuu'Rgtkqf. "y knitgegkxg" c"  
o k'plo wo "qh' &aaa0" Vj g"my guv'guko cvgf " kpf kxf wcn'Ugwgo gpv'Cy ctf "ku" &aaaa+"cpf "vj g"  
j ki j guv'pwo dgt "ku'cr r tqzko cvgn{ "aaa"y qtny ggm. "tguwvki "kp"vj g"j ki j guv'guko cvgf " kpf kxf wcn'  
Ugwgo gpv'Cy ctf "qh'&aaaa0"

[ QWT'NGI CNTK J VU'CPF "QRVIQP U'R "VJ KU'UGVVNGO GP V"

F Q'P QVJ KPI "	T gegkxg" c" r c{ o gpv'cpf "i kxg"wr "{ qwt'ngi cn'tki j wu"vq"r wtuwg'ercko u" tgrgcugf "d{ "vj g'ugwgo gpv'qh'vj g'Cevkqp0"
-----------------	-----------------------------------------------------------------------------------------------------------------------------------

" " 4"qh"; "  
Wise v. Springs Charter Schools, Inc., et al. Iqkpv'Ukr wrcv'kqp"qh'Ercuu'Cevkqp"Ugwgo gpv'cpf "  
Tgrgcug"



"

3	QRV'QWW'''	Tgegkxg"pq'r c { o gpv'cpf "tgxkpf" { qwt'ngi cni'tki j vu'vq'r wtuwg"ercko u" vj cv'y qwf "qy gty kug"dg'tgrgcugf "d { "y g"ugwrgo gpv'qh'yj g"CevkqpO' J qy gxgt." { qw'o c { 'pqv'qr v'qww'qh'yj g'RCI C "Tgrgcugf 'Ercko uO'
4		
5	QDLGEV'VQ'VJ G' UGVVNGO GP V"	Ki" { qw' f q" pqv' qr v' qww" { qw' o c { " y tkg" vq" yj g" Ugwrgo gpv' Cfo kpkutcvqt. "Rj qgpkz 'Ugwrgo gpv' Cfo kpkutcvqtu. "cdqwyj j { { "qwf f q"pqv'rkng"yj g"ugwrgo gpv'cpf "yj g { "y kn'hqty ctf " { qwt'eqpegtpu"vq" eqwpugn'y j lej "y kn'yj gp"dg'r tqxkf gf "vq"yj g'EqwtO'
6		
7	F KURWVG'VJ G' ECNE WNC VKQP "	Ki" { qw'hggri'yj cv' { qwf guetxg" c" j ki j gt "kpf kxkf wcn'ugwrgo gpv'co qwpv' wpf gt "yj g"ugwrgo gpv'ci tgggo gpv. " { qw'o c { "f kur wg" yj g"Ugwrgo gpv' Cfo kpkutcvqtu" ecrcwv'vqap" d { " y tkkpi " vq" yj g" Ugwrgo gpv' Cfo kpkutcvqtO"
8		
9	CVVGP F 'C'J GCTKI "'	[ qw" j cxg" yj g" tki j v' vq" cwgpf " c" hcktpguu" j gctkpi " vj cv' y kni' dg" eqpf wexgf "d { "yj g'Eqwtv"dw" { qw'ctg"pqv'tgs vkt gf "vq"cwgpf O'Ki" { qw' vko gn { "hkg"cpf "ugt xg" c" y tkwgp" qdlgev'kqp. "cpf "kh" { qw'cnuq" y cpv'vq" ur gcm'cdqww' { qwt' qdlgev'kqp" cv'yj g" j gctkpi . " { qw'uj qwf "ugpf "c"rgwgt" vq" yj g" Ugwrgo gpv' Cfo kpkutcvqt. " Rj qgpkz " Ugwrgo gpv' Cfo kpkutcvqtu. " r tqxkf kpi "pqv'eg"qh" { qwt'kpvgp'vqap"vq"cr r gct "cpf " ur gcm'cv'yj g" j gctkpi O'
:		
:		
32		
33		

**IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT**

**30Y j { 'f'k' 'Ki gv'yj ku'Ercuu'P qv'legA'**

" [ qw'y gtg'ugpv'yj ku'Ercuu'P qv'leg'dgecwug" { qw'j cxg" c' tki j v'vq'hpqy "cdqwyj g'r tqr qugf "ugwrgo gpv' kp"yj g'Cevkqp"cpf "cdqww'cm'qh" { qwt'qr v'kpu'dghqtg"yj g'Eqwtv'twgu"qp"y j gj gt "vq'hkpcmf "cr r tqxg" yj g"ugwrgo gpv'O'Ki"yj g'Eqwtv'cr r tqxgu"yj g"ugwrgo gpv. "cpf "chgt"cp { "qdlgev'kqpu"cpf "cr r gcm'ctg" tguqkxgf . "c"oUgwrgo gpv' Cfo kpkutcvqtO'cr r kqvgf "d { "yj g'Eqwtv'y kni'o cng"yj g'r c { o gpv'u'yj cv'yj g" ugwrgo gpv'cmqy uO'Vj ku'Ercuu'P qv'leg"gzr rckpu"yj g'Cevkqp. "yj g'r tqr qugf "ugwrgo gpv. " { qwt'ngi cni' tki j vu. "cpf "y j cv'dgpg'ku'ctg'cxckrcdng"cpf "j qy "vq'tgegkxg"yj go O'

" Vj g'Eqwtv'kp"ej cti g"qh'yj ku'ecug"ku'yj g'Tkxgtukf g Eqwpv { "Uwr gtkqt'Eqwtv'O'Vj g'r gtuqp"y j q"uwgf " ku'ecmgf "oRrc'kpkhho"cpf "yj g'qti cpk'cvkqpu"uwgf "ctg'ecmgf "oF ghgpf cpwO'

**40Y j cv'ku'yj g'Cevkqp"cdqwaA'**

" Kp"yj g'Cevkqp. "Igpplkgt "Y kug" \*oRrc'kpkhho"cmgi gf "o wnk'ng" xkqrc'v'kpu"qh"yj g"Ecrkhtqpkc"Ncdqt" Eqf g. "yj g'Ecrkhtqpkc"Dwulpguu" ( "Rtqhgukqpu"Eqf g. "cpf "RCI C. "kpenw'kpi "ecwugu"qh'cev'kqp"htq< hckntg"vq"rc { "y ci gu. "wpcwj qtk gf "cpf "wprey hwi"y ci g" f gf vev'kpu. "hckntg"vq" r tqxkf g" o gcn' r gtkqf u. "hckntg"vq"cwj qtk g"cpf "r gto k'tguv'r gtkqf u. "hckntg"vq" kpf go pkh { "htq'dwulpguu"gzr gpugu. " hckntg"vq"kuuwg"r tqr gt "y ci g'ucvgo gpw. "hckntg"vq"tgko dwtug"htq"r tgggo r m { o gpv'v'gukpi . "hckntg" vq" vko gn { "r c { "y ci gu. "hckntg"vq" o c'kpv'kpt" tgs vkt gf "r c { tqm'tgeqt f u. "wphck" eqo r gv'kqap" wpf gt " Ecrkhtqpkc'ku'Dwulpguu" ( "Rtqhgukqpu"Eqf g. "cpf "ercko u"htq"ekxk'r gpcmkgu"htq" xkqrc'v'kpu"qh"yj g" RCI CO"

**50Y j { 'ku'yj gtg" c'ugwrgo gpvA'**

" " " 5"qh"; "

"

3 Vj g'r ctvku'f kuci tgg"qp"vj g'r tqdcdrg"qweqo g'qh'vj g'ecug'y kj 'tgur gev'q'ncdtkk\ . 'f co ci gu."cpf "  
4 j qy 'o wej 'o qpg{ 'eqwf 'dg'tgeqxtgf 'kh'vj g'Rrcpkhh'y qp'cv'tkcr'F ghgpf cpw'dgkxg'vj g'Rrcpkhh'  
5 y qwf 'pqvr t gxcnkh'vj ku'ecug'y gpv'q'v'tkcr'Vj g'Eqwtvj cu'pqvf gekf gf 'kp'hcxqt'qh'vj g'Rrcpkhh'qt"  
6 F ghgpf cpw'Vj gtg'j cu'dggp'pq'v'tkcr'vj ku'ecug'k'pugcf . 'dqj 'ukf gu'tgeqi pk g'vj g'tkmu."g'zr gpugu."  
7 cpf "f kut w'v'qp"cuuqekcvgf "y kj "eqpvkpwgf "rki cvkqp"cpf "vj g{ "j cxg"vj g'tghqtg"ej qugp"vq"tguqkxg"  
8 vj gk'f k'htgpegu"d{ "gpvtkpi "kp'q"cu'ugwgo gpv'0D{ "f qkpi "uq."vj g'r ctvku"ecp"cxqkf "vj g'equv'qh"cu"  
9 v'tkn{" gv'Encuu'O go dgtu'ctg'v'kn'gp'v'k'gf "v'q'tgegkxg'r c{ o gpv'kh'vj g{ 'eqo r n' 'y kj 'vj g'k'pustwv'k'p'u"  
10 kp'vj ku'Encuu'P q'v'eg'Vj g'r ctvku'gpv'tgf 'kp'q'vj ku'ugwgo gpv'chtg'tco u'ngpi vj 'p'gi q'v'k'p'u'y j k'g"  
11 wulpi "vj g'ugt'x'legu'qh'cp"gzr g'tk'p'egf "cpf "p'gw't'cn'o gf k'v'qt'0'Rrcpkhh'j cu'cnuq."kp'cf f'k'k'p'v'q'vj ku'  
12 Encuu'Cevk'p'ugwgo gpv't'gcej gf "j gt"qy p'k'p'f'k'k'f w'cn'ugwgo gpv't'gi c'tf k'pi "em'ko u'qt't'g'v'k'v'k'p"  
13 hqt'gz'g'tekulpi 'j gt't'ki j v'q'gzr t'guu'dt'g'cuvo k'm'lp'vj g'y q'tnr m'eg."r wtuwcpv'q'Ncdqt'Eq'g'EE'3252."  
14 3253"cpf "32560'Vj g'Rrcpkhh'cpf "Encuu'Eqw'p'ug'r'd'g'k'x'g'vj cv'vj g'r t'qr qugf "ugwgo gpv'ku'h'ck'cpf "  
15 t'gcu'p'cd'rg"cpf "ku'lp'vj g'd'gu'v'k'p'v'g'v'q'v'j g'Encuu'O go dgtu'0

"

16 Vj g'Eqwtvj cu'f'vgto k'p'gf "vj cv'vj g't'g'ku'v'v'k'k'p'v'g'x'k'f g'peg'v'q'v'w' i gu'v'j cv'vj g'r t'qr qugf "ugwgo gpv'  
17 ku'h'ck'."cf'gs'w'v'g."cpf "t'gcu'p'cd'rg."cpf "vj cv'cp{ "h'k'p'cn'f'vgto k'p'v'k'p'qh'cp{ 'r quuk'rg'kuu'gu'y k'n'd'g"  
18 o cf'g'cv'vj g'h'k'p'cn'j g'ct'k'pi 0

"

60Y j cv'ku'c'encuu'cev'k'p'ugwgo gpv'A

"

19 Vj g'Eqwt'v'o wuv'cr r'tq'x'g'vj g'v'gto u'qh'vj g'r t'qr qugf "ugwgo gpv'cu'h'ck'cpf "t'gcu'p'cd'rg'0'Q'peg"  
20 cr r'tq'x'g'f."vj g'ugwgo gpv'y k'n'c'h'g'ev'cm'Encuu'O go dgtu."g'z'egr v'vj qu'g'y j q'j cxg'r t'qr g'tn' "qr v'f"  
21 qw'0'Vj ku'Encuu'P q'v'eg'gzr r'k'p'u{" qw'v'g'i c'n't'ki j wu."vj g'v'gto u'qh'vj g'ugwgo gpv'y j cv'q'w'o wuv'f'q"  
22 v'q'r ct'v'k'c'v'g."cpf "vj g'co q'w'p'v'q'h'o q'p'g{"{ qw'o c{ 't'g'eg'k'x'g'0'R'g'c'ug't'g'cf "vj ku'g'p'v'k'g'Encuu'P q'v'eg"  
23 ect'g'h'm'f'0"

"

70Y j cv'uj qwf 'Kf qA'

"

24 [ qw'ecp'f'q'p'q'v'j k'pi . 'cpf 'k'h'q'w'ct'g'gp'v'k'p'gf "v'q'c'r c{ o gpv'{" qw'y k'n'd'g'r c'k'f'0D'g'o k'p'f'hw'n'j qy g'x'gt."  
25 vj cv'kh'vj ku'Encuu'P q'v'eg't'gcej gu'{" qw'cpf "vj g'c'f'f't'guu'y j g'tg'{" qw'p'qy "h'k'x'g'ku'f'k'ht'g'p'v'{" qw'p'ggf "  
26 v'q"eq'p'cev'vj g'U'g'w'go gpv'C'f'o k'p'k'ut'cv'qt"cpf "r t'q'x'k'f'g'w'f'c'v'g'f "k'p'h'q'to cv'k'p'v'q"u'vj cv'cp{" h'w'w'g"  
27 eq'tt'g'ur q'p'f'g'peg'q't"vj g'ugwgo gpv'ej gen'k'ug'h't'gcej gu'{" qw'cpf "ku'p'q'v't'g'w't'p'g'f "cu"cp'c'f'f't'guu'  
28 w'p'n'p'q'y p'0'

"

80J qy 'o wej 'y kn'o { 'r c{ o gpv'dgA'

"

29 C'ht'g't'cm'h'g'gu."equu."cpf "q'h'ug'w'ct'g'c'ng'p'cu'ug'v'ht'q'v'j 'w'p'f'gt'vj g'U'g'w'go gpv'Ci t'ggo gpv'y j k'ej "ku"  
30 cx'c'k'c'd'rg'h'q't'g'x'k'g'y + 'vj g't'go c'k'p'f'gt'y k'n'd'g'w'ug'f "v'q'r c{ 'Encuu'O go dgtu'cp'gs'w'cn'r c{ o gpv'd'c'ug'f "  
31 qp'vj g'p'wo dgt'qh'Encuu'O go dgtu'v'0'Rt'q/T'c'v'U'j ct'g'o+0'

"

32 Vj g'U'g'w'go gpv'C'f'o k'p'k'ut'cv'qt"uj c'm'f'vgto k'p'g'd{" j qy "o cp{ "Encuu'O go dgtu"vj g'tg'ct'g."vj q'w'j "  
33 F ghgpf cpw'g'uko cv'g'vj g'tg'v'q'dg'3.398'Encuu'O go dgtu'0"

"

34 [ qw'g'uko cv'g'f'r c{ o gpv'ku'r'k'ug'f "cd'q'x'g."qp'r ci g'4'qh'vj ku'f'q'ewo gpv'0'k'i{" qw'f'q'p'q'v'f'kur w'g'{" qw'  
35 ec'w'w'v'k'p'p."cpf "f'q'p'q'v'q'r v'q'w'q'h'vj g'ugwgo gpv'{" qw'y k'n'd'g'd'q'w'p'f'd{ 'vj g'ugwgo gpv'cpf "t'g'eg'k'x'g"  
36

"

4: " " 6'qh'; "

"

"

3 c"ugwngo gpv'r c{o gpv0**In other words, you do not need to take any action to receive a**  
4 **settlement payment.**

5 **Ki**{qw'y kuj "v" f kur wg"y g"ecrewrckqp"etgf kqf "v" {qw"qt"cp{ vj kpi "gnug"cdqw" {qwt"go r nq{ o gpv'  
6 ucvwu."{qw'o wuv'y tkg"v"y j g"Ugwngo gpv'cf o kpkntcvqt"lpf kcvkpi "y j cv" {qw'dgrkxg"ku'kpeqtt gev'  
7 cpf "tgvwtp"kw"qp"qt"dgqhtg">>f cvg@@]82"f c{ u'chvgt"kpklcn'o cklpi "\_xlc"WUO ckl'y kj "r tqqh'qh'  
8 y j g"uwo kulkqp" f cvg" \*uwej "cu" c" r quvo ctm'qt" f grkxgt { "ugtxleg" f cvg" uco r +0[ qw'o c { "wug" y j g"  
9 gpenugf "F kur wg" Hqto "hqt" y ku' r wtr qug0Ki" y j g"Ugwngo gpv'cf o kpkntcvqt"tg/o ckrf { "qwt" Ercuu"  
P qvleg"v" c" pgy "cf f tguu." {qw'y kmj cxg'cf f kklqpcn'37" f c{ u'htqo "y j g" f cvg"qh'y j g"tg/o ckrf "Ercuu"  
P qvleg"v" y tkg"v" y j g"Ugwngo gpv'cf o kpkntcvqt"v" f kur wg" {qwt" kphqto cvkqp0[ qw'o wuv'cuq'ugpf "  
cp{ "f qewo gpw"qt" qj gt "kphqto cvkqp" y j cv" {qw'eqpvpgf "uwr r qtu" {qwt" dgrkgh" y j cv" y j g" kphqto cvkqp"  
ugv'htq y "cdqxg" ku'kpeqtt gev0Vj g"Ugwngo gpv'cf o kpkntcvqt"y km' tguixg" cp{ "f kur wg"dcugf "wr qp"  
: F ghgpf cpw0tgeqtf u'cpf "cp{ "kphqto cvkqp" {qwr' tqxf g0Rrgcug"dg'cf xkugf "y j cv" y j g" kphqto cvkqp"qp"  
; y j ku'P qvleg"ku' r tguwo gf "v" dg'eqtt gev'wrguu" y j g" f qewo gpw" {qw'uwo k'ctg'eqo r cp{ "tgeqtf u'htqo "

"

32 "

33 **90Y j gp'y qwf 'Ki gv'o { 'r c{o gpvA'**

"

34 Vj g"Eqwt"y kmj qif "c" j gctkpi "qp">>hpcn'cr r tqxcn'j gctkpi "f cvg@@'cv">>hpcn'cr r tqxcn'j gctkpi "  
35 vko g@@ v" f gekf g" y j gvj gt" v" cr r tqxg" y j g" r tqr qugf "ugwngo gpv0 Ki" y j g" Eqwt" cr r tqxgu" y j g"  
36 ugwngo gpv'cpf "cp{ qpg'qdlgeu." y j gtg'o c { "dg'cr r gcn0Kku'cny c { u'wpegtckp" y j gp" y j g"ug'qdlgevkpu"  
37 cpf "cr r gcn'ecp"dg'tguixgf ."cpf "tguixkpi "y j go "ecp"vcng"vko g0Vq"ej gem'qp"y j g"r tqi tguu'qh'y j g"  
38 ugwngo gpv."ecm'y j g"Ugwngo gpv'cf o kpkntcvqt"cv">>ugwngo gpv'cf o kpkntcvqt"r j qpg'pwo dgt @@'qt"  
39 eqpvcev'Ercuu'Eqwpugn"ugg"dgmy "hqt'Ercuu'Eqwpugn"eqpvcev'kphqto cvkqp00Rrgcug"dg'r cvkqp0

"

38 [ qw'y kmj cxg'3: 2" f c { u'v" ecuj " {qwt"ugwngo gpv'ej gen0Ki" c" b ckrf "lpf kxf wcnlugwngo gpv' r c { o gpv'  
39 ku'pqv'ecuj gf "d { ">>ej gen'ecuj kpi "f gcf rkg@@\*y kj kp'3: 2" f c { u'qh'y j g" f cvg"r tkrvgf "qp" y j g"ej gem:"  
40 cm'wpecuj gf "hwpf u'y km'dg"r ckl "v" y j g" Ecrkhtqtpk "Ucvg"Eqvtqmgta'Qhleg" Wpercko gf "Rtqr gtv" "  
41 Hwpf "y kj "y j g" k' gpv" { "qh'y j g" Ercuu' O go dgt "v" y j qo "y j g" hwpf u'dgmpu . "v" dg" j gf "hqt" y j g" Ercuu'  
3: O go dgt0"

"

3; "

42 **: 0Y j cv'co 'Kt grgcukpi A'**

"

42 **Ki**{qw'f q'pqv'gzemf g" {qwtugr'htqo "y j g"ugwngo gpv"\*ceeqt f kpi "v" y j g"r tqegf wtgu'gzr rklpgf "dgmy +"  
43 {qw'y km' tgrgcug"egtckp"erko u'cu'hqmy u<

"

44 Cu'qh'y j g" Ghgevxg'Hpcn'Ugwngo gpv'F cvg. 'Ercuu' O go dgtu'y j q' f q'pqv'uwo k'c'vko gn" "  
45 cpf "xcrk" tgs wguv'ht "gzemukqp" tgrgcug" y j g" Tgrgcugf "Rctvku'htqo "y j g" Tgrgcugf "Ercuo u0"  
46 Rctvkek cvkpi "Ercuu' O go dgtu'ci tgg"pqv'v"uwg"qt"qj gty kug'b cng" c'erko "kp"cp{ "hqtwo " "  
47 ci ckpu'cp{ "qh'y j g" Tgrgcugf "Rctvku'htqo"cp{ "qh'y j g" Tgrgcugf "Ercuo u0"

"

47 Ercuu'o go dgtu'y j q' f q'pqv'qr v'qww'qh'y j g"ugwngo gpv'y km' tgrgcug"cm'erko u'wpf gt "ucv." "  
48 hgf gtcn" cpf " nqecn' ncy " ctkukpi " qw" qh" qt" tgrcvf " v" y j g" cmgi cvkpu" o cf g" kp" y j g"  
49 Eqo r rklpv." y j g" Hktu'Co gpf gf "Eqo r rklpv." cpf "y j g" Ugeqpf "Co gpf gf "Eqo r rklpv." cpf "  
50 cm'qj gt'erko u'y j cv'eqwf " j cxg'dggp" r ngcf gf "dcugf "qp" y j g" hcew'cuugtvgf "kp" y j g" Cevkqp"  
51 \*y j g" 0Tgrgcugf "Ercuo u0+0Vj ku'lpemf gu'dw'ku'pqv'ko kgf "v" <hckm'g"v" r c { "utcki j v'cpf "

"

4: " " 7"qh"; "

Wise v. Springs Charter Schools, Inc., et al. Iqkv'Ukr wrcvqp"qh'Ercuu'Cevkqp"Ugwngo gpv'cpf "  
Tgrgcug"

"

"



"

3 Rctvlekr cvg'lp'Ugwrgo gpvHqto ö'hqt'yj ku'r wtr qug0[ qw'y knlj cxg'60 days'htqo 'yj g'f cvg'qh'o cklpi "
4 qh'yj ku'Ercuu'P qvleg"vq"ffq"uq0[ qwt"Qr vQw'tgs wguv'o wuv'dg"kp"y tklpi "cpf"o ckrf"vq"yj g'
5 Ugwrgo gpv' Cfo lpkutcvqt." Rj qgpzk" Ugwrgo gpv' Cfo lpkutcvqtu." >>ugwrgo gpv' cfo lpkutcvqt"
6 o cklpi "cfftguu@@cpf"dg"r quvo ctngf"pq"rvgt"yj cp">>tgur qpug"f gcf nkg@@@qt"kv'y kn'pqv'dg"
7 eqpukf gtgf "cpf" {qw'y kn'dg"dqwpf"d{ "yj g'ugwrgo gpv0Ki'yj g'Ugwrgo gpv' Cfo lpkutcvqt'tg/o ckrf"
8 {qwt"Ercuu'P qvleg"vq"cpgy "cfftguu." {qw'y knlj cxg"cf f kkpncn37"fc{u'htqo "yj g'f cvg'qh'yj g'tg/
9 o ckrf'Ercuu'P qvleg"vq"qr v'qwo[ qw'o wuv'kpenf g" {qwt'hwmpco g"\*cpf' hqto gt'pco gu.kh'cp{+cpf"
10 cfftguu"kp" {qwt'tgs wguv'cpf" {qw'o wuv'uki p'yj g'y tkwgp'tgs wguv'0J qy gxgt." {qw'ecppqv'qr v'qwo'qh'
11 yj g'RCI C'Tgrgugf'Erclo u'cpf"y knl'gegkxg" {qwt'r tq'tcvg'uj ctg'qh'yj g'RCI C'Rgpcnkgy'j gyj gt"
12 qt'pqv' {qw'qr v'qh'qwo'qh'yj g'ugwrgo gpv'0

320F q'Kj cxg'c'rcy {gt'lp'yj ku'ecugA'

13 "
14 Vj g'Eqwtv'yj cu'cr r qkpvf'F cxf'I 0Ur kxcm'qh'yj g'Vj g'Ur kxcm'Ncy 'Hto .': 827'Ucpv'O qplec'Dn"
15 ; ROD'64776."Y guv'J qm'y qqf.'EC"; 228; .Vgrgr j qpg<\*435+947/; 2; 6.'fcxkf B ur kxcmcy 0qo ."
16 cpf"Y cngt"NO'J kpgu"qh" Wpkxf"Go r m{ggu"Ncy "I tqwr "vq"tgr tguv' {qw'cpf"qy gt"Ercuu"
17 O go dgtu'lp'yj g'Cevkqp0Vj gug'rcy {gtu'ctg'ecmgf'Ercuu'Eqwpugr0Vj g' {y kn'dg'eqo r gpucv'f'htqo "
18 yj g'I tquu'Ugwrgo gpv'Co qwpv'cu'f'kwuugf'lp'yj ku'Ercuu'P qvleg0Ki' {qw'y cpv'vq'dg'tgr tguv'f' d' "
19 {qwt"qy p'rcy {gt." {qw'o c' {j k g'qpg'cv' {qwt"qy p'gzr gpug0'
20 "

330J qy 'y kn'yj g'rcy {gtu'dg'r ckf A'

21 "
22 Ercuu'Eqwpugn'y kn'cum'yj g'Eqwtv'vq"cy ctf'yj go 'hgu'qh'cr r tqzko cvgn' "55"cpf"315' " \*qpg/y kf +
23 qh'yj g'I tquu'Ugwrgo gpv'Co qwpv.'guwo cvgf"vq'dg"&398.8880890Ercuu'Eqwpugn'y kn'cnuq'cum'yj g'
24 Eqwtv'vq"cy ctf'yj go "equu'qh'pqv'o qtg'yj cp"&37.222022'lpewt'gf'lp"eqppge'vq'p'y kj 'yj g'Cevkqp0'
25 Vj g'Eqwtv'o c' {ej qqug'vq"cy ctf' hgu'yj cp'yj g'co qwpv'tgs wguv'f' d' 'Ercuu'Eqwpugn0'
26 "

340J qy 'f q'Kvgn'yj g'Eqwtv'yj cv'Kf q'pqv'rkng'yj g'ugwrgo gpvA'

27 "
28 [ qw'ecp'cum'yj g'Eqwtv'vq" f gp' { 'cr r tqxcn'd { 'qdlgev'p'i 0[ qw'ecppqv'cum'yj g'Eqwtv'vq" qtf gt'c'rci gt"
29 ugwrgo gpv'v'yj g'Eqwtv'ecp'qpn' { 'cr r tqxg'qt'f gp' { 'yj g'ugwrgo gpv'0Ki'yj g'Eqwtv'f' g'pkgu'yj g'ugwrgo gpv."
30 pq'ugwrgo gpv'r c' { o gpw'y kn'dg'ugpv'qwo'cpf' 'yj g'Cevkqp'y kn'eqpv'kwg0Ki'yj cv'ku'y j cv' { qw'y cpv'vq"
31 j cr r gp. " { qw'o wuv'qdlgev'0'
32 "

33 [ qw'o c' { 'qdlgev'vq"yj g'r tqr qugf'ugwrgo gpv'lp"y tklpi "qt'lp'r gtuq0[ qw'o c' { 'cnuq'cr r gct'cv'yj g'
34 Hkpcn'Cr r tqxcn'J gctkpi ."gkj gt'lp'r gtuq"qt'yj tqwi j " {qwt"qy p'cwqtpg' {0'Ki' {qw'cr r gct'yj tqwi j "
35 {qwt"qy p'cwqtpg." {qw'ctg'tgur qpukdng'hqt"r c' {kpi "yj cv'cwqtpg' {0' Cm'y tkwgp"qdlgev'kpu"cpf"
36 uwr r qv'kpi 'r cr gtu'uj qwf "c'+ergetn' 'kf gp'kh' { 'yj g'ecug'pco g'cpf'pwo dgt '\*Jennifer Wise'v. Springs
37 Charter Schools, Inc., Ecug'P q0TKE422457; + \*d+dg'uwo kwgf'vq'yj g'Ugwrgo gpv' Cfo lpkutcvqt"
38 d' { " o cklpi " yj go " vq" yj g' Ugwrgo gpv' Cfo lpkutcvqt." Rj qgpzk" Ugwrgo gpv' Cfo lpkutcvqtu."
39 >>ugwrgo gpv'cfo lpkutcvqt"o cklpi "cfftguu@@cpf" \*e+"dg'hkrf"qt"r quvo ctngf"qp"qt"dghqtg"
40 >>tgur qpug"f gcf nkg@@0Ki'yj g'Ugwrgo gpv' Cfo lpkutcvqt'tg/o ckrf" {qwt'Ercuu'P qvleg"vq"cpgy "
41 cfftguu." {qw'y knlj cxg"cf f kkpncn37"fc{u'htqo "yj g'f cvg'qh'yj g'tg/o ckrf'Ercuu'P qvleg"vq"qdlgev'0'
42 Ercuu'O go dgtu'o c' { 'cr r gct'cv'yj g'kpcn'cr r tqxcn'j gctkpi "vq'dg"j gctf"qp'yj gk'qdlgev'kpu."gxgp'kh'
43 yj g' {j cxg'pqv'r tgxkwun' "ugt'xgf" c'y tkwgp'qdlgev'kqp0'
44 "

4: " " 9"qh"; "

Wise v. Springs Charter Schools, Inc., et al. Iqkp'Ukr wrc'kqp'qh'Ercuu'Cevkqp'Ugwrgo gpv'cpf" Tgrgug'

"

"

3 350Y j gp'cpf 'y j gtg'y km'vj g'Eqwtv'f gekf g'y j gyj gt 'v'cr r tqxg'vj g'ugwgo gpv'A'

"

4 Vj g'Eqwtv'y km'j qrf "c'hcktpguu"j gctkpi "qp">>hpcn'cr r tqxcl'j gctkpi "f cvg@@cv">>hpcn'cr r tqxcl'  
5 j gctkpi "ko g@@kp" F gr ctvo gpv'8"cv'vj g'Tkxgtukf g'Eqwv' "Uwr gtlqt"Eqwtv."Tkxgtukf g"J kvqtke"  
6 Eqwtv'j qwug."6272"O ckp"Utggv."Tkxgtukf g."EC"; 4723"vj g"J qpqcdrg'Uwpuj kpg'U'ngu'r tgukf kpi -0'  
7 C'vj ku'j gctkpi ."vj g'Eqwtv'y km'eqpukf gt'y j gyj gt 'vj g'ugwgo gpv'ku'hck."tgcupcdrg."cpf "cf gs wcvg0'  
8 K'vj gtg"ctg"qdlge'v'pu'vj cv'y gtg'r tqr gtn' "o cf g."vj g'Eqwtv'y km'eqpukf gt'vj go 0'Vj g'Eqwtv'y km'  
9 rkvgp'v'q'r gqr ng'y j q'j cxg"cuugf "v'ur gcm'cv'vj g'j gctkpi 0'Vj g'Eqwtv'o c{"cnuq" f gekf g'j qy "o wej "  
10 v'q'r c{"v'Ernuu"Eqwpugn'0'V'qt"chgt"vj g'j gctkpi ."vj g'Eqwtv'y km'f gekf g'y j gyj gt "v'cr r tqxg'vj g'  
11 ugwgo gpv'0'Y g'f q'pqv'npqy "j qy "hpi "vj ku'f gekukp'y km'vcng0"

"

9 360F q'K'j cxg'v'eqo g'v'vj g'j gctkpi A'

"

12 P q0Ernuu'Eqwpugn'y km'cpuy gt "cp{"s wgv'kpu'vj cv'vj g'Eqwtv'o c{"j cxg0Dw."{qw'ctg'y greqo g'v'q"  
13 eqo g'cv'{"qwt"qy p"gzr gpug0'K'{"qw'ugpv'cp"qdlge'v'p."{qw'f q'pqv'j cxg'v'eqo g'v'q"Eqwtv'v'cmi'  
14 cdqw'k0'Cu'hpi "cu"{"qw'ko gn' "o ckgf" {"qwt"y tkvgp"qdlge'v'p."vj g'Eqwtv'y km'eqpukf gt'k0[ qw'  
15 o c{"cnuq"r c{"qwt"qy p'rcy {"gt'v'cwgpf."dw'k'ku'pqv'tgs wktgf 0'  
16 "

"

33 370O c{"Kur gcm'cv'vj g'j gctkpi A'

"

34 Tgi ctf rguu'qh'y j gyj gt {"qw'r tqr gtn' "qdlge'v'f "v'vj g'ugwgo gpv."{qw'o c{"ur gcm'cv'vj g'hcktpguu'  
35 j gctkpi 0'

"

36 380Y j cv'j cr r gpu'kh'Kf q'pqv' kpi "cv'cmA"

"

37 [ qw'y km'r ct'ekr cvg'lp'vj g'ugwgo gpv'cpf "tegekxg'r c{"o gpv0[ qw'y km'dg"dqwpf "d{"vj g'tgrgcug"cu'  
38 ug'v'hty'j "gtgk0'

"

39 **GETTING MORE INFORMATION**

3: Vj ku'Ernuu'P qv'eg"uwo o ct'k gu'vj g'r tqr qugf "ugwgo gpv0[ qw'o c{"ecm'qt"eqpcev'Ernuu'Eqwpugn'  
3; qt"vj g'Ugwgo gpv'0'f o kpkntcvqt"kh'{"qw'y qwf "rknq"o qtg'kphqto cv'qp"cdqw'vj g'ecug0[ qw'o c{"  
42 ecml">>ugwgo gpv'0'f o kpkntcvqt'r'j qpg'pwo dgt "@@qt'y tkv'vj g'Ugwgo gpv'0'f o kpkntcvqt."Rj qgpz"  
43 Ugwgo gpv'0'f o kpkntcvqtu."m'ecv'f "cv">>ugwgo gpv'0'f o kpkntcvqt"o c'k'kpi "c'f f tguu@@'

"

43 [ qw'ecp'h'pf "vj g'ugwgo gpv'ci tgggo gpv'y kj "vj ku'kphqto cv'qp"<\*&R'ckp'wh'lgpp'kgt"Y kug'u'P qv'eg"  
44 Qh"O qv'qp"H'qt"Rtgn'ko k'pct {"C'r r tqxcl'Qh'Ernuu'Ce'v'qp"Ugwgo gpv."h'k'f "aaaaaaa."4244" \*k'k"  
45 xkuk'kpi "vj g'Tkxgtukf g'Eqwv' {"Uwr gtlqt"Eqwtv."m'ecv'f "cv"Tkxgtukf g"J kvqtke"Eqwtv'j qwug."6272"  
46 O ckp"Utggv."Tkxgtukf g."EC"; 4723="qt" \*k'k"ceegu'kpi "vj g"Tkxgtukf g'Eqwv' {"Uwr gtlqt"Eqwtv'  
47 y gdukg'cv'j vr u'1ly y y 0'kxgtukf g'Eqwtv'0'c'q'x 10'

"

46 [ qw' ecp" cnuq" ceegu' vj g" Tkxgtukf g" Eqwv' " Uwr gtlqt" Eqwtv' Qprkpg" Ugtxlegu' cv'  
47 j vr u'1ly y y Qaaaaaaaaaaaaaaaaaaaaa."qt"d{"xkuk'kpi "vj g'Erntnuu'Q'ht'eg"cv'vj g"Tkxgtukf g'Eqwv' "  
48 Uwr gtlqt"Eqwtv."Tkxgtukf g"J kvqtke"Eqwtv'j qwug." 6272" O ckp" Utggv." Tkxgtukf g." EC"; 4723+  
49 dgw ggp"a-a2" c'0' c'p'f "a-a2" r' 0' O' p'f c {"vj tqwi j "H'k'f c {"gzew'f kpi "Eqwtv'j q'k'f c {"u'

"

4: " " : "qh"; "

"

"

"

3

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

4

"

"

5

6

7

8

9

:

;

32

33

34

35

36

37

38

39

3:

3;

42

43

44

45

46

47

48

49

4:

"

"

; "qh"; "

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

Iqkpv'Ukr wrcvqp"qh'Ercuu'Cevkqp"Ugwgo gpv'cpf "  
Tgngcug"

"

"

# **EXHIBIT 17**



FIRST AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT

Uwdlgev'vq' hpcn'cr r tqxcn'd { 'vj g'Eqwtv.'vj ku'Ugwrgo gpv'Ci tgggo gpv'ku'dgyw ggp'lgppk'ht'Y kug'
'Rrc'k'p'v'hh'+. 'cpf 'F ghgpf cpwu'Ur t'kpi u'Ej ctvgt'Uej qqn.'kpe0'Tkxgt'Ur t'kpi u'Ej ctvgt'Uej qqn'
kpe0'Go r k'g'Ur t'kpi u'Ej ctvgt'Uej qqn'kpe0'J ctdqt'Ur t'kpi u'Ej ctvgt'Uej qqn'kpe0'Ektwu'
Ur t'kpi u'Ej ctvgt'Uej qqn'kpe0'Xk'w'Ur t'kpi u'Ej ctvgt'Uej qqn'kpe0'cpf 'Rcek'ke'Ur t'kpi u'
Ej ctvgt'Uej qqn'kpe0'eqmgev'kxgn' 'o'F ghgpf cpwu'0'Rrc'k'p'v'hh'+. 'cpf 'F ghgpf cpwu'eqmgev'kxgn' 'ctg'
tghgttgf 'vq'k'p'vj ku'Ci tgggo gpv'cu'vj g'o'Rct'v'ku'0'

I. DEFINITIONS

k'p'cf f'k'k'q'p'vq'vj g'qvj gt'v'gto u'f'gh'g'p'f'k'p'vj ku'Ci tgggo gpv.'vj g'v'gto u'dgm'y 'j'cxg'vj g'
hqm'y kpi 'o'gcp'kpi <

A. Action <Vj g'rcy uwk'ewttg'p'v'f' r'gpf kpi 'k'p'vj g'Tkxgt'ul'f'g'Eqw'p'v'f' 'Uw'gt'k'qt'Eqwt'v.'
gp'v'k'rg'f' 'Jennifer Wise v. River Springs Charter School, Inc. et al..'ecug'p'wo dgt'
T'K'422457; 0'

B. Administration Costs <Vj g'equu'k'pewtt'g'f' 'd' { 'vj g'Ugwrgo gpv' 'C'f' o' k'p'k'ut'cv'qt'vq'
'cf' o' k'p'k'v'gt'vj ku'Ugwrgo gpv.'y'j'kej 'uj'cm'p'q'v'gzegg'f' '&32.2220'cm'c'f' o' k'p'k'ut'cv'k'q'p'
'Equu'uj'cm'd'g'r'ck' 'ht'qo 'vj'g'I' t'quu'Ugwrgo gpv'Co qwp'0'

C. Agreement, Settlement Agreement, Joint Stipulation, or Settlement <Vj g'
ugwrgo gpv'ci tgggo gpv't'gh'ng'ev'f' 'k'p'vj ku'f'q'ewo gpv.'k'rg'f' 'o'ht'uv'Co'g'p'f'g'f' 'L'q'k'p'v'
'U'k'w'v'k'q'p'cpf' 'Ugwrgo gpv'Ci tgggo gp'0'

D. Attorney Fee Award <Vj g'co qwpv.'p'q'v'v'g'zegg'f' 'q'p'g/vj'k'f' '\*3'15+'q'h'vj'g'I' t'quu'
'Ugwrgo gpv'Co qwp'v'qt'Q'p'g'J' w'p'f'g'f' 'U'g'x'g'p'v'f' 'U'k' 'V'j'q'w'uc'p'f' 'U'k' 'J' w'p'f'g'f' 'U'k'v'f'
'U'k' 'F'q'm'ct'u'c'p'f' 'U'k'v'f' 'U'g'x'g'p' 'E'g'p'u' '\*&398.888(89+'h'k'p'cm'f' 'c'r'r't'q'x'g'f' 'd' { 'vj'g'Eqwt'v'
'c'p'f' 'c'y'c't'f'g'f' 'v'q' 'E'rc'u'u' 'E'q'w'p'ug'r'0'V'j'g' 'C'v'q't'p'g'f' 'H'g'g' 'C'y'c't'f' 'uj'c'm'd'g'r'ck' 'ht'qo 'vj'g'
'I' t'quu'Ugwrgo gpv'Co qwp'v'c'p'f' 'y'k'n'p'q'v'd'g'q'r'r'q'ug'f' 'd' { 'F'gh'g'p'f'cp'wu'0'

E. Class Counsel <'F'c'x'k'f' 'I' 0'Ur'k'x'c'm'i'q'h'V'j'g' 'U'r'k'x'c'm'i'N'ey' 'H'k'o' 'c'p'f' 'Y'c'n'g't' 'J'c'l'p'g'u'
'q'h'w'p'k'g'f' 'G'o'r'q' {g'g'u'N'ey' 'I' t'q'w'r'0'

F. Class Notice or Notice <Vj g'P'q'v'k'eg'q'h'E'rc'u'u' 'C'ev'k'q'p' 'Ugwrgo gpv.'u'w'd'u'c'p'v'k'cm'f'
' 'u'k'o'k'r'c't'v'q'vj'g' 'h'q'to' 'c'w'cej'g'f' 'j'g't'g'v'q'cu' 'Exhibit A.'u'w'd'l'g'ev'v'q' 'E'q'w't'v'c'r'r't'q'x'c'r'f'

G. Class Period <'L'w'f' "3."4238" 'y' t'q'w'i'j' ' 'vj'g'f'c'v'g' 'vj'g' 'E'q'w't'v' 'i' t'c'p'u' 'r' t'g'r'k'o' k'p'c't' {
'c'r'r't'q'x'c'n'q'h'vj'g' 'Ugwrgo gp'0'

H. Class Representative or Plaintiff: 'lgppk'ht'Y kug'0'

I. Class Representative General Release Payment <Vj g'co qwpv'vj g'Eqwtv'
'c'y'c't'f' u'v'q' 'Rrc'k'p'v'hh'+ 'h'q't' 'j'g't' 'g'z'g'ew'k'q'p' 'q'h'c' 'd't'q'c'f'g't' 'i'g'p'g't'c'n' 't'g'r'g'c'ug' 'q'h' 'e'r'k'o' u'

ci clpuv'F ghgpf cpw'v'j cp'Rctvlekr cvkpi 'Ernuu'O go dgtuø'tgrgcug.'y j lej 'y kn'pqv'gzeggf "Hkxg"Vj qwucpf "F qmctu"\*87.222022-0'Vj ku'r c { o gpv'uj cm'dg'r ckl "htqo " vj g'I tquu'Ugwrgo gpv'Co qwpv'cpf "y kn'pqv'dg"qr r qugf "d { "F ghgpf cpw'cpf "ku" dgkpi "qhhtgf "kp"eqpukf gtcvkqp"htq"v'j g"Rctvlekr'gzgewkpi "c"i gpgtcn'tgrgcug"qh' ercko u'ci clpuv'F ghgpf cpw.'c'tgrgcug'v'j cvku'dtqcf gt'v'j cp'cp { 'Rctvlekr cvkpi 'Ernuu' O go dgt'y kn'r tqxkf g'kp"eqpukf gtcvkqp"htq"v'c'ugwrgo gpv'uj ctg0

J. **Cost Award**<Vj g" co qwpv' v'j cv' v'j g" Eqwtv" qtf gtu" F ghgpf cpw" vq" r c { " Ernuu" Eqwpugn'htq" r c { o gpv'qh'cewcn'rkkk cvkqp"equu.'y j lej "uj cm'pqv'gzeggf "Hkxg" Vj qwucpf " F qmctu" \*87.222022-0' Vj g" Equv' Cy ctf " y kn' dg" r ckl " htqo " vj g" S wcn'kkgf "Ugwrgo gpv'Hwpf "cpf "y kn'pqv'dg"qr r qugf "d { "F ghgpf cpw'Vj g'Equv' Cy ctf "ku'uwdlgev'v'q"Eqwtv'cr r tqxcr'0'Kj'v'j g"Eqwtv'cy ctf u'rguu'v'j cp'v'j g"co qwpv' tgs wguvf ."cp { "co qwpv'pqv'cy ctf gf "y kn'dgeqo g"r ctv'qh'v'j g"P gv'Ugwrgo gpv' Co qwpv'htq" f kntkdwkqp"v'q'Rctvlekr cvkpi 'Ernuu'O go dgtu0

K. **Counsel for Defendants:** Cf tkpppg'N0Eqptcf . 'Nctc'R0Dguugt."cpf "Lcnc'p'O 0' Tgkpi ctv'qh'Lcemqp'Ngy ku'R0E0'

L. **Defendants**<Ur tkpi u'Ej ctvgt"Uej qqn."Kpe0"Tkxgt"Ur tkpi u'Ej ctvgt"Uej qqn"Kpe0" Go r ktg"Ur tkpi u'Ej ctvgt"Uej qqn"Kpe0"J ctdqt"Ur tkpi u'Ej ctvgt"Uej qqn"Kpe0" Ektwu"Ur tkpi u'Ej ctvgt"Uej qqn"Kpe0"Xkuc"Ur tkpi u'Ej ctvgt"Uej qqn"Kpe0"cpf " Rcekkle"Ur tkpi u'Ej ctvgt"Uej qqn"Kpe0

M. **OMITTED**

N. **Disbursement of the Settlement:** Vj g" f cvg" qp" y j lej " vj g" Ugwrgo gpv' Cf o kpkntcvqt'uj cm'f kudwtug'v'j g'I tquu'Ugwrgo gpv'Co qwpv'cu'kpf kecvgf "j gtgk0' Wpf gt"v'j g'vgtu u'qh'v'j ku'Ugwrgo gpv'Ci tgggo gpv.'y kj kp'v'gp"\*32+'dwukpguu'f c { u' chgt" tgegr v' qh' vj g" Ugwrgo gpv' hwpf u' htqo " F ghgpf cpw." vj g" Ugwrgo gpv' Cf o kpkntcvqt"uj cm'f kudwtug-<\*3+"v'j g"P gv'Ugwrgo gpv'Co qwpv'v'q" dg"r ckl " vq" Rctvlekr cvkpi 'Ernuu'O go dgtu=\*4+'v'j g"Cvqtpg { 'Hgg"Cy ctf "cpf "Equv'Cy ctf "v'q" Ernuu'Eqwpugn'htq"cvqtpg { uø'hggu'cpf "equu."cu'cr r tqxgf "d { "v'j g"Eqwtv=\*5+"v'j g" Ernuu" Tgrtgugpvcv'xg" I gpgtcn' Tgrgcug" Rc { o gpv' r ckl " vq" vj g" Ernuu" Tgrtgugpvcv'xg."cu'cr r tqxgf "d { "v'j g"Eqwtv=\*6+"v'j g"Cf o kpkntcvkqp"Equu."cu' cr r tqxgf " d { " vj g" Eqwtv=\*7+" vj g" RCI C" Rc { o gpv' vq" vj g" NY F C" cpf " vq" Rctvlekr cvkpi " Ernuu" O go dgtu."cu'cr r tqxgf " d { " vj g" Eqwtv' F ghgpf cpw'uj cm' ugr ctcvgn' r c { "v'j gkt'r qtvkqp"qh'r c { tqm'czgu'cu'v'j g"Ugwrgo gpv'Ernuu'O go dgtuø' ewttgpv'qt'htqo gt"go r m { gt0"

O. **Effective Final Settlement Date:** Vj g'ghgvev'xg'f cvg'qh'v'j ku'Ugwrgo gpv'y kn'dg" y j gp" vj g" hpcn' cr r tqxcr' qh' vj g" ugwrgo gpv' qt" lwf i o gpv' ecp" pq" nppi gt" dg" cr r gcnf ."qt."kh'v'j gtg'ctg'pq'qdlgevqtu."pq'r ctv'ku'kp'kpvtxgpv'kqp"cv'v'j g'vko g'v'j g" eqwtv'i tcpw'hpcn'cr r tqxcr'qh'v'j g'ugwrgo gpv."cpf "pq'r quv'lwf i o gpv'ej cnppi gu" v'j g'lwf i o gpv.'v'gp"\*32+'ecngpf ct'f c { u'htqo "v'j g'f cvg'v'j g'eqwtv'gpvgtu'lwf i o gpv' i tcpv'kpi "hpcn'cr r tqxcr'qh'v'j g'ugwrgo gpv0



RCI C'r gpcnkgu'erclo 'cu'cmgi gf 'lp'vj g'lp'vj g'Ego r nclpv0Ugxgpv{/hkg'r gtegpv' \*97' +'qh'vj g"RCI C"Rc{o gpv."qt"Vj tgg"Vj qwucpf "F qmtu"cpf "\ gtq"Egpw" \*85.222022+uj cm'dg'r ckl "vq"vj g"NY F C."cpf "vy gpv{/hkg'r gtegpv"\*47' +'qh'vj g" RCI C"Rc{o gpv."qt"Qpg"Vj qwucpf "F qmtu"cpf "\ gtq"Egpw"\*83.222022+uj cm'dg" r ctv'qh'vj g'P gv'Ugwrgo gpv'Co qwpvf kwtkdwgf "vq'Rctv'ekr cvkpi "Encuu'O go dgtu'0

X. **Participating Class Members**<"Cm'Ugwrgo gpv'Encuu'O go dgtu'y j q'f q"pqv' uwdo kv'c'xcrkf "cpf "vko gnf "tgs wguv'vq"gzemf g"vj go ugkrgu'htqo "vj ku'Ugwrgo gpv'0

Y. **Parties**<Rw'kpv'hh'Igppkht "Y kug"cu'cp"lpf kxkf wcn'cpf "cu'Encuu'Tgr t gupv'v'kxg." cpf "F ghgpf cpw"Ur tkpi u'Ej ctvgt "Uej qqn. "kpe0"Tkxgt "Ur tkpi u'Ej ctvgt "Uej qqn" kpe0"Go r ktg"Ur tkpi u'Ej ctvgt "Uej qqn" kpe0"J ctdqt "Ur tkpi u'Ej ctvgt "Uej qqn" kpe0" Ektwu"Ur tkpi u'Ej ctvgt "Uej qqn" kpe0"Xkuc"Ur tkpi u'Ej ctvgt "Uej qqn" kpe0"cpf " Rcekhle"Ur tkpi u'Ej ctvgt "Uej qqn" kpe0"

Z. **Preliminary Approval or Preliminary Approval Order**<Vj g'Eqwtv'u'qtf gt" r tgrko kpcetknl "cr r tqxkpi "vj g'r tqr qugf "Ugwrgo gpv'0

AA. **Qualified Settlement Fund or OSF**<Vj g"Rctv'kgu" ci tgg" vj cv' vj g" I UC" ku' kpv'gpf gf "vq'dg"c"0S wcrk'kgf "Ugwrgo gpv'Hwpf 0"qt "0S UH0'w'p'gt "Ugevkqp"68: D'qh' vj g'Eqf g"cpf "Vtgcuw{ "Tgi wcr'v'kpu'E'30638: D/3."48'E'0H0'0E'3068: D/3"et seq.." cpf "y kni'dg"cf o kpv'gtgf "d{ "vj g"Ugwrgo gpv'Cf o kpv'ctvqt "cu'uwej 0'Vj g'Rctv'kgu" cpf "Ugwrgo gpv'Cf o kpv'ctvqt "uj cm'vtgcv'vj g" S UH'cu'eqo kpi "lpvq"gzkvgpeg"cu'c" S wcrk'kgf "Ugwrgo gpv'Hwpf "qp"vj g'gctn'guv'f cvg'r gto kvgf "cu'ugv'htq'v' lp'48'E'0H0'0 E'3068: D/3."cpf "uwej "grgevkqp"ucvgo gpv'uj cm'dg"cvcej gf "vq"vj g"cr r tqr tkv'g" tgwtpu'cu'tgs wktgf "d{ "rcy 0

BB. **Released Claims**<Rw'c'v'kxg'encuu'o go dgtu'y j q'f q'pqv'qr v'qww'qh'vj g'ugwrgo gpv' y knitgr'cug"cm'erclo u'ucv'gf "lp'qt'dcugf "wr qp"vj g'hcew'cmgi gf "lp'vj g'Ego r nclpv." vj g'Hktu'Co gpf gf "Ego r nclpv."vj g"Ugeqpf "Co gpf gf "Ego r nclpv."cpf "vj g"Vj kt" Co gpf gf "Ego r nclpv'htqo "Lwn{ "3."4238"vj tqwi j "vj g'f cvg'qh'r tgrko kpcet{ "eqwtv' cr r tqxcr'qh'vj g'ugwrgo gpv'0 "

CC. **Released Parties**<F ghgpf cpw" cpf " cp{ " qh' F ghgpf cpw0" tgr ge'v'kxg" qh'htgtu." f ktgevqtu."go r m{ ggu."cpf "ci gpw0"

DD. **Response Deadline**<"Uk v{ ""82+"ecrgpf ct "f c{ u'htqo "vj g"kp'kcn'o ckrkpi "qh'vj g" P qv'kg0"

EE. **Settlement Administration**<Vj g'Ugwrgo gpv'Cf o kpv'ctvqt "y kni'eqpf wev'c'unkr " v'ceg"htq"vj g'cf f tguu'qh'cm'htqto gt "go r m{ gg"Encuu'O go dgtu'0'Vj g'Ugwrgo gpv' Cf o kpv'ctvqt "y kni'o ckr'vj g'P qv'kg'd{ "htu'ercuu'WU00 ckr'v'q'cm'Encuu'O go dgtu' cv'vj g'cf f tguu'F ghgpf cpw""j cxg"qp "hkr"htq"vj qug"Encuu'O go dgtu'cpf "vq"cm' htqto gt "go r m{ gg"Encuu'O go dgtu'cv'vj g'cf f tguu'tguw'kpi "htqo "vj g'unkr "v'ceg'0' Vj g'P qv'kg"y kni'kphqto "Encuu'O go dgtu'vj cv'vj g{ "j cxg"wp'kni'vj g" Tgr qpug"

F gcf nkg'vq'gkj gt'qdlgev'vq'vj g'Ugwrgo gpv'qt'vq'qr v'qww'qh'vj g'Ugwrgo gpv'0Cp' " Eruu'O go dgt'y j q'f qgu'pqvt'gegkxg'P qv'kcg'chgt'vj g'uwr u'qwrkpgf'cdq'xg'j'cxg' dggp'vcngp'y kn'ukn'dg'dqwpf'd' 'vj g'Ugwrgo gpv'cpf lqt'lwfi o gpv'0

FF. **Settlement Administrator** <Vj g'vj kf' r ctv' cf o kpkwtcvqt' ci tggf' wr qp' d' " Rctv'ku'vq'cf o kpkwt'vj ku'Ugwrgo gpv'ku'Rj qgpkz'Ugwrgo gpv'Cf o kpkwtcvqtu0"

GG. **Settlement Class** <Cm'r gtuqpu'y j q'cr r nkgf' hqt' go r m' { o gpv'y kj 'F ghgpf cpwu' kp'Ecrkhtpke.'y gtg'r tqur gev'kxg'go r m' { ggu'qh'F ghgpf cpwu'kp'Ecrkhtpke.'cpf lqt' y j q'F ghgpf cpwu' go r m' { gf' "kp'Ecrkhtpke" cv'cp' { "vko g'dgy ggp'Lwn' "3."4238" vj tqw j 'vj g'f'cv'g'qh'Rtgrko kpc' { 'Cr r tqxcr'0'Vj g'Ugwrgo gpv'Ernu'kpenf' gu'qpn' " uwe'j "r gtuqpu'vj cv'cwpgf'gf' "qpg'qh'F ghgpf cpwu'0'or tg/go r m' { o gpv'0' o ggv'kpi u'0' \*Vj g'Ernu'y kn'pqv'kpenf' g'cp' { "r gtuqpu'y j q'r tgxkqwu' "ugwrg'qt'tgrgcugf'cp' { " qh'vj g'erko u'eqxgtgf' d' { "vj ku'Ugwrgo gpv."qt'cp' { "r gtuqpu'y j q'r tgxkqwu' "y cu' r ck'qt'tgegkxg'f'cy ctf u'vj tqw j "ekki'qt'cf o kpkwtcv'kxg'cev'kpu'hqt'vj g'erko u' eqxgtgf' d' { "vj ku'Ugwrgo gpv'0

HH. **Settlement Class Member** <Gcej' r gtuqpu' grki kdr' vq' r ctv'ek'cv'g' kp' vj ku' Ugwrgo gpv'y j q'ku'c' o go dgt'qh'vj g'Ugwrgo gpv'Ernu'cu'f'ghgpf'cdq'xg'0

II. **Superior Court** <Tkxgtukf' g'Eqwv' "Uwr gkqt'Eqw'0"

II. **RECITALS**

A. Vj g'cev'kpu' y cu' hkgf' d' { "Rckp'wh' lgppl'ht' Y kug' kp' vj g'Tkxgtukf' g'Eqwv' " Uwr gkqt'Eqw'v'qp'Lwn' "3."42420'Vj g'Eqo r rckp'v'cmgi gf'ecwug'qh'cev'kpu'qp' dgj'ch' qh' Rckp'wh' cpf' vj g'r wcv'kxg' eruu' o go dgtu' hqt' xkqrv'kpu' qh' vj g' Ecrkhtpke'Ncdq't'Eqf'g'hqt'fckwt'g'vq'r c' { "o kpk' wo "cpf'qxgt'vko g'y ci gu.'fckwt'g' vq'r tqxkf'g'ceew'cv'g'kgo k' gf' y ci g'uv'vgo gpu.'cpf'fckwt'g'vq'r c' { "hqt'cm'y ci gu' qy gf'cv'vj g'vko g'qh'v'gto kpc'v'kpu.'cpf'c'ecwug'qh'cev'kpu'r vtuwcpv'vq'Ecrkhtpke'cu' Dwukpu' ( 'Rtq'hu'kpu'Eqf'g'EE'39422."g'0ugs'0

B. Dghqt'g'F ghgpf cpwu' Cpuy gtgf' vj g'Eqo r rckp'v.'Rckp'wh'hkgf'cpf'ugt'xgf'c'f'ktuv' Co gpf'gf'Eqo r rckp'v'qp'Lwn' "38."42420'Vj g'Hktuv'Co gpf'gf'Eqo r rckp'v'cf'gf'c' ecwug'qh'cev'kpu'qp'dgj'ch'qh'Rckp'wh'cpf'ci i tkxgf'go r m' { ggu'r vtuwcpv'vq'vj g' Rtk'cv'g'Cwqtpg' { "I gpgtcm'cev'qh'4226"0RCI Cö+"uggn'kpi "ekki'r gpcn'kpu'hqt' xkqrv'kpu'qh'vj g'Ecrkhtpke'Ncdq't'Eqf'g'cmgi gf'kp'vj g'Eqo r rckp'0

C. F ghgpf cpwu' Cpuy gtgf' vj g'Hktuv'Co gpf'gf'Eqo r rckp'v'qp'Ugr vgo dgt'47."42420'kp' ku'cpuy gt'F ghgpf cpwu'ch'ko cv'kgn' f'gpk'gf' i gpgtcm' { 'cpf'ur gek'k'cm' { 'cm'erko u' tckugf'kp'vj g'eqo r rckp'0"

D. Vj g'r ctv'ku'cwpgf'gf' o gf'kcv'kpu'y kj "O lej'cgn'Nqgd."Gus'0'qh'LCO U'qp'Lwpg'; . " 42430'kp' cf'x'peg'qh' o gf'kcv'kpu'F ghgpf cpwu'r tqf'wegf' "tgeqt'f' u'vq'Rckp'wh'kp' r tgr'ctv'kpu'hqt' o gf'kcv'kpu.'kpenf'kpi <vj g'Rckp'wh' r gtuqppgn'hkg'cpf' r c' { tqm' tgeqt'f' u.'F ghgpf cpwu'0'go r m' { gg'j' cpf'dqqm'kp'gh'gev'f'v'kpi "vj g'eruu'r gkqf'."



I. **Plaintiff's Claims.** Rrckpvh "cuugt u" vj cv' F ghgpf cpwø' f ghgpugu" ctg" y kj qw' o gtk0P gkj gt "vj ku'Ci tgggo gpv'pqt"cp{"f qewo gpw'tghgttgf "vq"qt"eqpvgø r rævgf " j gtgkp. "pqt"cp{"cevkvq"vcngp"vq"ectt{"qww'vj ku'Ci tgggo gpv'ku."o c{"dg"eqputwgf " cu."qt"o c{"dg" wugf "cu"cp"cf o kuukqp. "eqpeguukqp"qt"lpf kcvkvq" d{"qt"ci ckpuv' Rrckpvh "Ugwrgo gpv'Encuu'O go dgtu."qt'Encuu'Eqwpugn'cu"vq"vj g'o gtku'qh'cp{" ercko u'qt'f ghgpugu'cuugtvgf. "qt'iceni'vj gtgqh'lp"vj g'cevkvq0J qy gxgt. "lp"vj g'gxgpv' vj cv'vj ku'Ugwrgo gpv'ku'kpcmf "cr r tqxgf "d{"vj g"Eqwv."vj g'Rrckpvh "Ugwrgo gpv' Encuu'O go dgtu."cpf "Encuu'Eqwpugn'y kn'pqv'qr r qug'F ghgpf cpwø'ghgt u"vq" wug" vj ku'Ci tgggo gpv'vq"r tqxg" vj cv' Rrckpvh"cpf "Ugwrgo gpv'Encuu'O go dgtu"j cxg" tguqkxgf "cpf "ctg"htgxtg" dcttgf "htqo "tg/rkki cvkpi "vj g'Tgrgucgf "Ercko u0" Hkpcn' cr r tqxch'qh'vj ku'Ugwrgo gpv'qr gtcvgu'cu'hwmluc'kukcekvq"qh'vj g'Tgrgucgf "Ercko u" cpf "y kn'j cxg'r tgenwukxg'ghgvcu"vq"vj qug'ercko u'lp"cp{"uwdugs wgpvr tqeggf kpi 0' "

III. **SETTLEMENT TERMS AND CONDITIONS**

A. **Gross Settlement Amount.** "Uwdlgev" vq" vj g" vgtø u" cpf " eqpf kkvpu" qh" vj ku' Ci tgggo gpv." vj g" o czko wo "I tquu"Ugwrgo gpv' Co qwpv." gzenmf kpi "cm"r c{ tqm' vzgu. "vj cv'F ghgpf cpw'ctg'qdri cvgf "vq"r c{"wpf gt"vj ku'Ugwrgo gpv'Ci tgggo gpv'ku' Hkxg'J wpf tgf "Vj kv" "Vj qwucpf "F qmctu"cpf "\ gtq' Egpw' \*8752.22202+0' "

B. **Class Certification** Uqrgn{ "hqt" vj g" r wtr qugu" qh" vj ku' Ugwrgo gpv." vj g" Rctvku" ukv wævg"cpf "ci tgg"vq"egt vkvkvq"qh'vj g'ercko u'cuugtvgf "qp"dgj ch'qh'Ugwrgo gpv' Encuu'O go dgtu'Cu'uwej. "vj g'Rctvku"ukv wævg"cpf "ci tgg"vj cv'lp"qtf gt "hqt"vj ku' Ugwrgo gpv'vq"qewt. "vj g"Eqwv'o wuv'egt vkh{ "vj g"Ugwrgo gpv'Encuu'cu'f ghkpgf "lp" vj ku'Ci tgggo gpv'0' "

C. **Conditional Nature of Stipulation for Certification.** "Vj g'Rctvku"ukv wævg"cpf " ci tgg" vq" vj g" egt vkvkvq" qh" vj g" ercko u' cuugtvgf "qp" dgj ch' qh' Rrckpvh" cpf " Ugwrgo gpv' Encuu' O go dgtu" hqt" r wtr qugu" qh" vj ku' Ugwrgo gpv' qpn{ 0' Kk' vj g' Ugwrgo gpv'f qgu'pqv'dgeqo g'ghgvcxg. "vj g'hev"vj cv'vj g'Rctvku'y gt'g'y knkpi "vq" ukv wævg"vq"egt vkvkvq"cu'r ctv'qh'vj g'Ugwrgo gpv'vj cm'pqv'dg'cf o kuukdr'qt" wugf " lp"cp{"y c{"lp"eqppgevkvq"y kj "vj g's wgvkvq"qh'y j gyj gt "vj g'Eqwv'vj qwrf "egt vkh{" cp{"ercko u'lp" c'pqp/ugwrgo gpv'eqpvz'v'lp"vj ku'cevkvq"qt"lp"cp{"qy gt"rcy ukv0'Kk' vj g' Ugwrgo gpv'f qgu"pqv'dgeqo g'ghgvcxg. "F ghgpf cpw' tguv'xg" vj g" tki j v' vq" eqpvgu'cp{"kuwgu'tgrcvkpi "vq"encuu'egt vkvkvq"cpf "rckdkv{ 0' "

D. **Appointment of Class Representative.** Uqrgn{ "hqt" vj g" r wtr qugu" qh" vj ku' Ugwrgo gpv." vj g" Rctvku" ukv wævg"cpf "ci tgg" Rrckpvh" Igpplkt "Y kug"uj cm' dg" cr r qkpvf "cu'tgr tgupvcxg'hqt"vj g'Ugwrgo gpv'Encuu'0' "

E. **Appointment of Class Counsel.** Uqrgn{ "hqt" vj g" r wtr qug"qh'vj ku'Ugwrgo gpv." vj g" Rctvku"ukv wævg"cpf "ci tgg"vj cv'vj g'Eqwv'cr r qkpv'Encuu'Eqwpugn'vq'tgr tgupv'vj g' Ugwrgo gpv'Encuu'0' "

**F. Individual Settlement Share.** "Uwdlgev"vq"vj g"vgtu u"cpf "eqpf kxqpu"qh"vj ku" Ci tggo gpv."vj g"Ugwrgo gpv"Cf o kpkutcvqt"y km'r c{"cp"kp f kxkf wcn'Ugwrgo gpv' Uj ctg'htqo "vj g'P gv'Ugwrgo gpv'Co qwpv'vq"gej "Rctvlekr cvkpi "Ercuu'O go dgt0"

**1. Calculation0'**

**a. Individual Settlement Share Calculation.** "Gcej "Rctvlekr cvkpi " Ercuu'O go dgt"y km'tgegkxg"cp"gs wcn'uj ctg"qh"vj g'P gv'Ugwrgo gpv' Co qwpv'0Vj g"xcnwg"qh"gej "Ercuu'O go dgt0"kp f kxkf wcn'Ugwrgo gpv' Uj ctg"vku"ftkgev"vq"vj g"qpg"fc{"vj g{"cwgpf gf "cp"cmgi gf "or tg/ go r m{"o gpv'o"b ggvkpi 0""

**2. Tax Withholdings.** Gcej "r wcvkxg"ercuu'o go dgt0"i tquu'ugwrgo gpv'cy ctf " y km'dg"cr r qt vqpgf "cu'hqmny u<"Vy gpv' "r gtegpv"\*42' +cu'y ci gu'cpf "Gki j v" r gtegpv": 2' +cu'kpvgt gu'cpf "r gpcnkgu'0Vj g'co qwpv'r ckf "cu'y ci gu'uj cm'dg" uwdlgev"vq"cm'vz"y kj j qrf kpi u'ewuqo ctkn' "o cf g'htqo "cp"go r m{"gg0'y ci gu" cpf "cm'qvj gt "cwj qtk gf "cpf "tgs vkt gf "y kj j qrf kpi u'cpf "uj cm'dg"tgr qtvgf "d{" "Y /4" hqto u0' Rc{o gpv' qh' cm' co qwpv" y km' dg" o cf g" uwdlgev" vq" dcnwv " y kj j qrf kpi "wpruu'c" f wv "gzgewgf "Y /; "hqto "ku'tgegkxg" htqo "vj g'r c{"gg"u+0' Vj g'co qwpv'r ckf "cu'r gpcnkgu'cpf "kpvgt gu'uj cm'dg"uwdlgev"vq"cm'cwj qtk gf " cpf "tgs vkt gf " y kj j qrf kpi u" qvj gt " vj cp" vj g" vcz" y kj j qrf kpi u" ewuqo ctkn' " o cf g"htqo "go r m{"gg0'y ci gu'cpf "uj cm'dg"tgr qtvgf "d{" "KU"32; ; "hqto u0' Qpn{"vj g"go r m{"gg"uj ctg"qh'r c{"tqm'vz"y kj j qrf kpi u"uj cm'dg"vngp"htqo " gcej "Ercuu'O go dgt0"kp f kxkf wcn'Ugwrgo gpv'Uj ctg0"

**G. Constituents of GSA Disbursement.** "Uwdlgev"vq"vj g"vgtu u"cpf "eqpf kxqpu"qh"vj ku" Ci tggo gpv."vj g"Ugwrgo gpv"Cf o kpkutcvqt"uj cm'f kudwtug"vj g'I UC"cu'f ktevgevf "rcvgt" qp"j gtgkpv"vq"vj g'hqmny kpi <

**1. To the Named Plaintiff:** "kp"cf f kxkp"vq"j gt "kp f kxkf wcn'Ugwrgo gpv'Uj ctg." cpf "uwdlgev"vq"vj g'Eqwtv"cr r tqxcn"vj g'pco gf "Rrcpkvhh "Igpplhgt"Y kug. "y km' tgegkxg"vr "vq"Hkxg"Vj qwucpf "cpf "\ gtq"Eqpw"\*&7.222022+"kp"eqpukf gtcvqp" hqt"r tqxf kpi "F ghgpf cpw"ci" I gpgtcn'Tgrgcug."c"tgrgcug"vj cv'ku'dtqcf gt"vj cp" vj g" erko u" tgrgcugf " d{" " Rctvlekr cvkpi " Ercuu" O go dgtu0' Vj g" Ugwrgo gpv' Cf o kpkutcvqt" y km' r c{" " vj g" Ercuu" Tgrtgugpvcvkg" Gpj cpego gpvll gpgtcn' Tgrgcug" Rc{o gpv' qw" qh" vj g" S wcn'kkgf " Ugwrgo gpv' Hwpf 0' Rc{tqm' vcz" y kj j qrf kpi u" cpf " f gf wcvkpu" y km' pqv' dg" vngp" htqo " vj g" Ercuu" Tgrtgugpvcvkg'I gpgtcn'Tgrgcug'Rc{o gpv'0Cp'KU"UHQto "32; ; "y km'dg"kuwgf " vq"vj g'Rrcpkvhh"y kj "tgr gev"vq"j gt "I gpgtcn'Tgrgcug'Rc{o gpv'0"

**2. To Class Counsel.** "Ercuu" Eqwpugn' y km' cr r n{" " vq" vj g" Eqwtv" hqt." cpf " F ghgpf cpw"ci tgg"pqv"vq"qr r qug."c"vqvcn'Cwqtpg{"Hgg"Cy ctf "pqv"vq"gzeggf " qpg/vj kf "315"qt"&398.888089+qh"vj g'I UC"cpf "c"Eqv'Cy ctf "pqv"vq"gzeggf " Hkxggp"Vj qwucpf "F qmctu"\*&37.222022+0'Vj g"Ugwrgo gpv' Cf o kpkutcvqt"y km' r c{" " vj g"eqwtv"cr r tqxgf "co qwpv" hqt" vj g" Cwqtpg{"Hgg"Cy ctf "cpf "Eqv' Cy ctf "qw"qh"vj g" I tquu'Ugwrgo gpv'Hwpf 0'Vj g"Ugwrgo gpv' Cf o kpkutcvqt"



o c { ' r w e j c u g ' c p ' c p p w k v { ' v q ' w k r k g ' W U ' t g c u w t l g u ' c p f ' d q p f u ' q t ' l v j g t ' c w a t p g { " h g g " f g h g t t c n ' x g j l e r g u " h q t " E r c u u " E q w p u g n 0 " R c { t q m ' v z " y k j j q r f l p i " c p f " f g f w e k q p u " y k n i ' p q v ' d g " v c n g p " I t q o " v j g " C w a t p g { " H g g " C y c t f " q t " v j g " E q u v " C y c t f 0 K T U " H q t o u ' 3 2 ; ; ' y k n i ' d g ' k u w g f ' v q ' E r c u u ' E q w p u g n ' y k j ' t g u r g e v ' v q ' v j g " C w a t p g { " H g g " C y c t f 0 K p ' v j g " g x g p v ' v j g " E q w t v f q g u ' p q v ' c r r t q x g ' v j g " g p v k t g v { " q h " v j g " c r r r e c v k q p " h q t " v j g " C w a t p g { " H g g " C y c t f " c p f l q t " E q u v " C y c t f . " v j g " U g w r g o g p v ' C f o l p k u t c v q t ' u j c m i r c { ' y j c v x g t ' c o q w p v ' v j g " E q w t v ' c y c t f u . " c p f " p g k j g t " F g h g p f c p w u ' p q t " v j g " U g w r g o g p v ' C f o l p k u t c v q t ' u j c m i ' d g ' t g u r q p u k d r g " h q t " r c { l p i " v j g " f k h g t g p e g " d g w y g g p " v j g " c o q w p v ' t g s w g u v g f " c p f " v j g " c o q w p v ' c y c t f g f 0 K i ' v j g " c o q w p v ' c y c t f g f ' k u ' r g u u ' v j c p ' v j g " c o q w p v ' t g s w g u v g f " d { ' E r c u u " E q w p u g n h q t ' v j g " C w a t p g { " H g g " C y c t f " c p f l q t " E q u v " C y c t f . " v j g " f k h g t g p e g ' u j c m i ' d g e q o g " r c t v ' q h " v j g " P U C " c p f " d g " c x k r c d r g " h q t " f k u t k d w k q p " v q " R c t v e k r c v k p i " E r c u u ' O g o d g t u 0

**3. To the Responsible Tax Authorities.** "Vj g"Ugwrgo gpv' Cfo lpkutcvqt'y kni' r c { " v j g " c o q w p v ' q h " v j g " R c t v e k r c v k p i " E r c u u " O g o d g t u 0 ' r q t v k q p " q h ' p q t o c n i ' r c { t q m ' y k j j q r f l p i " v z g u ' q w ' q h ' g c e j ' r g t u q p a u ' k p f k x k f w c n ' U g w r g o g p v ' U j c t g 0 V q " v j g " T g u r q p u k d r g " V c z " C w j q t k k g u 0 ' F g h g p f c p w u ' y k n i ' r c { " v j g k t " r q t v k q p " q h " r c { t q m ' v z g u ' c u " v j g " E r c u u " O g o d g t u 0 ' e w t t g p v ' q t " h q t o g t " g o r m { g t " u g r c t e v g " c p f " l p " c f f k k q p " v q " v j g " I U C " k p e n w f l p i " v j g " g o r m { g t a u ' r c { o g p v ' q h ' c r r r e c d r g " H K E C . " H W C . " c p f " U W K e q p v k d w k q p u . " g w e 0 " v q " v j g " c r r t q r t k e v g " m e c n " u n c v g . " c p f " h g f g t c n ' v z l p i " c w j q t k k g u 0 ' V j g " U g w r g o g p v ' C f o l p k u t c v q t ' y k n i ' e c r e w r e v g " v j g " c o q w p v ' q h ' v j g " R c t v e k r c v k p i " E r c u u " O g o d g t u 0 ' c p f " F g h g p f c p w u ' r q t v k q p " q h " r c { t q m ' y k j j q r f l p i " v z g u " c p f " h q t y c t f " v j q u g " c o q w p w u " v q " F g h g p f c p w u " h q t " r c { o g p v 0 "

**4. To the Settlement Administrator.** "Vj g"Ugwrgo gpv' Cfo lpkutcvqt'y kni' r c { " v q " k u g h ' C f o l p k u t c v k q p " E q u u " t g c u q p c d r g " h g g u " c p f " g z r g p u g u + " c r r t q x g f " d { " v j g " E q w t v ' p q v ' v q " g z e g g f " & 3 2 . 2 2 2 0 ' V j k u " y k n i ' d g " r c k f " q w w ' q h " v j g " I t q u u " U g w r g o g p v ' C o q w p v 0 ' K i ' v j g " c e w c n ' c o q w p v ' q h " C f o l p k u t c v k q p " E q u u " k u ' r g u u " v j c p " v j g " c o q w p v ' g u k o c v g f " c p f l q t " t g s w g u v g f . " v j g " f k h g t g p e g " u j c m i ' d g e q o g " r c t v ' q h " v j g " P U C " c p f " d g " c x k r c d r g " h q t " f k u t k d w k q p " v q " R c t v e k r c v k p i " E r c u u " O g o d g t u 0

**5. To the LWDA.** Vj g"Ugwrgo gpv' Cfo lpkutcvqt'y kni' c m j e c v g " H q w " V j q w c p f " F q m t u " c p f " \ g t q " E g p w " \* & 6 . 2 2 2 0 2 + " q h " v j g " I t q u u " U g w r g o g p v ' C o q w p v ' v q " u c v k u h { " v j g " R C I C " r g p e n k g u " e r c k o " c u " c m g i g f " l p " v j g " H k t u v " C o g p f g f " E q o r r e l p v 0 ' U g x g p v { / h x g ' r g t e g p v \* 9 7 ' " q t " & 5 . 2 2 2 0 2 + " q h " v j g " R C I C " R c { o g p v ' u j c m i ' d g ' r c k f " v q " v j g " N Y F C . " c p f " v y g p v { / h x g ' r g t e g p v \* 4 7 ' " q t " & 3 . 2 2 2 0 2 + " q h " v j g " R C I C " R c { o g p v ' u j c m i ' d g ' r c t v ' q h " v j g " P g v ' U g w r g o g p v ' C o q w p v ' f k u t k d w g f " v q " R c t v e k r c v k p i " E r c u u " O g o d g t u 0

**6. To Participating Class Members.** Vj g"Ugwrgo gpv' Cfo lpkutcvqt'y kni' r c { " R c t v e k r c v k p i " E r c u u " O g o d g t u " c e e q t f l p i " v q " v j g " k p f k x k f w c n ' U g w r g o g p v ' U j c t g " e c r e w r e v k q p u " u g v ' h q t v j " c d q x g 0 ' C m i r c { o g p v u " v q " R c t v e k r c v k p i " E r c u u " O g o d g t u " u j c m i ' d g " o c f g " I t q o " v j g " S w c r k k g f " U g w r g o g p v ' H w p f 0

**H. Appointment of Settlement Administrator.** Uqrgn{ "hqt" vj g" r wtr qugu" qh" vj ku" Ugwrgo gpv."vj g"Rctvku'unkr wrcvg"cpf "ci tgg"vj cv'Rj qgpzk "Ugwrgo gpv'cf o kpkntcvqtu" uj cm'dg"tgvckpgf "vq"ugtxg"cu"Ugwrgo gpv'cf o kpkntcvqt0'Vj g"Rctvku"gecj "tgr tgu'gpv" vj cv'vj g{ "f q"pqv"j cxg"cp{ "hpcpekcn'kpvgtguv'kp'Rj qgpzk "Ugwrgo gpv'cf o kpkntcvqtu" qt"qvj gty kug"j cxg"tgrvckpuj kr 'y kj 'Rj qgpzk 'Ugwrgo gpv'cf o kpkntcvqtu'vj cv'eqwrf " etgcvg"t'eqphkv'qh'kpvgtgu0' "

**I. Duties of the Settlement Administrator.**"Vj g"Ugwrgo gpv'cf o kpkntcvqt"uj cm'dg" tgr qpukdrg"hqt"r tgr ct'kpi . 'r t'k'kpi . "cpf "o c'k'kpi "vj g"p'q'v'eg"vq"vj g"Ugwrgo gpv'ercuu" O go dgtu="hgrg' kpi "t'c'em'q'h'cp{ 'q'dl'ge'v'k'pu'qt"tgs wguu'hqt'gzenwukqp'htqo "Ugwrgo gpv' ercuu"O go dgtu="r gthqto kpi "unkr "tcegu"cpf "tgo c'k'kpi "p'q'v'egu"cpf "k'f'k'k'f'wcn' Ugwrgo gpv'Uj ctgu"vq"Ugwrgo gpv'ercuu"O go dgtu="ecrewrckpi "cp{ "cpf "cm'r c{ tqm'vcz" f gf wv'k'pu" cu" tgs wktgf " d{ "rcy = ecrcwrckpi "gecj "Ugwrgo gpv' ercuu" O go dgtu=" k'f'k'k'f'wcn' Ugwrgo gpv' Uj ctgu=" r tqxkf kpi " y ggm{ "ucwuu" tgr qtwa" vq" F ghgpf cpwv' Eqwpugn'cpf "ercuu"Eqwpugn"y j kej "ku"vq"kp'ewf'g"wr f cvgu"qp"cp{ "q'dl'ge'v'k'pu"qt" tgs wguu'hqt'gzenwukqp"vj cv'j cxg'dggp'tgegkxgf "r tqxkf kpi "F ghgpf cpwv'Eqwpugn'cpf " ercuu"Eqwpugn'y kj "c'ugwrgo gpv'ko gr'kg'q'h'gx'gpv"0'0'g'zr ge'vgf "f cvgu'hqt'tgegkxkpi " ercuu"fcv."pq'v'eg"o c'k'kpi . "tgr qpug"f gcf r'kgp. "hwpf kpi "qh'ugwrgo gpv."f kudwtugo gpv' qh'ugwrgo gpv."wpecuj gf "ej gen'g'zr k'c'v'k'p"f cvg. "cpf "f gr quk'q'h'wpecuj gf "hwpf u"vq"vj g" ucvg"Ng' cn'ckf "cv"Y qtm="r tqxkf kpi "wr f cvgu"vq"F ghgpf cpwv'Eqwpugn'cpf "ercuu" Eqwpugn'tgi ctf kpi "vj g"hwpf kpi "cpf "f kudwtugo gpv'qh"vj g"i UC="r tqxkf kpi "c"fwg" f k'k'i gpeg" f ger'c'v'k'p"hqt" uwo ku'k'q" vq"vj g"Eqwv' r tkqt" vq"vj g" H'pcn' Cr r tqxcn' j gctkpi =o c'k'kpi "k'f'k'k'f'wcn' Ugwrgo gpv'Uj ctgu"vq"Ret'v'ekr cvkpi "ercuu"O go dgtu=" ecrcwrckpi "cpf "o c'k'kpi "vj g"RCI C" Rc{o gpv' vq"vj g"NY FC="f k'v'k'w'k'p" "vj g" Cwqtpg{"Hgg"Cy ctf "cpf "Eqwv'Cy ctf "vq"ercuu"Eqwpugn="r t'k'p'k'p" "cpf "r tqxkf kpi " ercuu"O go dgtu"cpf "R'v'k'p'v'h'h'y kj "Y /4u"cpf "32; ; "hqtu u"cu"tgs wktgf "w'p'f'g"vj ku" Ci tgggo gpv" cpf " cr r r'ecdr'g" rcy = r tqxkf kpi " c" f w'g" f k'k'i gpeg" f ger'c'v'k'p" hqt" uwo ku'k'q"vq"vj g"Uw' g'k'k'q't'Eqwv'w'q'p'vj g'eqo r ng'v'k'p'q'h'vj g"Ugwrgo gpv="r tqxkf kpi " cp{ "hwpf u"tgo c'k'k'p" "k'p"vj g"S UH'cu"t'g'u'w'u'q'h'wpecuj gf "ej gemu"vq"Ng' cn'ckf "cv" Y qtm="cpf "hqt"uwej "qvj g't'c'u'm'cu'vj g"Rct'v'ku'o w'w'c'm{ "ci tgg0" "

**J. Procedure for Approving Settlement."**

**1. Discovery Stay Pending Approval of the Settlement.**

- a. Vq"ghgewcvg"vj g"vgtu u"qh"vj g"Ugwrgo gpv."vj g"Rctvku"ci tgg"cm' hqtu cn'cpf "kphqtu cn'f k'ueq'x'g{ "cpf "qvj g"r tqeggf kpi u"uj cm'dg" uc{ gf "r gp'f kpi "Eqwv'cr r tqxcn'qh'vj g"Ugwrgo gpv'ercuu"Eqwpugn' hwt'v'g"ci tgg"p'q'v"vq"kp'k'v'g"eqo o w'p'k'c'v'k'p" \*q't'cn'cpf "y tkw'p+" y kj "vj g"t'gr'c'ug'f "Rct'v'ku"ew't'gpv'go r m{ ggu'r gp'f kpi "vj g"Eqwv'u" r tgrko k'p'c{ "cr r tqxcn'qh'vj g"Ugwrgo gpv0

**2. Motion for Preliminary Approval and Conditional Certification.**





c. **Returned Notices and Re-mailing Efforts.** Kic'Ernuu'P qvleg'ku' tgwtpgf 'dgecwug'qh'cp'kpeqttgevc'f f tguu.'y kj kp'vj tgg'\*5+'dwukp'guu' f c{u' htqo " tgegrv' qh' vj g' tgwtpgf " P qvleg." vj g' Ugwrgo gpv' Cfo kpkutcvqt'y km'eqpf wevc'ugctej 'hqt'c'o qtg'ewttgpvc'f f tguu'hqt' vj g' Ernuu' O go dgt' cpf "tg/o ckl' vj g' Ernuu' P qvleg' vq' vj g' Ernuu' O go dgt' Vj g' Ugwrgo gpv' Cfo kpkutcvqt' y km' wug' vj g' P cvkqpcn' Ej cpi g'qh'Cf f tguu'F cvdcug'cpf 'unkr 'v'cegu'vq'cwgo r v'vq' h'kp' vj g' ewttgpvc'f f tguu'Vj g'Ugwrgo gpv'Cfo kpkutcvqt'y km'dg'tgur qpukdrg' hqt'vcnkpi "tgcupcdrg'uvgr u'vq'v'ceg'vj g'o cklpi "cf f tguu'qh'cp{ " Ernuu'O go dgt'hqt'y j qo 'c'Ernuu'P qvleg'ku'tgwtpgf 'd{ 'WUORqucn' Ugtxleg'cu'wpf grkxgtcdrg'Vj g'ug'tgcupcdrg'uvgr u'uj cml'penwf g.'cv' c"o kpkwo ." vj g' v'cencpi " qh' cm' wpf grkxgtgf " o ckl' r gthqto kpi " cf f tguu' ugctej gu' hqt' cm' o ckl' tgwtpgf " y kj qw' c' hqty ctf kpi " cf f tguu'="cpf "r tqo r vq' "tg/o cklpi "vq'Ernuu'O go dgtu'hqt'y j qo " pgy "cf f tguu'ctg'hqwpf'Vj g'Ugwrgo gpv'Cfo kpkutcvqt'ku'wpcdrg' vq'mqecv'c'dgwgt'cf f tguu.'vj g'Ernuu'P qvleg'uj cml'dg'tg/o ckr'gf "vq' vj g' qtki kpcn' cf f tguu' " Kic' vj g' Ernuu' P qvleg' ku' tg/o ckr'gf ." vj g' Ugwrgo gpv'Cfo kpkutcvqt'y km'p'q'v'hqt'ku'qy p'tgeqtf u'vj g'f'cv'g'cpf " cf f tguu'qh'gcej "tg/o cklpi 0

d. **Weekly Status Reports.** Vj g' Ugwrgo gpv' Cfo kpkutcvqt' uj cml' r tqxkf g'c'y ggm' 'ucwu'tgr qt'v'vq'vj g' Rct'vku'OCu'r ct'v'qh'ku'y ggm' " ucwu' tgr qt'v." vj g' Ugwrgo gpv' Cfo kpkutcvqt' y km' kphqto " Ernuu' Eqwpugn' cpf " F gh'gpf cpw' Eqwpugn' qh' vj g' pwo dgt' qh' P qvlegu' o ckr'gf ." vj g' pwo dgt' qh' P qvlegu' tgwtpgf " cu' wpf grkxgtcdrg. " vj g' pwo dgt' qh' P qvlegu' tg/o ckr'gf ." cpf "vj g' pwo dgt' qh' tgs wguu' hqt' gzenwukp'qt'qdlge'v'kpu'tge'gk'gf 0

e. **Response Deadline.** Vj g' Ugwrgo gpv' Ernuu' O go dgtu' y km' j cxg' Ukz'v' '\*82+'f c{u'htqo 'vj g'f'cv'g'qh'vj g'o cklpi 'kp'y j lej 'vq'qdlgev'vq' vj g' Ugwrgo gpv' qt' vq' r quvo ctm' tgs wguu' hqt' gzenwukp' htqo " vj g' Ugwrgo gpv' 0

f. **Settlement Administrator's Declaration.** P q'rcvgt'vj cp'ugxgp'\*9+' ecr'gpf ct' f c{u' ch'gt' vj g' Tgur qpug' F gcf r'kpg. " vj g' Ugwrgo gpv' Cfo kpkutcvqt' y km' ugt'xg' qp' vj g' Rct'vku' c' f ger'cvkqp' qh' f wg' f kki gpeg'ug'v'kpi "hqt'vj "ku'eqo r r'kpeg'y kj "ku'qdrki cv'kpu'wpf gt' vj ku'Ci tgggo gpv.'kpenwf kpi "vj g'pwo dgt'qh'tgs wguu' hqt' gzenwukp' cpf 'qdlge'v'kpu'tge'gk'gf . 'vj g'g'v'uko cv'gf 'cxgtci g'cpf 'j ki j 'k'f k'k'f wcn' Ugwrgo gpv'Uj ctgu'vq'Rct'v'k'cv'kpi 'Ernuu'O go dgtu.'cu'y gmi'cu'cp{ " qv'gt' " cf f k'k'qpcn' kphqto cv'kqp' tgs wguv'g' " d{ " vj g' Rct'vku' Vj g' f ger'cvkqp'htqo "vj g'Ugwrgo gpv'Cfo kpkutcvqt'uj cml'cnu'q'dg'h'kr'gf " y kj "vj g'Eqwt'v'd{ "Ernuu'Eqwpugn'pq'rcvgt'vj cp'v'gp'\*32+'ecr'gpf ct' f c{u'dgh'gt'vj g'H'kpcn'Cr r tqxcn'j gct'kpi 0Dgh'gt'vj g'H'kpcn'Cr r tqxcn' j gct'kpi ." vj g' Ugwrgo gpv' Cfo kpkutcvqt' y km' uwr r rgo gpv' ku'



f qgu"pqv"eqo r rvg"cpf "o ckn'c"vo gnf "tgs wguv"ht "gzenwukqp"y kni' cwqo cvecmf " dg" kpenmf gf " kp" vj g" Ugwrgo gpv." y kni' tgegkxg" cp" kpf kxf wcn' Ugwrgo gpv' Uj ctg." cpf " dg" dqwpf " d{ " cni' vgtu u" cpf " eqpf kqpu"qh'vj g"Ugwrgo gpv."kh'vj g"Ugwrgo gpv'ku'cr r tqxgf "d{ "vj g" Eqwtv."cpf "d{ "vj g"uwdugs wgpv'lwfi o gpv."tgi ctf rguu"qh'y j gvj gt"j g" qt'uj g"j cu'qdlgevdf "vq'vj g"Ugwrgo gpv

**b. Report.** "P q'rcvt"vj cp'ugxgp "9+"ecrgpf ct'f c{ u'chngt "vj g"Tur qpug" F gcf rkg. "vj g"Ugwrgo gpv' Cf o kpkutcvqt "y kni' r tqxkf g"vj g"Rctvku" y kj "c'eqo r rvg"cpf "ceewtcvg'ceeqpvpki "qh'vj g'pwo dgt"qh'P qvlegu" o ckrgf " vq" Ugwrgo gpv' Ernuu" O go dgtu. "vj g" pwo dgt" qh' P qvlegu" tgwtpgf "cu" wpf grkxgtcdrg. "vj g" pwo dgt" qh' P qvlegu" t/g/ o ckrgf "vq" Ugwrgo gpv' Ernuu" O go dgtu. "vj g" pwo dgt" qh' t/g/ o ckrgf " P qvlegu" tgwtpgf " cu" wpf grkxgtcdrg. "vj g" pwo dgt" qh' Ugwrgo gpv' Ernuu" O go dgtu" y j q" qdlgevdf " vq" vj g" Ugwrgo gpv' cpf " eqr kgu" qh' vj gkt" uwdv kwgf "qdlgevqpu."vj g" pwo dgt" qh' Ugwrgo gpv' Ernuu" O go dgtu" y j q" tgwtpgf " xckf " tgs wguv" ht " gzenwukqp. " cpf " vj g" pwo dgt" qh' Ugwrgo gpv' Ernuu" O go dgtu" y j q" tgwtpgf " kpxckf " tgs wguv" ht " gzenwukqp" Vj ku' tgr qt' v' ecp" dg" kp" vj g" ht o " qh' c" f gerctvku" d{ " vj g" Ugwrgo gpv' Cf o kpkutcvqt " vq" dg" hrgf " y kj " Rckpvhhu" o qvku" ht " hpcn' cr r tqxci

**6. No Solicitation of Objection or Requests for Exclusion.** P gkj gt " vj g" Rctvku" pqt " vj gkt " tgr gevxg" eqwpugn' y kni' uqnek' qt " qvj gty ku" gpeqwtci g" f ktgevf " qt' kpf ktgevf " cp{ " Ernuu" O go dgt " vq" qdlgev' vq' vj g" Ugwrgo gpv. " tgs wguv" gzenwukqp" ht qo " vj g" Ugwrgo gpv. " qt' cr r gcn' ht qo " vj g" Lwf i o gpv

**7. Defendants' Option to Void Settlement.** F ghgpf cpw" o c{ " xqkf " vj g" Ugwrgo gpv' kh' vj g" pwo dgt" qh' tgs wguv" ht " gzenwukqp" gzeeggf u" vgp" r gtegpv' \*32' + " qh' vj g" Ugwrgo gpv' Ernuu" J qy gxgt. " F ghgpf cpw' u' j cni' pqv' dg' tgs wktgf " vq" xqkf " vj g" Ugwrgo gpv' F ghgpf cpw' ci tgg" vq" pqvkh' " Ernuu" Eqwpugn' qh' cp{ " uvej " f gekukp" pq" rvt " vj cp" hqwtvggp" \*36+" ecrgpf ct' f c{ u' hqmqy kpi " vj g" Tur qpug' F gcf rkg

**8. Motion for Final Approval.**

**a. Motion Drafting and Filing.** Ernuu" Eqwpugn' y kni' f tchn' cpf " hrg" wpr r qugf " o qvku" cpf " o go qtcpf wo u" kp" uwr r qt v' vj g' tgh' ht " Hpcn' Cr r tqxci' qh' vj g" Ugwrgo gpv' cpf " vj g" hqmqy kpi " r c{ o gpw' kp" ceeqtf " y kj " vj g" vgtu u" qh' vj g" Ugwrgo gpv' \*3+ " vj g" Cwqtpg{ " Hgg" Cy ctf = \*4+ " vj g" Equv' Cy ctf = \*5+ " Cf o kpkutcvkxg" Equu = \*6+ " vj g" Ernuu" Tgr tguv' v' kxg" I gpgetn' Tgrcug" Rc{ o gpv' cpf " \*7+ " RCI C" Rc{ o gpv' Ernuu" Eqwpugn' y kni' cnuq" o qxg" vj g" Eqwtv' ht " cp" qtf gt " qh' Hpcn' Cr r tqxci' " cpf " cuuqekvdf " gpt{ " qh' Lwf i o gpv' + tgrcukpi " cpf " dcttkpi " cp{ " Tgrcugf " Erko u' qh' vj g" Ernuu" O go dgtu" y j q' f " pqv' qr v' qw' qh' vj g" Ugwrgo gpv

**b. Final Approval Not Granted.** K'i'v' g'Eqwv'f qgu'pqv'i tcv'Hp'cn' Cr r tqx'cn'q'h'v' g'Ugw'go gpv.'qt'kh'v' g'Eqw'v'f qgu'pqv'i tcv'Hp'cn' Cr r tqx'cn'q'h'v' g'Ugw'go gpv' ku' t'gx'gtugf." xcec'v'g'f." qt" o cv'gt'k'cn'f " o qf'k'k'g'f " qp" cr r g'm'v'g't'g'x'k'g'y . 'v'j gp'v'j ku'Ugw'go gpv'y k'm'd'geqo g'p'w'm'c'p'f "x'q'k'f' O' K'i'v' cv'q'ee'w'tu."v'j g'R'ct'v'k'u'y k'm'j c'x'g'p'q' h'w'v'j g't'q'd'riki c'v'k'q'p'u'w'p'f g't' v'j g'Ugw'go gpv.'k'p'e'n'f' k'p'i "cp{ "q'd'riki c'v'k'q'p'd{ "F' g'h'g'p'f c'p'u'v'q'r'c{ "v'j g' I' t'q'u'u'Ugw'go gpv'Co q'w'p'v'q't"cp{ "co q'w'p'u'v'j cv'q'v'j g't'y k'ug'y q'w'f " j' c'x'g'd'g'g'p'q'y g'f "w'p'f g't'v'j ku'Ci t'g'g'o gpv'0' h'w'v'j g't."uj q'w'f "v'j ku'q'ee'w't." v'j g' R'ct'v'k'u" ci t'g'g' " v'j g{ " u'j c'm' d'g" g's'w'e'm'f " t'g'u'r q'p'u'k'd'r'g" h'q't " v'j g' Ugw'go gpv' C'f' o k'p'k'u't'c'v'q't'au' C'f' o k'p'k'u't'c'v'k'q'p' E'q'u'u'v' j' t'q'w'i j " v'j cv' f'c'v'g'0' C'p' "c'y c't'f "d{ "v'j g'Eqw'v'q'h'c' "r'g'u'g't' "co q'w'p'v'j c'p' "u'q'w'i j' v'd{ " R'c'k'p'v'k'h'c'p'f "E'r'c'u'u' "E'q'w'p'u'g'n' h'q't "v'j g' "E'r'c'u'u' "T'g'r' t'g'u'g'p'v'c'x'g' "I' g'p'g't'c'n' T'g'r'g'c'ug' "R'c{ o gpv. "C'w'q't'p'g{ "H'g'g' "C'y c't'f . "qt' "E'q'u'v' "C'y c't'f . "y k'm'p'q'v' e'q'p'u'k'w'w'g" c" o cv'gt'k'cn' o qf' k'h'c'v'k'q'p" v'q" v'j g' "Ugw'go gpv' y k'j k'p" v'j g' o g'c'p'k'p'i "q'h'v'j ku'r' c't'c'i t'c'r' j' 0

**c. Final Approval Order and Judgment.** W'r' q'p' "H'p'c'n' Cr r tqx'cn'q'h' v'j g'Ugw'go gpv.'v'j g'R'ct'v'k'u'uj c'm'r' t'g'u'g'p'v'v'q"v'j g'Eqw'v'c'r' t'q'r' q'ug'f " H'p'c'n' Cr r tqx'cn'Q't'f g't." cr r t'q'x'k'p'i "q'h'v'j g'Ugw'go gpv'c'p'f "g'p'v'g't'k'p'i " L'w'f' i' o gpv'k'p' "c'ee'q't'f c'p'eg"v'j g't'g'y k'j' 0' C'h'g't' "g'p'v' { "q'h' "L'w'f' i' o gpv.'v'j g' Eqw'v' u'j c'm' j' c'x'g' e'q'p'v'k'p'k'p'i " l'w't'k'uf' k'v'k'q'p" q'x'g't " v'j g' C'ev'k'q'p" h'q't " r'w'r' q'ug'u" q'h'c' \*3+ " g'p'h'q't'ek'p'i " v'j ku' Ugw'go gpv' Ci t'g'g'o gpv' " \*4+ c'f' f' t'g'u'k'p'i "u'g'w'go gpv'c'f' o k'p'k'u't'c'v'k'q'p" o c'w'g'tu." c'p'f " \*5+ "c'f' f' t'g'u'k'p'i " u'w'ej "r' q'u'v' "L'w'f' i' o gpv' o c'w'g'tu" cu' o c{ "d'g" cr r t'q'r' t'k'c'v'g" w'p'f g't "Eqw'v' t'w'g'u" c'p'f "cr r r'ec'd'r'g' "r'ey 0' R't'k'q't' "v'q' "h'k'k'p'i "v'j g' "H'p'c'n' Cr r tqx'cn'Q't'f g't" c'p'f "L'w'f' i' o gpv. "E'r'c'u'u' "E'q'w'p'u'g'n' y k'm' 'e'k't'ew'r'v'g" "k'v'q' "F' g'h'g'p'f c'p'u' "h'q't" t'g'x'k'g'y "c'p'f "cr r tqx'cn'0

**9. Waiver of Right to Appeal.** R't'q'x'k'f' g'f "v'j cv'v'j g' "L'w'f' i' o gpv'ku' "e'q'p'u'k'v'g'p'v'y k'j " v'j g'v'g'to u' "c'p'f "e'q'p'f k'k'q'p'u'q'h'v'j ku'Ci t'g'g'o gpv.'k'h' "Ugw'go gpv' "E'r'c'u'u' "O' go d'g'tu" f'q'p'q'v'k'o g'n'f "q'd'l'g'e'v'v'q"v'j g'Ugw'go gpv.'v'j gp'v'j g'R'ct'v'k'u'c'p'f "v'j g'k' "t'g'u'r g'e'v'k'g'g' e'q'w'p'u'g'n' y c'k'x'g' "c'p{ "c'p'f "c'm' "t'k'i j' w'v'q" cr r g'c'n' "h't'q'o "v'j g' "L'w'f' i' o gpv.'k'p'e'n'f' k'p'i . " d'w'p'q'v' "h'o k'g'f "v'q. "c'm' "t'k'i j' w'v'q" c'p{ "r' q'u'v' "L'w'f' i' o gpv' r' t'q'eg'g'f' k'p'i "c'p'f "cr r g'm'v'g' r' t'q'eg'g'f' k'p'i . "u'w'ej "cu" c" o q'v'k'q'p" v'q" x'c'c'v'g' "qt" "u'g'v' "c'u'k'f' g' "L'w'f' i' o gpv.'c'p'f "c'p{ " g'z'v'c'q't'f' k'p'c't{ "y t'k'v' "c'p'f "v'j g' "L'w'f' i' o gpv' y k'm' 'd'g'eqo g' "p'q'p' / cr r g'c'r'd'r'g" cv'v'j g' "v'k'o g' "k'v'ku' "g'p'v'g't'g'f' 0' V'j g' y c'k'x'g't' "q'h' cr r g'c'n'f' q'gu'p'q'v' "k'p'e'n'f' g' "c'p{ "y c'k'x'g't' "q'h'v'j g' t'k'i j' v' "v'q" q'r' r' q'ug" c'p{ " cr r g'c'n' " cr r g'm'v'g' " r' t'q'eg'g'f' k'p'i . " qt" r' q'u'v' "L'w'f' i' o gpv' r' t'q'eg'g'f' k'p'i 0

**10. Vacating, Reversing, or Modifying Judgment on Appeal.** K'i' "c'h'g't" c" p'q'v'k'g' "q'h' cr r g'c'n' "v'j g' "t'g'x'k'g'y k'p'i "e'q'w'v' "x'c'c'v'g'u" t'g'x'g't'ug'u" qt" o qf' k'h'g'u' "v'j g' "L'w'f' i' o gpv' u'w'ej "v'j cv'v'j g't'g' "ku'c" o cv'gt'k'cn' o qf' k'h'c'v'k'q'p" v'q" v'j g' "Ugw'go gpv.'c'p'f " v'j cv' "e'q'w'v' "f' g'e'k'k'q'p" "ku'p'q'v' "e'q'o r' "g'v'g'n'f' "t'g'x'g't'ug'f" "c'p'f "v'j g' "L'w'f' i' o gpv'ku' "p'q'v' h'w'm'f' "c'h'k'to g'f' "q'p' "t'g'x'k'g'y "d{ "c'j' k'i j' g't' "e'q'w'v' "v'j gp'v'j ku'Ugw'go gpv'y k'm'd'geqo g' p'w'm'c'p'f "x'q'k'f' "c'p'f "v'j g'R'ct'v'k'u'y k'm'j c'x'g'p'q' h'w'v'j g't' "q'd'riki c'v'k'q'p'u'w'p'f g't' "k'0' C"



o cvgtkcn'o qf hkecvkqp"y qwf "lpenwf g."dw'pqv'pgeguuctkn{ "dg'iko kgf "vq."cp{ "cngtcvkqp"qh'vj g'I tquu"Ugwrgo gpv'Co qwpv."cp"cngtcvkqp"kp"vj g'ecrewcvkqp" qh'vj g"P gv'Ugwrgo gpv'Co qwpv."cpf "cp{ "ej cpi g"vq"vj g'ecrewcvkqp"qh'vj g" kpf kxkf wcn'Ugwrgo gpv'Uj ctg0

**11. Disbursement of Settlement Shares and Payments.** "Uwdlgev"vq"vj g'Eqwtv' hpcmf " cr r tqxkpi " vj g" Ugwrgo gpv." vj g" Ugwrgo gpv' Cf o kpkntcvqt" uj cm' f kntkdwg"hwf u'r vtuxcpv"vq"vj g"vgo u"qh"vj ku"Ci tggo gpv'cpf "vj g'Eqwtv" Hpcn'Cr r tqxcn'Qtf gt"cpf "Lxf i o gpv'Vj g"o czko wo "co qwpv'F ghgpf cpw" ecp"dg"tgs vkt gf "vq"r c{ "wvf gt"vj ku"Ugwrgo gpv'hqt"cp{ "r vtr qug"ku"vj g'I tquu" Ugwrgo gpv'Co qwpv'Rckpvh"uj cm'dg"tgur qpukdr"ht"cp{ "cvqtpg{uø"nkgpu" tgrcvgf "vq"vj ku"Cevkqp"qt"vj g'O czko wo "Ugwrgo gpv'Co qwpv'Vj g'Ugwrgo gpv' Cf o kpkntcvqt"uj cm'nggr "F ghgpf cpw'Eqwpugn'cpf "Ernu"Eqwpugn'cr r tkugf " qh'cm'f kntkdwkpu"htqo "vj g'I tquu"Ugwrgo gpv'Co qwpv'Vj g'Ugwrgo gpv' Cf o kpkntcvqt"uj cm'tgur qpf "vq"s wgvkqpu"htqo "F ghgpf cpw'Eqwpugn'cpf " Ernu" Eqwpugn' P q" r gtuqp" uj cm' j cxg" cp{ " ercko " ci ckpuv' F ghgpf cpw." F ghgpf cpw' Eqwpugn' Rckpvh" Ernu" Eqwpugn" qt" vj g" Ugwrgo gpv' Cf o kpkntcvqt"dcugf "qp"vj g'f kntkdwkqpu"cpf "r c{ o gpw'o cf g'kp"ceeqtf cpeg" y kj "vj ku"Ci tggo gpv0

a. **Funding the Settlement:** "F ghgpf cpw'uj cm'y kg"vq"vj g'Ugwrgo gpv' Cf o kpkntcvqt"vj g'I tquu"Ugwrgo gpv'Co qwpv'cpf "go r mq{ gt/ukf g" r c{ tqm'vzgu"y kj kp"vgr"\*32+"ecrgpf ct"fc{ u"qh'vj g"Chgevxg"Hpcn' Ugwrgo gpv'F cvg0

b. **Disbursement** <Y kj kp"vgr"\*32+"ecrgpf ct"fc{ u"chgt"tgegr v'qh'vj g" Ugwrgo gpv'hwf u'htqo "F ghgpf cpw."vj g'Ugwrgo gpv' Cf o kpkntcvqt" uj cm' f kudwtug< \*3+" vj g" P gv' Ugwrgo gpv' Co qwpv' vq" dg" r ckf " vq" Rctvkr cvkpi "Ernu"O go dgtu="\*4+"vj g"Cvqtpg{ "Hgg" Cy ctf "cpf " Equv" Cy ctf "vq"Ernu"Eqwpugn'hqt"cvqtpg{uø"hggu"cpf "equu."cu" cr r tqxgf " d{ " vj g" Eqwtv="\*5+" vj g" Ernu" Tgr tgugpvkxg" I gpgtcr' Tgrcug"Rc{ o gpv'r ckf "vq"vj g'Ernu" Tgr tgugpvkxg."cu'cr r tqxgf "d{ " vj g'Eqwtv="\*6+"vj g' Cf o kpkntcvkqp'Equu."cu'cr r tqxgf "d{ " vj g'Eqwtv=" \*7+"vj g"RCI C"Rc{ o gpv'vq"vj g"NY F C"cpf "vq"Rctvkr cvkpi "Ernu" O go dgtu."cu'cr r tqxgf "d{ " vj g'Eqwtv="cpf "\*8+"F ghgpf cpw' r qt vkqp" qh"r c{ tqm'vzgu"cu" vj g' Ugwrgo gpv' Ernu"O go dgtuø'ewttgpv' qt" htqo gt"go r mq{ gt0

**12. Uncashed Checks.** "Rctvkr cvkpi "Ernu"O go dgtu'o wu'ecuj "qt" f gr qukv"vj gk" kpf kxkf wcn'Ugwrgo gpv'Uj ctg"ej gemu"y kj kp"qpg"j wvf tgf "cpf "gk j v{ "\*3: 2+" ecrgpf ct"fc{ u"chgt"vj g"ej gemu"ctg"o ckrgf "vq"vj go O'ki"cp{ "ej gemu"ctg"pqv" tgf ggo gf "qt" f gr qukv"y kj kp"pkpgv{ "\*", 2+"ecrgpf ct"fc{ u"chgt"o ckvpi . "vj g" Ugwrgo gpv' Cf o kpkntcvqt" y km'ugpf "c" tgo kpf gt" r quectf " kpf kcvkpi " vj cv' wprguu"vj g"ej gemu"ku"tgf ggo gf "qt" f gr qukv"kp"vj g'pgzv'pkpgv{ "\*", 2+"fc{ u."k' y km'gzr ktg"cpf "dgeqo g"pqp/pgi qvckdr."cpf "qhgt"vq"tgr meg"vj g"ej gemu"kh'k' y cu"muv'qt"o kur megf O'ki"cp{ "ej gemu"tgo ckp"vpecuj gf "qt"pqv'f gr qukv"gf "d{ "

vj g"gzr kcvkqp"qh'vj g"; 2/f c{ "r gkqf "chgt"o cklpi "vj g"tgo kpf gt"pqvkg."vj g" Ugwgo gpvCf o kpkvtcvqt'y kn'y kj kp'vy q'j wpf tgf "422+ecngpf ct'f c{ u'chgt" vj g"ej gemu"ctg"o ckpf ."ecpegn'vj g"ej gemu"0"cm'hwpf u"cuuqekcvgf "y kj "vj g" kpf kxf wcn'Ugwgo gpv'Uj ctg"ej gemu"tgwtpgf "cu"wpf gkxgtdcng"cpf "hwpf u" cuuqekcvgf "y kj "vj qug"Kpf kxf wcn'Ugwgo gpv'Uj ctg"ej gemu"tgo cklpi "wp/ ecuj gf ."uj cml'dg"fkvtkdwgf "d{ "vj g"Ugwgo gpvCf o kpkvtcvqt."vq"Ngi cni'ckf" cv'Y qtn0

**13. Final Report by Settlement Administrator.** Y kj kp'vgo"32+dwukpgu'f c{ u' chgt'vj g'f kudwtugo gpv'qh'cm'hwpf u."vj g"Ugwgo gpvCf o kpkvtcvqt'y kn'ugtxg" qp'vj g'Rctvku'c'f gerctcvkqp'r tqxkf kpi "c'hkpcnt gr qt'v'qp'vj g'f kudwtugo gpw'qh' cm'hwpf u0

**14. Defendants' Legal Fees.** F ghgpf cpw'ctg"tgur qpukdng"htq'r c{ kpi "htq'cm'qh" F ghgpf cpw'ø'qy p"ngi cni'hggu."equu."cpf "gzr gpugu"kpewt'gf "kp"vj ku'Cevkqp" qwukf g'qh'vj g'I tqui'Ugwgo gpv'Hwpf 0

**K. Release of Claims.** Cu'qh'vj g'Ghgevxg'Hkpcni'Ugwgo gpv'F cvg.'Ernuu'O go dgtu'y j q" f q'pqv'uwo k'c'vko gn{ "cpf "xcikf "tgs wguv'htq"gzenukqp'tgrgcug"vj g'Tgrgcugf "Rctvku" htqo "vj g" Tgrgcugf "Ercko u0 Rctvkr cvkpi "Ernuu" O go dgtu" ci tgg" pqv' vq" uwg" qt" qvj gty kug'o cng'c'ercko 'kp'cp{ 'htqwo "ci ckpu'cp{ 'qh'vj g'Tgrgcugf "Rctvku'htq'cp{ 'qh' vj g'Tgrgcugf "Ercko u0

**L. Plaintiff's Release of Claims and General Release.** Cu'qh'vj g'Ghgevxg"Hkpcni' Ugwgo gpv'F cvg."cpf "kp" gzej cpi g"htq"vj g'Ernuu" Tgr tgu'pvc'vkg" I gpgtcni' Tgrgcug" Rc{ o gpv'vq'vj g'pco gf "Rckp'vhh'kp'cp'co qwpv'pqv'vq"gzeggf "Hkxg"Vj quwcpf "F qmctu" \*87.222022+"Rckp'vhh'uj cmi' kxg'vj g'hqmjy kpi "i gpgtcni'tgrgcug"qh'ercko u'htq'j gtugrh" cpf "j gt" tgr ge'vkg" ur qwug." j gktu."uweeguqtu" cpf "cuuki pu."htq'xggt" tgrgcug" vj g" Tgrgcugf " Rctvku" htqo " cp{ " cpf " cm' ej cti gu." eqo r rckpu." ercko u." rcdk'k'k'ku." qdri cvkpu." r tqo kugu." ci tgggo gpw." eqpvtq'xgtulgu." f co ci gu." cev'kpu." ecwugu" qh' cev'kqp."uwku."tki j w."f go cpf u."equu."mugu."f gdv."r gpcm'gu"cpf "gzr gpugu"qh'cp{ " pcwtg'y j cvu'g'xgt."htqo "vj g'dgi kppkpi "qh'vko g'vj tqwi j "vj g'f cvg'qh'j gt'uki pcwtg'qp" vj ku"Ci tgggo gpv."mpqy p"qt"wpmpqy p."uwr gev'gf "qt"wpuwr gev'gf ."y j gvj gt"kp"vqtv." eqpvtcev."gs v'k'f ."qt"qvj gty kug."htq"xlq'v'k'p'qh'cp{ "hgf gtcn'ucv'g"qt"mqecni'ucv'wg." twg."qtf k'p'peg"qt'tgi w'v'k'p."k'p'nmf kpi "dw'p'q'v'iko k'gf "vq"cm'ercko u'ctk'k'pi "q'w'qh" dcugf "vr qp."qt'tgr'v'k'pi "vq"j gt"go r m{ o gpv'y kj "F ghgpf cpw'qt"vj g"tgo wpgt'cvkqp" htq."qt'v'gto k'p'cvkqp'qh'uwej "go r m{ o gpv'0Rckp'vhh'u" Tgrgcug'qh'Ercko u'cni'q'k'p'nmf gu" c'y c'x'g't'qh'Ecd'ht'p'k'Ek'ki'Eqf g'uge'v'k'p'3764."y j lej "r tqxkf gu'cu'hqmjy u"

**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.**

Vj ku'tgrugug'gzenmf gu'cp{ 'tgrugug'qh'cp{ 'erko u'pqv'r gto kvgf "vq'dg'tgrugugf 'd{ 'rey " cpf "cp{ "cpf "cm'erko u'uwdlgev'vq"vj g"ugr ctcvg"ugwgo gpv'ci tgggo gpv'cpf "tgrugug'qh' Rrckp'vhh'u" kpf kxkf wcn' erko u0' Vj ku" tgrugug" cnuq" gzenmf gu" Rrckp'vhh'u" erko u" cpf " r tc{gtu" hqt" tgrugh" ugo o kpi "htqo "vj g"gzgtekug" qh" j gt" tki j u" wpf gt" Ncdqt" Eqf g" ugev'kpu" 3252." 3253." cpf " 3255." y j lej " ctg" uwdlgev' vq" c" ugr ctcvg" eqphk' gpv'cn' ugwgo gpv'ci tgggo gpv'dgy ggp'Rrckp'vhh'cpf "vj g'F ghgpf cpw0"

**M. Miscellaneous Terms**

**1. No Admission of Liability.** F ghgpf cpw'o cng"pq'cf o kuukqp"qh'rkcdkxv{ "qt" y tqpi f qkpi " d{ " xktwg" qh' gpvgtkpi " kvq" vj ku" Ci tgggo gpv' Cff kkpqcm{ ." F ghgpf cpw" tguqtxg" vj g" tki j v' vq" eqpvuv' cp{ " kuuvu" tgrcvpi " vq" ercuu" egt'v'k'ecv'kqp'cpf 'h'cdkxv{ 'h'vj g'Ugwgo gpv'ku'pqv'cr r tqxgf 0F ghgpf cpw" f gp{ " vj cv'vj g{ 'j cxg'gpi ci gf 'kp'cp{ 'wprey hwn'cevkxv{ . 'j cxg'h'ckrgf "vq'eqo r n{ 'y kj " vj g'rcy 'kp'cp{ 'tgr gev.'j cxg'cp{ 'h'cdkxv{ 'vq'cp{ qpg'w'pf gt 'vj g'erko u'cuugt vgf " kp"vj g'Cevkqp."qt"vj cv'dw'hqt"vj g'Ugwgo gpv."c'Ercuu'uj qwf "dg'egt'v'k'gf "kp" vj g' Cevkqp0' Vj ku" Ci tgggo gpv' ku" gpvgtgf " kvq" uqrgn{ " hqt" vj g" r wtr qug" qh' eqo r tqo kuki " j ki j n{ " f kur wgf " erko u0' P qv kpi " kp" vj ku" Ci tgggo gpv' ku" kvpgf gf "qt"y km'dg'eqpwt wgf "cu'cp'cf o kuukqp'd{ 'F ghgpf cpw'qh'rkcdkxv{ "qt" y tqpi f qkpi 0Vj ku'Ugwgo gpv'cpf 'Rrckp'vhh'u'cpf 'F ghgpf cpw'v'y krpki pguu'vq" ugwg"vj g' Cevkqp"y km'j cxg"pq"dgctkpi "qp."cpf "y km'pqv'dg'cf o kuukdr'kp" eqppgev'kqp"y kj ."cp{ "rkxi cvkqp"\*qvj gt"vj cp"uqrgn{ "kp"eqppgev'kqp"y kj "vj ku" Ugwgo gpv'0

**2. No Effect on Employee Benefits.**" Vj g" Ercuu" Tgr tguv'cv'xg" I gpgtcn' Tgrugug"Rc{ o gpv'cpf lqt "kpf kxkf wcn'Ugwgo gpv'Uj ctgu'r ckl "vq"Rrckp'vhh'cpf " Rctv'ekr cvkpi " Ercuu" O go dgtu" uj cm' pqv' dg" f ggo gf " vq" dg" r gpukqpedrg" gctkpi u'cpf "uj cm'pqv'j cxg'cp{ "ghgev'qp"vj g'grki kdkxv{ "hqt."qt"ecrev'cvkqp" qh"cp{ "qh"vj g"go r m{gg"dgpghku"\*e.g.."xcev'kqp."j qrk c{ "rc{ ."tgv'k'go gpv' r rpu."gve0'qh'Rrckp'vhh'qt"vj g'Rctv'ekr cvkpi "Ercuu"O go dgtu0'Vj g'Rctv'egu" ci tgg" vj cv' cp{ " Ercuu" Tgr tguv'cv'xg" I gpgtcn' Tgrugug" Rc{ o gpv' cpf lqt " kpf kxkf wcn'Ugwgo gpv'Uj ctg"r ckl "vq"Rrckp'vhh'qt"vj g'Rctv'ekr cvkpi "Ercuu" O go dgtu" wpf gt" vj g" vgo u" qh' vj ku" Ci tgggo gpv' f q" pqv' tgr tguv' cp{ " o qf h'ecv'kqp" qh' Rrckp'vhh'u" qt" Rctv'ekr cvkpi " Ercuu" O go dgtu0' r t'g'x'k'wun{ " etgf kvgf "j qwtu"qh'ugt'x'leg"qt"qvj gt"grki kdkxv{ "et'k'gt'k" w'pf gt"cp{ "go r m{gg" r gpukqp" dgpghk' r rcp" qt" go r m{gg" y grhctg" dgpghk' r rcp" ur qpuq'gf " d{ " F ghgpf cpw0' Hwt'v'j gt."cp{ "Ercuu" Tgr tguv'cv'xg" I gpgtcn' Tgrugug" Rc{ o gpv' vj cm' pqv' dg" eqpukf gtgf " o'eqo r gpucv'kqp0" kp" cp{ " {gct" hqt" r wtr qugu" qh' f gv'go k'kpi "grki kdkxv{ "hqt."qt"dgpghk'ceet wcn'y kj kp."cp"go r m{gg"r gpukqp" dgpghk'r rcp"qt"go r m{gg"y grhctg"dgpghk'r rcp"ur qpuq'gf "d{ 'F ghgpf cpw0

**3. Publicity.** Rrckp'vhh'cpf 'Ercuu'Eqwpugr'nci tgg'vj cv'vj g'vgo u'qh'vj ku'Ugwgo gpv' \*kpenf kpi "dw'pqv' nko kvgf "vq"vj g" I UC+."vj g" pgi q'v'cv'kpu"rgcf kpi "vq"vj ku" Ugwgo gpv." cpf " cm' f qewo gpw" tgrcv'gf " vq" vj g" Ugwgo gpv." uj cm' pqv' dg" f kvewugf "y kj ."r wdr'ek' gf ."qt"r tqo qvgf "vq"vj g"r wdr'ek"r tkqt"vq"vj g'Eqwtv' r tgrko k'pctkn' "cr r tqxkpi "vj ku'Ugwgo gpv."gzegr v'cu'p'geguuct { "vq"gp'hteg"vj g"

vto u'qh'v'j g'Ugwrgo gpv'OP qwy kj ucpf'kpi 'v'j g'hqtgi qkpi . 'Rrckp'v'hh'cpf 'Erncuu' Eqwpugn'o c{ 'v'gn'v'j g'r wdrk'k'p'i gpgtci'qpn' 'v'j cv'egt'v'ckp'erclo u'oj cxg'dggp' tguq'x'gf 'd{ 'v'j g'r ct'v'kgu'0'Vj ku'f qgu'p'qv'iko k'Erncuu'Eqwpugn'it'qo 't'ghgt'g'pekpi " v'j ku'Ugwrgo gpv."cu"pggf gf ."v"cp{ "Eqwt'v'k'p'uw' r qtv'qh'v'j gk"cf gs wce{ "cu' Erncuu'Eqwpugn'o

**4. Integrated Agreement.** Chgt'v'j ku'Ci tgggo gpv'ku'uki pgf "cpf 'f grk'x'gt'gf 'd{ 'cm' Rct'v'kgu'cpf 'v'j gk"eqwpugn'v'j ku'Ci tgggo gpv'cpf 'ku'gzj kdku'y kn'eqpuk'w'w'g'v'j g' gpv'k'g'Ci tgggo gpv'dgy ggp'v'j g'Rct'v'kgu't'gr'v'kpi 'v'q'v'j g'Ugwrgo gpv."cpf 'k'y kn' v'j gp"dg" f ggo gf " v'j cv'pq" qtcn' tgr' t'gug'p'v'k'qpu." y cttcp'v'kgu." eqx'gpc'p'v." qt" kpf'wego gpv'j cxg'dggp'o cf g'v'q'cp{ 'r'ct'v' 'eqp'egt'p'kpi 'v'j ku'Ci tgggo gpv'qt'ku' gzj kdku." qv'j gt" v'j cp" v'j g" tgr' t'gug'p'v'k'qpu." y cttcp'v'kgu." eqx'gpc'p'v." cpf " kpf'wego gpv'gzr' t'guun' 'u'cv'gf 'k'p'v'j ku'Ci tgggo gpv'cpf 'ku'gzj kdku'o

**5. Authorization to Enter Into Settlement Agreement.** Erncuu'Eqwpugn'cpf " F'gh'g'p'f'cp'w'0'Eqwpugn'y cttcp'v'cpf "tgr' t'gug'p'v'v'j cv'v'j g{ "ctg"cwj qtk'gf "d{ " Rrckp'v'hh' cpf " F'gh'g'p'f'cp'w." t'gur'g'ev'k'x'gn' ." v"q" v'cng" cm' cr' r' tqr' t'k'v'g" c'ev'k'q'p" t'gs'w'k'gf "qt"r' gto k'v'gf "v'q"dg"v'cng'p'd{ "u'we'j "Rct'v'kgu'w'p'f'gt'v'j ku'Ci tgggo gpv'v'q" g'h'g'ew'c'v'g" ku" vto u." cpf " v"q" g'z'g'ew'g" cp{ " qv'j gt" f'q'ewo gpv' t'gs'w'k'gf " v"q" g'h'g'ew'c'v'g"v'j g'vto u'qh'v'j ku'Ci tgggo gpv'0'Vj g'Rct'v'kgu'cpf 'v'j gk"eqwpugn'y kn' eqqr'g'c'v'g" y kj " g'cej " qv'j gt" cpf " w'ug" v'j gk" d'g'uv' g'h'q'w'v' v"q" g'h'g'ev' v'j g" ko' r' ngo gpv'v'k'q'p"qh'v'j g'Ugwrgo gpv'0'k'p'v'j g'g'x'g'p'v'v'j g'Rct'v'kgu'ct'g'w'p'cd'rg"v'q" t'g'cej " ci tgggo gpv' q'p" v'j g" h'qto " qt" eq'p'v'p'v' qh' cp{ " f'q'ewo gpv' p'g'gf'gf " v"q" ko' r' ngo gpv'v'j ku'Ci tgggo gpv."qt"q'p"cp{ "u'w' r' ngo gpv'cn'r' t'q'x'k'k'q'p'u"v'j cv'o c{ " d'ge'qo g'p'g'eg'ua'ct{ 'v'q" g'h'g'ew'c'v'g'v'j g'vto u'qh'v'j ku'Ci tgggo gpv.'v'j g'Rct'v'kgu'y kn' u'g'gn'v'j g'cu'uk'v'c'p'eg"qh'v'j g'Eqwt'v."cpf "k'p"cm'ec'ug'u."cm' u'we'j " f'q'ewo gpv." u'w' r' ngo gpv'cn'r' t'q'x'k'k'q'p'u."cpf "cu'uk'v'c'p'eg"qh'v'j g'Eqwt'v'y kn'd'g'eq'p'uk'v'g'p'v'y kj " v'j ku'Ci tgggo gpv'o

**6. Exhibits and Headings.** Vj g'vto u'qh'v'j ku'Ci tgggo gpv'k'p'ew'f'g'v'j g'vto u'ug'v' h'q't'v'j "k'p"v'j g'c'w'cej gf "gzj kdku."y j'k'ej "ctg"l'p'eq't'r'q't'c'v'gf "d{ "v'j ku't'gh'gt'g'p'eg"cu" v'j q'w'j j' h'w'n' 'ug'v'h'q't'v'j "j'gt'k'p'0'c'p'f{ "gzj kdku'v'q'v'j ku'Ci tgggo gpv'ct'g'cp'k'p'v'gi' t'cn' r'ct'v'qh'v'j g'Ugwrgo gpv'cpf "o'w'w'v'd'g"cr' r' t'q'x'gf "u'w'du'c'p'v'k'cm' "cu"y' t'k'w'g'p'0'Vj g' f'g'uet'k'v'x'g"j' g'cf'k'pi u'qh'cp{ "r'ct'ci' t'cr'j u'qt"u'g'ev'k'q'p'u"qh'v'j ku'Ci tgggo gpv'ct'g" k'p'ug't'v'gf "h'q't"eq'p'x'g'p'k'p'eg"qh't'gh'gt'g'p'eg"q'p'n' "cpf "f'q"p'q'v'eq'p'uk'w'w'g"c"r'ct'v'qh' v'j ku'Ci tgggo gpv'o

**7. Interim Stay of Proceedings.** Vj g' Rct'v'kgu"ci tgg"v'q" u'c{ "cpf "j'q'f" cm' r' t'q'eg'gf'k'pi u'k'p'v'j g'C'ev'k'q'p"k'p"cd'g{ c'p'eg."g'z'egr'v' u'we'j "r' t'q'eg'gf'k'pi u'p'g'eg'ua'ct{ " v'q"ko' r' ngo gpv'cpf "eqo' r' n'g'v"v'j g'Ugwrgo gpv."r'g'p'f'k'pi "v'j g'H'k'p'cn'Cr' r' t'q'x'cn' j'g'ct'k'pi "v'q"dg"eq'p'f'w'ev'gf "d{ "v'j g'U'w' r'g't'k'q't'Eqwt'v'o

**8. Amendment or Modification of Agreement.** Vj ku'Ci tgggo gpv."cpf "cp{ " cpf "cm' r'ct'w'qh'k'v."o c{ "dg"co' g'p'f'gf ."o'q'f'k'k'g'f ."ej'c'p'i'gf ."qt"y'c'k'x'gf "q'p'n' "d{ " cp"gzr' t'guu"y' t'k'w'g'p" k'p'ut'w'o gpv'uki'pgf "d{ "eq'w'p'ugn' h'q't" cm' Rct'v'kgu"qt"v'j gk" u'we'g'ua'q't'u/k'p'k'p'v'g't'g'u'o

- 9. Agreement Binding on Successors and Assigns.** "Vj ku'Ci tgggo gpv'y kn'dg" d'kpf lpi "wr qp."cpf "kpwg'v'q'vj g'dgpgk'qh'vj g'uweeguqtu'cpf "cuuki pu'qh'vj g' Rctv'ku."cu'r t'gxlqum' f'ghkpgf 0
- 10. No Prior Assignment.** Rrc'k'v'h'h'j g'gd{ 'tgr t'gugpvu."eqxgpcpvu."cpf "y cttcpvu" vj cv'j g'j cu'pqv'f'k'gevf "qt"l'pf k'gevf . "cuuki pgf . "t'cpuhgtt'gf . "gpewo dgt'gf . "qt" r wtr qt'v'f "vq"cuuki p."t'cpuhgt . "qt" gpewo dgt "vq"cp{ "r gtuqp"qt "gpv'k'f"cp{ " r qt'v'k'p"qh"cp{ "r'cdk'k'k'f . "er'ko . "f go cpf . "cev'k'p . "ecwug"qh'cev'k'p"qt "tki j u" j g'g'k'p't'g'g'cugf "cpf "f'k'uej cti gf 0
- 11. Applicable Law.** Cm' v'gto u" cpf " eqpf k'k'qpu" qh' vj ku' Ci tgggo gpv' cpf " ku" g'zj k'k'ku"y kn'dg"i q'x'g't'p'g'f "d{ "cpf "k'p'v't'r t'g'v'f "cee'q't'f l'pi "v'q'v'j g'rcy u'qh'v'j g' U'c'v'g'q'h'E'c'k'h'q't'p'k'c . "y k'j q'w'i k'k'p'i "g'h'g'ev'v'q'cp{ 'eq'p'h'ev'v'q'h'rcy 'r t'k'p'ek' r'gu'qt" ej q'k'eg'q'h'rcy 'r t'k'p'ek' r'gu'0
- 12. Fair, Adequate, and Reasonable Settlement.** Vj g' Rctv'ku" cpf " vj g'k't" t'g'ur g'ev'x'g'eq'w'p'ug'n'd'g'r'k'x'g'cpf "y cttcpv'v'j cv'v'j ku'Ci tgggo gpv't'g'h'g'ew'c'r'k'c . " t'g'cu'q'p'cd'rg . "cpf "cf g's w'c'v'g'u'g'w'rgo gpv'q'h'v'j g'cev'k'p"cpf "j c'x'g'c't't'k'x'g'f "cv'v'j ku' Ci tgggo gpv' vj t'q'w'i j " c'to u'r'g'p'i vj " p'g'i q'v'c'v'k'q'p'u . "v'cn'k'p'i " k'p'v'q" c'ee'q'w'p'v' c'm' t'g'g'x'c'p'v'h'c'ev'q'tu . "ew't'g'p'v'c'p'f 'r q'v'g'p'v'k'c'r'0
- 13. No Tax or Legal Advice.** Vj g'Rctv'ku'w'p'f g'tu'c'p'f "cpf "ci t'g'g'v'j cv'v'j g'Rctv'ku" c't'g' p'g'k'j g't" r t'q'x'k'f l'pi " v'c'z " q't" r'g'i c'n' c'f x'k'eg . " p'q't" o c'n'k'p'i " t'g'r t'g'ug'p'v'c'v'k'q'p'u" t'g'i c't'f l'pi "v'c'z'q'd'r'k'i c'v'k'q'p'u'q't'eq'p'ugs w'g'p'egu . k'h'c'p'f . "t'g'r'c'v'g'f "v'q'v'j ku'Ci tgggo gpv." cpf "v'j cv'U'g'w'rgo gpv'E'rc'u'u'O go d'g't'u'y k'n'c'uu'wo g'c'p{ 'u'w'ej "v'c'z'q'd'r'k'i c'v'k'q'p'u'q't" eq'p'ugs w'g'p'egu'v'j c'v'b c{ 'c't'k'ug'h'q'o "v'j ku'Ci tgggo gpv."cpf "v'j cv'U'g'w'rgo gpv'E'rc'u'u" O go d'g't'u'v'j c'm'p'q'v'ug'g'n'c'p{ "l'p'f go p'k'h'ec'v'k'p'h'q'o "v'j g'Rctv'ku'q't"cp{ "q'h'v'j g' T'g'g'c'ug'f "Rctv'ku'k'p'v'j ku't'g'i c't'f 0Vj g'Rctv'ku'ci t'g'g'v'j cv'k'p'v'j g'g'x'g'p'v'v'j cv'c'p{ " v'c'z'k'p'i "d'q'f { "f'g'v'g'to k'p'g'u'v'j cv'c'f f'k'k'q'p'c'n'v'c'z'g'u'c't'g'f w'g'h'q'o "cp{ "U'g'w'rgo gpv' E'rc'u'u"O go d'g't . "u'w'ej "U'g'w'rgo gpv'E'rc'u'u"O go d'g't "c'uu'wo g'u'c'm' t'g'ur q'p'uk'k'k'f " h'q't'v'j g'r c{o gpv'q'h'u'w'ej "v'c'z'g'u'0
- 14. Jurisdiction of the Court.** "Vj g'E'q'w't'v'v'j c'm' t'g'v'c'k'p'l'w't'k'uf k'ev'k'p'y k'j "t'g'ur g'ev' v'q'v'j g'k'p'v't'r t'g'v'c'v'k'p . "k'o r r'g'o g'p'v'c'v'k'p . "cpf "g'p'h'q't'ego gpv'q'h'v'j g'v'g'to u'q'h'v'j ku' Ci tgggo gpv'cpf "c'm'q't'f g'tu"cpf "l'w'i o gpv'g'p'v'g't'g'f "k'p"eq'p'p'g'ev'k'p"v'j g't'g'y k'j . " cpf "v'j g'Rctv'ku"cpf "v'j g'k't"eq'w'p'ug'n'j g't'g'v'q"u'w'do k'v'v'q"v'j g'l'w't'k'uf k'ev'k'p"q'h'v'j g' E'q'w't'v' h'q't" r w't'r q'ug'u" q'h" k'p'v't'r t'g'v'k'p'i . " k'o r r'g'o g'p'v'k'p'i . " cpf " g'p'h'q't'ek'p'i " v'j g' U'g'w'rgo gpv'go d'q'f k'g'f "k'p"v'j ku'Ci tgggo gpv'cpf "c'm'q't'f g'tu"cpf "l'w'i o g'p'w'k'p" eq'p'p'g'ev'k'p"v'j g't'g'y k'j 0
- 15. Invalidity of Any Provision; Severability.** "D'g'h'q't'g'f g'er'c't'k'p'i "cp{ "r t'q'x'k'k'q'p" q'h'v'j ku'Ci tgggo gpv'l'p'x'c'r'k'f . "v'j g'Rctv'ku't'g's w'g'u'v'v'j cv'v'j g'U'w'r g't'k'q't"E'q'w't'v'h'k't'uv' c'w'g'o r'v'v'q" eq'p'ut'w'g" v'j g'r t'q'x'k'k'q'p'u" x'c'r'k'f "v'q" v'j g'h'w'ng'uv' g'z'v'g'p'v' r q'u'k'd'ng" eq'p'uk'v'g'p'v'y k'j "c'r r' r'k'ec'd'ng"r t'g'eg'f g'p'w . "u'q'cu'v'q'f'g'h'k'p'g"cm'r t'q'x'k'k'q'p'u'q'h'v'j ku' Ci tgggo gpv' x'c'r'k'f " cpf " g'p'h'q't'eg'c'd'ng'0 k'p' v'j g'g'x'g'p'v' c'p{ " r t'q'x'k'k'q'p" q'h' v'j ku'

Ci tggg gpv'uj cm'dg'hqwpf "wpgphqtegcdrg."yj g'wpgphqtegcdrg'r tqxkukqp'uj cm' dg"f ggo gf "f grgvf."cpf "yj g"xcikf k{ "cpf "gphqtegcdrk{ "qh"yj g"tgo ckpki " r tqxkukqpu'uj cm'pqv'dg"chgevgf "yj gtgd{0

**16. Cooperation in Drafting.** "Vj g"Rctvku"j cxg"eqqr gtcvgf "kp"yj g"f tchki "cpf " r tgrctcvkp" qh" yj ku" Ci tggg gpv' Vj ku" Ci tggg gpv' y kn' pqv" dg" eqpwtvgf " ci ckpu'cp{ "Rctv{ "qp"yj g"dcuku"yj cv"yj g"Rctv{ "y cu"yj g"f tchgt"qt"r ctvek cvgf " kp"yj g"f tchki 0

**17. Execution in Counterpart.** "Vj ku" Ci tggg gpv'o c{ "dg"gzgewgf "kp"qpg"qt" o qtg"eqwvgr ctvu' Cm'gzgewgf "eqwvgr ctvu."cpf "gcej "qh"yj go ."y kn'dg" f ggo gf "v"dg"qpg"cpf "yj g"uco g"kpwtwo gpv'r tqxkf gf "yj cv'eqwpugn' hqt" yj g" Rctvku" y kn' gzej cpi g" dgy ggp" yj go ugrgu" qtki kpcn' uki pgf "eqwvgr ctvu' Hceuko kr"qt "RF H'uki pcwtgu" y kn'dg" ceegr vgf O' Cp{ "gzgewgf "eqwvgr ctv" y kn'dg" cf o kuldrg" kp" gxf gpeg" v" r tqxg" yj g" gzkwpeg" cpf "eqwvru" qh" yj ku" Ci tggg gpv'0

*[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**

Vj g'Rct v'gu'cpf "j gk "eqwpugn'gz gewg'j ku'Ci tgggo gpv0'

F cvgf <aaaaaa. "4245"

**PLAINTIFF JENNIFER WISE"**

"  
"  
"  
"  
"

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
Igpplgt "Y kg"

F cvgf <aaaaaa. "4245"

**DEFENDANT SPRINGS CHARTER SCHOOLS, INC. "**

"  
"  
"  
"  
"

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
Vcp{c" Tqi gtu"  
Cuukwcpv"Uwr g'kpvgpf gpv'qh'Dwulpguu'"

F cvgf <aaaaaa. "4245"

**DEFENDANT RIVER SPRINGS CHARTER SCHOOL, INC**

"  
"  
"  
"

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
Vcp{c" Tqi gtu"  
Ej lgh'HpcepckhQh'egt"

F cvgf <aaaaaa. "4245"

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

"  
"  
"

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
Vcp{c" Tqi gtu"  
Cuukwcpv"Uwr g'kpvgpf gpv'qh'Dwulpguu'"

F cvgf <aaaaaa. "4245"

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

"  
"  
"

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
Vcp{c" Tqi gtu"  
Cuukwcpv"Uwr g'kpvgpf gpv'qh'Dwulpguu'"



F cvgf <@crn132 aaaaaa."4245"

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

aaaaaa aaaaaa aaaaaaaaaaaaaaaaaaaaaaaaaaaaa  
Vcp{c"Tqi gtu"  
Cuukwcpv"Uwr gtlpvgpf gpv'qh'Dwukpguu'"

"  
"  
"

F cvgf <@crn132 aaaaaa."4245"

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

aaaaaa aaaaaa aaaaaaaaaaaaaaaaaaaaaaaaaaaaa  
Vcp{c"Tqi gtu"  
Cuukwcpv"Uwr gtlpvgpf gpv'qh'Dwukpguu'"

"  
"  
"

F cvgf <@crn132 aaaaaa."4245"

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

aaaaaa aaaaaa aaaaaaaaaaaaaaaaaaaaaaaaaaaaa  
Vcp{c"Tqi gtu"  
Cuukwcpv"Uwr gtlpvgpf gpv'qh'Dwukpguu'"

"  
?"  
"

F cvgf <aaaaaaaaaaaaa."4245"

**THE SPIVAK LAW FIRM**

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa " "  
F cxkf 'I 0Ur kxcm'  
Cwqtpg{u"lqt "Rrckpvh"qp"dgj cm'qh'j gtugrh'cpf "cm'  
qyj gtu'uko krctn' 'ukwcvgf "

"  
"

F cvgf <aaaaaaaaaaaaa."4245"

**UNITED EMPLOYEES LAW GROUP**

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa " "  
Y cngt 'J ckpgu"  
Cwqtpg{u"lqt "Rrckpvh"qp"dgj cm'qh'j gtugrh'cpf "cm'  
qyj gtu'uko krctn' 'ukwcvgf "

"  
"  
"  
"  
"

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

=

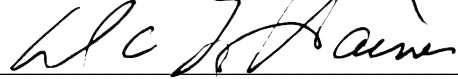
Dated: \_\_\_\_\_, 2023

**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

F cvgf <Cr tk32  
aaaaaaaaaaaaaa."4245"

**JACKSON LEWIS, PC**

*Jackson M. Kimbark*

"  
"  
"  
"  
"

" " " "  
-----  
Cf tlgppg"NOEqptcf "  
Nctc"RODguugt "  
Lcen{p'O 0T gkj ctv"  
Cwqtpg{u'hqt'F ghgpf cpw"

# **EXHIBIT 18**

**FIRST AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT**

Uwdlgev'vq' hpcn'cr r tqxcn'd { 'vj g'Eqwtv.'vj ku'Ugwrgo gpv'Ci tgggo gpv'ku'dgvy ggp'Igppkht'Y kug'  
\*o'Rrckp'vhh'+. 'cpf 'F ghgpf cpwu' Ur tkpi u'Ej ctvgt 'Uej qqn. 'Kpe0' Tlxgt 'Ur tkpi u'Ej ctvgt 'Uej qqn'  
Kpe0'epf0'Go r ktg'Ur tkpi u'Ej ctvgt 'Uej qqn'Kpe0'J ctdqt'Ur tkpi u'Ej ctvgt 'Uej qqn'Kpe0'Ektwu'  
Ur tkpi u'Ej ctvgt 'Uej qqn' Kpe0'Xkwc'Ur tkpi u'Ej ctvgt 'Uej qqn' Kpe0' 'cpf "Rcekke" Ur tkpi u'  
Ej ctvgt 'Uej qqn' Kpe0'0'0'eqmgev'xgnf 'o'F ghgpf cpwu'0'Rrckp'vhh' 'cpf 'F ghgpf cpwu'eqmgev'xgnf "  
ctg'tghgttgf "v'k'p'vj ku'Ci tgggo gpv'cu'vj g'o'Rctv'ku0"

**I. DEFINITIONS**

"

Kp'cf f kkkp"v'vj g'qvj gt'vgo u'f ghgpf 'k'p'vj ku'Ci tgggo gpv.'vj g'vgo u'dgmy 'j cxg'vj g'  
hqmvy kpi "o gcplki <

"

A. **Action**<Vj g'rcy uwk'ewttgpv' r' r gpf kpi 'k'p'vj g'Tlxgtul'f g'Eqwv'v' 'Uwr g'ktqt'Eqwtv.'  
gpv'wrgf "Jennifer Wise v. River Springs Charter School, Inc. et al.." 'ecug'pwo dgt'  
TKE422457; 0'

"

B. **Administration Costs**<Vj g'equu'k'pewttgf 'd { 'vj g'Ugwrgo gpv'Co o k'p'ktcvqt"v'  
cf o k'p'ktv'vj ku'Ugwrgo gpv.'y j kej 'uj cm'pqv'gzeggf "&32.2220Cm'Co o k'p'ktcvqt"  
Equu'uj cm'dg'r ckl 'htqo 'vj g'I tquu'Ugwrgo gpv'Co qwp'0'

"

C. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**<Vj g'  
ugwrgo gpv'ci tgggo gpv'tghgevgf "k'p'vj ku'f qewo gpv." wrgf "o'Hktu'Co gpf gf "Lqkp'  
Ukr wcvkp" 'cpf "Ugwrgo gpv'Ci tgggo gpv'0"

"

D. **Attorney Fee Award**<Vj g'co qwpv.'pqv'v'gzeggf "qpg/vj kf "315+'qh'vj g'I tquu'  
Ugwrgo gpv'Co qwpv'qt"Qpg'J wpf tgf "Ugxgpv' 'Uk'Vj qwucpf "Uk'J wpf tgf "Uk'v'  
Uk'F qmctu'cpf 'Uk'v' 'Ugxgp'Egpv' "&398.888(89+.'h'p'cm' 'cr r tqxgf 'd { 'vj g'Eqwtv'  
cpf 'cy ctf gf 'v'Ernuu'Eqwpu'g'0'Vj g'Cvqt'pg { 'Hgg'Cy ctf 'uj cm'dg'r ckl 'htqo 'vj g'  
I tquu'Ugwrgo gpv'Co qwpv'cpf 'y kn'pqv'dg'qr r qugf 'd { 'F ghgpf cpwu'

"

E. **Class Counsel**<'F cxf 'I 0'Ur kxcni'qh'Vj g'Ur kxcni'Ncy "Hko "cpf "Y cngt'J cl'p'gu'  
qh'Wpkgf "Go r nq { ggu'Ncy 'I tqwr 0"

"

F. **Class Notice or Notice**<Vj g'P qv'eg'qh'Ernuu'Ce'v'kp'Ugwrgo gpv.'uwdu'cpv'kcm' "  
ulo kct'v'vj g'htqo "cwcej gf 'j gt'gv'cu'Exhibit A.'uwdlgev'vq'Eqwtv'cr r tqxcn'd

"

G. **Class Period**<'Lwn' "3."4238" 'vj tqwi j "vj g'f cvg" 'vj g'Eqwtv' i t'cpw' r t'grko k'pct { "  
cr r tqxcn'qh'vj g'Ugwrgo gpv'0'

"

H. **Class Representative or Plaintiff**: 'I'gppkht'Y kug'0'

"

I. **Class Representative General Release Payment**< Vj g' co qwpv' vj g'Eqwtv'  
cy ctf u'v' "Rrckp'vhh'ht' "j gt'gz'gew'k'p'qh'c" dtqcf gt' i gpgt'cn't'gr'cug'qh'er'ko u'

"

"

ci clpuv'F ghgpf cpw'vj cp'Rctvlekr cvkpi 'Ernuu'O go dgtuø'tgrgcug.'y j lej 'y kn'pqv' gzeggf "Hkxg"Vj qwucpf "F qmctu"\*87.222022-0'Vj ku'r c {o gpv'uj cmi'dg'r ckl "htqo " vj g"I tquu'Ugwrgo gpv'Co qwpv'cpf "y kn'pqv'dg"qr r qugf "d{ "F ghgpf cpw'cpf "ku' dgkpi "qhhtgf "kp"eqpukf gtcvkqp'hqt"vj g"Rctvlekr'ghgpf'gzwewkpi "c"i gpgtcn'tgrgcug"qh' ercko u'ci clpuv'F ghgpf cpw.'c'tgrgcug'vj cvku'dtqcf gt'vj cp'cp{ 'Rctvlekr cvkpi 'Ernuu' O go dgt'y kn'r tqxkf g'kp"eqpukf gtcvkqp'hqt"c'ugwrgo gpv'uj ctg0

J. **Cost Award**<Vj g" co qwpv' vj cv' vj g" Eqwtv' qtf gtu" F ghgpf cpw" vq" r c { " Ernuu" Eqwpugn'hqt" r c {o gpv'qh'cewcrn'rkki cvkqp"equu."y j lej "uj cmi'pqv'gzeggf "Hkxg" Vj qwucpf " F qmctu" \*87.222022-0' Vj g" Equv' Cy ctf " y kn' dg" r ckl " htqo " vj g" S wcrk'ghgpf "Ugwrgo gpv'Hwpf "cpf "y kn'pqv'dg"qr r qugf "d{ "F ghgpf cpw'Vj g'Equv' Cy ctf "ku'uwdlgev'vq"Eqwtv'cr r tqxcrn'Kj'vj g"Eqwtv'cy ctf u'rguu'vj cp'vj g"co qwpv' tgs wguv'."cp{ "co qwpv'pqv'cy ctf gf "y kn'dgeqo g"r ctv'qh'vj g"P gv'Ugwrgo gpv' Co qwpv'hqt" f kmtkdwkqp"vq'Rctvlekr cvkpi 'Ernuu'O go dgtu0

K. **Counsel for Defendants:** Cf tkgppg'N0Eqptcf . 'Nctc'R0Dguugt."cpf "Lcnc{p'O 0' Tgkpi ctv'qh'Lcemqp'Ngy ku'R0E0'

~~L. **Defendants**<Ur tkpi u'Ej ctvgt"Uej qqn."Kpe0'Tkxgt"Ur tkpi u'Ej ctvgt"Uej qqn"Kpe0' epf"Ur tkpi u'Ej ctvgt"Uej qqn"Kpe0'~~

~~M.L. **Defendants' Affiliated or Related Entities:**"Eqpukv" qh0" Go r ktg" Ur tkpi u' Ej ctvgt"Uej qqn"Kpe0"mgeevgf"lp"Vgo-gewr."Eerhqtple=0"J ctdqt"Ur tkpi u'Ej ctvgt" Uej qqn"Kpe0"mgeevgf"lp"lwdep."Eerhqtple=0'Ektwu"Ur tkpi u'Ej ctvgt"Uej qqn"Kpe0' mgeevgf"lp"Ucpv"Cpc."Eerhqtple=0"Xkuc"Ur tkpi u'Ej ctvgt"Uej qqn"Kpe0"mgeevgf" lp"Xkuc."Eerhqtple=0"cpf "Rckhle"Ur tkpi u'Ej ctvgt"Uej qqn"Kpe0"mgeevgf"lp" Ej wr"Xkuc."Eerhqtple=0~~

M. OMITTED

N. **Disbursement of the Settlement:** Vj g" f cvg" qp" y j lej " vj g" Ugwrgo gpv' Cf o kpkutcvqt"uj cmi'f kudwtug'vj g'I tquu'Ugwrgo gpv'Co qwpv'cu'kpf kecvgf "j gtgk0' Wpf gt"vj g"vgtu u'qh'vj ku'Ugwrgo gpv'Ci tggg gpv."y kj kp"vpp"\*32+"dwukpau'f c {u' chgt" tgegr v' qh' vj g" Ugwrgo gpv' hwpf u' htqo " F ghgpf cpw." vj g" Ugwrgo gpv' Cf o kpkutcvqt"uj cmi'f kudwtug-<"3+"vj g"P gv'Ugwrgo gpv'Co qwpv'vq"dg"r ckl "vq" Rctvlekr cvkpi 'Ernuu'O go dgtu="4+"vj g"Cvqtpg{ "Hgg"Cy ctf "cpf "Equv'Cy ctf "vq" Ernuu"Eqwpugn'hqt"cvqtpg{ uø'hggu"cpf "equu."cu'cr r tqxgf "d{ "vj g"Eqwtv="5+"vj g" Ernuu" Tgrtgugpvc'kxg" I gpgtcn' Tgrgcug" Rc{o gpv' r ckl " vq" vj g" Ernuu" Tgrtgugpvc'kxg."cu'cr r tqxgf "d{ "vj g"Eqwtv="6+"vj g"Cf o kpkutcvkqp"Equu."cu' cr r tqxgf " d{ " vj g" Eqwtv=" 7+" vj g" RCI C" Rc{o gpv' vq" vj g" NY F C" cpf " vq" Rctvlekr cvkpi "Ernuu" O go dgtu."cu'cr r tqxgf " d{ " vj g"Eqwtv'F ghgpf cpw"uj cmi' ugr ctcvgn{ 'r c { 'vj gkt' r qt'vqp'qh'r c { tqm'czgu'cu'vj g"Ugwrgo gpv'Ernuu'O go dgtuø' ewt'gpv'qt'hqto gt"go r m{ gt0"

O. **Effective Final Settlement Date:**"Vj g"ghgevkxg'f cvg'qh'vj ku'Ugwrgo gpv'y kn'dg" y j gp" vj g" hpcn' cr r tqxcrn'qh' vj g" ugwrgo gpv' qt" lwf i o gpv' ecp" pq" mpi gt" dg"

cr r gcrf . "qt. 'kh'vj gtg'ctg'pq'qdlgevqtu. 'pq' r ctvku'lp'lpvgtxgpvkqp'cv'vj g'vko g'vj g' eqwtv'i tcvu'hkpcn'cr r tqxcn'qh'vj g'ugwrgo gpv."cpf "pq'r quv'lwf i o gpv'ej cmgpi gu' vq'vj g'lwf i o gpv.'vgr '\*32+'ecrgpf ct'f c{u'ltqo 'vj g'f cvg'vj g'eqwtv'gpvgtu'lwf i o gpv' i tcvkpi 'hkpcn'cr r tqxcn'qh'vj g'ugwrgo gpv0

**P. Funding of Settlement:** F ghgpf cpvu'uj cmitgo kv'q'vj g'Ugwrgo gpvCf o kpkntcvqt' vj g'I tquu'Ugwrgo gpv'Co qwpv'y kj lp'vgr '\*32+'ecrgpf ct'f c{u'qh'vj g'Ghgevkg' Hkpcn'Ugwrgo gpv'F cvg0

**Q. Final Judgment or Final Approval**<Vj g'hkpcn'qtf gt"gpvgtgf "d{ "vj g'Eqwtv' hkpcn' "cr r tqxkpi 'vj ku'Ci tgg0 gpv0

**R. Gross Settlement Amount or GSA**<Vj g'vqvcn'xcmg'qh'vj g'Ugwrgo gpv'ku'c'bpq/ tngxgtukpct{ "Hkxg" J wptgf "cpf " Vj kv' " Vj qwucpf " F qmctu" cpf "\ gtq" Egpwu' \*&752.222022-0'Vj ku'ku'vj g'i tquu"co qwpv'F ghgpf cpvu'ecp"dg'tgs wktgf "vq" r c{ " wptgf 'vj ku'Ugwrgo gpv'Ci tgg0 gpv.'y j lej 'lpenf gu'y kj qw'iko kv'kqp-<\*3+'vj g'P gv' Ugwrgo gpv'Co qwpv'q'dg'r ckl "q'Rctvlekr cvkpi 'Ernuu'O go dgtu=\*4+'vj g'Cwqtpg{ " Hgg'Cy ctf "cpf "Equv'Cy ctf "vq'Ernuu'Eqwpugn'htq"cwqtpg{ u'hggu'cpf "equu."cu' cr r tqxgf "d{ "vj g'Eqwtv=\*5+'vj g'Ernuu'Tgr tgugpvc'kxg'I gpgtcn'Tgrgcug"Rc{ o gpv' r ckl " vq" vj g" Ernuu" Tgr tgugpvc'kxg." cu' cr r tqxgf " d{ " vj g" Eqwtv= \*6+ " vj g" Cf o kpkntcvkqp'Equu."cu'cr r tqxgf "d{ "vj g'Eqwtv=cpf '\*7+'vj g'RCI C'Rc{ o gpv'vq' vj g"NY F C"cpf "vq'Rctvlekr cvkpi "Ernuu'O go dgtu."cu'cr r tqxgf "d{ "vj g'Eqwtv0' F ghgpf cpvu'y knr c{ 'vj gkt'r qv'kqp'qh'r c{tqnl'cz gu'cu'vj g'Ernuu'O go dgtu0'ewttgpv' qt"htqto gt"go r mq{ gg'ugr etc'v'cpf "lp'cf f kkkp"vq"vj g'I UC0'P q'r qt'v'kqp'qh'vj g' I tquu'Ugwrgo gpv'Co qwpv'y knr gxtv'v'q'F ghgpf cpvu'htq"cp{ 'tgcuaq0

**S. Individual Settlement Share(s)**<Vj g"co qwpv'r c{ cdrg"vq"gej "Rctvlekr cvkpi " Ernuu'O go dgt'wptgf "vj g'vgtu u'qh'vj ku'Ugwrgo gpv'Ci tgg0 gpv'Ernuu'O go dgtu' ctg'pqvt'gs wktgf "vq'uwdo kv'c"erko "htqto "vq'tgegkxg'vj gkt'kpf kklf wcn'Ugwrgo gpv' Uj ctgu'r wtuwcpv'vq'vj ku'Ci tgg0 gpv'0Tcvj gt."Rctvlekr cvkpi "Ernuu'O go dgtu'y kn' tgegkxg"cp'kpf kklf wcn'Ugwrgo gpv'Uj ctg'cwqo cvkcm'."y kj qw'vj g'tgwtp'qh'c" erko 'htqto 0

**T. LWDA**<"Ecn'htqtpkc'Ncdqt"cpf "Y qtn'htqteg'F gxgnr o gpv'Ci gpe{ 0"

**U. Net Settlement Amount or NSA**<Vj g'vqvcn'co qwpv'qh'o qpg{ "cxck'cdrg'htq" r c{ qw'vq'Rctvlekr cvkpi 'Ernuu'O go dgtu."y j lej 'ku'vj g'I UC'iguu'vj g'Cwqtpg{ 'Hgg' Cy ctf ." Equv' Cy ctf ." Ernuu" Tgr tgugpvc'kxg" I gpgtcn' Tgrgcug" Rc{ o gpv." vj g" r qt'v'kqp'qh'vj g'RCI C'Rc{ o gpv'r ckl "vq'vj g'NY F C."cpf "Cf o kpkntcvkqp'Equu0" kpf'qy gt'y qtf u."vj g'P UC"ku'vj g'r qt'v'kqp'qh'vj g'I UC"vj cv'y kn'dg'f knr kdwgf "vq" Ernuu'O go dgtu'y j q'f q'pqvt'gs wguv'gzenukqp'htqo 'vj g'Ugwrgo gpv'0Vj g'r c{ o gpv' qh'go r mq{ gg'ukf g'vcz gu'qp"vj g'r qt'v'kqp'qh'vj g'ugwrgo gpv'uj ctgu'gcto ctnrf "cu' y ci gu'uj cm'dg'r ckl "qw'qh'vj g'P gv'Ugwrgo gpv'Co qwpv'0Vj wu."vj g'kpf kklf wcn' ugwrgo gpv'uj ctgu'vj cv'ctg'r ckl "qw'qh'vj g'P gv'Ugwrgo gpv'Co qwpv'uj cm'dg' tgf wgf "d{ "vj g'go r mq{ gg'au'vcz'hc'dkkl' "htq"vj g'uj ctg0"



- V. **PAGA**<Vj g'Ecrkhtpk'Ncdqt'Eqf g'Rtkxcw'CWqtpg{ uI gpgtcnCev'qh'4226'Ecrf' Ncdqt'Eqf g'ÈÈ'48; : "et seq. #0
- W. **PAGA Payment**<Vj g'RCI C'Re{ o gpv'eqpuku'qh'Hqwt"Vj qwucpf "F qmctu"cpf " \ gtq'Egpcu" \*8.222022+"qh'vj g'I tqau'Ugwrgo gpv'Co qwpv'cmqecv'f "v'uc'kuh{ 'vj g' RCI C'r gpcn'ku'ercko "cu'cmgi gf "lp'vj g'lp'vj g'Eqo r rclpv'Ugxgpv{/h'xg'r gtegpv' \*97' + "qh'vj g'RCI C"Re{ o gpv."qt"Vj tgg"Vj qwucpf "F qmctu"cpf " \ gtq'Egpcu" \*85.222022+"uj cm'dg'r c'f "v'vj g'NY F C."cpf "y gpv{/h'xg'r gtegpv'\*47' + "qh'vj g' RCI C"Re{ o gpv."qt"Qpg"Vj qwucpf "F qmctu"cpf " \ gtq'Egpcu" \*83.222022+"uj cm'dg' r ct'v'qh'vj g'P gv'Ugwrgo gpv'Co qwpv'f knt'kdwgf "v'Rct'v'ekr cv'kpi "Ernuu'O go dgtu'O
- X. **Participating Class Members**<"Cm'Ugwrgo gpv'Ernuu'O go dgtu'y j q'f q"pqv' uwdo k'c'xcrk' "cpf "v'ko gn' 'tgs wgu'v'q'gzenmf g'vj go ugr'ku'htqo "vj ku'Ugwrgo gpv'O
- Y. **Parties**<R'cl'p'v'h'h'I'gpp'k'gt "Y kug'cu'cp"lp'f k'k'f wcn'cpf "cu'Ernuu'T gr t'gug'p'v'k'xg." cpf "F gh'p'f cpw'"[Ur tkpi u'Ej ctvgt'Uej qqn'Kpe0](#)"T'k'gt"Ur tkpi u'Ej ctvgt'Uej qqn' [Kpe0](#)"Go r k'g'Ur tkpi u'Ej ctvgt'Uej qqn' [Kpe0](#)"J' ctdqt'Ur tkpi u'Ej ctvgt'Uej qqn' [Kpe0](#)" [Ektwu'Ur tkpi u'Ej ctvgt'Uej qqn'Kpe0](#)"X'k'w'c"Ur tkpi u'Ej ctvgt'Uej qqn' [Kpe0](#)"cpf " [Rce'k'le](#)"Ur tkpi u'Ej ctvgt'Uej qqn' [Kpe0](#)"
- Z. **Preliminary Approval or Preliminary Approval Order**<Vj g'E'q'w't'v'u'q't'f g't" r tgrko k'p'ct'k'f "cr r t'q'x'k'pi "vj g'r t'q'r q'ug'f "Ugwrgo gpv'O
- AA. **Qualified Settlement Fund or QSF**<Vj g'R'ct'v'ku' ci tgg"vj cv'vj g'I UC"ku' k'p'v'g'f gf "v'q'dg'c"òS wcr'k'k'gf "Ugwrgo gpv'H'w'p'f ò't'òS UH'ò'w'p'f gt "U'g'e'v'k'p'68: D'q'h' vj g'E'q'f g'cpf "V't'g'c'u'w't { "T'g'i w'r'v'k'p'u'E'3'0'6'3'8: D/3."48'E'G'H'0'0'E'3'0'6'8: D/3"et seq.." cpf "y k'n'd'g'c'f o k'p'k'v'g't'g'f "d{ "vj g'Ugwrgo gpv'C'f o k'p'k'v'c'v'q't"cu'u'w'ej '0'Vj g'R'ct'v'ku' cpf "Ugwrgo gpv'C'f o k'p'k'v'c'v'q't'uj cm'v't'g'c'v'vj g'S UH'cu'e'q'o k'pi "lp'v'q'g'z'k'v'p'eg'cu'c" S wcr'k'k'gf "Ugwrgo gpv'H'w'p'f "q'p'vj g'g'c't'k'g'u'f cv'g'r g'to k'w'g'f "cu'v'g'v'ht'v'j "lp'48'E'G'H'0'0' È'3'0'6'8: D/3."cpf "u'w'ej "g'r'g'e'v'k'p'"u'c'v'g'o gpv'uj cm'd'g'c'w'c'ej gf "v'q'vj g'cr r t'q'r t'k'v'g' t'g'w't'p'u'cu't'g's w'k'g'f "d{ 'r'cy 0
- BB. **Released Claims**<R'w'c'v'k'g'ernuu'o go dgtu'y j q'f q'p'q'v'q'r v'q'w'q'h'vj g'ugwrgo gpv' y k'nit'g'rg'c'ug'c'm'lenko u'[w'p'f g't'w'c'v'g'."h'g'f g't'en"cpf "n'q'een'h'ey"et'k'k'pi "q'w'q'h'uc'v'g'f "lp"](#) qt'[t'g'w'v'g'f "q'd'c'ug'f "w'q'p'vj g'em'gi'v'k'p'u"ò'ef g'h'c'w'c'm'gi'gf "lp'vj g'Eqo r rclpv."vj g' H'k'u'v'Co g'p'f gf "Eqo r rclpv."epf"vj g'U'g'e'q'p'f "Co g'p'f gf "Eqo r rclpv."cpf "em'q'v'g't" enko u'vj cv'eq'w'f "j'c'x'g'd'g'g'p'r'ng'ef gf "de'ug'f "q'p'vj g'h'c'w'c'u'g't'v'g'f "lp'vj g'c'ev'k'p' \\*vj g'òT'g'rg'c'ug'f "Enko u'ò'Vj ku'k'p'en'f'g'u'd'w'ku'p'q'v'k'o'k'g'f "v'q'<h'k'w't'g"v'q'r'c'f" u't'ek'j'v'epf "t'g'i w'r'et"y'c'i'g'u="h'k'w't'g"v'q'r'c'f"q'x'g't'v'o'g"y'c'i'g'u="h'k'w't'g"v'q'r't'q'x'f'g" o'g'en'r'g't'q'f'u="h'k'w't'g"v'q'r't'q'x'f'g"t'g'u'v'r'g't'q'f'u="h'k'w't'g"v'q'r'c'f"y'c'i'g'u'f'w'g"cv' v'g'to'k'p'ev'k'p="h'k'w't'g"v'q'r't'q'x'f'g"l'g'o'k'g'f"y'c'i'g'u'c'v'g'o'g'p'u="h'k'w't'g"v'q'r'c'f" go r n'q'f'g'g'u'y'le'g"e'ò'q'p'v'="x'k'q'r'v'k'p'q'h'D'w'k'p'g'u'epf "R't'q'h'g'u'k'p'u'E'q'f'g'g'e'v'k'p' 39422."g'v'ug's 0"RCI C"enlo u'ht'ek'k'v'r'g'p'en'k'u'f'w'g'v'q'vj g'em'gi'gf "Nedqt'E'q'f'g' x'k'q'r'v'k'p'u"epf "d{ "F'gh'p'f'cpw'f'w'k'pi "vj g'Ernuu'R'g't'k'f' "k'p'en'f'k'pi "E'cr'k'ht'p'k' Nedqt'E'q'f'g'g'e'v'k'p'u"423/426."448."4480."732."734."77: ."3396."33; 6."33; 9:"](#)

33; : . "epf"48; : "et seq."KY E"Y ei g"Qtf gt"6/4223="Ecr0'Eqf g"qh" Tgi wrv kpu" ugevkpu"33262\*33-"epf"\*34="r gpenkgu"vj ev"eqwf"j cxg"etkugp"qww"qh"vj g" hewu" emgi gf"lp"vj g"Eqo r mlpv" Hktuvj g" Vj ktf" Co gpf gf" Eqo r mlpv" epf"Ugeqpf" Co gpf gf" Eqo r mlpv" lpenw lpi" y cklpi" wo g" r gpenkgu" epf" o kugf" dtgemu" kpvgt gu="ewqtpgf" uohgu"epf" equu" epf" epf" qv gt" erko u'etkupi" qww"qh"qt" tgrv gf" vq"vj g"Eqo r mlpv"vj g" Hktuv" Co gpf gf" Eqo r mlpv" epf"vj g"Ugeqpf" Co gpf gf" Eqo r mlpv" Htqo "Lw" 3. "4238"vj tqwi j"vj g" f cvg" qh" Rtrgo lpet ("Crrtqxcn/ rtrgo lpet {"eqwt'cr r tqxcn'qh'vj g'ugwgo gpv0

"  
"

**CC. Released Parties** <F ghgpf cpw" epf "qh" F ghgpf cpw" uweguuqtu. "rtgugpv" epf " hqto gt" r etgpw. "awduk letkgu" epf "chhkevgf" eqo r eplgu" qt" gpvklgu. "y j lej" eqpukv" qh" F ghgpf cpw" Chhkevgf" qt" Tgrv gf" Gpvklgu. "vj gk" tgr gevkg" qh" hlegtu. "f k gevqtu." go r m{ ggu. "r etvgtu. "uj etgj qrf gtu" epf "ci gpw. "cu" y gm'cu" epf "qv gt" uweguuqtu. " euuki pu" epf "ngi ent gr tguvkvxgu" epf "vj gk" tgrv gf" r gtuqpu" epf "gpvklgu. "epf" epf " kpf lklf wen" qt" gpvklf "vj ev" eqwf" dg" ncdng" hqt" epf "qh" vj g" Tgrv gf" Erko u. "epf" F ghgpf cpw" eqvpugn" qh" tgeqt "lp" vj g" Cevkpp0 "Go r ktg" Ur tlp i u" Ej etvgt "Uej qqn" kpe0 "J etdqt" Ur tlp i u" Ej etvgt "Uej qqn" kpe0 "Ektwu" Ur tlp i u" Ej etvgt "Uej qqn" kpe0 "Xluc" Ur tlp i u" Ej etvgt "Uej qqn" kpe0

**CC.** "epf" Reckle" Ur tlp i u" Ej etvgt "Uej qqn" kpe0 etg" chhkevgf" qt" tgrv gf" gpvklgu" y kj" Ur tlp i u" Ej etvgt "Uej qqn" kpe0" epf "geej" uwej" gpvklf" eqpf wevgf" vj g" emgi gf "or tg/ go r m{ o gpv0 "o ggwpi u" vj ev" etg" vj g" uwdlgev" qh" vj ku" cevklp" f wklpi" vj g" tgrv xepv wo g' r gtlqf0

**DD. Response Deadline** <"Ukz v{ "\*"82+" eicrgpft "f c{ u" Htqo "vj g" lpkkn' o cklpi "qh" vj g" P qvkg0"

"

**EE. Settlement Administration** <Vj g" Ugwgo gpv" Cf o lpkwtcvqt "y knleqpf wev' c" unkr " vceg" hqt" vj g" cf f tguu" qh" cm' hqto gt" go r m{ gg" Ernuu" O go dgtu" Vj g" Ugwgo gpv" Cf o lpkwtcvqt "y knlo cklv' g" P qvkg" d{ " hktuv' eruu" WLU0o cklv' q" cm' Ernuu" O go dgtu" cv' vj g" cf f tguu" F ghgpf cpw" "j cxg" qp" hkg" hqt" vj qug" Ernuu" O go dgtu" epf "vq" cm' hqto gt" go r m{ gg" Ernuu" O go dgtu" cv' vj g" cf f tguu" tguwklpi " Htqo " vj g" unkr " vceg0" Vj g" P qvkg" y km' lphqto " Ernuu" O go dgtu" vj cv' vj g{ "j cxg" wvkl' vj g" Tgrv qpug" F gcf nkg" vq" gkj gt" qdlgev' vq" vj g" Ugwgo gpv" qt" vq" qr v' qww" qh' vj g" Ugwgo gpv0 Cp{ " Ernuu" O go dgt' y j q' f qgu' pqv' tgegkxg" P qvkg" chgt" vj g' uvr u' qwklpgf " cdqvg" j' cxg" dggp" vcnpg' y km' unkn' dg" dqwpf " d{ " vj g" Ugwgo gpv' cpf lqt' lwi o gpv0

"

**FF. Settlement Administrator** < Vj g" vj ktf " r ctv{ " cf o lpkwtcvqt" ci tggf " wr qp" d{ " Rctvku" vq" cf o lpkvgt " vj ku" Ugwgo gpv' ku' Rj qgpz " Ugwgo gpv" Cf o lpkwtcvqtu0"

"

**GG. Settlement Class** < Cm' r gtuqpu" y j q" gkj gt" cr r nkgf " hqt" go r m{ o gpv" y kj " F ghgpf cpw" epf " tgrv gf" qt" chhkevgf " gpvklgu" lp" Ecr hqt plc. " y gtg" r tqur gevkg" go r m{ ggu" qh" F ghgpf cpw" qt" tgrv gf" qt" chhkevgf " gpvklgu" lp" Ecr hqt plc. " cpf lqt" y j q" y gtg" go r m{ gf" d{ " F ghgpf cpw" qt" F ghgpf cpw" Chhkevgf" qt" Tgrv gf" Gpvklgu. " and " ewgpf gf " qpg" qh" F ghgpf cpw" qt" F ghgpf cpw" Chhkevgf" qt" Tgrv gf "

Gpvlkgu"emgi gf "õrtg/go r m{ o gpvö" o ggkpi u go r m{ gf "kp" Ecrkhtpk "cv" cp{ "vko g" dgvy ggp" Lwn{ "3." 4238" y tqwi j " y j g" f cvg" qh" Rtgrko kpc{ "Cr r tqxcn' Vj g" Ugwrgo gpv' Ercuu" kpenwf gu" qpn{ "uwej" r gtuqpu" y cv" cwgpf gf "qpg" qh' F ghgpf cpwø "õrtg/go r m{ o gpvö" o ggkpi u" \*Vj g" Ercuu" y km" pqv" kpenwf g" cp{ "r gtuqp" y j q" r t gxlqwun{ "ugwrgf" qt" tgrgcugf "cp{ "qh" y j g" ercko u' eqxgtgf "d{ "y j ku" Ugwrgo gpv" qt" cp{ "r gtuqp" y j q" r t gxlqwun{ "y cu" r ckl" qt" tgegkxgf "cy ctf u" y j tqwi j " ekkl" qt" cf o kpkntcvkxg" cevklpu" hqt" y j g" ercko u' eqxgtgf "d{ "y j ku" Ugwrgo gpv" ø

HH. Settlement Class Member < Gcej " r gtuqp" grki kdr" vq" r ctvkr cvg" kp" y j ku" Ugwrgo gpv" y j q" ku" c" o go dgt" qh" y j g" Ugwrgo gpv' Ercuu" cu" f ghkpgf "cdq xg" ø

II. Superior Court < Uep" F hgi q" T kxgtukf g" Eqwpv{ "Uwr gtkqt" Eqwt" ø

II. RECITALS

A. Vj g" Cevkqp" y cu" hkrf" d{ "Rrckpvh" Lgpplhgt" Y kug" kp" y j g" T kxgtukf g" Eqwpv{ "Uwr gtkqt" Eqwt" qp" Lwn{ "3." 42420" Vj g" Eqo r rckpv" emgi gf "ecwugu" qh' cevklp" qp" dgj cih" qh' Rrckpvh" cpf " y j g" r wcvkxg" ercuu" o go dgtu" hqt" xkqrckvapu" qh" y j g" Ecrkhtpk " Ncdqt" Eqf g" hqt" hckwt g" vq" r c{ "o kpo wo "cpf" qxgtvko g" y ci gu. hckwt g" vq" r tqxkf g" ceewtcvg" kgo k gf "y ci g" uvcgo gpw. "cpf" hckwt g" vq" r c{ "hqt" cm" y ci gu" qy gf "cv" y j g" vko g" qh" vgtø kpcvklp. "cpf" c" ecwug" qh' cevklp" r wtuwcpv" vq" Ecrkhtpk ø " Dwlkpguu{ " Rtqhguukapu" Eqf g" EE" 39422. " gvøugs ø

B. Dghqtg" F ghgpf cpw" Cpuy gtgf "y j g" Eqo r rckpv" Rrckpvh" hkrf" cpf "ugt xgf" c" Hktuv" Co gpf gf "Eqo r rckpv" qp" Lwn{ "38." 42420" Vj g" Hktuv" Co gpf gf "Eqo r rckpv" cf f gf "c" ecwug" qh' cevklp" qp" dgj cih" qh' Rrckpvh" cpf "ci i tkxgf" go r m{ ggu" r wtuwcpv" vq" y j g" Rtkxcv" Cwqtpg{ "I gpgtcn" Cev" qh' 4226" \*øRCI Cö+" uggnkpi "ekkl" r gpcnkgu" hqt" xkqrckvapu" qh' y j g" Ecrkhtpk " Ncdqt" Eqf g" emgi gf "kp" y j g" Eqo r rckpv" ø

C. F ghgpf cpw" Cpuy gtgf "y j g" Hktuv" Co gpf gf "Eqo r rckpv" qp" Ugr vgo dgt" 47. " 42420" kpo ku" cpuy gt" F ghgpf cpw" chko cvkxgn{ f gpkgf "i gpgtcm{ "cpf" ur gekhccm{ "cmienco u" tckugf "kp" y j g" eqo r rckpv" ø

D. Vj g" r ctvku" cwgpf gf "o gf kcvklp" y kj "O kej cgn" Nqgd. "Gus ø" qh' LCO U" qp" Lwpg"; . " 42430" kpo" cf xcpeg" qh" o gf kcvklp" F ghgpf cpw" r tqf wegf "tgeqt f u" vq" Rrckpvh" kp" r tgr ctcvklp" hqt" o gf kcvklp. "kpenwf kpi < y j g" Rrckpvh" r gtuqppgn" hkrf" cpf "r c{ tqm" tgeqt f u. "F ghgpf cpwø" go r m{ gg" j cpf dqqm" kp" ghhev" f vt kpi "y j g" ercuu" r gtlkf. " f gckrgf "f cv" tgi ctf kpi "c" uwd/ugv" qh' y j g" r wcvkxg" ercuu" o go dgtu. "kpenwf kpi "y j gk" f cvgu" qh" go r m{ o gpv. "f cvgu" qh' cwgpf cpeg" qh" cp" emgi gf "õrtg/go r m{ o gpv" o ggkpi .ø" vqcn" j qwtu" cwgpf gf "cpf" tcvgu" qh' r c{ ø" F vt kpi "o gf kcvklp" F ghgpf cpv" cnuq" hq" ctgf "eqphk" gpvknf qewo gpv" tgrcvf "vq" ku" hkpceknkukwcvklp" cu" y gnt" Vj ku" uwdwcpvknf co qwpv" qh' f cv" cpf "kphqto cvklp" r gto kwgf "Rrckpvh" vq" gxcnvcv" cm" qh' y j g" ercuu/ y kf g" ercko u" r tkqt "vq" o gf kcvklp ø

E. Chgt" y j g" o cvgt" f kf "pqvt" guqkxg" hqmy kpi "c" hwnf c{ "qh" cto ø/ r gpi y "o gf kcvklp." y j g" r ctvku" eqpvkpwgf "vq" pgi qvcv" kp" i qgf "rckj" cpf "eco g" vq" cp" ci tggø gpv" cu" vq"

c'ugwrgo gpv'co qwpv'qp'qt'cdqw'F gego dgt'38.'4243.'cpf'uwdugs wgpv'ci tggf " vq'vj g'r tkpek cn'vgo u'qh'vj g'Ugwrgo gpv.'vj g'vgo u'qh'y j kej 'ctg'tghrgewf 'j gtgk0"

**F. Benefits of Settlement to Class Members.** Rrckp'kh' cpf " Ernuu" Eqwpugn' tgeqi pk' g' vj g" g'zr gpug" cpf " ngpi vj " qh' eqpvkpwg' r tqeggf kpi u" pgeguact { " vq' eqpvkpwg" vj g" r'kki cvkqp" ci ckpuv' F ghgpf cpw' vj tqwi j " v'kcn' cpf " vj tqwi j " cp { " r quukdr' cr r gcu0Rrckp'kh'cpf " Ernuu"Eqwpugn'cnuq'j cxg'vcnrgp'kp'vq'ceeqwpv'vj g' vpegt'cvkpv { " cpf " tkun' qh' hwt vj gt " r'kki cvkqp." vj g' r qv'p'kcn' qweqo g." cpf " vj g' f k'hewn'kgu'cpf " f gr { u'kpj gt'gpv'kp'uwej " r'kki cvkqp0Rrckp'kh'cpf " Ernuu"Eqwpugn' j cxg' eqpf wevgf " gz'v'puk'g" ugwrgo gpv' pgi q'k'cvkpu0Dcu'gf " qp " vj g' hqtgi qkpi . " Rrckp'kh'cpf " Ernuu"Eqwpugn'dgr'k'xg'vj g'Ugwrgo gpv'ugv'hqt vj " kp'vj ku'Ci tgggo gpv' ku'c'h'ck." cf gs wcvg." cpf " t'gcu'p'cdrg'ugwrgo gpv." cpf " ku'kp'vj g'dguv'k'p'vgt'guu'qh'vj g' Ugwrgo gpv'Ernuu'O go dgtu0

**G. Defendants' Reasons for Settlement.** F ghgpf cpw'tgeqi pk' g' vj cv'vj g'f ghgpug' qh'vj ku'r'kki cvkqp'y kn'dg'r tqv'cevgf "cpf " g'zr gpuk'g0Uwdu'p'kcn'co qwpv'qh'vko g." gp'gti { . " cpf " t'gu'v'tegu'qh'F ghgpf cpw'j cxg'dggp" cpf . " v'p'guu'vj ku'Ugwrgo gpv'ku' o cf g." y kn'eqpvkpwg" vq' dg" f gxq'v'f " vq' vj g'f ghgpug' qh'vj g' ercko u' cuugt'v'f " d { " Rrckp'kh'0F ghgpf cpw.'vj gt'ghqtg.'j cu'ci tggf " vq'ugwrg'kp'vj g'o c'p'p'gt'cpf " v'w'qp'vj g' vgo u'ugv'hqt vj " kp'vj ku'Ci tgggo gpv'vq'r w'vq't'guv'vj g'Tgr'g'cu'gf " Ercko u0"

**H. Defendants' Denial of Wrongdoing.** F ghgpf cpw'i gp'gt'cm { " cpf " ur gek'he'cm { " f gp { " cp { " cpf " cn'rkcd'k'k'v { " qt " y tqpi f qkpi " qh'cp { " uqt'v'y kj " tgi ctf " vq'cp { " qh'vj g' ercko u'cmgi gf . " o cngu'p'q'eqpegu'k'p'u'qt'cf o kuuk'p'u'qh'rkcd'k'k'v { " qh'cp { " uqt'v'cpf " eqpv'p'f u' vj cv' hqt " cp { " r wtr qug" qv' gt " vj cp" ugwrgo gpv." vj g' Cevkqp" ku" p'qv' cr r tq' r tk'v'g'hqt'ernuu't'g'c'vo gp'0F ghgpf cpw'cuugt'v'c'p'wo dgt'qh'f ghgpugu'vq'vj g' ercko u." cpf " j cu'f gp'k'gf " cp { " y tqpi f qkpi " qt'rkcd'k'k'v { " ct'k'k'p'i " qw'qh'cp { " qh'vj g' cmgi gf " h'c'w' qt " eqpf wev' kp' vj g' Cevkqp0P g'k'j gt " vj ku' Ci tgggo gpv." p'qt " cp { " f qewo gpv't'gh'gt'gf " vq'qt'eqpvgo r n'v'gf " j gt'g'k'p." p'qt " cp { " cev'k'p'vcnrgp'vq'ectt { " qw' vj ku'Ci tgggo gpv." ku'qt " o c { " dg"eqp'ut'w'gf " cu." qt " o c { " dg" wugf " cu'cp'cf o kuuk'p." eqpegu'k'p." qt " kp'f k'ev'k'p" d { " qt " ci ckpuv' F ghgpf cpw' qt " cp { " qh'vj g' Tgr'g'cu'gf " Rct'v'ku'qh'cp { " h'w'w." y tqpi f qkpi . " qt'rkcd'k'k'v { " y j cvu'g'x'gt'0Vj gt'g'j cu'dggp'p'q' h'p'cn'f g'v'go k'p'cv'k'p" d { " cp { " eqw't'v'cu'vq'vj g'o g'k'ku'qh'vj g' ercko u' cuugt'v'f " d { " Rrckp'kh' ci ckpuv' F ghgpf cpw' qt " cu" vq" y j g'v'j gt " c" ernuu' qt " ernu'gu' u'j q'w'f " dg" egt'v'k'gf . " qv' gt " vj cp' hqt " ugwrgo gpv'r wtr qugu'q'p'nf 0

**I. Plaintiff's Claims.** Rrckp'kh' cuugt'u' vj cv' F ghgpf cpw' f ghgpugu' ctg' y kj qw' o g'k'0P g'k'j gt " vj ku'Ci tgggo gpv'p'qt " cp { " f qewo gpw't'gh'gt'gf " vq'qt'eqpvgo r n'v'gf " j gt'g'k'p." p'qt " cp { " cev'k'p'vcnrgp'vq'ectt { " qw'vj ku'Ci tgggo gpv'ku." o c { " dg"eqp'ut'w'gf " cu." qt " o c { " dg" wugf " cu'cp'cf o kuuk'p." eqpegu'k'p" qt " kp'f k'ev'k'p" d { " qt " ci ckpuv' Rrckp'kh' " Ugwrgo gpv'Ernuu'O go dgtu." qt " Ernuu"Eqwpugn'cu'vq'vj g'o g'k'ku'qh'cp { " ercko u'qt' f ghgpugu'cuugt'v'f . " qt " h'c'w'v'j gt'g'q'h' kp'vj g' Cev'k'p'0J qy g'x'gt. " kp'vj g'g'x'gpv' vj cv'vj ku'Ugwrgo gpv'ku'h'k'p'cm { " cr r tq'x'gf " d { " vj g'Eqw't'v." vj g'Rrckp'kh' " Ugwrgo gpv' Ernuu'O go dgtu." cpf " Ernuu"Eqwpugn'y kn'p'q'v'qr r qug'F ghgpf cpw'0gh'qt'u'vq'wug' vj ku'Ci tgggo gpv'vq'r tq'x'g" vj cv' Rrckp'kh' cpf " Ugwrgo gpv'Ernuu'O go dgtu" j cxg' t'gu'q'x'gf " cpf " ctg'h'qt'g'x'gt " d'ctt'gf " h't'qo " t'g'rk'ki cvk'p'i " vj g'Tgr'g'cu'gf " Ercko u0" H'p'cn'

cr r tqxcn'qh'v'j ku'Ugwrgo gpv'qr gtcv'gu'cu'hwml'uc'v'k'uc'v'k'p'qh'v'j g'Tgrgcugf 'Ercko u' cpf 'y km'f cx'g'r tgenwuk'g'gh'ge'v'cu'v'q'v'j qug'ercko u'kp'cp{' 'uwdugs wgpv'r tqeggf kpi 0'

III. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.** "Uwdlgev' v'j g' v'gto u' cpf " eqpf k'k'qpu" qh' v'j ku' Ci tgg'o gpv.'v'j g'o czko wo "I tquu'Ugwrgo gpv'Co qwpv.'k'p'ew'f'k'p'i-g'zew'f'k'p'i "cm' r c{' tqm' v'czgu. " v'j cv' F gh'gpf cpw' ctg' qdri cv'gf " v'j r c{' " wpf gt " v'j ku' Ugwrgo gpv' Ci tgg'o gpv' ku' H'k'x'g' J wpf tgf " V'j kv'f " V'j qwucpf " F qm'ctu" cpf " \ gtq" E'gpv' \*8752.222022-0'

B. **Class Certification** Uqrgn' " hqt " v'j g' r wtr qugu " qh' v'j ku' Ugwrgo gpv.'v'j g' Rct v'ku' unkr w'v'g' c'p'f " ci tgg' v'j " egt v'k'ec'v'k'p' qh' v'j g' ercko u' cuugt v'gf " qp " dgj c'rh' qh' Ugwrgo gpv' Er'cuu' O go dgtu' O Cu' u'we'j . " v'j g' Rct v'ku' unkr w'v'g' c'p'f " ci tgg' v'j cv' k'p' " qtf gt " hqt " v'j ku' Ugwrgo gpv' v'j " qeewt. " v'j g' E'qwt v' o w'w'v'egt v'k'f { " v'j g' Ugwrgo gpv' Er'cuu' cu' f gh'k'p'gf " k'p' v'j ku' Ci tgg' o gpv' 0'

C. **Conditional Nature of Stipulation for Certification.** " V'j g' Rct v'ku' unkr w'v'g' c'p'f " ci tgg' v'j " v'j g' egt v'k'ec'v'k'p' qh' v'j g' ercko u' cuugt v'gf " qp " dgj c'rh' qh' R'ck'p'v'k'h' c'p'f " Ugwrgo gpv' Er'cuu' O go dgtu' hqt " r wtr qugu " qh' v'j ku' Ugwrgo gpv' q'p'n' O' K'i' v'j g' Ugwrgo gpv' f qgu' p'q'v' dgeqo g' gh'ge'v'k'g. " v'j g' h'cev' v'j cv' v'j g' Rct v'ku' y gt g' y km'k'p'i " v'j unkr w'v'g' v'j " egt v'k'ec'v'k'p' cu' r ct v'q' h' v'j g' Ugwrgo gpv' l'ij cm'p'q'v' d'g' c'f o k'uk'd'rg' q't " w'ugf " k'p' c'p' { 'y c' { 'k'p' e'q'p'p'g'ev'k'p' y k'j " v'j g' s' w'g'v'k'p' qh' y j gy gt " v'j g' E'qwt v' l'ij q'w'f " egt v'k'f { " c'p' { 'ercko u' k'p' c' p'q'p' / u'g'w'rgo gpv' e'q'p'v'g'z' v'k'p' v'j ku' C'ev'k'p' q't k'p' c'p' { " q'j gt " r'ey u'w'k' O' K'i' v'j g' Ugwrgo gpv' f qgu' p'q'v' dgeqo g' gh'ge'v'k'g. " F gh'gpf cpw' t'gugt x'g' v'j g' t'k'i j v' v'j " eq'p'v'g'v' c'p' { " k'u'w'gu' t' g' r'v'k'p'i " v'j " er'cuu' " egt v'k'ec'v'k'p' c'p'f " r'k'c'd'k'k'v' 0'

D. **Appointment of Class Representative.** Uqrgn' " hqt " v'j g' r wtr qugu " qh' v'j ku' Ugwrgo gpv.'v'j g' Rct v'ku' unkr w'v'g' c'p'f " ci tgg' R'ck'p'v'k'h' l'g'p'p'k'gt " Y k'ug' u'j cm' d'g' cr r q'k'p'v'g'f " cu' t'gr t'g'ug'p'v'k'x'g' h'qt " v'j g' Ugwrgo gpv' Er'cuu' 0'

E. **Appointment of Class Counsel.** Uqrgn' " hqt " v'j g' r wtr qugu " qh' v'j ku' Ugwrgo gpv.'v'j g' Rct v'ku' unkr w'v'g' c'p'f " ci tgg' v'j cv' v'j g' E'qwt v' c' r q'k'p'v' Er'cuu' E'q'w'p'ug'n' v'j " t'gr t'g'ug'p'v' v'j g' Ugwrgo gpv' Er'cuu' 0'

F. **Individual Settlement Share.** " Uwdlgev' v'j g' v'gto u' cpf " eqpf k'k'qpu" qh' v'j ku' Ci tgg' o gpv.'v'j g' Ugwrgo gpv' C'f o k'p'k'ut'cv'qt " y km' r c' { " c'p' " k'p'f k'k'f w'cn' Ugwrgo gpv' U'j ctg' h' t'qo " v'j g' P' g'v' Ugwrgo gpv' Co qwpv' v'j " g'cej " R'ct v'k'ek' v'k'p'i " Er'cuu' O go dgt 0'

1. Calculation 0'

a. **Individual Settlement Share Calculation.** " Gcej " R'ct v'k'ek' v'k'p'i " Er'cuu' O go dgt " y km' t'geg'k'g " c'p' " g' s' w'cn' u'j ctg' qh' v'j g' P' g'v' Ugwrgo gpv' Co qwpv' 0' V'j g' x'cn'og' qh' g'cej " Er'cuu' O go dgt u' k'p'f k'k'f w'cn' Ugwrgo gpv' U'j ctg' v'ku' f k'g'ev' { " v'j g' " q'p'g' f c' { " v'j g' { " c'w'g'p'f g'f " c'p' " cm'g'i g'f " o'r t'g' / go r m' { o gpv' o' g'g'v'k'p'i 0' " " "

2. **Tax Withholdings.** Gcej "r wcvkxg"ercuu'o go dgtai'i tquu'ugwrgo gpv'cy ctf " y kn'dg'cr r qt v k p g f "cu'hqmjy u<Vy gpv' r gtegpv\*42' +cu'y ci gu'cpf "Gki j v{ " r gtegpv\*: 2' +cu'kpvgt gu'cpf 'r gpcnkgu0Vj g'co qwpw'r ckf "cu'y ci gu'uj cm'dg" uwdlgev'q'cm'vcz'y kj j qrf kpi u'ewuqo ctkn' b cf g'ltqo "cp'go r m{ ggau'y ci gu' cpf "cm'lqj gt "cwj qtk' gf "cpf 'tgs vkt gf 'y kj j qrf kpi u'cpf 'uj cm'dg'tgr qtvgf "d{ " Y /4" hqto u0' Rc{o gpv' qh' cm' co qwpw' y kn' dg" o cf g" uwdlgev' vq" dcmwv " y kj j qrf kpi "wpruu'c'f wn' "gzgewgf "Y /; "hqto 'ku'tgegxgf "ltqo "vj g'r c{ gg\*u0' Vj g'co qwpw'r ckf "cu'r gpcnkgu'cpf "kpvgt gu'uj cm'dg'uwdlgev'q'cm'vcz'y kj j qrf kpi u' qvj gt " y kj j qrf kpi u' "ewuqo ctkn' o cf g"ltqo "go r m{ ggau'y ci gu'cpf "uj cm'dg'tgr qtvgf "d{ "KU"32; ; "hqto u0' Qpn' "vj g'go r m{ gg'uj ctg"qh'r c{ tqm'vcz"y kj j qrf kpi u'uj cm'dg'vcngp"ltqo " gcej 'Ercuu'O go dgtai'kpf kxf wcn'Ugwrgo gpv'Uj ctg0

**G. Constituents of GSA Disbursement.** "Uwdlgev'q"vj g'vgo u'cpf "eqpf kkpqu'qh'vj ku" Ci tgggo gpv'vj g"Ugwrgo gpv'cf o kpkutcvqt"uj cm'f kudwtug"vj g'I UC "cu'f k gevgf "rcvgt" qp'j gtgk'v'q'vj g'hqmjy kpi <

1. **To the Named Plaintiff:** "k'cf f kkp'v'q'j" gt "kpf kxf wcn'Ugwrgo gpv'Uj ctg." cpf "uwdlgev'q"vj g'Eqwv'cr r tqxn'vj g'pco gf "Rrckp'hh'lgppkgt"Y kug.'y kn' tgegxg'wr "v'q'kxg"Vj qwucpf "cpf "\ gtq"Eqpw"\*87.222022+"kp"eqpukf gtcvqp" hqt'r tqxf kpi "F ghgpf cpw"c'I gpgtcn'Tgrcug."c"tgrcug"vj cv'ku'dtqcf gt "vj cp" vj g" erko u' tgrcugf " d{ " Rctv'ekr cvkpi " Ercuu" O go dgtu0' Vj g" Ugwrgo gpv' Cf o kpkutcvqt" y kn' r c{ " vj g" Ercuu" Tgrtgugpvcxg" Gpj cpego gpv'II gpgtcn' Tgrcug" Rc{o gpv' qw' qh' vj g" S wcn'k'gf " Ugwrgo gpv' Hwpf 0' Rc{ tqm' vcz" y kj j qrf kpi u' cpf " f gf wcvkpu" y kn' pqv' dg" vcngp" ltqo " vj g" Ercuu" Tgrtgugpvcxg'I gpgtcn'Tgrcug'Rc{o gpv'0Cp'KU'Hqto "32; ; 'y kn'dg'kuuwgf " v'q'vj g'Rrckp'hh'y kj "tgr ge'v'q'j" gt "I gpgtcn'Tgrcug'Rc{o gpv'0

2. **To Class Counsel.** " Ercuu" Eqwpugn' y kn' cr r n{ " v'q" vj g" Eqwv' hqt." cpf " F ghgpf cpw'ci tgg'pqv'q'qr r qug."c"vqcn'Cwqtpg{ "Hgg"cy ctf "pqv'q'gzeggf " qpg/vj kf "315"qt"&398.888(89+qh'vj g'I UC"cpf "c'Equv'Cy ctf "pqv'q'gzeggf " Hk'ggp'Vj qwucpf "F qmctu"\*87.222022+0Vj g"Ugwrgo gpv'cf o kpkutcvqt"y kn' r c{ "vj g"eqwv'cr r tqxgf "co qwpw'hqt"vj g"Cwqtpg{ "Hgg"cy ctf "cpf "Equv' Cy ctf "qw'qh'vj g'I tquu'Ugwrgo gpv'Hwpf 0'Vj g"Ugwrgo gpv'cf o kpkutcvqt" o c{ 'r wtej cug'cp'cppwkv' "v'w'k'k' g'WU't gcuwt'k'gu'cpf "dqp'f u'qt'qj gt "cwqtpg{ " hgg" f ghgtcn' xgi kergu" hqt" Ercuu" Eqwpugn' " Rc{ tqm' vcz" y kj j qrf kpi " cpf " f gf wcvkpu"y kn'pqv' dg"vcngp"ltqo " vj g"Cwqtpg{ "Hgg"cy ctf "qt" vj g"Equv' Cy ctf 0KU'Hqto u'32; ; 'y kn'dg'kuuwgf "v'q'Ercuu'Eqwpugn'y kj "tgr ge'v'q'vj g" Cwqtpg{ "Hgg"cy ctf 0k'vj g'gxgp'vj g'Eqwv'f qgu'pqv'cr r tqxg'vj g'gpv'k'gv' "qh' vj g" cr r necvqp" hqt" vj g" Cwqtpg{ " Hgg" cy ctf " cpf kq' " Equv' Cy ctf ." vj g" Ugwrgo gpv'cf o kpkutcvqt"uj cm'f c{ "y j cvxgt"co qwpv'vj g'Eqwv'cy ctf u'cpf " pgkj gt "F ghgpf cpw"pqt"vj g"Ugwrgo gpv'cf o kpkutcvqt"uj cm'dg"tgr qpukdrg" hqt"r c{ kpi "vj g'f k'htgpeg" dgy ggp"vj g"co qwpv'tgs wguvgf "cpf "vj g"co qwpv' cy ctf gf 0K'vj g'co qwpv'cy ctf gf "ku'nguu'vj cp'vj g'co qwpv'tgs wguvgf "d{ "Ercuu" Eqwpugn' hqt"vj g"Cwqtpg{ "Hgg"cy ctf "cpf kq' "Equv'Cy ctf ."vj g'f k'htgpeg"uj cm'

dgeqo g"r ctv'qh"vj g"P UC"cpf "dg"cxckrdng"htq" f kntkdwkqp"vq"Rctvlekr cvkpi "Ernuu'O go dgtu0

**3. To the Responsible Tax Authorities.** "Vj g"Ugwrgo gpv"Cf o lpkntcvqt"y kni' r c{"vj g"co qwpv'qh"vj g"Rctvlekr cvkpi "Ernuu'O go dgtu0"r qt vkap"qh"pqto cni' r c{tqmly kj j qrf kpi "czgu'qw'qh'gcej 'r gtuqpa'kpf kxf wcn'Ugwrgo gpv'Uj ctg0 Qw'qh'gcej "kpf kxf wcn'Ugwrgo gpv'Uj ctg-Vq"vj g"Ugwrgo gpv"Cf o lpkntcvqt"uj emi-emiTgur qpukdng" Vcz" Cwj qtkkgtu0' F ghgpf cpwu" y kni' r c{"vj g" F ghgpf cpwu'vj gk"r qt vkap"qh"r c{tqm'czgu'cu'vj g"Ernuu'O go dgtu0"ewt'gpv'qt" hqto gt" go r mq{gt" ugr ctv'g" cpf "kpf cf f kxqp" vq"vj g" I UC" kpenmf kpi "vj g" go r mq{gt'au'r c{o gpv'qh'cr r rdecdng"HEC."HWC."cpf "UMKeqpv'kdwkpqpu." gve0"vq"vj g"cr r tqr tkvg"mecn"ucvg."cpf "hgf gtcn'vz kpi "cwj qtkkgtu0' Vj g" Ugwrgo gpv"Cf o lpkntcvqt"y kni'ecrew'vg"vj g"co qwpv'qh"vj g"Rctvlekr cvkpi "Ernuu'O go dgtu0"cpf "F ghgpf cpwu0'r qt vkap"qh"r c{tqmly kj j qrf kpi "czgu'cpf " hqty ctf "vj qug"co qwpv'vq"vj g"cr r tqr tkvg"vz kpi "cwj qtkkgtu0'F ghgpf cpwu"htq" r c{o gpv'0"

**4. To the Settlement Administrator.** "Vj g"Ugwrgo gpv"Cf o lpkntcvqt"y kni' r c{" vq"kuqhi"Cf o lpkntcvkqp"Equu"\*tgcuaqpcdng"hggu'cpf "gzr gpugu+cr r tqxgf "d{"vj g"Eqwv'pqv"vq"gzeggf " &32.2220'Vj ku"y kni'dg"r ckf "qw"qh"vj g" I tquu" Ugwrgo gpv'Co qwpv'0'ki"vj g"cewen'co qwpv'qh"Cf o lpkntcvkqp"Equu"ku'rguu" vj cp"vj g"co qwpv'guko cvgf "cpf kt"tgs wguvgf . "vj g" f hgt gpeg"uj cni'dgeqo g" r ctv'qh"vj g"P UC"cpf "dg"cxckrdng"htq" f kntkdwkqp"vq"Rctvlekr cvkpi "Ernuu" O go dgtu0

**5. To the LWDA.** Vj g"Ugwrgo gpv"Cf o lpkntcvqt"y kni'cmqecvg"Hqwt"Vj qwucpf " F qmctucpf "\ gtq"Egpw"\*&6.22202+'qh"vj g" I tquu"Ugwrgo gpv'Co qwpv'vq" ucukh{"vj g" RCI C" r gpenkgu" erko " cu" cmgi gf " kpf "vj g" Hktuv" Co gpf gf " Eqo r rckpv0Ugxgpv{/hxxg'r gtegpv\*97' "qt"&5.22202+'qh"vj g"RCI C"Rc{o gpv' uj cni'dg'r ckf "vq"vj g"NY F C."cpf "vy gpv{/hxxg'r gtegpv\*47' "qt"&3.22202+'qh" vj g"RCI C"Rc{o gpv'uj cni'dg'r ctv'qh"vj g"P gv'Ugwrgo gpv'Co qwpv'f kntkdwgf " vq"Rctvlekr cvkpi "Ernuu'O go dgtu0

**6. To Participating Class Members.** Vj g"Ugwrgo gpv"Cf o lpkntcvqt"y kni' r c{" Rctvlekr cvkpi "Ernuu'O go dgtu"ceeqtf kpi "vq"vj g"Kpf kxf wcn'Ugwrgo gpv'Uj ctg" ecrew'v'kpu"ugv'htq"vj "cdqxg0Cm'r c{o gpv'vq"Rctvlekr cvkpi "Ernuu'O go dgtu" uj cni'dg'o cf g'htqo "vj g" S wcn'kxf "Ugwrgo gpv'Hwpf 0

**H. Appointment of Settlement Administrator.** Uqrgn{"htq"vj g" r wtr qugu"qh"vj ku" Ugwrgo gpv'vj g"Rctvku'unr w'v'g"cpf "ci tgg'vj cv'Rj qgpkz "Ugwrgo gpv"Cf o lpkntcvqtu" uj cni'dg'tgvckpgf "vq"ugt'xg"cu"Ugwrgo gpv'Cf o lpkntcvqt0'Vj g"Rctvku'gcej "tgr tgu'gpv' vj cv'vj g{"f q"pqv'j cxg"cp{"hpcpekcn'kpvgt'guv'kpf "Rj qgpkz "Ugwrgo gpv"Cf o lpkntcvqtu" qt'qyj gty kug'j cxg'c'tgr'v'kpu'j kr "y kj "Rj qgpkz "Ugwrgo gpv"Cf o lpkntcvqtu"vj cv'eqwrf " etgcvg"c'eqph'ev'qh'kpvgt'guv'0





b. Rrckpwhh'y kn'ektewrvg"vq" F ghgpf cpwø'Eqwpugn'c" f tch'o qvkap" hqt" r tgrko kpcct { "cr r tqxcn'cpf "qtf gt" vj gtgqp" r tkqt" vq" hkrpi "vj go" y kj" vj g" Eqwt'Ø" Wt qp" tgegkxkpi " cpf " kpeqtr qtcvki " kpr w' hto qo " vj g" F ghgpf cpwø'Eqwpugn' Rrckpwhh'Eqwpugn'y kn'vj gp" hkr'vj cv'ø qvkap" hqt" r tgrko kpcct { "cr r tqxcn'cpf "qtf gt'Ø

"

c. Rrckpwhh'y kn'lo qxg" hqt" cp" qtf gt" eqpf kxkpcm { "egt vkh { kpi "vj g" Ercuu" hqt" ugwgo gpv' r wtr qugu" qpn { . i kxkpi " Rr tgrko kpcct { "Cr r tqxcn'qh'vj g" Ugwgo gpv." ugwkpi " c" f cvg" hqt" vj g" Hkpcn' Cr r tqxcn' j gctkpi . " cpf " cr r tqxkpi "vj g" Ercuu' P qvleg'Ø"

"

d. Rrckpwhh' f tch'qh'vj g' Rr tgrko kpcct { "Cr r tqxcn' Qtf gt" y kn' kpenw' g" c" r tqxkukap" gplqkpi "Ugwgo gpv' Ercuu' Ø go dgtu' hto qo" hkrpi "ercko u" dghqtg" vj g" Ecn' hqt pke" F kxkukap" qh' Ncdqt" Ucpf ctf u" Gphqtego gpv' \*øF NUGö+." qt" hto qo " kpkkcvki " qvj gt" r tqeggf kpi u" tgi ctf kpi " vj g" Tgrgcugf " Erclo u" ci ckpu' vj g' Tgrgcugf " Rct vku' wvki' vj g { "qr v' qw' qh' Ugwgo gpv' Ercuu' Vj ku" r tqxkukap" ku" kpv' gpf gf " vq" r tqxkf g" cm' Ugwgo gpv' Ercuu' Ø go dgtu' vj g' qr r qt wpkv { "vq" r ct vlek' cvg' k' p' qt" qr v' qw' qh' vj g' Ugwgo gpv." cpf " vq" gpuwt' g' hkrckv { "qh' vj g' Ugwgo gpv' cpf " vj g' Tgrgcugf " Erclo u" vq" vj g' hmwgu' g' z vgpv' r gto kwgf " d { "rcy Ø"

e. Cv' vj g' Rr tgrko kpcct { "Cr r tqxcn' j gctkpi . " vj g' Rct vku' y kn' cr r gct. " uwr r qt v' vj g' i tcvki " qh' vj g' o qvkap. " cpf " uwo k' c' r tqr qugf " qtf gt" i tcvki " eqpf kxkpcn' egt vkh' cvkqp" qh' vj g' Ercuu" cpf " Rr tgrko kpcct { " Cr r tqxcn' qh' vj g' Ugwgo gpv' = cr r qkcvki " vj g' Ercuu' Tgr tgu' g' pvcxg. " Ercuu' Eqwpugn' cpf " Ugwgo gpv' Cfo kpkv' cvqt = cr r tqxkpi " vj g' Ercuu' P qvleg = cpf " ugwkpi " vj g' Hkpcn' Cr r tqxcn' j gctkpi Ø

f. Uj qwf "vj g" Eqwt' v' f genkpg" vq" eqpf kxkpcm { "egt vkh { "vj g" Ercuu" qt" vq" Rr tgrko kpcct k { "Cr r tqxg" cm' lo cvgtken' cur geu' qh' vj g" Ugwgo gpv. " vj g" Ugwgo gpv' y kn' dg" pwn' cpf " xqkf . " cpf " vj g" Rct vku' y kn' j cxg" pq" hwt vj gt" qdri cvkpu' w' p' gt" kØ Rr tqxkf gf . " j qy gxgt. " vj cv' vj g' co qwpu' qh' vj g" Cwqtpg { "Hgg" Cy ctf . " Equv' Cy ctf . " Cfo kpkv' cvkqp" Equu. " cpf " Ercuu" Tgr tgu' g' pvcxg" I gp' gtcn' Tgrgcug" Rco gpv' uj cm' dg" f gvgto kpgf " d { "vj g" Eqwt. " cpf " vj g" Eqwt' v' f gvgto kpcvkap" qp" vj g' g' co qwpu' uj cm' dg' hkrck' cpf " d' k' kpi . " cpf " vj cv' vj g' Eqwt' v' cr r tqxcn' qt" f g' pken' qh' cp { " co qwpv" tgs wguvf " hqt" vj g' g' kgo u" ctg" pqv' eqpf kxkpu' qh' vj ku' Ugwgo gpv' Ci tggo gpv. " cpf " ctg' vq" dg' eqpukf gtgf " ugr ctevg' cpf " cr ctv' hto qo " vj g' h' k' p' guu. " tgcupcdngpguu. " cpf " cf gs wce { " qh' vj g" Ugwgo gpv' Cp { " qtf gt" qt" r tqeggf kpi " tgrcvki " vq" cp" cr r necvkap" hqt" vj g" Cwqtpg { " Hgg" Cy ctf . " Equv' Cy ctf . " Cfo kpkv' cvkqp" Equu. " cpf " Ercuu' Tgr tgu' g' pvcxg" I gp' gtcn' Tgrgcug" Rco gpv' uj cm' pqv' qr gtcvg' vq" v' gto kpcvg' qt" ecpegn' vj ku' Ugwgo gpv' Ci tggo gpv' Ø P qj kpi " k' vj ku' Ci tggo gpv' uj cm' rko k' Rrckpwhh' qt" Ercuu' Eqwpugn' cdkv { "vq" cr r gcn' cp { " f gekukap" d { " vj g" Eqwt' v' vq" cy ctf "rguu' vj cp" vj g' tgs wguvf " Cwqtpg { " Hgg" Cy ctf . " Equv' Cy ctf . "

Cf o lpxkvcvqp"Equu."cpf "Ercuu"Tr t gupvcvkg"l gpgtcn"Trgcug"  
Rc{o gpv0

g. Rrcpvhh'uj cm'dg'tgur qpukdn'ht'vj g'vko gn' 'ugt'xleg'cpf "grgevtqple"  
uwo kukqp"qh'vj g'Ugwgo gpv'Ci tggg gpv'cpf 'tgrcvf' h'kpi u'lp'vj g'  
Cevkp0

3. **Notice to Settlement Class Members.** Chgt" vj g" Eqwtv" gpvgtu" ku"  
Rtrko lpc{ 'Cr r tqxcn'Qtf gt."gxt{ 'Ercuu'O go dgt'y knidg'r tqxkf gf 'y kj 'vj g"  
Ercuu'P qvkg'lp'ceeqtf cpeg'y kj 'vj g'hmuy lpi 'r tgegf wtg<

a. **Class Data to Settlement Administrator.** Y kj lp" vgp" \*32+"  
ecrgpf ct" f c{u" chgt" gvt{ "qh" vj g" Rtrko lpc{ "Cr r tqxcn' Qtf gt."  
F ghgpf cpw" uj cm' f gkxgt" vq" vj g" Ugwgo gpv' Cf o lpxkvcvt" cp"  
grgevtqple" f cdcug." y j lej "y kni' rku' hqt" gcej "Ugwgo gpv' Ercuu"  
O go dgt<\*3+"htuv'cpf "rcu'pco g=\*4+"rcu'npqy p"o cklpi "cf f tgu="\*  
5+"rcu'npqy p"vgrj qpg'pwo dgtu=cpf \*6+"uqekn'Ugewtk' 'pwo dgt"  
\*eqngev'gn' "oF cdcugö+0 K' cp{ "qt" cm' qh" vj ku" lphqto cvkp" ku"  
wpcxckrdng" vq" F ghgpf cpw." F ghgpf cpw" y kni' uq" lphqto " Ercuu"  
Eqwpugn'cpf "vj g'Rct'vku'y kni'o cng'vj gk' dgu'ghqtu'vq'tgeqpuvew'  
qt" qj gty kug" ci tgg" wr qp" j qy " vq" f gcn' y kj " vj g" wpcxckrdng"  
lphqto cvkp0' Vj g"Ugwgo gpv' Cf o lpxkvcvt" y kni' eqpf vev' c" unkr "  
vceg'ht'vj g'cf f tgu'qh'cm'htqto gt" go r nq{ gg'Ercuu'O go dgtu'Vj g"  
F cdcug"uj cm'dg'dcugf "qp" F ghgpf cpw'rc{ tqm" r gtuqppgn" cpf "  
qj gt" dwlpguu" tgeqtf u0' Vj g" Ugwgo gpv' Cf o lpxkvcvt" uj cm'  
o clpvk'vj g'F cdcug"cpf "cm'f cv'eqpvkpgf 'y kj lp'vj g'F cdcug"  
cu'r txcvg'cpf "eqphk' gpv'cn'Vj g'Rct'vku'ci tgg'vj g'Ugwgo gpv'Ercuu"  
O go dgtu'eqpcev'lphqto cvkp"cpf "Uqekn'Ugewtk' 'pwo dgtu'y kni'  
dg'wugf "qpn' d{ 'vj g'Ugwgo gpv' Cf o lpxkvcvt' hqt'vj g'uqng'r wtr qug"  
qh'ghgewc'kpi "vj g'Ugwgo gpv'cpf 'y kni'pqv'dg'r tqxkf gf "vq" Ercuu"  
Eqwpugn'cv'cp{ 'vko g'qt'lp'cp{ 'hqt0

b. **Notice Mailing.** Y kj lp" h'nggp" \*37+"ecrgpf ct" f c{u" chgt" gvt{ "qh"  
vj g" Rtrko lpc{ "Cr r tqxcn' Qtf gt." vj g" Ugwgo gpv' Cf o lpxkvcvt"  
y kni'o ckl'vj g'Ercuu'P qvkg'vq'cm'kf gpv'ht'gf 'Ercuu'O go dgtu'xk' h'ku'  
ercuu" tgi wrc" WU' O ckn' wulpi "vj g" o cklpi "cf f tgu" lphqto cvkp"  
r tqxkf gf "d{ 'F ghgpf cpw'cpf 'vj g'tguwmu'qh'vj g'unkr 'vceg'r gthqto gf "  
qp'cm'htqto gt" go r nq{ gg'Ercuu'O go dgtu0

c. **Returned Notices and Re-mailing Efforts.** K'c" Ercuu'P qvkg'ku"  
tgwtpgf "dgecvug'qh'cp' lpeqttgevcf f tguu. 'y kj lp'vj tgg \*5+" dwlpguu"  
f c{u" htqo " tgegr v' qh' vj g" tgwtpgf " P qvkg." vj g" Ugwgo gpv'  
Cf o lpxkvcvt' y kni' eqpf vev'c'ugctej 'hqt'c'o qtg'ewt' gpv'cf f tguu' hqt"  
vj g" Ercuu" O go dgt" cpf "tg/o ckl' vj g" Ercuu" P qvkg' vq" vj g" Ercuu"  
O go dgt0' Vj g" Ugwgo gpv' Cf o lpxkvcvt" y kni' wug' vj g" P cvkpcn'  
Ej cpi g'qh' Cf f tguu' F cdcug'cpf "unkr "vcegu'vq'cwgo r v'vq' h'pf "vj g"

ewttgpv'cf f tguu'Vj g'Ugwrgo gpv'Cf o lpkutcvqt'y kn'dg'tgur qpukdng"  
 hqt"vcnkpi "tgcupcdng"uvgr u"vq"vceg"vj g"o cklpi "cf f tguu"qh"cp{"  
 Ercuu'O go dgt'hqt'y j qo 'c'Ercuu'P qvleg'ku'tgwtpgf 'd{ "WUORqucn'  
 Ugtxleg"cu'wpf grkxgtcdng'Vj g'ug'tgcupcdng"uvgr u'uj cm'kpenwf g."cv'  
 c"o loko wo ." vj g" vcentpi " qh" cm' wpf grkxgtgf " o ckn" r gthqto lpi "  
 cf f tguu" ugctej gu" hqt" cm' o ckn' tgwtpgf " y kj qww' c" hqty ctf lpi "  
 cf f tguu="cpf " r tqo r vq "tg/o cklpi "vq" Ercuu'O go dgtu'hqt"y j qo "  
 pgy "cf f tguugu'ctg'hqwpf'Vj g'Ugwrgo gpv'Cf o lpkutcvqt'ku'wpcdng"  
 vq"mcevg"c"dgwgt"cf f tguu."vj g"Ercuu'P qvleg"uj cm'dg"tg/o ckrf "vq"  
 vj g" qtki kpcn' cf f tguu' " Kk' vj g" Ercuu' P qvleg" ku' tg/o ckrf ." vj g"  
 Ugwrgo gpv'Cf o lpkutcvqt'y kn'pqv'hqt'ku'qy p'tgeqtf u'vj g'f cvg'cpf "  
 cf f tguu'qh'gcej "tg/o cklpi 0

**d. Weekly Status Reports.** Vj g"Ugwrgo gpv' Cf o lpkutcvqt" uj cm'  
 r tqxkf g'c'y ggm{ "ucwu'tgr qt v'vq"vj g"Rctvku'OCu'r ctv'qh'ku'y ggm{ "  
 ucwu" tgr qtv." vj g" Ugwrgo gpv' Cf o lpkutcvqt" y kn' kphqto " Ercuu'  
 Eqwpugn' cpf " F ghgpf cpwø' Eqwpugn' qh' vj g" pwo dgt" qh' P qvlegu"  
 o ckrf ." vj g" pwo dgt" qh' P qvlegu" tgwtpgf " cu' wpf grkxgtcdng." vj g"  
 pwo dgt" qh' P qvlegu"tg/o ckrf ." cpf " vj g" pwo dgt" qh' tgs wguu" hqt"  
 gzenwukp"qt"qdlgev'qpu'tgegkxgf 0

**e. Response Deadline.** Vj g"Ugwrgo gpv'Ercuu'O go dgtu"y kn'j cxg"  
 Ukz v' "82+f c{ u'htqo "vj g'f cvg"qh'vj g'o cklpi "lp"y j lej "vq"qdlgev'vq"  
 vj g"Ugwrgo gpv'qt"vq" r quvo ctn'tgs wguu" hqt" gzenwukp"htqo " vj g"  
 Ugwrgo gpv0

**f. Settlement Administrator's Declaration.** P q'hwgt'vj cp'ugxgp"9+ "  
 ecrpgf ct" f c{ u" chwgt" vj g" Tgur qpug" F gcf rkpq." vj g" Ugwrgo gpv'  
 Cf o lpkutcvqt" y kn' ugtxg" qp" vj g" Rctvku" c" f gerctv'kp" qh' f wg"  
 f kki gpeg"ugw'pi "hqt'v' "ku'eqo r r'kpeg"y kj "ku'qdrki cv'qpu'wpf gt"  
 vj ku" Ci tggo gpv' kpenwf lpi " vj g" pwo dgt" qh' tgs wguu" hqt" gzenwukp"  
 cpf 'qdlgev'qpu'tgegkxgf ." vj g'gunko cvgf "cxgtci g'cpf " j k j " Kpf kxf wcn'  
 Ugwrgo gpv'Uj ctgu"vq"Rctv'kr cv'kpi "Ercuu'O go dgtu."cu'y gni'cu'cp{"  
 qv'gt" cf f k'kpcn' kphqto cv'kp" tgs wguv'f " d{ " vj g" Rctv'ku' Vj g"  
 f gerctv'kp"htqo " vj g"Ugwrgo gpv'Cf o lpkutcvqt"uj cm'cuq'dg'hkrf "  
 y kj "vj g"Eqwv'd{ "Ercuu'Eqwpugn'pq"rcvgt"vj cp"v'gp"32+"ecrpgf ct"  
 f c{ u'dghqtg'vj g'Hkpcn'Cr r tqxcn'j gctkpi 0Dghqtg'vj g'Hkpcn'Cr r tqxcn'  
 j gctkpi ." vj g" Ugwrgo gpv' Cf o lpkutcvqt" y kn' uwr r ngo gpv' ku"  
 f gerctv'kp"qh'f wg"f kki gpeg"kh"cp{ "o cvgtkn'ej cpi gu'qeev'htqo "  
 vj g" f cvg" qh' vj g" h'kpi " qh' ku" r tkqt" f gerctv'kp' Vj g" Ugwrgo gpv'  
 Cf o lpkutcvqt'y kn'r tqxkf g'cp{ "cf f k'kpcn'f gerctv'qpu'pggf gf "hqt"  
 vj g'Eqwv'cr r tqxcn'cpf "f kudwtugo gpv'qh'vj g'Ugwrgo gpv0

**4. Objections to Settlement.**"Vj g"Ercuu'P qvleg"y kn'r tqxkf g"vj cv'vj g"Ercuu'  
 O go dgtu'y j q'y kuj "vq"qdlgev'vq"vj g"Ugwrgo gpv0 wuv'f q'ua'lp'y tkkpi ."uki pgf ."  
 f cvgf ."cpf "o ckrf "vq"vj g"Ugwrgo gpv'Cf o lpkutcvqt'r quvo ctn'gf "pq"rcvgt"vj cp"

vj g'Tgur qpug'F gcf rkp0'Vj g'vko ghtco g'vq'uwdo k'cp'qdlgevqpp'y kn'pqv'dg' kpetgcugf 'hqt'tgwtpgf 'o cklpi u0

a. **Format.** Cp{ 'Qdlgevqppu'uj cmlucv<\*c+'vj g'qdlgevqpi 'r gtuqpa'hwmi pco g."cftguu."cpf "vgrj qpg"pwo dgt=\*d+'vj g'y qtf u'δP qvleg"qh' Qdlgevqppö" qt" õHqto cni' Qdlgevqpp=ö" \*e+" f guetkdg." kp" ergct" cpf " eqpekug" vgtu u." vj g" rgi cni' cpf " hcewen' cti wo gpv" uwr r qtkpi " vj g" qdlgevqpp=\*f +'kuv'kf gpvkh{ kpi "y kpguu\*gu+'vj g'qdlgevqt" o c{ "ecm'vq" vguvkh{ "cv'vj g'Hkpcn'Cr r tqxcn'j gctkpi =cpf " \*g+'r tqxkf g" vwg" cpf " eqttgeveqr kgu'qh'cp{ "gzj kdk\*u+'vj g'qdlgevqt" kpvgpf u'vq'qh'gt "cv'vj g" Hkpcn'Cr r tqxcn'j gctkpi 0

b. **Notice of Intent to Appear.** Ercuu'O go dgtu'y j q'vko gn{ 'hrg'xcrkf " qdlgevqppu" vq" vj g" Ugwrgo gpv' o c{ " \*vj qwi j " ctg" pqv' tgs wktgf " vq+" cr r gct "cv'vj g'Hkpcn'Cr r tqxcn'J gctkpi ."gkj gt'kp'r gtuqpp'qt" vj tqwi j " vj g'qdlgevqt'qy p'eqwpugn'r tqxkf gf "vj g'qdlgevqt" j cu'htuv'pqvkhgf " vj g'Ugwrgo gpv' Cf o kpkmtcvqt" d{ 'ugpf kpi " j kulj gt" y tkwgp'qdlgevqppu" vq" vj g" Ugwrgo gpv' Cf o kpkmtcvqt." r quwo ctngf " pq" r vgt" vj cp" vj g" Tgur qpug'F gcf rkp0

5. **Request for Exclusion from the Settlement (“Opt-Out”).** Vj g' Ercuu' P qvleg"y kn'r tqxkf g"vj cv'Ercuu'O go dgtu'y j q"y kuj "vq"gzemf g"vj go ugrkgu' htqo "vj g"Ugwrgo gpv' o wuv' o ckl'vq" vj g"Ugwrgo gpv' Cf o kpkmtcvqt" c"y tkwgp" tgs wguv' hqt "gzemvukpp0'Vj g'y tkwgp" tgs wguv' hqt "gzemvukpp" o wuv<\*c+'ucv'vj g' Ercuu' O go dgt' ai" pco g."cftguu." vgrj qpg" pwo dgt." cpf " uqekcn' ugewtkf{ " pwo dgt" qt" go r m{ gg'kf gpv' hlec'vqpp" pwo dgt=\*d+'ucv'vj g' Ercuu' O go dgt' ai" kpv'vqpp" vq"gzemf g"vj go ugrkgu' htqo "qt"qr v'qww'qh'vj g'Ugwrgo gpv=\*e+'dg" cftguugf " vq" vj g" Ugwrgo gpv' Cf o kpkmtcvqt=\*f +'dg" uki pgf " d{ " vj g' Ercuu' O go dgt" qt" j ku'qt" j gt" rcy hwn'tgr tgu'gv'v'v'g=cpf " \*g+'dg" r quwo ctngf " pq" r vgt" vj cp" vj g' Tgur qpug'F gcf rkp0

a. **Confirmation of Authenticity.** Kf'vj gtg"ku" c"s wguv'qpp" cdqw" vj g" cwj gpv'kv{ " qh' c" uki pgf " tgs wguv' hqt" gzemvukpp." vj g" Ugwrgo gpv' Cf o kpkmtcvqt" o c{ " fgo cpf " cftk'kqpcn' r tqqh" qh" vj g" Ercuu' O go dgt' ai" kf gpv'v{ 0' Cp{ " Ercuu' O go dgt" y j q" tgwtpu" c" vko gn{ ." xcrkf ."cpf "gzgewgf "tgs wguv' hqt" gzemvukpp"y kn'pqv'r ctv'ekr cvg'kp"qt" dg"dqwpf "d{ "vj g'Ugwrgo gpv'cpf "uwdugs wgpv'lwf i o gpv'cpf "y kn'pqv' tgegkxg" cp" Kpf k'kf wcn' Ugwrgo gpv' Uj ctg0 C" Ercuu' O go dgt" y j q" f qgu"pqv'eqo r r'v'g" cpf " o ckl'c" vko gn{ "tgs wguv' hqt" gzemvukpp"y kn' cwqo cv'ecm{ " dg" kpenf gf " kp" vj g" Ugwrgo gpv." y kn' tgegkxg" cp" Kpf k'kf wcn' Ugwrgo gpv' Uj ctg." cpf " dg" dqwpf " d{ " cm' vgtu u" cpf " eqpf k'k'qpu'qh'vj g'Ugwrgo gpv." kh'vj g'Ugwrgo gpv'ku'cr r tqxgf "d{ "vj g' Eqwtv."cpf "d{ "vj g'uwdugs wgpv'lwf i o gpv."tgi ctf nguu'qh'y j gvj gt" j g" qt"uj g" j cu'qdlgevqf "vq" vj g'Ugwrgo gpv0

b. **Report.** P q'rcvgt'vj cp'ugxgp \*9+'ecrgpf ct'f c { u'chngt'vj g'Tgur qpug' F gcf rkpqg."vj g"Ugwrgo gpv' Cf o kpkntcvqt'y kni'r tqxkf g"vj g'Rctvkgu" y kj "c'eqo r rvg'cpf'ceewtcvg'ceeqwpvki "qh'vj g'pwo dgt'qh'P qvkgu" o ckrf "vq" Ugwrgo gpv' Ercuu" O go dgtu."vj g" pwo dgt"qh' P qvkgu" tgwtpgf "cu" wpf grkxgtcdrg."vj g" pwo dgt"qh' P qvkgu"tg/o ckrf "vq" Ugwrgo gpv' Ercuu" O go dgtu."vj g" pwo dgt"qh' tg/o ckrf " P qvkgu" tgwtpgf "cu" wpf grkxgtcdrg."vj g" pwo dgt"qh' Ugwrgo gpv' Ercuu" O go dgtu"y j q" qdlgevfg "vq" vj g"Ugwrgo gpv' cpf "eqr kgu"qh" vj gkt" uwdo kwgf "qdlgevkpu."vj g"pwo dgt"qh'Ugwrgo gpv'Ercuu"O go dgtu" y j q"tgwtpgf "xcnkf " tgs wguu" hqt" gzenwukqp."cpf "vj g" pwo dgt"qh' Ugwrgo gpv' Ercuu" O go dgtu"y j q" tgwtpgf "kpxcnk" tgs wguu" hqt" gzenwukqp0Vj ku'tgr qt'v'ecp"dg"kp"vj g" hqt o "qh" c" f gerctcvkp"d { "vj g" Ugwrgo gpv' Cf o kpkntcvqt"vq"dg" hkrf "y kj "Rrckpwhu" o qvqp" hqt" hpcn'cr r tqxcn0

6. **No Solicitation of Objection or Requests for Exclusion.** P gkj gt"vj g" Rctvkgu" pqt"vj gkt" tgur gevkg" eqwpugn'y kni' uqrk' qt" qv gty kug" gpeqwtci g" f kgev { "qt' kpf kgev { "cp { "Ercuu" O go dgt "vq" qdlgev"vq"vj g"Ugwrgo gpv. tgs wguu" gzenwukqp" hqt o "vj g"Ugwrgo gpv."qt' cr r gcn' hqt o "vj g" Lwf i o gpv0

7. **Defendants' Option to Void Settlement.** F ghgpf cpw" o c { " xqkf " vj g" Ugwrgo gpv' kh' vj g" pwo dgt"qh' tgs wguu" hqt" gzenwukqp" gzeeggf u" vgp" r gtegpv' \*32' + "qh' vj g" Ugwrgo gpv' Ercuu" O qy gxtg. "F ghgpf cpw' u'j cni' pqv' dg' tgs wktgf " vq" xqkf " vj g" Ugwrgo gpv' F ghgpf cpw' ci tgg" vq" pqvkh' " Ercuu" Eqwpugn' qh' cp { " uwej " f gekukp" pq" rvgt " vj cp" hqt vggp" \*36+' ecrgpf ct' f c { u' hqmjy kpi " vj g" Tgur qpug' F gcf rkpqg0

8. **Motion for Final Approval.**

a. **Motion Drafting and Filing.** Ercuu" Eqwpugn' y kni' f tch' cpf " hkrf " wpr r qugf " o qvqpu" cpf " o go qtepf wo u" kp" uwr r qt v' vj g' tgh' hqt" Hpcn' Cr r tqxcn' qh' vj g" Ugwrgo gpv' cpf " vj g" hqmjy kpi " r c { o gpw' kp" ceeqtf " y kj " vj g" vgt o u" qh' vj g" Ugwrgo gpv' \*3+ " vj g" Cwqtpg { " Hgg" Cy ctf = \*4+ " vj g" Equv' Cy ctf = \*5+ " Cf o kpkntcvkg" Equu = \*6+ " vj g" Ercuu" Tgr tgu' pvcxg" I gpgtcn' Tgrgcug" Rc { o gpv' = cpf " \*7+ " RCI C " Rc { o gpv' Ercuu" Eqwpugn' y kni' cnuq " o qxg" vj g" Eqwv' hqt " cp" qtf gt " qh' Hpcn' Cr r tqxcn' " cpf " cuuqekvfg " gpv { " qh' Lwf i o gpv' + tgrgcukpi " cpf " dctlkpi " cp { " Tgrgcugf " Ercu o u" qh' vj g" Ercuu" O go dgtu" y j q" f q" pqv' qr v' qw' qh' vj g" Ugwrgo gpv'0

b. **Final Approval Not Granted.** Ki' vj g" Eqwv' f qgu' pqv' i tcpv' Hpcn' Cr r tqxcn' qh' vj g" Ugwrgo gpv. "qt' kh' vj g" Eqwv' u' Hpcn' Cr r tqxcn' qh' vj g" Ugwrgo gpv' ku" txxgtugf. " xcecvfg. " qt" o cvgtkcm { " o qf kkrf " qp" cr r gncv' txxlgy. " vj gp' vj ku' Ugwrgo gpv' y kni' dgeqo g' pwn' cpf " xqkf O' Ki' vj cv' qeewtu. " vj g" Rctvkgu" y kni' j cxg' pq' hwt vj gt " qdri c vqpu' wpf gt " vj g" Ugwrgo gpv. kpenf kpi " cp { " qdri c vqpu' d { " F ghgpf cpw' v' r c { " vj g"

I tquu"Ugwrgo gpv"Co qwpv"qt"cp{ "co qwpv"vj cv"qvj gty kug"y qwf " j cxg"dgpp"qy gf "wvf gt"vj ku"Ci tgggo gpv"Ohtv"j gt."uj qwf "vj ku"qewt." vj g" Rctvku" ci tgg" vj g{ " uj cm" dg" gs wcm{ " tgur qpukdg" hqt" vj g" Ugwrgo gpv" Cf o kpkutcvqt" Cf o kpkutcvqp" Equu" vj tqwi j " vj cv" f cvg"O' Cp"cy ctf "d{ "vj g"Eqwtv"qh"e"nguugt"co qwpv"vj cp"uqwi j v'd{ " Rrckpvkh"cpf "Ernu"Eqwpugn"ht"vj g"Ernu"Trt gugpv"vkg"i gpgtcr" Tgrgcug"Rc{ o gpv."Cwqtpg{ "Hgg"Cy ctf ."qt"Equv"Cy ctf ."y kn'pqv' eqpukwvg" c"o cvgtkcn'o qf kkecvqp" v"vj g"Ugwrgo gpv"y kj kp"vj g" o gcpkpi "qh'vj ku'r ctc i tcr j 0

**c. Final Approval Order and Judgment.** Wt qp"Hkpcn'Cr r tqxcn'qh" vj g"Ugwrgo gpv."vj g"Rctvku"uj cm'r tgugpv"v"vj g"Eqwtv"e"r tqr qugf " Hkpcn'Cr r tqxcn'Qtf gt."cr r tqxkpi "qh'vj g"Ugwrgo gpv"cpf "gpvgtkpi " Lwf i o gpv"kp"ceeqtf cpeg"vj gtgy kj O'Chgt"gpv{ "qh'Lwf i o gpv."vj g" Eqwtv" uj cm" j cxg" eqpvkpwpi " lwtkuf levqp" qxgt" vj g" Cevkqp" hqt" r vtr qugu" qh" \*3+" gphqtelkpi " vj ku" Ugwrgo gpv" Ci tgggo gpv" \*4+" cff tguukpi "ugwrgo gpv"cf o kpkutcvqp"o cvgtu."cpf " \*5+" cff tguukpi " uwej "r quvLwf i o gpv"o cvgtu"cu"o c{ "dg"cr r tqr tkcv"wpf gt "Eqwtv" twgu"cpf "cr r rkecdrg"rcy O'Rtkqt"v"htkpi "vj g"Hkpcn'Cr r tqxcn'Qtf gt" cpf "Lwf i o gpv."Ernu"Eqwpugn'y kn'ektewrvg" k'v"q" Fghgpfc pu"ht" tglky "cpf "cr r tqxcn0

**9. Waiver of Right to Appeal.** Rtqxkf gf "vj cv'vj g"Lwf i o gpv"ku'eqpukwgpv'y kj " vj g"vgo u"cpf "eqpf kkpqu"qh'vj ku"Ci tgggo gpv."kh"Ugwrgo gpv"Ernu"O go dgtu" f q'pqv'vko gn{ "qdlgev"v"vj g"Ugwrgo gpv."vj gp"vj g"Rctvku"cpf "vj gk"tgur gevkg" eqwpugn'y ckxg"cp{ "cpf "cm'tki j w"v"q"cr r gcn'htqo "vj g"Lwf i o gpv."kpenmf kpi ." dw'pqv'vko kgf "vq."cm'tki j w"v"q"cp{ "r quvLwf i o gpv"r tqeggf kpi "cpf "cr r gmv" r tqeggf kpi ."uwej "cu" c"o qvqp"v" xcecv"qt "ugv"culf g"lwf i o gpv."cpf "cp{ " gzvcqtf kpc{ "y tkv"cpf "vj g"Lwf i o gpv"y kn'dgeqo g"pqv/cr r gcrdr"cv'vj g" vko g'k'ku"gpvgtgf O'Vj g'y ckxgt"qh"cr r gcn'f qgu"pqv'kpenmf g"cp{ "y ckxgt"qh'vj g" tki j v' v" q" qr r qug" cp{ " cr r gcn" cr r gmv" r tqeggf kpi ." qt" r quvLwf i o gpv" r tqeggf kpi 0

**10. Vacating, Reversing, or Modifying Judgment on Appeal.** Kk "chgt" c" pqvkg"qh"cr r gcn"vj g"tgxky kpi "eqwtv"xcecvgu."tgxgtugu."qt" o qf kkgu"vj g" Lwf i o gpv"uwej "vj cv'vj gtg"ku"e"o cvgtkcn'o qf kkecvqp"v"vj g"Ugwrgo gpv."cpf " vj cv'eqwtv"v" f gekukp"ku"pqv'eqo r rvgn{ "tgxgtugf "cpf "vj g"Lwf i o gpv"ku"pqv' hwm{ "chh"to gf "qp"tgxky "d{ "c"j ki j gt"eqwtv"vj gp"vj ku"Ugwrgo gpv"y kn'dgeqo g" pwn'cpf "xqkf "cpf "vj g"Rctvku"y kn'j cxg"pq"htv"j gt"qdrki cvkpu"wpf gt "k'OC" o cvgtkcn'o qf kkecvqp"y qwf "kpenmf g."dw'pqv'pgeguuctk{ "dg"vko kgf "vq."cp{ " cngtcvkp"qh'vj g"i tquu"Ugwrgo gpv"Co qwpv."cp" cngtcvkp"kp"vj g"ecrwrkvp" qh'vj g" Pgv"Ugwrgo gpv"Co qwpv."cpf "cp{ "ej cpi g"v"vj g"ecrwrkvp"qh'vj g" kpf kxkf wcn"Ugwrgo gpv"Uj ctg0

**11. Disbursement of Settlement Shares and Payments.** "Uwdlgev"v"vj g"Eqwtv" hpcmf " cr r tqxkpi " vj g" Ugwrgo gpv." vj g" Ugwrgo gpv" Cf o kpkutcvqt" uj cm'

f kntkdwg"hwf u'r wtuwcpv"v"j g"vgo u'qh"j ku"ci tggg gpv"cpf "j g"Eqwtv" Hkpcn'Cr r tqxcn'Qtf gt"cpf "Lxf i o gpv'Vj g"o czko wo "co qwpv'F ghgpf cpw" ecp"dg"tgs vkt gf "v"r c {"wfp gt"j ku"Ugwgo gpv'hqt"cp {"r wtr qug'ku"j g"i tquu" Ugwgo gpv'Co qwpv'Rrckp'hh'uj cm'dg"tgr qpukdng"ht"cp {"cwqtpg {"u'ngpu" tgrcvgf "v"j ku"Cevkqp"qt"j g"O czko wo "Ugwgo gpv'Co qwpv'Vj g"Ugwgo gpv' Cf o kpkntcvqt"uj cm'nggr "F ghgpf cpw'Eqwpugn'cpf "Erui"Eqwpugn'cr r tkugf " qh'cm'f kntkdwkqpu"htqo "j g"i tquu"Ugwgo gpv'Co qwpv'Vj g"Ugwgo gpv' Cf o kpkntcvqt"uj cm'tgr qpf "v"s wguvqpu"htqo "F ghgpf cpw'Eqwpugn'cpf " Erui" Eqwpugn' P q" r gtuqp" uj cm' j cxg" cp {" ercko " ci ckpu" F ghgpf cpw." F ghgpf cpw' Eqwpugn" Rrckp'hh" Erui" Eqwpugn" qt" j g" Ugwgo gpv' Cf o kpkntcvqt"dcugf "qp"j g'f kntkdwkqpu"cpf "r c {"o gpw'o cf g'kp"ceeqtf cpeg" y kj "j ku"ci tggg gpv'o

a. **Funding the Settlement:** "F ghgpf cpw"uj cm'y ktg"v"j g"Ugwgo gpv' Cf o kpkntcvqt"j g"i tquu"Ugwgo gpv'Co qwpv'cpf "go r m { gt/ukf g" r c {"tqm'vzgu"y kj kp"vgo"\*32+"ecrgpf ct"fc {"u'qh"j g"Chgevkxg"Hkpcn' Ugwgo gpv'F cvgo

b. **Disbursement** <Y kj kp"vgo"\*32+"ecrgpf ct"fc {"u'chgt"tgegr v'qh"j g" Ugwgo gpv'hwf u'htqo "F ghgpf cpw."j g"Ugwgo gpv'Cf o kpkntcvqt" uj cm'f kudwtug< \*3+" j g" P gv" Ugwgo gpv' Co qwpv' v" dg" r ckf " v" Rctvkr cvkpi "Erui"O go dgtu="\*4+"j g"Cwqtpg {"Hgg"Cy ctf "cpf " Equv"Cy ctf "v"Erui"Eqwpugn'ht"cwqtpg {"u'hgg"cpf "equu."cu' cr r tqxgf " d {" j g" Eqwtv=" \*5+" j g" Erui" Tgr tgugpvcvkg" I gpgten' Tgrgcug"Rc {"o gpv'r ckf "v"j g"Erui" Tgr tgugpvcvkg."cu'cr r tqxgf "d {" j g"Eqwtv="\*6+"j g"Cf o kpkntcvkp"Equu."cu'cr r tqxgf "d {" j g"Eqwtv=" \*7+"j g"RCI C"Rc {"o gpv'v"j g"NY F C"cpf "v"Rctvkr cvkpi "Erui" O go dgtu."cu'cr r tqxgf "d {" j g"Eqwtv="cpf "\*"8+"F ghgpf cpw'v'qt v'kp" qh"r c {"tqm'vzgu"cu' j g" Ugwgo gpv' Erui"O go dgtu'ewttgpv' qt" htqo gt"go r m { gt'o

12. **Uncashed Checks.** "Rctvkr cvkpi "Erui"O go dgtu'o wu'ecuj "qt" f gr qukv"j gk" kpf kxk wcn'Ugwgo gpv'Uj ctg"ej gemu"y kj kp"qpg"j wfp tgf "cpf "gk j v {"\*3: 2+" ecrgpf ct"fc {"u'chgt"j g"ej gemu"ctg"o ckrgf "v"j go O'Ki"cp {"ej gemu"ctg"pqv' tgf ggo gf "qt" f gr qukv"y kj kp"pkpgv {"\*2+"ecrgpf ct"fc {"u'chgt"o cktpi ."j g" Ugwgo gpv'Cf o kpkntcvqt"y km'ugpf "c"tgo kpf gt" r quectf "kpf kcvkpi "j cv' wpruu"j g"ej gemu"ku"tgf ggo gf "qt" f gr qukv"kp"j g"pgzv'pkpgv {"\*2+"fc {"u."kv' y km'gzi ktg"cpf "dgeqo g'pqp/pgi qvcdng."cpf "qhgt"v"tgr nreg"j g"ej gemu"kh'k' y cu'mquv'qt"o kur nregf O'Ki"cp {"ej gemu"tgo ckp'wpecuj gf "qt"pqv'f gr qukv"gd {" j g"gzr ktv'kp"qh"j g"; 2/f c {"r gkqf "chgt"o cktpi "j g"tgo kpf gt"pqv'eg."j g" Ugwgo gpv'Cf o kpkntcvqt"y km'y kj kp"v'q'j wfp tgf "\*"422+"ecrgpf ct"fc {"u'chgt" j g"ej gemu"ctg"o ckrgf ."ecpegn'j g"ej gemu"0"Cm'hwf u"cuuqekcvgf "y kj "j g" kpf kxk wcn'Ugwgo gpv'Uj ctg"ej gemu"tgwtpgf "cu"wpf gixgtcdng"cpf "hwf u" cuuqekcvgf "y kj "j qug" kpf kxk wcn'Ugwgo gpv'Uj ctg"ej gemu"tgo cktpi "wp/ ecuj gf ."uj cm'dg" f kntkdwgf "d {" j g"Ugwgo gpv'Cf o kpkntcvqt."v"Ngj cni'ckf " cv'Y qtn'o

"  
**13. Final Report by Settlement Administrator.** Y kj kp'vgr\*32+dwukpgu'f c{u"  
chgt'vj g'f kudwtugo gpv'qh'cmihw'pf u.'vj g'Ugwrgo gpv'cf o kpkutcvqt'y kn'ugtxg"  
qp'vj g'Rctvku'c'f genctevkqp'r tqxkf kpi "c'hkpcntgr qtv'qp'vj g'f kudwtugo gpw'qh'  
cmihw'pf u0

**14. Defendants' Legal Fees.** F ghgpf cpw'ctg'tgur qpukdrg'hqt'r c{ kpi "hqt'cmi'qh"  
F ghgpf cpw'ø'qy p'ngi cni'hggg."equu."cpf "gZR gpugu"kpewt'gf "kp"vj ku'Cevkqp"  
qwu'kf g'qh'vj g'T tquu'Ugwrgo gpv'Hw'pf 0

**K. Release of Claims.** Cu'qh'vj g'Ghge'v'x'g'Hkpcn'Ugwrgo gpv'F cvg.'Ernuu'O go dgtu'y j q"  
f q'pqv'u'wdo k'c'vko gn{ "cpf "xcrkf "tgs wguv'hqt'gzenukqp'tgrgcug'vj g'Tgrgcugf "Rctvku"  
htqo "vj g" Tgrgcugf "Erko u0 Rctvku'k'cvkpi "Ernuu" O go dgtu" ci tgg" pqv' vq" uwg" qt"  
qvj gty kug'o cng'c'erko 'kp'cp{ 'hqtwo "ci ckpu'cp{ 'qh'vj g'Tgrgcugf "Rctvku'hqt'cp{ "qh"  
vj g'Tgrgcugf "Erko u0

**L. Plaintiff's Release of Claims and General Release.** Cu'qh'vj g'Ghge'v'x'g"Hkpcn'  
Ugwrgo gpv'F cvg."cpf "kp" gzej cpi g'hqt"vj g"Ernuu" Tgr t'gugp'v'x'g" I gp'g'cni' Tgrgcug"  
Rc{ o gpv'v'q'vj g'pco gf "Rckp'v'hh'kp'cp'co qwpv'pqv'v'q'gzeggf "Hk'g" Vj qwucpf "F qmctu"  
\*&.222022+"Rckp'v'hh'uj cmi' k'g'vj g'hqmqy kpi "i gp'g'cni'tgrgcug'qh'erko u'hqt"j gtugrh"  
cpf "j gt" t'gur ge'v'x'g" ur qwug." j gktu." uweegu'qtu" cpf "cu'ki pu." hqt'gxgt" tgrgcug" vj g"  
Tgrgcugf " Rctvku" htqo " cp{ " cpf " cmi' ej cti gu." eqo r'ckp'v." erko u." r'cdk'k'k'g'u."  
qdrki cvk'p'u." r tqo kugu." ci tggg gpw." eqpvt'qxgtukgu." f co ci gu." cev'k'p'u." ecw'gu" qh"  
cev'k'p." uwku." tki j w." f go cpf u." equu." iqu'gu." f gdu." r gpc'v'ku" cpf "gZR gpugu'qh'cp{ "  
pcwtg'y j cu'q'x'gt." htqo "vj g'dgi k'p'k'pi "qh'vko g'vj tqw'j "vj g'f cvg'qh'j gt'uki pcwtg'qp"  
vj ku" Ci tggg gpv." npqy p"qt" w'p'npqy p." u'w'ur ge'v'f "qt" w'p'w'ur ge'v'f ." y j gvj gt" kp"v'qt'v."  
eqpvt'cev." gs v'k'f . "qt" qvj gty kug." hqt" x'k'q'v'k'p'qh'cp{ "hgf g'cni' u'cv'g" qt" m'q'ecni' u'cv'w'g."  
tw'g." qtf k'p'c'peg" qt' t'gi w'v'k'p." k'p'ev'f k'pi "dw'v'pqv'v'ko k'gf "v'q' cmi'erko u'ct'k'k'pi "q'w'qh"  
dcugf "w' qp." qt" t'gr'v'k'pi "v'q" j gt" go r' m'f{ o gpv'y kj "F ghgpf cpw'ctg'vj g'tgo w'p'g'cv'k'p"  
hqt." qt'v'gto k'p'cv'k'p'qh' u'wej "go r' m'f{ o gpv'v'k'p'v'hh'u" Tgrgcug'qh'Erko u'cnu'q' k'p'ev'f gu"  
c'y clx'gt'qh'Ecni'ht'p'k'Ek'ki'Eqf g'uge'v'k'p'3764." y j kej "r tqxkf gu'cu'hqmqy u"

**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.**

"  
Vj ku'tgrgcug'gzemf gu'cp{ 'tgrgcug'qh'cp{ 'erko u'pqv'r gto kwgf "v'q'dg'tgrgcugf "d{ 'rcy "  
cpf "cp{ "cpf "cmi'erko u'wdlgev'v'q'vj g'ugr ctcv'g'ugwrgo gpv'ci tggg gpv'cpf "tgrgcug'qh"  
Rckp'v'hh'u" k'p'k'k'f w'cni' erko u0 Vj ku" tgrgcug' cnu'q' gzemf gu" Rckp'v'hh'u" erko u" cpf "  
r tc{ gtu'hqt" t'gr'gh" u'wgo o kpi "htqo "vj g'gz'g'ek'ug" qh'j gt" tki j w" w'p'f gt" Ncdqt" Eqf g"  
uge'v'k'p'u" 3252." 3253." cpf " 3255." y j kej " ctg" u'wdlgev" v'q" c" ugr ctcv'g" eq'p'k'f gp'v'cni'  
ugwrgo gpv'ci tggg gpv'dgy ggp' Rckp'v'hh'cpf "vj g'F ghgpf cpw'0"



**M. Miscellaneous Terms**

- 1. No Admission of Liability.** F ghgpf cpw'o cng"pq"cf o kuukqp"qh'rkcdkxv "qt" y tqpi f qkpi " d{ " xktwg" qh' gpvgtkpi " kvq" vj ku" Ci tgggo gpv' Cf f kkkpccm{ ." F ghgpf cpw" tgugtxg" vj g" tki j v' vq" eqpvuv" cp{ " kuuvgu" tgrcvkpi " vq" ercuu" egt vkkcvkqp"cpf 'rkcdkxv' 'kh'vj g'Ugwrgo gpvku'pqv'cr r tqxgf OF ghgpf cpw" f gp{ " vj cv'vj g{ 'j cxg"gpv ci gf 'kp"cp{ "wprcy hwn'cevkxv{ ."j cxg'hckrgf "vq"eqo r n{ 'y kj " vj g'rcy 'kp"cp{ 'tgur gev.'j cxg'cp{ 'rkcdkxv' 'vq'cp{ qpg'wvf gt 'vj g'ercko u'cuugt vgf " kp"vj g"Cevkqp."qt"vj cv'dw'hqt"vj g'Ugwrgo gpv."c"Erccu"uj qwf "dg"egt vkhgf "kp" vj g" Cevkqp' Vj ku" Ci tgggo gpv' ku" gpvgtgf " kvq" uqrgn{ " hqt" vj g" r wtr qug" qh' eqo r tqo kukpi " j ki j n{ " f kur wgf " ercko u0' P qv kpi " kp" vj ku" Ci tgggo gpv' ku" kvpgf gf "qt"y kn'dg"eqpwt vgf "cu"cp"cf o kuukqp"d{ "F ghgpf cpw"qh'rkcdkxv "qt" y tqpi f qkpi 'Vj ku'Ugwrgo gpv'cpf 'Rrckp'vhh'cpf 'F ghgpf cpw'v'v' kkkpi pguu"vq" ugwr"vj g"Cevkqp"y kn'j cxg"pq"dgctkpi "qp."cpf "y kn'pqv"dg"cf o kuukrg"kp" eqppgevkv"y kj ."cp{ "rkki cvkqp"\*qvj gt "vj cp"uqrgn{ "kp"eqppgevkv"y kj "vj ku" Ugwrgo gpv'0
- 2. No Effect on Employee Benefits.**" Vj g" Erccu" Tgr tgugpvkxg" I gpgtcn' Tgrgcug"Rc{ o gpv'cpf lqt "kpf kxk wcn'Ugwrgo gpv'Uj ctgu'r ckf "vq"Rrckp'vhh'cpf " Rctvckr cvkpi " Erccu" O go dgtu" uj cm' pqv' dg" f ggo gf " vq" dg" r gpukpcdrng" gctkpi u'cpf "uj cm'pqv'j cxg"cp{ "ghgev"qp"vj g"grki kdkxv{ "hqt. "qt"ecrcwrcvkv" qh"cp{ "qh"vj g" go r m{ gg" dgpghku"\*e.g.."xcecvkqp."j qrk c{ "r c{ ."tgvt go gpv' r rcpu."gve0"qh'Rrckp'vhh'qt" vj g"Rctvckr cvkpi "Erccu"O go dgtu' Vj g"Rctvku" ci tgg" vj cv' cp{ " Erccu" Tgr tgugpvkxg" I gpgtcn' Tgrgcug" Rc{ o gpv' cpf lqt " kpf kxk wcn'Ugwrgo gpv' Uj ctg" r ckf " vq" Rrckp'vhh' qt" vj g" Rctvckr cvkpi " Erccu" O go dgtu" wvf gt " vj g" vgtu u" qh' vj ku" Ci tgggo gpv' f q" pqv' tgr tgugpv' cp{ " o qf hkecvkqp" qh' Rrckp'vhh' qt" Rctvckr cvkpi " Erccu" O go dgtu0' r tgxkvwun{ " etgf kvgf "j qwtu"qh"ugt xleg"qt"qvj gt "grki kdkxv{ "etkvgtc" wvf gt "cp{ " go r m{ gg" r gpukqp" dgpghk' r rcp" qt" go r m{ gg" y grhctg" dgpghk' r rcp" ur qpuqtgf " d{ " F ghgpf cpw'0Hwt vj gt."cp{ "Erccu" Tgr tgugpvkxg" I gpgtcn' Tgrgcug" Rc{ o gpv' uj cm' pqv' dg" eqpukf gtgf " oeqo r gpucvkvpo" kp" cp{ " { gct" hqt" r wtr qugu" qh' f gvto kpkpi "grki kdkxv{ "hqt. "qt" dgpghk' ceet wcn' y kj kp. "cp" go r m{ gg" r gpukqp" dgpghk' r rcp" qt" go r m{ gg" y grhctg" dgpghk' r rcp" ur qpuqtgf "d{ " F ghgpf cpw'0
- 3. Publicity.** Rrckp'vhh'cpf 'Erccu'Eqwpugn'ci tgg'vj cv'vj g'vgtu u'qh'vj ku'Ugwrgo gpv' \*kpenw' kpi "dw'pqv' rko kvgf "vq"vj g" I UC+."vj g" pgi qvkvkpu"rgcf kpi "vq"vj ku" Ugwrgo gpv." cpf " cm' f qewo gpv" tgrcvgf " vq" vj g" Ugwrgo gpv." uj cm' pqv' dg" f kvewugf "y kj ." r wdrck gf ."qt" r tqo qvgf "vq" vj g" r wdrck" r tkqt "vq" vj g" Eqwtv' r tgrko kpcnk{ "cr r tqxkpi "vj ku'Ugwrgo gpv."gzegr v'cu'pgeguuct { "vq" gphqteg"vj g" vgtu u'qh'vj g'Ugwrgo gpv'0P qv' kj ucpf kpi "vj g'hqtgi qkpi ."Rrckp'vhh'cpf 'Erccu' Eqwpugn'o c{ "vgn'vj g' r wdrck "kp" i gpgtcn'qpn{ "vj cv'egt vkv"ercko u'oj cxg"dggp" tguqrgf "d{ "vj g' r ctvku0' Vj ku' f qgu'pqv' rko k'Erccu'Eqwpugn'ht qo 'tghgt gpekpi " vj ku'Ugwrgo gpv."cu"pggf gf ."vq"cp{ "Eqwtv'kp" uwr r qtv'qh'vj gk" cf gs wce{ "cu" Erccu'Eqwpugn'0

4. **Integrated Agreement.** Chgt "y ku'Ci tggg gpv'ku'uki pgf "cpf "f grkxgtgf "d{ "cm' Rctvku'cpf "y gk"eqwpugn"y ku'Ci tggg gpv'cpf "ku'gzj kdku'y kn'eqpukwwg"y g" gpvkt g'Ci tggg gpv'dgy ggp"y g"Rctvku'tgrvki "v"y g"Ugwrgo gpv."cpf "k'y kn' yj gp" dg" f ggo gf " y cv" pq" qtcn' tgrtgugpvkqpu." y cttcpvku." eqxgpcpvu." qt" kpf wego gpv"j cxg'dggp"o cf g"v"cp{ "r ctv{ "eqpegtpki "y ku'Ci tggg gpv'qt "ku' gzj kdku." qy gt" yj cp" yj g" tgrtgugpvkqpu." y cttcpvku." eqxgpcpvu." cpf " kpf wego gpv"gzr tguun{ "ucvgf "kp"y ku'Ci tggg gpv'cpf "ku'gzj kdku"0
  
5. **Authorization to Enter Into Settlement Agreement.** Ercau"Eqwpugn"cpf " F ghgpf cpv"Eqwpugn"y cttcpv"cpf "tgrtgugpv"y cv"y g{ "ctg"cwj qtk gf "d{ " Rrckvkh" cpf " F ghgpf cpv." tgrtgugpv. " v" vng" cm' cr r tqr tkv" cevqp" tgs vkt gf "qt"r gto kvgf "v"dg"vngp"d{ "uwej "Rctvku'wpf gt "y ku'Ci tggg gpv"v" ghgwcvg" ku" vgo u." cpf " v" gzgewg" cp{ " qy gt" f qewo gpv" tgs vkt gf " v" ghgwcvg"y g"vgo u"qh"y ku'Ci tggg gpv"Vj g"Rctvku'cpf "y gk"eqwpugn"y kn' eqqr gtcv" y kj " gcej " qy gt" cpf " wug" yj gk" dguv" ghqtu" v" ghgev" yj g" ko r ngo gpv"qh"y g"Ugwrgo gpv"K"y g"gxgpv"y g"Rctvku'ctg"vpcdr"v" tgcej " ci tggg gpv" qp" yj g" hqto " qt" eqpv"qh" cp{ " f qewo gpv" pggf gf " v" ko r ngo gpv"y ku'Ci tggg gpv."qt"qp"cp{ "uwr ngo gpv"r tqxkukqpu"y cv"o c{ " dgeqo g'pgeguuct { "v"ghgwcvg"y g"vgo u"qh"y ku'Ci tggg gpv."y g"Rctvku'y kn' uggm"y g"cuukvpeg"qh"y g"Eqwtv."cpf "kp"cm'ecugu."cm"uwej " f qewo gpv." uwr ngo gpv"r tqxkukqpu."cpf "cuukvpeg"qh"y g"Eqwtv"y kn'dg'eqpukv"y kj " yj ku'Ci tggg gpv"0
  
6. **Exhibits and Headings.** Vj g"vgo u"qh"y ku'Ci tggg gpv'kpenf g"y g"vgo u"ugv" hqt y "kp"y g"cwcej gf "gzj kdku."y j lej "ctg"lpeqr qtcvgf "d{ "y ku'tghgtpeg"cu" yj qwi j "hwn{ "ugv"ht y "j gtgp0Cp{ "gzj kdku"v"y ku'Ci tggg gpv'ctg"cp"kvgi tcn' r ctv"qh"y g"Ugwrgo gpv'cpf "o wuv"dg"cr r tqxgf "uwdvcpvcm{ "cu"y tkwgp0Vj g" f guetr vxg"j gcf kpi u"qh"cp{ "r ctei ter j u"qt"ugevqpu"qh"y ku'Ci tggg gpv'ctg" kvgtvgf "hqt"eqxgpkpeg"qh"tghgtpeg"qpn{ "cpf "f q"pqv'eqpukwwg"cr ctv"qh" yj ku'Ci tggg gpv"0
  
7. **Interim Stay of Proceedings.** Vj g"Rctvku"ci tgg"v"uc{ "cpf "j qrf"cm' r tqeggf kpi u"kp"y g"Cevqp"kp"cdg{ cpeg."gzegr v'uwej "r tqeggf kpi u'pgeguuct { " v"ko r ngo gpv"cpf "eqo r rvg"y g"Ugwrgo gpv."r gpf kpi "y g"Hpkn'Cr r tqxcn' j gctkpi "v"dg"eqpf wvgf "d{ "y g"Uwr gtlqt "Eqwt"0
  
8. **Amendment or Modification of Agreement.** Vj ku'Ci tggg gpv."cpf "cp{ " cpf "cm'r ctu"qh"v"o c{ "dg"co gpf gf ."o qf kkgf ."ej cpi gf ."qt"y ckgf "qpn{ "d{ " cp"gzr tguu"y tkwgp"kvutwo gpv'uki pgf "d{ "eqwpugn"ht"cm'Rctvku"qt"y gk" uweguuqtu/kp/kpvgtgu"0
  
9. **Agreement Binding on Successors and Assigns.** "Vj ku'Ci tggg gpv"y kn'dg" dlpf kpi "wr qp."cpf "kvwtg"v"y g"dgpgk"qh"y g"uweguuqtu"cpf "cuuki pu"qh"y g" Rctvku."cu'r tgxkqun{ "f ghkpf 0

**10. No Prior Assignment.** Rncpvhj'j gtgd { 'tgr tguwpv. "eqxgpcpv. "cpf 'y ctcpvu" vj cv'j g"j cu'pqv'f kgev' "qt" kpf kgev' . "cuuki pgf . "tcpuhttgf . "gpewo dgtgf . "qt" r vtr qtvgf "vq" cuuki p. "tcpuhtg. "qt" gpewo dgt "vq" cp { "r gtupq" qt "gpv" cp { "r qtvpq" qh" cp { "rkdtkk" . "erko . "f go cpf . "cevqap. "ecwug" qh" cevqap" qt "tki j u" j gtgk'p'tgrgcugf "cpf 'f kuej cti gf 0

**11. Applicable Law.** Cm'vgtu u" cpf " eqpf kkpqu" qh" vj ku" Ci tgggo gpv" cpf " ku" gjz kdku"y kn'dg"i qxgtpgf "d { "cpf "kpvtgr tvgf "ceeqtf kpi "vq" vj g"rcy u"qh" vj g" Ucv'g'qh'Ecrkhtpk. "y kj qwi kxkpi "ghge'v'q" cp { "eqphkv'qh'rcy 'r tkpek rgu'qt" ej qlkg'qh'rcy 'r tkpek rgu0

**12. Fair, Adequate, and Reasonable Settlement.** Vj g" Rctvku" cpf " vj gk" tgr gev'xg"eqwpugn'dgrkxg"cpf 'y ctcpv'v'j cv'v'j ku" Ci tgggo gpv' tghgeu'c'rck. " tgcupcdrg. "cpf "cf gs wcv'g'ugwgo gpv'qh" vj g" Cevqap" cpf "j cxg" cttkxgf "cv'v'j ku" Ci tgggo gpv' vj tqwi j " cto u'rgpi vj " pgi qv'cevqpu. " vcnkpi " kvq" ceeqwpv' cm' tgrxcpv'hevqtu. "ewttgpv'cpf 'r qv'gpv'cr0

**13. No Tax or Legal Advice.** Vj g' Rctvku'wpf gtucpf "cpf "ci tgg'v'j cv'v'j g' Rctvku" ctg" pgkj gt" r tqxk' kpi " vz" qt" rgi cn' cf xkcg. " pqt" o cnkpi " tgr tguwpv'v'qpu" tgi ctf kpi "vz" qdri cv'qpu'qt "eqpugs wpegu. "kh'cp { . "tgrv'g' "vq" vj ku" Ci tgggo gpv. " cpf "v'j cv'Ugwgo gpv'Ernuu'O go dgtu'y kn'cuwo g'cp { "uwej "vz" qdri cv'qpu'qt" eqpugs wpegu'v'j cv' c { "ctkug'htqo "v'j ku" Ci tgggo gpv. "cpf "v'j cv'Ugwgo gpv'Ernuu' O go dgtu'uj cm'pqv'uggn'cp { "kpf go pkk'cevqap'htqo "v'j g' Rctvku" qt "cp { "qh" vj g" Tgrgcugf "Rctvku" k'p'v'j ku' tgi ctf 0Vj g' Rctvku" ci tgg'v'j cv'v'j g' gxgpv'v'j cv'cp { " vzkpi "dqf { "f gvtgo kpgu'v'j cv'cf f kkp'pcn'vz'gu'ctg'f w'g'htqo "cp { "Ugwgo gpv' Ernuu'O go dgt. "uwej "Ugwgo gpv'Ernuu'O go dgt"cuwo gu"cm'tgur qpukdkk { " hqt" vj g' r c { o gpv'qh'uwej "vz'gu0

**14. Jurisdiction of the Court.** "Vj g'Eqwtv'uj cm'tgv'k'p'lwtkuf kevqap"y kj "tgr gev' v'j g' kv'gtr tgv'v'qap. "ko r ngo gpv'v'qap. "cpf "gphqtego gpv'qh" vj g"vgtu u"qh" vj ku" Ci tgggo gpv'cpf "cm'qtf gtu"cpf "lwi o gpv'gpv'gtgf "kp" eqppgev'qap"v'j gty kj . " cpf "v'j g' Rctvku" cpf "v'j gk" eqwpugn'j gtgv' "uwo k'v'q" vj g'lwtkuf kevqap"qh" vj g' Eqwtv' hqt" r vtr qugu" qh" kv'gtr tgv'k'p' . " ko r ngo gpv'k'p' . " cpf " gphqtekpi " vj g' Ugwgo gpv'go dqf kgf "kp" v'j ku" Ci tgggo gpv'cpf "cm'qtf gtu"cpf "lwi o gpv'kp" eqppgev'qap"v'j gty kj 0

**15. Invalidity of Any Provision; Severability.** 'Dghqg'f gemtkpi "cp { 'r tqxk'k'qap" qh" vj ku" Ci tgggo gpv'kpxcrf . "v'j g' Rctvku" tgs wguv'v'j cv'v'j g" Uwr gkqat "Eqwtv'htuv" cvgo r v' v'q" eqpustw" v'j g" r tqxk'k'qpu" xcrf " vq" vj g" hwrguv' gzv'gpv' r quukdr" eqpukv'gpv'v'j kj "cr r r'cedrg" r tgegf gpv. "uq"cu"v'q" f ghkg"cm'r tqxk'k'qpu"qh" vj ku" Ci tgggo gpv' xcrf " cpf " gphqtegcdrg'0 Kp" v'j g" gxgpv' cp { " r tqxk'k'qap" qh" vj ku" Ci tgggo gpv'uj cm'dg'hw'p'f "wp'gphqtegcdrg. "v'j g'wp'gphqtegcdrg' r tqxk'k'qap"uj cm' dg" f ggo gf "f gr'v'g'f . "cpf "v'j g" xcrf k' { "cpf " gphqtegcdk'k' { "qh" vj g" tgo ck'k'p' " r tqxk'k'qpu"uj cm'pqv'dg'ch'gevgf "v'j gtgd { 0

**16. Cooperation in Drafting.** "Vj g'Rctvku"j cxg"eqqr gtcvxf "kp"vj g'f'tchmphi "cpf " r tgr ctvkvqp" qh" vj ku" Ci tggo gpv' Vj ku" Ci tggo gpv' y km' pqv' dg" eqpwtwgf " ci ckpuv'cp{ "Rctv{ "qp"vj g'dcuku"vj cv"vj g'Rctv{ "y cu"vj g'f'tchmgt "qt"r ctvlekr cvgf " kp"vj g'f'tchmphi 0

**17. Execution in Counterpart.** "Vj ku" Ci tggo gpv' o c{ "dg"gzgewgf "kp"qpg"qt" o qtg"eqwvgr ctvu' Cmi'gzgewgf "eqwvgr ctvu."cpf "gcej "qh"vj go ."y km'dg" f ggo gf "vq"dg"qpg"cpf "vj g"uco g"kpwtwo gpv'r tqxkf gf "vj cv'eqwpugn'hqt "vj g" Rctvku" y km' gzej cpi g"dgwy ggp" vj go ugrku" qtki kpcn'uki pgf "eqwvgr ctvu' Hceuko kg"qt"RF H'uki pcwtgu"y km'dg"ceegr vgf O' Cp{ "gzgewgf "eqwvgr ctv' y km'dg"cf o kulkdg"kp"gxkf gpeg"vq"r tqxg"vj g"gzkwgpeg"cpf "eqwvgr"qh"vj ku" Ci tggo gpv'0

*[Signatures on Next Page]*

IV. EXECUTION BY PARTIES AND COUNSEL

Vj g'Rct vku'cpf "j gk "eqwpugn'gz gewg'j ku'Ci tgggo gpv0'

F cygf <aaaaaaaaaaaaa."42444245" " PLAINTIFF JENNIFER WISE"

"  
" aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
" " Igppkgt "Y kug"  
"

F cygf <aaaaaaaaaaaaa."42444245" DEFENDANT ~~RIVER SPRINGS CHARTER~~  
~~SCHOOLS~~SCHOOLS, INC ~~and SPRINGS~~  
~~CHARTER SCHOOL, INC.~~ "

"  
" aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
" " Vcp{c" Tqfi gtuTqi gtu"  
" " Cuukwcpv'Uwr gtlpvpgf gpv'qh'Dwukpguu"  
"

F cygf <aaaaaaaaaaaaa."4245" DEFENDANT RIVER SPRINGS CHARTER  
SCHOOL, INC

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa  
Vcp{c" Tqi gtu"  
" " Ej kgh'Hpcepekn'Qhleg"

F cygf <aaaaaaaaaaaaa."4245" DEFENDANT EMPIRE SPRINGS CHARTER  
SCHOOL, INC.

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa  
Vcp{c" Tqi gtu"  
" " Cuukwcpv'Uwr gtlpvpgf gpv'qh'Dwukpguu"

F cygf <aaaaaaaaaaaaa."42444245" DEFENDANT HARBOR SPRINGS CHARTER  
SCHOOL, INC.

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa  
Vcp{c" Tqi gtu"  
" " Cuukwcpv'Uwr gtlpvpgf gpv'qh'Dwukpguu"

"  
F cygf <"aaaaaaaaaaaaa."4245" **DEFENDANT CITRUS SPRINGS CHARTER SCHOOL, INC.**

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa  
Vcp{c'Tqi gtu"  
" " Cuukwcpv'Uwr gtlpvgpf gpv'qh'Dwulpguu'"  
"  
"

F cygf <"aaaaaaaaaaaaa."4245" **DEFENDANT VISTA SPRINGS CHARTER SCHOOL, INC.**

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa  
Vcp{c'Tqi gtu"  
" " Cuukwcpv'Uwr gtlpvgpf gpv'qh'Dwulpguu'"  
"  
"

F cygf <"aaaaaaaaaaaaa."4245" **DEFENDANT PACIFIC SPRINGS CHARTER SCHOOL, INC.**

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa  
Vcp{c'Tqi gtu"  
" " Cuukwcpv'Uwr gtlpvgpf gpv'qh'Dwulpguu'"  
?"  
"

F cygf <"aaaaaaaaaaaaa."4245" **THE SPIVAK LAW FIRM**

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa " "  
" " F cxkf 'I O'Ur kxcm'  
Cwqtpg{u'hqt'Rrckpvlh"qp"dgj cmh'qh'j gtugrh'cpf "cm'  
qyj gtu'uko krcn{ 'ukwcvgf "  
"  
" " "

F cygf <"aaaaaaaaaaaaa."42444245" **UNITED EMPLOYEES LAW GROUP**

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa " "  
" " Y cngt 'J clpgu"  
" " Cwqtpg{u'hqt'Rrckpvlh"qp"dgj cmh'qh'j gtugrh'cpf "cm'  
qyj gtu'uko krcn{ 'ukwcvgf "  
"  
"  
"  
"

"  
F cygf <aaaaaaaaaaaaa."42444245" JACKSON LEWIS, PC

" " " " " " "  
" " " " " " "  
Cf tlgppg'NOEqptcf "  
Nctc'R0Dguugt "  
Lcen{p'O 0T gkj ctv "  
Cwqtpg{u'hqt 'F ghpf cpw"

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

"

|

# EXHIBIT A

"

" " 37"qf;" "

---

*Wise v. Springs Charter Schools, Inc., et al.* ]Rqr qugf \_Qtf gt 'Rtgrlo lpctklq 'Crr tqxkpi 'Ercuu"  
Cevkqp'Ugwgo gpv"

" "



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

Jennifer Wise v. Springs Charter Schools, Inc., et al., Ecug'Pq0THE422457;

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.,

ERV'K<>ERV'K @' Rrgcug'r tqxf g'ewtgpv'cf f tguu'khf khtg gpv'j gt g<"
">>Pco g@@' aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
">>Cff tguu3 @' aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
">>Cff tguu4 @' aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
">>Ek\ @@">>Ucvg@@">> \ k " aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
Eqf g@@"

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.

[ QW" O C[ " DG" GP VKNGF" VQ" TGEKKG" O QPG[ " HTQO " C" ENCUU" CEVIQP" UGVVNGO GP V"K[ QWCTG"C"RGTUQP"Y J Q"CRRNIGF "HQT"GO RNQI O GO P V"CP F" CVVGF F GF" C" RTGGORNQI O GP V" O GGVRI O GO RNQI O GP V" Y KJ ." Y CU" C" RTOURGE VKG GO RNQI GG"QH"CP F IOT"Y GT G"GO RNQI GF "DJ" URT R I U EJ CT VGT" UEJ QONU." R E O"QT"CP [ "TGNCVGF"QT"CHINICVGF"GP VKVIGU"R"ECNHIQTP IC." R ENWF R I O"TKXGT"URT R I U EJ CT VGT"UEJ QON."R E O"GO RKT GURT R I U EJ CT VGT" UEJ QON." R E O" J CTDOT" URT R I U EJ CT VGT" UEJ QON." R E O" EK/TWU" URT R I U EJ CT VGT" UEJ QON." R E O"XKUC"URT R I U EJ CT VGT" UEJ QON." R E O"OT"RCEKKE" URT R I U EJ CT VGT" UEJ QON." R E O" CP F" CVVGF F GF" C" RTG/GO RNQI O GP V" O GGVRI " Y KJ "UWEJ "GP VKI ." DGVY GGP "LWN[ "43."4238"CP F">>VJ G'F CVG"VJ G' EQWTVI TCP VURTGNKO R CT[ 'CRRTQXCN'QH'VJ G'UGVVNGO GP V@@

- C'rtr qugf 'ugwrgo gpv'qh'&752.222022\*j g'oi tquu'Ugwrgo gpv'Co qwpv'oy knidg'wugf 'q'r c{ " enko u"q<Cm'r gtuqpu'y j q' g'oj g't"err rkgf "hqt"go r m{ o gpv'y kj "F ghgpf cpw"epf t gnev f"qt" eHhdevf"gp vkgu"lp" Eenthtple."y gtg'r tqur gevkg"go r m{ ggu"qh" F ghgpf cpw"qt t gnev f"qt" eHhdevf"gp vkgu"lp" Eenthtple."qt'y j q'y g'g"go r m{ g' d{ 'F ghgpf cpw"qt T gnev f"qt" CHhdevf" gp vkgu"lp" Eenthtple."and"cwpgf gf "qpg'qh" F ghgpf cpw"qt" F ghgpf cpw"CHhdevf"qt" T gnev f" gp vkgu"cmgi gf "r tg/go r m{ o gpv o ggvpi u" f wtkpi "y g"oErcuu"Rgt lqf o"qh" Lwn[ "43."4238"q" >>y g'f cvg'y g'Eqwv' tcvu' r tgnlo lpc{ 'err tqxerlq'h'y g'Ugwrgo gpv@@\*j g'oErcuu'O go dgtuo'f oF ghgpf cpw"CHhdevf"qt" T gnev f"gp vkgu"eqpuku"qh"Go r ktg"Urt lpi u"Ej etvgt"Uej qqn"Rpe0" qeev f"lp"Vgo gewr. "Eenthtple" J etdqt" Urt lpi u"Ej etvgt" Uej qqn" Rpe0" qeev f"lp" Lwdep" Eenthtple "Ektwu"Urt lpi u"Ej etvgt" Uej qqn" Rpe0" qeev f"lp" Uep'e" Cpe. "Eenthtple " Xkue"

Ur tpi u" Ej etvt "Uej qqn" lpe0 "mcevgf" lp" Xluc. "Eerhtqtpk" cpf "ReolHe" Ur tpi u" Ej etvt " Uej qqn" lpe0 "mcevgf" lp" Ej wa" Xluc. "Eerhtqtpk" 0Vj g" I tquu" Ugwgo gpv" Co qwpv" lpenw" gu" \*c+ " gZr gpugu" cpf " hgu" qh" yj g" Ugwgo gpv" Cf o lpanvcvt" w" vq" &32.222022= "d+ " c" Ernuu" Tgr tgugpvcxg" Rc{ o gpv" qh" &7.222022" vq" yj g" Rrc" lpxh" lgpplht" Y lug" cu" yj g" ernuu" tgr tgugpvcxg= "e+ cwqtpg{ u0" hgu" qh" w" vq" &398.888089" cpf " rski cvkp" gZr gpugu" qh" w" vq" &37.222022" vq" Ernuu" Eqwpugn= cpf " f + &6.222022" cmcevgf " vq" ugwrg" erko u" dtqwi j v" r wtuwepv" vq" yj g" Rtkcvg" Cwqtpg{ u" I gpgtcn" Cev" Ecrhtqtpk" Ncdqt" Eqf g" Ugevkp" 48; : . " et seq0" RCi C0+ " 97" " qh" yj lej " y km" i q" vq" yj g" Ecrhtqtpk" Ncdqt" ( " Y qtnhteg" F gxgru o gpv" Ci gpe{ " \*0NY F C0+ cpf " 47" " qh" yj lej " y km" i q" vq" Ernuu" O go dgtu" 0Vj g" Eqwtv" o wuv" cr r tqxg" yj g" g" rc{ o gpv" cv" yj g" Hlpcn" Cr r tqxn" J g" tpi 0"

• [F ghepf cpw" y km" r c{ " yj g" r qt vkp" qh" r c{ tqm" vczgu" cu" yj g" Ernuu" O go dgtu" ewtgpv" qt" hqto g" go r m{ g" ugr ctvg" cpf " lp" c f f kkp" vq" yj g" I UC" \\* lpenw" lpi " yj g" go r m{ g" taw" r c{ o gpv" qh" cr r riedng" HE C. " HWVC. " cpf " UWK" eqpv" kdwkpu. " ge0" vq" yj g" cr r tqr tkvg" mjeen" uvcg. " cpf " hfg etcn" vczkpi " cwj qtkku0" Vj g" Ugwgo gpv" Cf o lpanvcvt" y km" ecrewrg" vj g" co qwpv" qh" yj g" Rctvkr cvkpi " Ernuu" O go dgtu" cpf " F ghepf cpw" r qt vkp" qh" r c{ tqm" y kj j qf lpi " vczgu" cpf " hqty ctf " yj qug" co qwpv" vq" F ghepf cpw" hq" r c{ o gpv" 0](#)

• F ghepf cpw" guko cvg" hq" r wtr qugu" qh" o gf kvkp" yj cv" yj g" ctg" 3.398" Ernuu" O go dgtu" hq" yj g" r g" tkf" qh" Lwn" 43.4238" yj tqwi j " F gego dgt" 53.42430"

• Vj g" ugwgo gpv" t gukrgu" c" rny uwk" gpv" krgf " Jennifer Wise" v. Springs Charter Schools, Inc., et al., Ecug" P q0 T HE 422457; \* yj g" o Cevkp0+ " hq" " F ghepf cpw" cmgi gf " hckwtg" vq" r c{ " y ci gu. " wpcwj qtk gf " cpf " wpcy hwi" y ci g" f gf vevkpu. " hckwtg" vq" r tqxk" g" o gen" r g" tkf u. " hckwtg" vq" cwj qtk g" cpf " r gto k" tguv" r g" tkf u. " hckwtg" vq" lpf go plh{ " hq" " dwlpguu" gZr gpugu. " hckwtg" vq" kuwg" r tqr g" y ci g" lncvgo gpv. " hckwtg" vq" ko gn{ " r c{ " y ci gu. " hckwtg" vq" t gko dwug" hq" r t ggo r m{ o gpv" vguvpi . " hckwtg" vq" o clpvclp" tgs wkgf " r c{ tqm" tgeqtf u. " cpf " yj g" hgi crlcpugs wpegu" yj cv" y qwf " hqny " hqo " yj g" hckwtg. " lpenw" lpi " erko u" wpf g" Ecrhtqtpk" ai" Dwulpguu" ( " Rthguukpu" Eqf g" cpf " RCi C0" Vj ku" ugwgo gpv" cxqk" u" yj g" equu" cpf " tkumi" hqo " eqpvkvpki " yj g" Cevkp. " r c{ u" o qpg{ " vq" r gtuqu" hng" ( qw" cpf " t gngcugu" F ghepf cpw" hqo " cmgi gf " hckdks{ 0"

• Vj g" Eqwtv" j cu" pqv" o cf g" c" f gyto lpevkp" qh" yj g" xcrk" k{ " qh" yj g" erko u" lp" yj g" Cevkp0" F ghepf cpw" f gp{ " cp{ " cpf " cmfkdksk{ " etkupi " hqo " cp{ " qh" yj g" erko u" cpf " eqvpgf " yj cv" yj g{ " ctg" pqv" t gur apukng" hq" " c" hckwtg" vq" r c{ " y ci gu. " wpcwj qtk gf " cpf " wpcy hwi" y ci g" f gf vevkpu. " hckwtg" vq" r tqxk" g" o gen" r g" tkf u. " hckwtg" vq" cwj qtk g" cpf " r gto k" tguv" r g" tkf u. " hckwtg" vq" lpf go plh{ " hq" " dwlpguu" gZr gpugu. " hckwtg" vq" kuwg" r tqr g" y ci g" lncvgo gpv. " hckwtg" vq" t gko dwug" hq" r t ggo r m{ o gpv" vguvpi . " hckwtg" vq" ko gn{ " r c{ " y ci gu. " hckwtg" vq" o clpvclp" tgs wkgf " r c{ tqm" tgeqtf u. " qt " t gcvf " y tqpi u. " cpf " hwn{ " eqo r rkgf " y kj " cmfcr r riedng" rny u0"

• Gcej " Rctvkr cvkpi " Ernuu" O go dgt" y km" tgekg" cp" gs wen" luj ctg" qh" yj g" P gv" Ugwgo gpv" Co qwpv" 0 Vj g" xcnw" qh" gcej " Ernuu" O go dgt" ai" lpf kxk" wen" Ugwgo gpv" Uj ctg" vgu" f kgevn{ " vq" yj g" qpg" f c{ " yj g{ " cvwpgf gf " cp" cmgi gf " or" t g" go r m{ o gpv" o ggvpi 0"

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

"  
"

J QY 'O WEJ 'Y KNN'KI GVA
"
K'lu'g'zr ge'v'j' cv'f' qw'y knit'ge'k'g'c'r r' t'q'z'k'o' c'v'g'n'f' ">> k'p'f' k'k'f' w'c'n' U'g'w'r'g'o' g'p'v'c'o' q'w'p'v'@' h'q'o' 'y' k'u' U'g'w'r'g'o' g'p'v'c'o' g'c'x'g't'c'i' g' k'p'f' k'k'f' w'c'n' U'g'w'r'g'o' g'p'v'c'o' c't'f' 'r' g't' 'E'r'c'u'u' 'O' g'o' d'g't' 'k'u' &aaa0C" 'E'r'c'u'u' 'O' g'o' d'g't' 'y' j' q' 'y' q't'n'g'f' 'c'v' h'g'c'u'v'q'p'g's' w'c'n' k'k'f' 'y' g'g'n'f' w't'k'p'i' 'y' j' g' 'E'r'c'u'u' 'R'g't'k'q'f' . 'y' k'n'it' g'e'k'x'g' 'c' " o' k'p'o' w'o' "q'h' &aaa0' V'j' g' 'm'y' g'u'v' g'u'k'o' c'v'g'f' " k'p'f' k'k'f' w'c'n' U'g'w'r'g'o' g'p'v'c'o' c't'f' "k'u' &aaaa+'c'p'f' " 'y' j' g' j' k' i' j' g'u'v'p'w'o' d'g't' 'k'u' 'c'r' r' t'q'z'k'o' c'v'g'n'f' 'a'aa' 'y' q't'n'y' g'g'n'u' . 'l'g'u'a'w'k'p'i' 'k'p' 'y' j' g' 'j' k' i' j' g'u'v'g'u'k'o' c'v'g'f' 'k'p'f' k'k'f' w'c'n' U'g'w'r'g'o' g'p'v'c'o' c't'f' "q'h' &aaaa0' "

[ QW'T'NGI CN'TK J VUC'PF 'QRV'QP U'K' 'VJ K'UGVVNGO GP V'	
F Q'P QVJ K'P I "	T'g'e'g'k'x'g' 'c' 'r' c' { o' g'p'v'c'p'f' 'i' k'x'g' 'w'r' " { q'w't' 'r'g'i' c'n't'k'i' j' w' 'v'q' 'r' w't'u'w'g' 'e'r'k'o' u' " t'g'r'c'u'g'f' 'd' { 'y' j' g' 'u'g'w'r'g'o' g'p'v'q'h' 'y' j' g' 'C'e'w'k'p'f' }
QRV'QW''	T'g'e'g'k'x'g' 'p'q' 'r' c' { o' g'p'v'c'p'f' 't'g'e'c'p' " { q'w't' 'r'g'i' c'n't'k'i' j' w' 'v'q' 'r' w't'u'w'g' 'e'r'k'o' u' " 'y' j' g' 'v'q'w'f' "q'j' g't'y' k'u'g' 'd'g' 't'g'r'c'u'g'f' 'd' { 'y' j' g' 'u'g'w'r'g'o' g'p'v'q'h' 'y' j' g' 'C'e'w'k'p'f' 'J' q'y' g'x'g't' . " { q'w'o' c' { 'p'q'v'q'r' v'q'w'q'h' 'y' j' g' 'R'c'i' 'C' 'T'g'r'c'u'g'f' 'E'r'k'o' u' }
QDLGE V'VQ'VJ G' UG'VVNGO GP V'	K'i' { q'w' 'f' q' " p'q'v' 'q'r' v' " q'w' " { q'w' 'o' c' " 'y' t'k'x'g' 'v'q' " 'y' j' g' 'U'g'w'r'g'o' g'p'v' 'C'f' o' k'p'k'u't'c'v'q't' . 'R'j' q'g'p'k'z' 'U'g'w'r'g'o' g'p'v' 'C'f' o' k'p'k'u't'c'v'q't'u' . " c'd'q'w' 'y' j' { 'q'w' 'f' q' " p'q'v' 'i'k'x'g' 'y' j' g' 'u'g'w'r'g'o' g'p'v'c'p'f' 'y' j' g' { 'y' k'n'it'q't'y' c't'f' " { q'w't' 'e'q'p'e'g't'p'u' 'v'q' " e'q'w'p'u'g'n'f' 'y' j' l'e'j' 'y' k'n'it' 'y' j' g'p' 'd'g' 'r' t'q'x'k'f' g'f' 'v'q' 'y' j' g' 'E'q'w't'v' }
F KURW'G'VJ G' EC'NE'WNC'V'K'P "	K'i' { q'w' 'h'g'g'n' 'y' c'v' { q'w'f' g'u'g't'x'g' 'c' 'j' k' i' j' g't' 'k'p'f' k'k'f' w'c'n' U'g'w'r'g'o' g'p'v'c'o' q'w'p'v' w'p'f' g't' 'y' j' g' 'u'g'w'r'g'o' g'p'v'c'i' t'g'g'o' g'p'v' . " { q'w'o' c' { 'f' k'u'r' w'g' 'y' j' g' 'U'g'w'r'g'o' g'p'v' 'C'f' o' k'p'k'u't'c'v'q't' . " e'c'r'e'w'c'v'k'p'p' 'd' { 'y' t'k'k'p'i' " 'v'q' " 'y' j' g' 'U'g'w'r'g'o' g'p'v' 'C'f' o' k'p'k'u't'c'v'q't' }
CVVGP F 'C'J GCT'K'P I "	[ q'w' 'j' c'x'g' 'y' j' g' 't'k'i' j' v' 'v'q' " c'w'g'p'f' " c' " h'c'k'p'g'u' " j' g'c't'k'p'i' " 'y' j' c'v' 'y' k'n'it' 'd'g' " e'q'p'f' w'e'g'f' 'd' { 'y' j' g' 'E'q'w't'v' 'd'w' " { q'w'c't'g' 'p'q'v' 't'g's' w'k'g'f' 'q' 'c'w'g'p'f' 'O'K'i' { q'w' 'v'o' g'n'f' "h'k'g' "c'p'f' "u'g't'x'g' 'c' 'y' t'k'w'g'p' "q'd'l'g'e'v'k'p' . "c'p'f' "k'i' { q'w'c'n'q' 'y' c'p'v' 'v'q' " u'r' g'c'n'c'd'q'w' " { q'w' "q'd'l'g'e'v'k'p' 'c'v' 'y' j' g' 'j' g'c't'k'p'i' . " { q'w' 'h'j' q'w'f' 'u'g'p'f' 'c' 'h'g'w'g't' " v'q' " 'y' j' g' " 'U'g'w'r'g'o' g'p'v' 'C'f' o' k'p'k'u't'c'v'q't' . " 'R'j' q'g'p'k'z' " 'U'g'w'r'g'o' g'p'v' 'C'f' o' k'p'k'u't'c'v'q't'u' . " r' t'q'x'k'f' k'p'i' "p'q'v'k'g' 'q'h' " { q'w't' "k'p'v'g'v'k'p' "v'q' "c'r' r' g'c't' "c'p'f' " u'r' g'c'n'c'v' 'y' j' g' 'j' g'c't'k'p'i' 'O' "

**IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT**

30Y j { 'T'k' 'K'i' g'v'j' k'u' 'E'r'c'u'u' 'P' q'v'k'g'A' "

[ q'w' 'y' g't'g' 'u'g'p'v' 'y' k'u' 'E'r'c'u'u' 'P' q'v'k'g' 'd'g'ec'w'g' " { q'w'f' c'x'g' 'c' 't'k'i' j' v' 'v'q' 'h'p'q'y' 'c'd'q'w' 'y' j' g' 't'q'r' q'u'g'f' 'u'g'w'r'g'o' g'p'v' 'k'p' 'y' j' g' 'C'e'w'k'p'f' 'c'p'f' 'c'd'q'w' 'c'n'it'q'h' " { q'w't' 'q'r' v'k'p'u' 'd'g'h'q't'g' 'y' j' g' 'E'q'w't'v' 'w'g'u' 'q'p' 'y' j' g' 'y' g't' 'v'q' 'h'k'p'c'm'f' 'c'r' r' t'q'x'g' " 'y' j' g' 'u'g'w'r'g'o' g'p'v' 'O'K'i' 'y' j' g' 'E'q'w't'v' 'c'r' r' t'q'x'g'u' 'y' j' g' 'u'g'w'r'g'o' g'p'v' . "c'p'f' "c'h'g't' "c'p' { 'q'd'l'g'e'v'k'p'u' 'c'p'f' "c'r' r' g'c'n' 'c't'g' " t'g'u'q'k'g'f' . "c' "o' 'U'g'w'r'g'o' g'p'v' 'C'f' o' k'p'k'u't'c'v'q't' o' 'c'r' r' q'k'p'v'g'f' 'd' { 'y' j' g' 'E'q'w't'v' 'y' k'n'it' o' c'n'g' 'y' j' g' 'r' c' { o' g'p'v' 'y' c'v' 'y' j' g' 'u'g'w'r'g'o' g'p'v' 'c'm'q'y' u' 'O'V'j' k'u' 'E'r'c'u'u' 'P' q'v'k'g' "g'z'r' r'c'k'p'u' 'y' j' g' 'C'e'w'k'p' . " 'y' j' g' 'r' t'q'r' q'u'g'f' "u'g'w'r'g'o' g'p'v' . " { q'w't' 'r'g'i' c'n' 't'k'i' j' w' . "c'p'f' 'y' j' c'v' 'd'g'p'g'h'k'u' 'c't'g' 'c'x'c'k'c'd'g' "c'p'f' 'j' q'y' "v'q' 't'g'e'g'k'x'g' 'y' j' g'o' 'O' "

V'j' g' 'E'q'w't'v' 'l'p' 'e'j' c't'i' g' 'q'h' 'y' k'u' 'e'c'u'g' 'k'u' 'y' j' g' 'T'k'x'g't'k'f' g' 'E'q'w'p'v' { 'U'w'r' g't'k'q't' 'E'q'w't'v' 'O'V'j' g' 'r' g't'u'q'p' 'y' j' q' 'u'w'g'f' " k'u' 'e'c'n'g'f' 'o' 'R'c'k'p'v'k'h'o' 'c'p'f' 'y' j' g' 'q't'i' c'p'k' c'v'k'p'u' "u'w'g'f' 'c't'g' 'e'c'n'g'f' 'o' 'f' g'h'g'p'f' c'p'u'v' }

" " 3: 'q'h' : "   
 Wise v. Springs Charter Schools, Inc., et al. ]R'q'r' q'u'g'f' \_Q't'f' g't' 'R't'g'it'o' k'p'c't'k'f' 'C'r' r' t'q'x'k'p'i' 'E'r'c'u'u' 'C'e'w'k'p' 'U'g'w'r'g'o' g'p'v' "

"

"

"

40Y j cvku'vj g'Ce'v'kp'cdqwa'

"

Kp'vj g'Ce'v'kp. "I'gppk'et'Y' kug" "o'R'cl'p'v'k'h'o'+'cmgi' gf "o' w'nr' ng' "x'k'q'r'v'k'p'u'q'h' 'j' g' "E'c'r'h'q't'p'k' "N'ed'q't' "E'q'f' g' "j' g' "E'c'r'h'q't'p'k' "D'w'k'p'g'u' ("R't'q'h'g'u'k'p'u' "E'q'f' g' "c'p'f' "R'c' "I' "C' "l'p'ew'f' l'p'i' "e'c'w'g'u'q'h' "c'v'k'p' "h'q't' < "h'c'k'w't'g' "v'q' "r'c' { "y' c'i' g'u' "w'p'ew'j' q't'k' g'f' "c'p'f' "w'p'ny' h'w'i' y' c'i' g' "f' g'f' v'ew'k'p'u' "h'c'k'w't'g' "v'q' "r' t'q'x'k'f' g' "o' g'c'n' "r' g't'k'f' u' "h'c'k'w't'g' "v'q' "c'w'j' q't'k' g' "c'p'f' "r' g't'o' k'v'g'u'v' "r' g't'k'f' u' "h'c'k'w't'g' "v'q' "l'p'f' g'o' p'h' ("h'q't' "d'w'k'p'g'u' "z'r' g'p'u'g'u' "h'c'k'w't'g' "v'q' "k'u'w'g' "r' t'q'r' g't' "y' c'i' g' "u'c'v'g'o' g'p'u' "h'c'k'w't'g' "v'q' "t'g'lo' d'w'ug' "h'q't' "r' t'g'g'o' r' n'q' { "o' g'p'v'g'u'k'p'i' . "h'c'k'w't'g' "v'q' "v'o' g'n' { "r'c' { "y' c'i' g'u' "h'c'k'w't'g' "v'q' "o' c'k'p'v'c'p' "t'g's' w'k'g'f' "r'c' { "t'q'm' "t'g'e'q't'f' u' "w'p'h'c'k' "e'q'o' r' g'v'k'k'p' "w'p'f' g't' "E'c'r'h'q't'p'k' "D'w'k'p'g'u' ("R't'q'h'g'u'k'p'u' "E'q'f' g' "c'p'f' "e'r'c'k'o' u' "h'q't' "e'k'k'i'r' g'p'c'n'k'g'u' "h'q't' "x'k'q'r'v'k'p'u'q'h' 'j' g' "R'c' "I' "C' "O' "

"

50Y j { 'ku'vj gtg'c'ugwgo gpvA'

"

Vj g'r'c't'v'g'u'f' k'uc'i' t'g'g' "q'p' "j' g'r' "t'q'd'c'd'ng' "q'w'eq'o' g' "q'h' 'j' g' "e'c'ug' "y' k'j' "t'g'u'r' g'ev' "v'q' "h'c'd'k'k'v' { . "f'c'o' c'i' g'u' "c'p'f' "j' q'y' "b'o' v'ej' "b'o' q'p'g'f' "e'q'w'f' "d'g' "t'g'e'q'x'g't'g'f' "h'v'j' g' "R'c'k'p'v'k'h'i'j' q'p' "c'v' "t'k'c'f' "O'f' g'h'g'p'f' c'p'u' "d'g'r'g'x'g' "v'j' g' "R'c'k'p'v'k'h'i' "y' q'w'f' "p'q'v'r' "t'g'x'c'k'i'h'v'j' k'u' "e'c'ug' "y' g'p'v' "v'q' "t'k'c'f' "O'f'j' g' "E'q'w'v'j' c'u' "p'q'v'f' g'el'f' g'f' "l'p' "h'c'x'q't' "q'h' 'j' g' "R'c'k'p'v'k'h'i' "q't' "F' g'h'g'p'f' c'p'u' "O'f'j' g't'g'j' c'u' "d'g'g'p' "p'q' "t'k'c'f' "O'f'j' k'u' "e'c'ug' "O'f'j' g'p'v'g'c'f' . "d'q'v'j' "u'k'f' g'u' "t'g'eq'i' p'k' g' "v'j' g' "t'k'u'm'u' "g'z'r' g'p'u'g'u' "c'p'f' "f' "k'u'w'r' "v'k'p' "c'u' "q'el'c'v'g'f' "y' k'j' "e'q'p'v'p'v'g'f' "r'k'k'i' c'v'k'p' "c'p'f' "j' g' { "j' c'x'g' "v'j' g't'g'h'q't'g' "e'j' q'ug'p' "v'q' "t'g'u'q'k'g' "v'j' g'k' "f' "h'g'g't'g'p'eg'u' "d' { "g'p'v'g't'k'p'i' "l'p'v'q' "c' "u'g'w'g'o' g'p'v' "O'f' { "f' "q'k'p'i' "u'q' "v'j' g' "r'c't'v'g'u' "e'c'p' "c'x'q'k'f' "j' g' "e'q'u'v' "q'h' "c' "v'k'c'n' "f' g'v' "E'r'c'u'u' "O' g'o' d'g't'u' "c't'g' "t'k'n'g' "p'v'k'ng'f' "v'q' "t'g'eg'k'g' "r'c' { "o' g'p'v' "k'h'v'j' g' { "e'q'o' r' n'f' "y' k'j' "v'j' g' "k'p'u't'v'ew'k'p'u' "l'p' "v'j' k'u' "E'r'c'u'u' "P' q'v'leg' "O'f'j' g'r'c't'v'g'u' "g'p'v'g't'g'f' "l'p'v'q' "v'j' k'u' "u'g'w'g'o' g'p'v' "c'h'g't' "c't'o' u' "ng'p'i' "v'j' "p'g'i' q'v'c'v'k'p'u' "y' j' k'g' "w'k'p'i' "v'j' g' "u'g't'x'leg'u' "q'h' "c'p' "g'z'r' g't'k'p'eg'f' "c'p'f' "p'g'w'c'n' "o' g'f' "k'v'q't' "O'f'j' "R'c'k'p'v'k'h'i'j' c'u' "c'm'q' . "l'p' "c'f' "f' "k'k'q'p' "v'q' "v'j' k'u' "E'r'c'u'u' "C'ev'k'p' "u'g'w'g'o' g'p'v' "t'g'c'ej' "g'f' "j' g't' "q'y' p' "l'p'f' "k'k'f' w'c'n' "u'g'w'g'o' g'p'v' "t'g'i' c't'f' "l'p'i' "e'r'c'k'o' u' "q' "t'g'c'r'c'v'k'p' "v'j' "h'q't' "g'z'g't'ek'k'p'i' "j' g't' "t'k'i' j' "v'q' "g'z'r' "t'g'u' "d'g'c'v'eo' k'm'k'p' "v'j' g' "y' q't'n'r' "n'eg' "r' "w't'u'w'ep'v' "v'q' "N'ed'q't' "E'q'f' g' "E'E' "3252." "3253" "c'p'f' "3256" "O'f'j' g' "R'c'k'p'v'k'h'i' "c'p'f' "E'r'c'u'u' "E'q'w'p'ug'r' "d'g'r'g'x'g' "v'j' c'v'j' g'r' "t'q'r' q'ug'f' "u'g'w'g'o' g'p'v' "k'u' "h'c'k' "c'p'f' "t'g'c'u'p'c'd'ng' "c'p'f' "k'u' "l'p' "v'j' g' "d'g'u' "l'p'v'g't'g'u' "q'h' 'j' g' "E'r'c'u'u' "O' g'o' d'g't'u'f' "

"

Vj g' "E'q'w't'v'o' c'u' "t'g'v'g't'o' l'p'g'f' "v'j' c'v'j' g't'g' "k'u' "t'w'h'k'ep'v'g'x'k'f' g'p'eg' "v'q' "l'w'i' i' g'u'v'j' c'v'j' g'r' "t'q'r' q'ug'f' "u'g'w'g'o' g'p'v' "k'u' "h'c'k' "c'f' g's' w'c'g' "c'p'f' "t'g'c'u'p'c'd'ng' "c'p'f' "v'j' c'v'c'p' { "h'k'p'c'n'f' g'v'g't'o' l'p'c'v'k'p' "q'h' "c'p' { "r' "q'u'k'k'ng' "k'u'w'g'u' "y' k'm'g' "o' c'f' g' "c'v'j' g' "h'k'p'c'n'f' g'c't'k'p'i' "O' "

"

60Y j cvku'c'ercuu'ce'v'kp'ugwgo gpvA'

"

Vj g' "E'q'w't'v'o' w'u'v' "c'r'r' "t'q'x'g' "v'j' g' "v'g't'o' u' "q'h' 'j' g' "r' "t'q'r' q'ug'f' "u'g'w'g'o' g'p'v' "c'u' "h'c'k' "c'p'f' "t'g'c'u'p'c'd'ng' "O'f'j' "Q'p'eg' "c'r'r' "t'q'x'g'f' . "j' g' "u'g'w'g'o' g'p'v' "y' k'n'c'h'g'ev' "c'm' "E'r'c'u'u' "O' g'o' d'g't'u' . "g'z'egr' "v'j' q'ug' "y' j' q' "j' c'x'g' "r' "t'q'r' g't'n'f' "q'r' "v'g'f' " "q'w' "O'f'j' k'u' "E'r'c'u'u' "P' q'v'leg' "g'z'r' "k'p'u' "f' "q'w' "n'g'i' c'n'k'i' j' u' "v'j' g' "v'g't'o' u' "q'h' 'j' g' "u'g'w'g'o' g'p'v' "y' j' c'v' { "q'w'o' w'u'v' "f' "q' "v'q' "r'c't'v'k'k' "c'v'g' "c'p'f' "v'j' g' "c'o' q'w'p'v' "q'h' "o' q'p'g'f' { "q'w'o' c' { "t'g'eg'k'g' "O'f'j' "R'g'c'ug' "t'g'c'f' "v'j' k'u' "g'p'v'k'g' "E'r'c'u'u' "P' q'v'leg' "e'c't'g'h'w'f' "O' "

"

70Y j cv'uj q'w'f' "Kf'qA'

"

[ "q'w'ec'p' "f' "q' "p'q'j' "l'p'i' . "c'p'f' "h'v' { "q'w'c't'g' "g'p'v'k'ng'f' "v'q' "c' "r'c' { "o' g'p'v' "f' "q'w' "y' k'm'g' "t'c'k'f' "O'f'j' "g' "b'o' l'p'f' "h'w'n' "j' q'y' g'x'g't' . "v'j' c'v' "k'h'v'j' k'u' "E'r'c'u'u' "P' q'v'leg' "t'g'cej' g'u' "f' "q'w' "c'p'f' "v'j' g' "c'f' "f' "t'g'u' "y' j' g't'g' "f' "q'w' "p'q'y' "h'x'g' "k'u' "f' "h'g'g't'g'p'v' "f' "q'w' "p'g'g'f' " "v'q' "e'q'p'c'ev' "v'j' g' "u'g'w'g'o' g'p'v' "C'f' "o' l'p'k'u't'c'v'q't' "c'p'f' "r' "t'q'x'k'f' g' "w'f' "c'v'g'f' "l'p'h'q't'o' c'v'k'p' "u'q' "v'j' c'v'c'p' { "h'w'w't'g' "

3: "q'h' "

"

"

eqttgur qpf gpeg"qt"vj g"ugwrgo gpv'ej genikugrh'tgcej gu"{qw'cpf "ku'pqv'tgwtpgf "cu'cp'cf f tguu' wppnqy p0'

80J qy "o wej "y knio { 'r c { o gpv'dgA'

Chgt'cm'hggu.'equu.'cpf'qhhgw'ctg'cnngp'cu'ugv'htq'vj'w'p'gt'vj'g'Ugwrgo gpv'Ci tgggo gpv'y j lej 'ku' cxcckrdng'ht' t'gxlgy + 'vj' g'tgo clpf gt'y knidg'wugf 'q' r c { 'Ernuu'O go dgtu'cp'gs wcnh c { o gpv'dcugf " qp'vj' g'p'wo dgt'qh'Ernuu'O go dgtu'6Rtq/Tcvc"Uj ctg0+0'

Vj g'Ugwrgo gpv'CFo kpkntcvqt'uj cmlf gvgto kpg'd { "j qy "o cp { "Ernuu'O go dgtu'vj g'g'ctg."vj qwi j " F ghgpf cpw'gunko cvg'vj g'g'q'dg'3.398'Ernuu'O go dgtu0"

[ qwt'gunko cvg' r c { o gpv'ku'kugf "cdqyg."qp'r ci g'4'qh'vj ku'f qewo gpv'0K' { qw'f q'p'qv'f kur wg' { qwt' ecrewrcvqp.'cpf'f'q'p'qv'qr v'q'w'q'h'vj g'ugwrgo gpv.' { qw'y knidg'dqwpf 'd { 'vj' g'ugwrgo gpv'cpf 't'gegkxg' c"ugwrgo gpv'r c { o gpv'0 **In other words, you do not need to take any action to receive a settlement payment.**

Ki' { qw'y kuj "q'f kur wg'vj g'ecrewrcvqp'etgf kqf "q" { qw'qt'cp { vj kpi "gnug'cdqww' { qwt'go r nq { o gpv' urcwu." { qw'o wuv'y tkg'q'vj g'Ugwrgo gpv'CFo kpkntcvqt'kpf lecvpi 'y j cv' { qw'dgrkxg'ku'lpeqtte'ev' cpf "t'gwtp'ks'qp'qt'dghqtg">>f cvg@@j82'f c { u'chgt'kpkkn'o ctkpi \_'xlc"WLUO ckl'y kj "r tqqh'qh' vj g'uwdo kuukqp'f cvg' "uwej "cu" c" r quwo ctni'qt "f grkxgt { "ugt'xleg" f cvg' uwo r -0' [ qw'o c { "wug'vj g' gpenugf "F kur wg'htqo "ht'vj ku'r wtr qug'0K'vj g'Ugwrgo gpv'CFo kpkntcvqt'tg/o ckrqf " { qwt'Ernuu' P qvleg'q'c'pgy "cf f tguu." { qw'y knij cxg'cf f ksqpcni'37'f c { u'htqo "vj g'f cvg'qh'vj g'tg/o ckrqf "Ernuu' P qvleg'q'vj tkg'q'vj g'Ugwrgo gpv'CFo kpkntcvqt'q'f kur wg' { qwt'kphqto cvkqp0' qw'o wuv'cuq'ugpf " cp { "f qewo gpv'qt'q'j g't'kphqto cvkqp'vj cv' { qw'eqp'v'p'f "uwr r qtu" { qwt'dgrkgh'vj cv'vj g'kphqto cvkqp' ugv'ht'vj "cdqyg'ku'lpeqtte'ev'0Vj g'Ugwrgo gpv'CFo kpkntcvqt'y knit'guqkxg'cp { "f kur wg'dcugf "wr qp" F ghgpf cpw'0t'geqtf u'cpf'cp { "kphqto cvkqp" { qw'r tqxkf g0Rrgcug'dg'cf xkugf "vj cv'vj g'kphqto cvkqp'qp" vj ku'P qvleg'ku'r tguwo gf "q'dg'eqttge'v'w'p'guu'vj g'f qewo gpv' { qw'uwdo k'ct'g'eqo r cp { 't'geqtf u'htqo " F ghgpf cpw'0

90Y j gp'y qwf "Kj gv'o { 'r c { o gpv'A'

Vj g'Eqwv'y knij qif "c"j gctkpi "qp">>hpcn'cr r tqxni'j gctkpi "f cvg@@cv">>hpcn'cr r tqxni'j gctkpi " vko g@@'q' "f gekf g" y j g'vj g't "q" cr r tqxg" vj g' r tqr qugf " ugwrgo gpv'0 Ki' vj g' Eqwv' cr r tqxgu" vj g' ugwrgo gpv'cpf'cp { qpg'qdlgeu."vj g'tg'b c { 'dg'cr r gcm'0K'ku'cny c { u'vpegt'v'cl'p'y j gp'vj g'ug'qdlge'v'k'p'u" cpf "cr r gcm'ecp'dg't'guqkxgf."cpf "t'guqkxpi "vj go "ecp'vcng'vko g'0Vq'ej geniqp'vj g'r tqi tguu'qh'vj g' ugwrgo gpv'ecm'vj g'Ugwrgo gpv'CFo kpkntcvqt'cv">>ugwrgo gpv'cf o kpkntcvqt'r j qpg'p'wo dgt '@@'qt' eqpvcev'Ernuu'Eqwpugn'ugg'dgnqy "ht'Ernuu'Eqwpugn'u'eqpvcev'kphqto cvkqp00Rrgcug'dg'r cvkq'p'0'

[ qw'y knij cxg'3: 2'f c { u'q'ecuj " { qwt'ugwrgo gpv'ej gen'0K'c'b ckrqf 'kpf k'kf wcn'ugwrgo gpv'r c { o gpv' ku'p'qv'ecuj gf 'd { ">>ej gen'ecuj kpi "f gcf n'pg@@y kj kp'3: 2'f c { u'q'h'vj g'f cvg'r t'k'p'v'f "qp'vj g'ej gemi." cml'wpecuj gf "w'p'f u'y knidg'r c'k' "q" vj g' [Example Use: Equipments' QHieg' Wpenlo gf "Rtqr g'v' Hwp'f y kj "vj g'f g'p'v'f'qh'vj g'Ernuu'O go dgt'q'y j qo "vj g'w'p'f u'dgnpi." "q'dg'j gf "ht'vj g'Ernuu' O go dgt'Ngj cni'Cl'k' cv'Y qtn0"](#)

: 0Y j cv'co "Kj g'g'culpi A'

" " 42'qh' "   
 Wise v. Springs Charter Schools, Inc., et al. ]Rtqr qugf \_Q'tf g't'rgno k'pctk' "Cr r tqxpi 'Ernuu' Cevkqp'Ugwrgo gpv'"

"

"

"

Ki{qwf q'pqv'gzenmf' q'wug'htqo 'vj g'ugwgo gpv\*ceeqtf lpi 'v'j g't tqegf wtgu'gzr mklpgf 'dgruy +'  
{qw'y knitgrcug'egt'vclp'enclo u'cu'hqmny u'}

"

Cu'qh'vj g'Gh'ge'v'x'g'H'k'p'ri'U'g'w'go gpv'F'c'v'g.'E'rc'u'u'O'go dgtu'y j q'f'q'p'q'v'u'w'do k'c'k'o'g'n'f'  
c'p'f'x'c'r'k'f't'g's'w'g'u'h'q't'g'z'e'n'u'm'k'q'p't'g'r'c'g'u'g'v'j'g'T'g'r'c'g'u'g'f'R'c't'v'g'u'h'q't'o' 'v'j'g'T'g'r'c'g'u'g'f'E'nc'lo' u'0'  
R'c't'v'g'u'h'q't'o' 'E'rc'u'u'O'go dgtu'ci tgg'p'q'v'q'w'g'q't'q'y'g't'y'k'u'g'o'c'm'g'l'c'enc'lo' 'k'p'c'p'{'h'q't'w'o' "  
ci'c'k'p'u'v'c'p'{'q'h'v'j'g'T'g'r'c'g'u'g'f'R'c't'v'g'u'h'q't'c'p'{'q'h'v'j'g'T'g'r'c'g'u'g'f'E'nc'lo' u'0'}

"

E'rc'u'u'o'go dgtu'y j q'f'q'p'q'v'q'r'v'q'w'q'h'v'j'g'ugwgo gpv'y knitgrcug'c'm'f'enc'lo u'w'p'f'g't'w'e'v'g'."  
h'f'g't'e'n'c'p'f'q'c'e'n'f'y'c't'l'u'p'i'q'w'q'h'w'c'v'f' 'l'p'q't'g'n'v'g'f'v'q'd'c'u'g'f'w'r'q'p'v'j'g'c'm'g'i'c'v'k'p'u'  
o'c'f'g'h'c'w'e'c'm'g'i'g'f' 'l'p'v'j'g'E'q'o'r'm'k'p'v'v'j'g'H'k'u'v'c'o'g'p'f'g'f'E'q'o'r'm'k'p'v'c'p'f'v'j'g'U'g'e'q'p'f'  
C'o'g'p'f'g'f'E'q'o'r'm'k'p'v'c'p'f'c'm'q'v'g't'enc'lo' u'v'j'c'v'c'q'w'f'j'c'x'g'd'g'g'p'r'g'f'g'f'd'e'u'g'f'q'p'v'j'g'  
h'e'w'c'e'u'g't'v'f' 'l'p'v'j'g'c'e'v'k'p'v'v'j'g'o't'g'r'c'g'u'g'f'E'nc'lo' u'0'v'j'k'u'l'p'e'n'f'g'u'd'w'k'u'p'q'v'v'o'k'g'f'  
v'q'h'e'l'm'w'g'v'q'r'c'f' 'u't'e'l'i'j'v'c'p'f' 't'g'i'w'e't'y'c'i'g'u' 'h'e'l'm'w'g'v'q'r'c'f' 'q'x'g't'w'o'g'y'c'i'g'u' 'h'e'l'm'w'g'v'q'  
r't'q'x'l'f'g'o'g'e'n'r'g't'q'f'u' 'h'e'l'm'w'g'v'q'r't'q'x'l'f'g't'g'u'r'g't'q'f'u' 'h'e'l'm'w'g'v'q'r'c'f' 'y'c'i'g'u'f'w'g'ev'  
v'g't'o'k'p'e'v'k'p'v' 'h'e'l'm'w'g'v'q't'g'l'o'd'w'g' 'h'q't' 'r't'g'g'o'r'm'f'o'g'p'v'g'u'l'p'i' 'h'e'l'm'w'g'v'q'r't'q'x'l'f'g'  
k'g'o'k'g'f' 'y'c'i'g' 'u'e'v'g'o'g'p'u' 'h'e'l'm'w'g'v'q'r'c'f' 'g'o'r'm'f'g'g'u' 'y' 'l'g' 'e' 'o'q'p'v' 'x'l'q'r'v'k'p' 'q'h'  
D'w'k'p'g'u' 'c'p'f' "R't'q'h'g'u'k'p'u' 'E'q'f'g' 'u'g'e'v'k'p'v' 39422. "g'u' 'u'g's'0' 'R'c'i' 'C' "enc'lo' u' 'h'q't' 'c'l'k'k'i'  
r'g'p'e'n'g'u'f'w'g'v'q'v'j'g'c'm'g'i'g'f' 'N'e'd'q't' 'E'q'f'g' 'x'l'q'r'v'k'p'u'c'p'f' 'd'f' 'F'g'h'p'f'c'p'w'f'w'l'p'i' 'v'j'g'E'rc'u'u'  
R'e't'l'q'f' 'l'p'e'n'f' 'l'p'i' 'E'c'h'q't'p'l'e' 'N'e'd'q't' 'E'q'f'g' 'u'g'e'v'k'p'u' 423/426. "448. "4480. "732. "734. "77. " "  
3396. "33. "6. "33. "9. "33. " :. "c'p'f' "48. " :. "e't' 's'e'q. " "K'Y' 'E' "Y'c'i'g' 'Q't'f'g't' "6/4223="E'c'h'0'E'q'f'g' 'q'h'  
T'g'i'w'e'v'k'p'u' 'u'g'e'v'k'p'u' 33262\*33 "c'p'f' "34 "r'g'p'e'n'g'u'v'j'c'v'c'q'w'f'j'c'x'g'c't'l'g'g'p'q'w'q'h'v'j'g'  
h'e'w'c'e'u'g't'v'f' 'l'p'v'j'g'E'q'o'r'm'k'p'v' 'H'k'u'w'g' 'V'j'k'l'f' "C'o'g'p'f'g'f'E'q'o'r'm'k'p'v'c'p'f' "U'g'e'q'p'f'  
C'o'g'p'f'g'f'E'q'o'r'm'k'p'v' 'l'p'e'n'f' 'l'p'i' 'y'c'l'k'p'i' 'v'o'g'r'g'p'e'n'g'u'c'p'f' 'o'k'u'g'f' 'd't'g'e'm'u' 'l'p'v'g't'g'u'w'  
e'w'q't'p'g'f'u'o' 'h'g'u'c'p'f' "e'q'u'u' "c'p'f' "c'p'f' "q'v'g't' 'enc'lo' u'c't'l'u'p'i' 'q'w'q'h'q't' 't'g'n'v'g'f' 'v'q'v'j'g'  
E'q'o'r'm'k'p'v'v'j'g'H'k'u'v'c'o'g'p'f'g'f'E'q'o'r'm'k'p'v'c'p'f'v'j'g'U'g'e'q'p'f' 'C'o'g'p'f'g'f'E'q'o'r'm'k'p'v' 'h'q't'o' "  
L'w'k' "3. "4238"v'j'q'w'i'j' ">>v'j'g'f'c'v'g'q'h'R't'g'r'k'o'k'p'c't'{' 'C'r'r't'q'x'c'n'c'@'@' "

"

V'j'g'T'g'r'c'g'u'g'f'R'c't'v'g'u'h'q't'c't'g'F'g'h'p'f'c'p'w'f'c'p'f' 'q'h'F'g'h'p'f'c'p'w'f' 'u'w'e'c'g'u'q't'u' 'r't'g'u'g'p'v'c'p'f'  
h'q't'o'g't'c't'g'p'u' 'u'w'd'k'f'c't'g'u'c'p'f' 'c'h'h'd'e'v'g'f' 'b'q'o'r'e'p'l'g'u'y'j' 'l'ej' 'b'q'p'u'l'u'q'h'G'o'r'k'g'U'r't'l'p'i' 'u'  
E'j'c't'v'g't' 'U'ej'q'q'n' 'l'p'e'0' 'q'c'e'v'g'f' 'l'p' 'V'g'o'g'e'w'r'e' 'E'c'h'q't'p'l'e' 'J' 'e't'd'q't' 'U'r't'l'p'i' 'u' 'E'j'c't'v'g't' 'U'ej'q'q'n'  
 'l'p'e'0' 'q'c'e'v'g'f' 'l'p' 'L'w'k'p' 'E'c'h'q't'p'l'e' 'E'k't'w'u' 'U'r't'l'p'i' 'u' 'E'j'c't'v'g't' 'U'ej'q'q'n' 'l'p'e'0' 'q'c'e'v'g'f' 'l'p'  
 'U'ej'p'v'c' 'C'p'e' 'E'c'h'q't'p'l'e' 'X'l'u'e' 'U'r't'l'p'i' 'u' 'E'j'c't'v'g't' 'U'ej'q'q'n' 'l'p'e'0' 'q'c'e'v'g'f' 'l'p' 'X'l'u'e' '  
 'E'c'h'q't'p'l'e' 'c'p'f' "R'e'e'l'l'i'e' "U'r't'l'p'i' 'u' 'E'j'c't'v'g't' 'U'ej'q'q'n' 'l'p'e'0' 'q'c'e'v'g'f' 'l'p' 'E'j'w'r'e' "X'l'u'e' "  
 'E'c'h'q't'p'l'e' 'v'j'g't' 't'g'u'r'g'e'v'x'g'q'h'h'g'e't'u' 'f'k'g'e'v'q't'u' 'g'o'r'm'f'g'g'u' 'r'e't'v'p'g't'u' 'l'j'c't'g'j'q'f'g't'u'c'p'f'  
 'e'i'g'p'u' 'e'u'y'g'm'c'u'c'p'f' 'q'v'g't' 'u'w'e'c'g'u'q't'u' 'c'u'k'i'p'u'c'p'f' 'n'g'i'c'n't'g'r't'g'u'g'p'v'x'g'u'c'p'f' 'v'j'g't'  
 't'g'n'v'g'f' 'r'g't'q'p'u'c'p'f' 'g'p'v'k'g'u'c'p'f' 'c'p'f' 'l'p'f'k'k'f'w'e'l'q't' 'g'p'v'k'f' 'v'j'c'v'c'q'w'f' 'd'g'h'e'd'g' 'h'q't'c'p'f'  
 'q'h'v'j'g'T'g'r'c'g'u'g'f'E'nc'lo' u'c'p'f' "F'g'h'p'f'c'p'w'f' 'e'q'w'p'u'g'n'q'h't'g'e'q't'f' 'l'p'v'j'g'c'e'v'k'p'0' "G'o'r'k'g'  
 'U'r't'l'p'i' 'u' 'E'j'c't'v'g't' 'U'ej'q'q'n' 'l'p'e'0' 'J'c't'd'q't' "U'r't'l'p'i' 'u' 'E'j'c't'v'g't' 'U'ej'q'q'n' 'l'p'e'0' 'E'k't'w'u' 'U'r't'l'p'i' 'u'  
 'E'j'c't'v'g't' 'U'ej'q'q'n' 'l'p'e'0' 'X'l'u'e' 'U'r't'l'p'i' 'u' 'E'j'c't'v'g't' 'U'ej'q'q'n' 'l'p'e'0'c'p'f' "R'e'e'l'l'i'e' "U'r't'l'p'i' 'u' 'E'j'c't'v'g't'  
 'U'ej'q'q'n' 'l'p'e'0'c't'g'c'h'h'd'e'v'g'f' 'q't' 't'g'n'v'g'f' 'g'p'v'k'g'u' 'y' 'k'j' "U'r't'l'p'i' 'u' 'E'j'c't'v'g't' 'U'ej'q'q'n' 'l'p'e'0'c'p'f'  
 'g'e'e'j' 'u'w'e'j' "g'p'v'k'f' "e'q'p'f'w'e'v'g'f' 'v'j'g'c'm'g'i'g'f' "o'r't'g'g'o'r'm'f'o'g'p'v'o' 'o'g'g'v'k'p'i' 'u' 'v'j'c'v'c't'g' 'v'j'g'  
 'u'w'd'l'g'e'v'q'h'v'j'k'u'c'e'v'k'p'f'w'l'p'i' 'v'j'g't'g'n'x'c'p'v'v'o'g'r'g't'q'f'0'  
 'V'j'g'T'g'r'c'g'u'g'f'R'c't'v'g'u'h'q't'c't'g'F'g'h'p'f'c'p'w'f'c'p'f' "c'p'f' "q'h'F'g'h'p'f'c'p'w'f' 't'g'u'r'g'e'v'x'g'q'h'h'g'e't'u' "  
 'f'k'g'e'v'q't'u' 'g'o'r'm'f'g'g'u'c'p'f' 'c'i'g'p'w'0' "

"

"

"

"

Vj g'tgrcugc't tdxkukpu'q'h'ij ku'Ugwrgo gpv'ly knipq'v'cng'gh'ge'v'wp'k'f' g'hp'f' cp'u'j' cxg't' c'k' 'y' g'I' t'quu' Ugwrgo gpv'Co qwp'v'kp' h'm'r' gt' 'y' ku'Ugwrgo gpv'Ci t'ggo gpv'0

Wpf' gt' 'y' g'Ugwrgo gpv' R'nc'p'v'k'h' 'l'g'p'p'k'g't' 'Y' kug' ugr' ct'c'v'g'n' ('t'gr'c'ug'u' c'n'f'nc'lo u'uj' g'j' cu'ci' c'k'p'u'v'j' g' F' g'hp'f' cp'v'k'p'nc'f' k'pi' 'nc'lo u'c'p'f' 'r' t'c' {g't'u' h'q't' 't'g'rh'g'h' l'ug'o o' k'pi' 'h'q'o' 'y' g'g'z'g't'el'ug' 'q'h'j' g't' 'l'k' j' u'w'p'f' g't' N'cd'q't' 'E'q'f' g' 'u'g'ev'k'p'u' 3252.' 3253.' c'p'f' 3255.' y' j' l'ej' " ct'g' " u'w'd'l'g'ev' 'v'q' " c' " u'g'r' ct'c'v'g' " e'q'p'h'k' g'p'v'c'r'i' u'g'w'rg'o g'p'v'c'i' t'g'go g'p'v'd'g'y' g'g'p' R'nc'p'v'k'h' c'p'f' 'y' g'F' g'hp'f' cp'u'y' j' l'ej' 'y' g'R'ct'v'k'u'y' k'n'ib' c'n'g' 'c'x'c'k'c'nd'g' w'r' q'p' 't'g's' w'g'u'v'q'h' 'y' g'E'q'w't'0

30J qy 'ecp'Kqr v'q'w'q'h'ij ku'ugwrgo gpvA'

[ qw'ecp'qr v'q'w'q'h'ij ku'ugwrgo gpv'c'p'f' 't'g'v'c'p' '{ q'w' 'l'k' j' u'0'v'q' 't'q' 'u'q' . '{ q'w'b' w'u'v'g'p'f' 'c' 'h'g'v'g't' 'd' '{ 'b' c'k'i' v'q' 'y' j' g'Ugwrgo gpv' 'C'f' o' k'p'k'nt'c'v'q't' 'y' k'j' 'y' g' 'h'q'm'y' k'pi' " u'g'p'v'p'eg' . " q't' " u'q'o' g'y' k'pi' " u'k'o' k'r'c't' . " u'nc'v'k'p'i' < " o'k' t'g's' w'g'u'v'q' 'd'g' 'z'c'v'nc'f' g'f' 'h'q'o' 'y' g' 'e'nc'u'u' 'c'v'k'q'p' 'r' t'q'eg'g'f' k'pi' u'lp' 'y' g'b' c'w'g't' 'q'h' 'Jennifer Wise' v. Springs Charter Schools, Inc., Ecug'P q0 T'K'E422457; 0' " [ q'w' 'o' c' { " w'ug' 'y' j' g' " g'p'nc'q'g'f' " o'G'g'ev'k'q'p' " p'q'v' 'v'q' " R'ct'v'k'r' c'v'g' 'k'p' U'g'w'rg'o g'p'v' 'h'q't'o' o' 'h'q't' 'y' k'u'r' w'r' q'ug'0' [ q'w'y' k'n'j' c'x'g' '60 days' 'h'q'o' 'y' j' g' 'f' c'v'g' 'q'h' 'b' c'k'k'p'i' " q'h' 'y' j' k'u' 'E'nc'u'u' 'P' q'v'k'g' " v'q' " f' q' " u'q'0' [ q'w't' " Q'r' v'Q'w' 't'g's' w'g'u'v' 'o' w'u'v' 'd'g' " k'p' " y' t'k'k'p'i' " c'p'f' " o' c'k'g'f' " v'q' 'y' j' g' U'g'w'rg'o g'p'v' 'C'f' o' k'p'k'nt'c'v'q't' . " R'j' q'g'p'z' " U'g'w'rg'o g'p'v' 'C'f' o' k'p'k'nt'c'v'q't'u' . " >> u'g'w'rg'o g'p'v' 'c'f' o' k'p'k'nt'c'v'q't' " o' c'k'k'p'i' " c'f' f' t'g'u' " @ " c'p'f' " 'd'g' " r' q'u'o' c't'ng'f' " p'q' " r'c'v'g't' " 'y' c'p' " >> t'g'ur' q'p'ug' " f' g'c'f' r'k'p'g' " @ " q't' " k'v' 'y' k'n' 'p'q'v' 'd'g' " e'q'p'k'f' g't' g'f' " c'p'f' " { q'w'y' k'n' 'd'g' " d'q'w'p'f' " d' { " y' j' g' 'u'g'w'rg'o g'p'v' 'k'i' 'y' j' g' " U'g'w'rg'o g'p'v' 'C'f' o' k'p'k'nt'c'v'q't' " t'g' 'o' c'k'g'f' " { q'w't' " E'nc'u'u' 'P' q'v'k'g' " v'q' " c' " p'g'y' " c'f' f' t'g'u' . " { q'w'y' k'n'j' c'x'g' " c'f' f' k'k'q'p'c'i' " 37 " f' c' { u' 'h'q'o' " 'y' j' g' 'f' c'v'g' 'q'h' 'y' j' g' " t'g' / o' c'k'g'f' " E'nc'u'u' 'P' q'v'k'g' " v'q' 'r' v'q'w'0' [ q'w'b' w'u'v'k'p'nc'f' g' " { q'w' 'h'm'p'c'o' g' " c'p'f' " h'q't'o' g't' 'p'c'o' g'u' . 'k'h'c'p' { " c'p'f' " c'f' f' t'g'u' " k'p' " { q'w't' 't'g's' w'g'u'v'c'p'f' " { q'w'b' w'u'v'k'i' p' 'y' j' g' 'y' t'k'w'g'p' 't'g's' w'g'u'v'0J q'y' g'x'g't' . " { q'w' 'e'c'p'p'q'v'q'r' v'q'w'q'h' 'y' j' g' R'CI C " T'g'ng'c'ug'f' " E'nc'lo u'c'p'f' " 'y' k'n' 't'g'eg'k'g' " { q'w't' 't'q' 't'c'v'g' 'l'ij' c't'g' 'q'h' 'y' j' g' R'CI C " R'g'p'c'n'k'u'y' j' g'y' g't' " q't' 'p'q'v' { q'w'q'r' v'q'h'q'w'q'h'ij g' 'u'g'w'rg'o g'p'v'0

320F q'Kj cxg'c'rcy {gt'lp'y ku'ecugA'

Vj g'E'q'w't'v'j' cu'c'r'r' q'lp'v'g'f' 'F' c'x'k'f' 'I' 0'U'r' k'c'c'n'ij'q'h'ij g' 'y' g' 'U'r' k'c'c'n'ij'N'cy' 'H'k't'o' . ': 827' 'U'c'p'v'c' 'O' q'p'lec' 'D'n' R'O'D' '64776' . 'Y' g'u'v'j' q'm'y' q'q'f' . 'E'C' " ; 228 ; . 'V'g'r'r' j' q'p'g' " 435+947 / ; 2 ; 6 . 'f' c'x'k'f' B' u'r' k'c'c'n'ij' '0'q'o' . " c'p'f' " 'Y' c'n'g't' " N'0'J' c'k'p'g'u' 'q'h' 'W'p'k'g'f' " G'o' r' n'q' { g'g'u' 'N'cy' " 'I' t'q'w' " v'q' " t'g'r' t'g'ug'p'v' " { q'w' c'p'f' " q'y' g't' " E'nc'u'u' 'O'g'o' d'g't'u' 'k'p' " 'y' j' g' 'C'v'k'q'p'0'v'j' g'ug' 'h'cy' { g't'u' 'c't'g' 'e'c'nc'g'f' 'E'nc'u'u' 'E'q'w'p'ug'r'0'v'j' g'f' 'y' k'n' 'd'g' 'e'q'o' r' g'p'uc'v'g'f' 'h'q'o' " 'y' j' g' 'I' t'quu' U'g'w'rg'o g'p'v'Co qwp'v'cu'f' k'ue'w'ug'f' 'k'p' 'y' j' k'u' 'E'nc'u'u' 'P' q'v'k'g'0'k'i' { q'w'y' c'p'v'q' 'd'g' 't'g'r' t'g'ug'p'v'g'f' 'd' { " { q'w't' 'q'y' p' 'h'cy' { g't' . " { q'w'b' c' { " k'g' 'q'p'g'c'v' { q'w't' 'q'y' p' " g'z'r' g'p'ug'0

330J qy 'y knij g'rcy {gtu'dg'r c'k'f' A'

E'nc'u'u' 'E'q'w'p'ug'r'ij' k'n'c'u'n'ij' g' 'E'q'w't'v'q' 'c'y' c't'f' 'y' j' g'o' 'h'g'g'u' 'q'h' 'c'r'r' t'q'z'k'o' c'v'g'n' { '55' c'p'f' '315' " " \*c'p'g' / y' k'f' + " q'h' 'y' j' g' 'I' t'quu' U'g'w'rg'o g'p'v'Co qwp'v' " g'u'k'o' c'v'g'f' " v'q' " d'g' " &398.8880890 E'nc'u'u' 'E'q'w'p'ug'r'ij' k'n'c'u'q' " c'u'n'ij' g' " E'q'w't'v'q' 'c'y' c't'f' 'y' j' g'o' " e'q'u'u' 'q'h' 'p'q'v' 'b' q't'g' 'y' j' c'p' " &37.22202 'l'p'ew't'g'f' " k'p' " e'q'p'p'g'ev'k'q'p' 'y' k'j' 'y' j' g' 'C'v'k'q'p'0' v'j' g' 'E'q'w't'v' 'b' c' { " e'j' q'q'ug' " v'q' 'c'y' c't'f' 'h'g'u' 'y' j' c'p' 'y' j' g' 'c'o' q'w'p'v' 't'g's' w'g'u'g'f' 'd' { 'E'nc'u'u' 'E'q'w'p'ug'r'ij' }

340J qy 'f'q'K'g'm'ij g'E'q'w't'v'ij cv'Kf'q'p'q'v'k'ng'ij g'ugwrgo gpvA'





"  
[ qw'ecp'hpf "vj g'hqmy kpi "f qewo gpw'cv'y y v @aaaaaaaaaaaa[administrator website]@qo <

c0 Vj g'Hkuv'Co gpf gf "Lqkv'Ukr wcvqap"cpf "Ugwzo gpv'Ci tegg gpv'hkrf "y kj "vj g" Eqwtv'qp'Cr tkl'32.'42450'

d0 Vj g'Eqwtv'Qt f gt "Rtgrko kpc tkl "Crr tqx lpi "vj g'Hkuv'Co gpf gf "Lqkv'Ukr wcvqap" cpf "Ugwzo gpv'Ci tegg gpv'lwdo kwgf "y kj "vj g'Eqwtv'qp'Cr tkl'32.'42450'

e0 P qv'eg'qh'Rtqr qugf 'Ernu'Ce vqap'Ugwzo gpv'cpf 'J gctkpi 'F cvg'ht'Eqwtv'Crr tqxcn' hkrf "y kj "vj g'Eqwtv'qp'Cr tkl'32.'42450'

f0 Vj g'Gv'evqap'P qv'q "Rct v'ekr cvg'lp "Ugwzo gpv'htto "hkrf "y kj "vj g'Eqwtv'qp'Cr tkl' 32.'42450'

g0 Vj g'Odl'evqap'htto "hkrf "y kj "vj g'Eqwtv'qp'Cr tkl'32.'42450'

h0 Vj g'O qv'qap'ht "Rtgrko kpc tkl "Crr tqxcn'qh"vj g' "Lqkv'Ukr wcvqap"cpf "Ugwzo gpv' Ci tegg gpv'hkrf "y kj "vj g'Eqwtv'qp'Oevqdt'5.'42440'

i0 Vj g'F ger'cvqap"qh'F cxk' "Ur k'cn'lp" uwr r qtv'qh"vj g' "O qv'qap"ht "Rtgrko kpc tkl " Crr tqxcn'qh"vj g' "Lqkv'Ukr wcvqap"cpf "Ugwzo gpv'Ci tegg gpv'hkrf "y kj "vj g'Eqwtv' qp'Oevqdt'5.'42440'

j0 Vj g'F ger'cvqap"qh'Y cngt "J clpgu"lp" uwr r qtv'qh"vj g' "O qv'qap"ht "Rtgrko kpc tkl " Crr tqxcn'qh"vj g' "Lqkv'Ukr wcvqap"cpf "Ugwzo gpv'Ci tegg gpv'hkrf "y kj "vj g'Eqwtv' qp'Oevqdt'5.'42440'

k0 Vj g'F ger'cvqap"qh'Nctc'Dguugt'lp" uwr r qtv'qh"vj g' "O qv'qap"ht "Rtgrko kpc tkl "Crr tqxcn' qh"vj g' "Lqkv'Ukr wcvqap"cpf "Ugwzo gpv'Ci tegg gpv'hkrf "y kj "vj g'Eqwtv'qp'Oevqdt' 5.'42440'

l0 Vj g'F ger'cvqap"qh'O lej cgn'O qqtg'qp"Dgj cih'qh'Cf o kpkutcvqt"y kj "Tgur gev'vq" S w'ck'hec'vqap"qh'Ernu'Cf o kpkutcvqap'hkrf "y kj "vj g'Eqwtv'qp'Oevqdt'5.'42440'

m0 Vj g'F ger'cvqap"qh'I qcp "I tch' "Ngi cri'CK "cv"Y qtm"hkrf "y kj "vj g'Eqwtv'qp" Qevqdt'5.'42440'

n0 Vj g'Uwr r ngo gpcn'Dt'ekhpi "lp" uwr r qtv'qh"vj g' "O qv'qap"ht "Rtgrko kpc tkl "Crr tqxcn'qh" vj g' "Hkuv'Co gpf gf "Lqkv'Ukr wcvqap"cpf "Ugwzo gpv'Ci tegg gpv'hkrf "y kj "vj g' Eqwtv'qp"Cr tkl'32.'42450'

o0 Vj g'Uwr r ngo gpcn'F ger'cvqap"qh'F cxk' "Ur k'cn'lp" uwr r qtv'qh"vj g' "Uwr r ngo gpcn' Dt'ekhpi "ht"vj g' "O qv'qap"ht "Rtgrko kpc tkl "Crr tqxcn'qh"vj g' "Hkuv'Co gpf gf "Lqkv' Ukr wcvqap"cpf "Ugwzo gpv'Ci tegg gpv'hkrf "y kj "vj g'Eqwtv'qp'Cr tkl'32.'42450'

"

p0 Vj g'Uwr r ngo gpvciF gerctvqap'qh'Y cngt'J ckpgu'kp'Uwr r qtv'qh'yj g'Uwr r ngo gpvci'  
Dtkghpi "hjt'yj g'O qvqap'hjt'Rtgrko lpet ('Crr tqxci'qh'yj g'Hkuv'Co gpf gf "Lqkpv'  
Ukr wcvqap'cpf'Ugwrgo gpv'Ci tgggo gpv'hkrf'y kj 'yj g'Eqtvt'qap'Cr tkl'32.'42450'

"

Vj ku'Encuu'P qvleg'lwo o ctk gu'yj g'r tqr qugf 'ugwrgo gpv'0[ qw'o c{'ecniqt'eqpvcev'Encuu'Eqpugni'  
qt'yj g'Ugwrgo gpv'Co lplmtcvqt'h'{'qw'y qwf 'hng'o qtg'kphqto cvkqp'cdqvw'yj g'ecug0[ qw'o c{'  
ecni'>ugwrgo gpv'cf o lplmtcvqt'rj qpg'pwo dgt '@@qt'y tkg'yj g'Ugwrgo gpv'Co lplmtcvqt.'Rj qgp'k'  
Ugwrgo gpv'Co lplmtcvqtu.'hjecv'f'cv'>>ugwrgo gpv'cf o lplmtcvqt'o ckiki 'c'f f t gu@@'

"

[ qw'bec'hp'f'yj g'ugwrgo gpv'ci tgggo gpv'y kj 'yj ku'lphqto cvkqp<'k'Rv'lp'wh'lgp'p'ht'Y luga'P qvleg'  
Qh'O qvqap'Hjt'Rtgrko lpet ('Crr tqxci'Qh'Encuu'Ce'v'qap'Ugwrgo gpv'hkrf' "aaaaaaaa.'4244' "k'  
xlukpi 'yj g'Tkxgtul'g'Eqwv'f'Uwr g'kqt'Eqwv'f'qecv'f'ev' "Tkxgtul'g'J kxqtle'Eqwv'f'qwg.'6272'  
O'clp'Utggv' "Tkxgtul'g' "EC"; 4723="qt' "k' "ceegulpi 'yj g'Tkxgtul'g'Eqwv'f'Uwr g'kqt'Eqwv'f'  
y gdukg'ev'j wru'ly y y 0kxgtul'g'Eqwv'f'ce'0 q'x'0)

"

[ qw' ecp' cnuq' ceegui' yj g' Tkxgtul'g' Eqwv'f' Uwr g'kqt' Eqwv'f' Qp'kpg' Ugtxlegu' cv'  
j wru'ly y y 0aaaaaaaaaaaaaaaaaa."qt'd{ "xlukpi 'yj g'Engt'm'u'Qh'leg'cv'yj g'Tkxgtul'g'Eqwv'f'  
Uwr g'kqt'Eqwv'f' "Tkxgtul'g'J kxqtle'Eqwv'f'qwg.'6272' O'clp'Utggv' "Tkxgtul'g' "EC"; 4723+;  
dgyv'ggp'a-a2'c'0'0cpf'a-a2'r'0'0'O'qpf'c{' 'yj tqwi j 'Hk'f'c{.'gzem'f'kpi 'Eqwv'f' qk'f'c{u'0'

"

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

"

"

"

"

"

3

4

5

6

7

8

9

:

;

32

33

34

35

36

37

38

39

3:

3;

42

43

44

45

46

47

48

49

4:

3"

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

IqkvUkr wcvkp'qhfEncuu'Ugwgo gpcpf"  
Tgncug"

"

"



3 Jennifer Wise v. Springs Charter Schools, Inc., et al.  
4 Superior Court of the State of California, County of Riverside. 'Ecug'Pq0TtE422457; "

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

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

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

12 : *Wise v. Springs Charter Schools, Inc. Enruu'CeVkp'Ugwgo gpv'Cf o kpkutcvqt "*  
13 ; *e k'aaaaaaaaaaaaaaaaaaaaaaaaaaaa*  
14 *aaaaaaaaaaaaaaaaaaaaaaaaaaaa*  
15 *aaaaaaaaaaaaaaaaaaaaaaaaaaaa*

16 " Kf gerctg'cu'hqmy u'Kj cxg'tgegkxgf "pqvleg'qh'yj g'r tqr qugf "ugwgo gpv'lp'yj ku'ceVkp'cpf "  
17 Ky kuj 'q'dg'gzemf gf 'Itqo 'yj g'ercuu'cpf **not**'q't ctvlekr cvg'lp'yj g'r tqr qugf 'ugwgo gpv'Kw'pf gtucpf "  
18 yj ku'o gcpu'yj cv'Ky kn'pqv'dg'dqwpf "d{ "yj g'Ugwgo gpv'cpf "cnu'y kn'pqv'uj ctg'lp'yj g'ugwgo gpv'  
19 r tgeguf u'0

20 " aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
21 \*V{r gf "qt'Rtlpvgf "P co g+ "

22 " aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
23 \*Cfftguu+ "

24 " aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
25 \*Ekf. 'Ucvg. \ k 'Eqf g+ "

26 " aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
27 \*Vgnrj qpg'P wo dgt. 'kpenf lpi 'Ctgc'Eqf g+ "

28 " aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
29 \*Kgpv'lecvkp'P wo dgt+ "

30 *Kf gerctg'wpf gt "r gpenf "qh'r gtlw ("wpf gt "yj g'ny u"qh'yj g'Ucvg'qh' Eenthtpk "yj cv'yj g'  
31 htgi qlpi "ku'tvg'epf "eqttgevepf "y cu'gzgewgf "qp"aaaaaaaaaaaaaaaaaaaaa0*

32 "

33 F cvgf <aaaaaaaaaaaaa0' aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa"  
34 \*Uki pcwtg+ "

35 " " 3"

36 *Wise v. Springs Charter Schools, Inc., et al.* *Lqkp'Ukr wcvkp'qh'Enruu'CeVkp'Ugwgo gpv'cpf "*  
37 *Tgvcug "*

"

"

3

4

5

6

7

8

9

:

;

32

33

34

35

36

37

38

39

3:

3;

42

43

44

45

46

47

48

49

4:

"

"

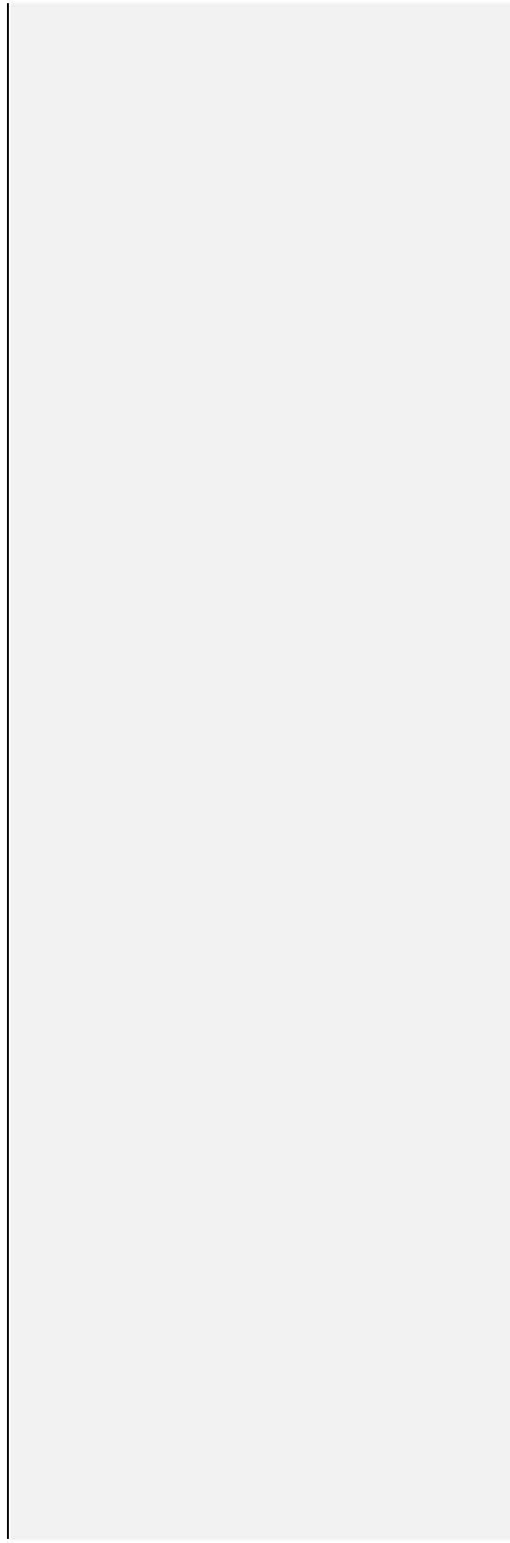
4"

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

Lqkpv'Ukr wcvkqp'qhf'Er:au'Cevkqp'Ugwgo gp'vcpf"  
Tgkcug"

"

"











# **EXHIBIT 19**

"

FCXIE" I 0URKXCM"8UDP"39; 8: 6:"

fexlfB ur kxemy 0qo."

EJ TKVIR C'RTGLGCP"8UDP"536994:"

ej tkvlpeB ur kxemy 0qo."

O C| C'EJ GCKVCPK"8UDP"557999:"

o c| c| eB ur kxemy 0qo."

VJ G'URKXCMNCY"HTO."

: 827"Uepve"O qplec"Dxf0"RO D"64776"

Y gw|J qm|y qqf."EC"; 228; "

Vggf j qpg< \*435"947/; 2; 6"

Heulo kg< \*435"856/46; 7"

"

Cwqtpg{u'ht"Relp"lllu."

IGPP HGT"Y KUG."cpf"emqj gtu'ulo kctn' ulwexf"

\*Cff klgpen'ewqtpg{u'ht"ret'lgp"qpmjy lpi"rei g+

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF RIVERSIDE**

**(UNLIMITED JURISDICTION)**

IGPP HGT"Y KUG."qp'dgj crh'qh'j gtu'ulo kctn'cpf"cm"  
"qj gtu'ulo kctn' ulwexf."cpf"cu'cp'oci i tlxgf"  
"go r nq{ gg'o"qp'dgj crh'qh'qj gtu'ulo kctn' i tlxgf"  
"go r nq{ gg'u'wpf gtu'ulo kctn' gtu'ulo kctn' gtu'ulo kctn'  
"Cwqtpg{u'ht" gpgtcrh'cev'qh'4226."

Plaintiff(s)."

xu0'

URTPI UEJ CTVGT"UEJ QQNU."PE0"e"  
"Ecrkhtpke"eqtr qtevkp=T KGT"URTPI U"  
"EJ CTVGT"UEJ QQN."PE0"e"Ecrkhtpke"

Eug"pq0TKE422457; "

"

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

"

J getpi "Fvg<" F gego dgt"36."4244

J getpi "Vlo g<" :-52"e0-0"

T ggt xevlq "K<" 7; 232824; 9; 7"

J getpi "Fgr 0" 3;"Vj g"J qpgtedng"Eteki"

Tlgo gt"

Eug"pq0TKE422457; "

"

3"qh'; "

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

]Rtr qugf \_Qtf gt'Rtgnlo lpcrk' 'Crr tqxlp' 'Ercul'  
Cevkp'Ugwgo gpv"

"

"

"eqtr qtcvkap=" GO RKG" URTPI U" EJ CTVGT"  
UEJ QON." RPE0" c" Ecrihqtple" eqtr qtcvkap=  
JCTDQT" URTPI U" EJ CTVGT" UEJ QON."  
RPE0" c" Ecrihqtple" eqtr qtcvkap=" EKWTWU"  
URTPI U" EJ CTVGT" UEJ QON." RPE0" c"  
Ecrihqtple" eqtr qtcvkap=" XKUC" URTPI U  
EJ CTVGT" UEJ QON." RPE0" c" Ecrihqtple  
eqtr qtcvkap=" RCEKHE" URTPI U" EJ CTVGT"  
UEJ QON." RPE0" c" Ecrihqtple" eqtr qtcvkap" cpf"  
F QGU3/72."lpenukxg."

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

Cevkap"hgkf < Lwnf "23."4242"  
F gr v< 3."Vj g"J apqtdng"Etcki "  
Tlgo gt"

" *Defendant(s)*/Defendants.

" "

"

**ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)**

"  
Y CNVGT"NOJ CIP GU"UDP"93297"  
y engtB wgn ny tgo"  
WP KVG"GO RNQJ GGU NCY"ITQWR"  
6498"Me gme" Cxg0"Uwkg"523"  
Nqu"Creo kqu"EC"; 2942"  
Vgr j qpg<" \*784;"478/3269"  
Heulo kg<" \*784;"478/3228"  
"  
Cwqtpg("hqt"Relp"Wh"u."  
IGPP"KGT"Y KUG"cpf"emqj"gtu"ulo"lactn"ukwvgt"  
"

**ATTORNEYS FOR DEFENDANT**

"  
NCTC"RODGUGT"UDP"4: 44: ; ;"  
CFTIGPP"GNOEQPTCF"UDP"53: 998:""  
ICENJ" P"O"OTGHPJ"GTV"UDP"539844:""  
ICEMUQP"NGY KUREO"  
447"Drqefy e["Uwkg"4222"  
Uep"Flgi q"EC"; 4323"  
Vgr j qpg<" \*83; ;"795/6; 22"  
Heulo kg<" \*83; ;"795/6; 23"  
"  
Cwqtpg("hqt"Flgppf"epw:""  
"

4"qh"; "

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

]Rtqr qugf \_Qtf gt'Rtgnlo lpctkl' 'Crr tqxkpi 'Ercui'  
Cevkap'Ugwgo gpv"

"

"

URTRPI UEJ CTVGT UEJ QONU "PE0"epf"  
TK&GT URTRPI UEJ CTVGT UEJ QON "PE0

"

Vj g" O qvqp" qh' Rncpvkh' Igppkgt" Y kug" \*j gtgchgt" tghgtgf" vq" cu" öRncpvkhö+" hqt"  
Rtgrko kpct { "Crr tqxcriqhc'Ernuu'Ce vkqp'Ugwrgo gpv\*vj g"öO qvqpö+;y cu'eqpukf gtgf 'd { 'vj g'Eqwtv"  
Vj g"J qpqcdng"Etcki "Tlgo gt"rtgukf lpi 0'Vj g"Eqwtv'j cxlpi "eqpukf gtgf "vj g"O qvqp."vj g"Lqlpv"  
Ukr wcvkqp"qh'Ernuu'Ce vkqp"Ugwrgo gpv'cpf "Tgngcug"qh'Ercko u"\*öUgwrgo gpvö"qt"öUgwrgo gpv'  
Ci tggö gpvö+;cpf "lwr r qt vki 'r cr gtu."J GTGD[ 'QTF GTU'VJ G'HQNNQY RPI <

30 Vj g'Eqwtvi tepu'f tgrko kpct { 'crr tqxcriqhv'j g'Ugwrgo gpv'cpf 'vj g'Ugwrgo gpv'Ernuu"  
dcugf "wr qp'vj g'vgtö u'lgv'htq'vj 'lp'vj g'Ugwrgo gpv'kngf "cu'cp'Gzj kdk'vq'vj g'O qvqp'htq'Rtgrko kpct { "  
Crr tqxcri0Cm'vgtö u'j gtglp'uj cmij cxg'vj g'üco g'ö gcplpi 'cu'f ghlpgf 'lp'vj g'Ugwrgo gpv'0'Vj g'Eqwtv'  
j cu'f gvtö kpgf "vj gtg'ku'uw'he'kpgv'gxf gpeg'vq"r tgrko kpctkq' "f gvtö kpg'vj cv\*c+;vj g'vgtö u'qh'vj g"  
Ugwrgo gpv'crr gct"vq"dg"hc.kt."cf gs wcvg."cpf "tgcupcdng"vq"vj g"Ugwrgo gpv'Ernuu"cpf "\*d+;vj g"  
Ugwrgo gpv'hcmu'y kj lp"vj g'tepi g'qh'tgcupcdngpguu"cpf "crr gctu"vq"dg"rtguwo r vkgv' "xcrkf."  
uwdlgev'qpn { "vq"cp { "qdlgev'vqpu'vj cv'ö c { "dg"tckugf "cv'vj g'hkpcij gctkpi "cpf "hkpcij'crr tqxcri'd { "vj ku"

" " 5"qh'; "

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

]Rtqr qugf \_Qtf gt'Rtgrko kpctkq' "Crr tqxcri 'Ernuu'  
Ce vkqp'Ugwrgo gpv"

"

"

EqwtvVj g'Eqwtv'y kn'o cmg'c'f gvgto kpcvqp'cv'vj g'j gctkpi "qp'vj g'o qvqp'htq'Hpcl'cr r tqxcn'qhi'  
ercuu'cevkqp'ugwgo gpv'\*j g'öHlpcn'Cr r tqxcn'J gctkpi ö+'cu'vq'y j gvj gt'vj g'Ugwgo gpv'ku'hclt."  
cf gs wcv'g'cpf 'tgcuaqpcdng'v'j g'Ugwgo gpv'Ercuu'

40 Hqt'r vtr qugu'qhi'v'ku'Rtgrko kpc{ 'Cr r tqxcn'Qtf gt.'vj g'öUgwgo gpv'Ercuu'ö'o gcpu'  
cm'r gtuqpu'y j q'gkjt'err'ngf'htq'go r m{fo gpv'y kj "F ghpfp cpw"qt "F ghpfp cpw"CHHdevgf "qt"  
Tgrv'gf "Gpvk'gu." y g'g' r tqur gcvk'g' go r m{ggu'qh'F ghpfp cpw"qt "F ghpfp cpw"CHHdevgf "qt"  
Tgrv'gf "Gpvk'gu." qt'y j q'y g'g' go r m{gf "d{"F ghpfp cpw"qt "F ghpfp cpw"CHHdevgf "qt" Tgrv'gf "  
Gpvk'gu" and' ewgpf gf "qpg" qh'F ghpfp cpw" \*qt "F ghpfp cpw"CHHdevgf "qt" Tgrv'gf "Gpvk'gu!"  
r tgg'o r m{fo gpv'o gcvkpi u'lp'Ecrk'qtpk' \*eqm'gcvk'gn' ö'Ercuu'O go dgtuö 'Twtlpi 'vj g'Ercuu'Retkqf'ö'  
Vj g'öErcuu'Retkqf'ö'uj cm'o gcp'vj g'r gtlqf "qh'w'o g'htqo "Lwn"3."4238."vj tqwi j "vj g'f cvg'vj g'Eqwtv'  
i tepu'rtgno kpc{ 'err'tqxcn'qhi'v'j g'Ugwgo gpv'öF ghpfp cpw"CHHdevgf "qt" Tgrv'gf "Gpvk'gu'eqpukv'  
q'cr r ngf'htq'go r m{fo gpv'y kj "F ghpfp cpw"Ur tkpi u'Ej ctvgt'Uej qqn.'kpe0'Tkxgt'Ur tkpi u'Ej ctvgt'  
Uej qqn'kpe0'Go r k'g'Ur tkpi u'Ej ctvgt'Uej qqn'kpe0'J ctdqt'Ur tkpi u'Ej ctvgt'Uej qqn'kpe0'Ektwu'  
Ur tkpi u'Ej ctvgt'Uej qqn'kpe0'Xkwc'Ur tkpi u'Ej ctvgt'Uej qqn'kpe0'cpf "Rceklle"Ur tkpi u'Ej ctvgt'  
Uej qqn'kpe0'F ghpfp cpw"gunko cvgf "vj cv'eu'qh' \*eqm'gcvk'gn'." öF ghpfp cpwö+'k'p'Ecrk'qtpk'." y g'g'  
r tqur gcvk'g' go r m{ggu'qh'F ghpfp cpw"lp'Ecrk'qtpk'." cpf lqt'y j q'F ghpfp cpw"go r m{gf "cv'cp{ "  
w'o g'dgw ggp" Lwn"3."4238"vj tqwi j "vj g'f cvg'vj g'Eqwtv'i tepu'rtgno kpc{ "err'tqxcn'qhi'v'j g'  
Ugwgo gpv.'vj g'g'y g'g'3.398"r qv'ep'len'Ugwgo gpv'Rtgrko kpc{ "Cr r tqxcn' \*eqm'gcvk'gn' "öErcuu'  
O go dgtuö'ö+ö'Ercuu'O go dgtu'eqpukv'luqng' 'qh'lwej 'r gtuqpu'vj cv'ewgpf gf "qpg'qh'F ghpfp cpw"  
ör'tg/go r m{fo gpv'ö'o gcvkpi u'Vj g'öErcuu'Retkqf'ö'uj cm'o gcp'vj g'r gtlqf "qh'w'o g'htqo "Lwn"3."  
4238."vj tqwi j "Jk' UGT'V'F'CVG'QH'RTGNIO K'CTJ "CRRTQXCN'öF ghpfp cpw"gunko cvgf "htq'  
r vtr qugu'qhi'o gf kcvqp'vj cv'vj g'e'ctg'3.398'Ercuu'O go dgtu'htq'vj g'r gtlqf "qh'Lwn"3."4238"vj tqwi j "  
F gego dgt'53."4243'öVj g'öG'htgcvk'g'Hpcl'Ugwgo gpv'F cvgö"e'gepu'eu'hmjy u'Y j g'pqli'v'ku'

" " 6'qh'; "

Wise v. Springs Charter Schools, Inc., et al." ]Rtqr qugf '\_Qtf gt'Rtgrko kpc{ 'Cr r tqxcn' 'Ercuu'  
Cevkqp'Ugwgo gpv'"

" " "

"

"

[Ugwrno gpv'y kn'de'y j gp](#)"vj g'hkpcn'crr tqxcn'qh'vj g"[Ugwrno gpv'q'ugwrno gpv'cnpu'r rceg"qt'y j gp](#)"  
 lwf i o gpv'ecp'pq'rupi gt'dg'crr r gcrgf."qt."kh'vj gtg'ctg'pq'qdlgevqtu.'pq'r ctvku'kp'kpvgtxgpkv'cv'  
 vj g'w'o g"vj g'eqwtv'i tcpu'hkpcn'crr tqxcn'qh'vj g"[Ugwrno gpv'ugwrno gpv](#)"cpf "pq'r quw'lwf i o gpv'  
 ej cmgpi gu'vq'vj g'lwf i o gpv."[vj g'Chgevkxg'Fevg'uj em'qcewt'vgp](#)"\*32+ecrgpf ct'f c{ u'htqo "vj g'f cvg"  
 vj g'eqwtv'kpvgtu'lwf i o gpv'i tcpu'pi "hkpcn'crr tqxcn'qh'vj g"[Ugwrno gpv'F'ghgpf cpv'uj em'tgo k'vq](#)"  
[vj g'Ugwrno gpv'F'fo'kplutexq't'vj g'I' tqu'Ugwrno gpv'Co'qwpv'y kj'kp'vgp](#)"\*32+ecrgpf ct'f c{ u'htqo "vj g'  
[Chgevkxg'Hkpcn'Ugwrno gpv'Fevg'ugwrno gpv'](#)Vj g'qcewtgpeg'qh'vj g'[Chgevkxg'Hkpcn'Ugwrno gpv'](#)  
 F cvg'ku'c"r t gts wuksg'vq'cp{ "qdrk cvkqp"qh'F'ghgpf cpv'vq"r c{ "cp{ "hwpf u'kpv'vj g"[S wcrkkgf](#)"  
 Ugwrno gpv'[Ceeqwp'Hwpf](#) 0

50 Vj ku'cevkap'ku'r tqxlukpccm{ "egt'vkgf "r wtuwcpv'vq'ugevkap"5: 4"qh'vj g'Ecrkktplc"  
 Eqf g'qh'EkknRtqegf wtg'cpf "T wr'5082."g'vugs 0qh'vj g'Ecrkktplc"Twru'qh'Eqwtv'cu'c'ercuu'cevkap"  
 hqt'r wtr qugu'qh'ugwrno gpv'qpn{ "y kj "tgur gev'vq'vj g'r tqr qugf "Ugwrno gpv'Ernuu0"

60 Vj g'Eqwtv'j gtdg{ "r tgrko kpcnk{ "hpf u'vj cv'vj g"Ugwrno gpv'y cu'vj g'r tqf wev'qh'  
 ugtkqu."kphqto gf."pqp/eqmwuksg"pgi qv'cevkapu'eqpf wevgf "cv'cto ai"ngpi vj "d{ "vj g'Rctvku'0'kp"  
 o cnkpi "vj ku'r tgrko kpcnk{ "hpf kpi ."vj g'Eqwtv'eqpukf gtdg "vj g'pcwtg'qh'vj g'erclo u'ugv'htvj "kp'vj g"  
 r ngcf kpi u'vj g'co qwpv'cpf 'hpf u'qh'dgpgkhu'y j lej 'uj cm'dg't ckl' r wtuwcpv'vq'vj g"Ugwrno gpv'vj g"  
 cmqecvkap"qh'Ugwrno gpv'r tqeggf u'vq'vj g"Ugwrno gpv'Ernuu."cpf "vj g'hcev'vj cv'vj g"Ugwrno gpv'  
 tgr tgu'pvc"eqo r tqo kug'qh'vj g'Rctvku'0'tgur gev'vq'vj g'quk'kqu'0'Vj g'Eqwtv'htvj g'r tgrko kpcnk{ "  
 hpf u'vj cv'vj g'vgo u'qh'vj g'Ugwrno gpv'j cxg'pq'qdxkqu'f'gh'ekgpekcu'cpf "f'q'p'v'lo r tqr gtn' 'i tcpu'  
 r tghgtpv'kn'tg'go gpv'vq'cp{ "kpf kkl' wcn'Ernuu"O go dgt'0'Ceeqtf kpi n{ ."vj g'Eqwtv'r tgrko kpcnk{ "  
 hpf u'vj cv'vj g"Ugwrno gpv'y cu'gpvgtgf "kpv'kp'i qaf 'h'ckj 0'

70 Vj g'Eqwtv' hpf u'vj cv'vj g'f cvgu'ugv' hqtvj "kp"vj g"Ugwrno gpv' hqt"o cnkpi "cpf "  
 f'knt'kdwkap'qh'vj g'Ernuu'P'q'leg'bo'ggv'vj g'tgs wktgo gpv'qh'f'vgr' t'qegu'cpf' r tqxkf g'vj g'dgu'p'q'leg"

" " 7"qh'; "

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

]Rtqr qugf \_Qtf gt'Rtgrko kpcnk{ 'Crr tqxkpi 'Ernuu'  
 Cevkap'Ugwrno gpv'"

"

"

r tcevecdng"wpf gt"vj g"ektewo uncpegu."cpf "eqpukswg"f wg"cpf "uwhtlekp'pqlveg"vq"cm'r gtuaqu"  
gpvkwgf "vj gtgvq."cpf "ftgeu'vj g'o cklpi "qh'vj g'Ernuu'P qvleg'd{'htuv'ernuu'o ckl'vq'vj g'Ugwrgo gpv'  
Ernuu'cu'ugv'htj'v 'lp'vj g'Ugwrgo gpv'0Ceeqtf lpi n'."vj g'Eqwtv'qtf gtuv'vj g'hqmy lpi 'ko rigo gpv'vqp"  
uej gf wrg'ht'ht'vj gt'r tqeggf lpi u'<

c0 D{"\_\_\_\_\_Y kj lp"vgn":32+ecngpf ct"fc{u"}F ghgpf cpvu'uj cm'  
r tqxf g"aaaaaaaaaaaaaaaaaaaaaaaaa-Rj qgpkz"Ugwrgo gpv'Cf o lpkmtcvqtu."  
vj g'cr r qkpvf "Ugwrgo gpv'Cf o lpkmtcvqt."y kj <\*"c+Cp"grgevtqple"fcvdcug'qh'  
cm'Ernuu'O go dgtu.'ruv'hpqy p'o cklpi "cfftguu."Uqeken'Ugewtk'pwo dgt"cpf"  
F ghgpf cpvu'go r m{gg'kf gpv'htecvqp'pwo dgt"oErnuu'O go dgtu'F cvcö="cpf"  
\*d+'Eqttgur qpf lpi "vq"geej "Ernuu'O go dgtu'pco g."F ghgpf cpvu'uj cm'r tqxf g"  
c'hi vtg'lpf lecvpi "vj g'vqen'pwo dgt'qh'Rc{ej gemu'f wt'pi "vj g'Ernuu'Rgtkqf "lp"  
y j lej "F ghgpf cpvu"go r m{gf "vj g'Ernuu'O go dgt'0Vj cv'pwo dgt'qh'Rc{ej gemu'  
uj cm'gd'tghgtgf "vq'cu'vj cv'Ernuu'O go dgtu'ö'kf kkl' wcn'Rc{ej gemu-ö"e+ö+0'K'  
cp{"qh'vj g'Ernuu'O go dgtu'F cv'ctg'wpcxkcdng"vq"F ghgpf cpvu."F ghgpf cpvu"  
y kn'uq'lp'htqo "Ernuu'Eqwpugr'cpf "vj g'Rctv'gu'y kn'o cng'vj gk"dguv'ghhtu'vq"  
tgeputwev'qt"qvj gty kug'ci tgg'wr qp"vj g'Ernuu'O go dgtu'F cv'r tkt'vq'y j gp"  
k'o wu'dg'uwdo kwgf "vq'vj g'Ugwrgo gpv'Cf o lpkmtcvqt0Ernuu'O go dgtu'F cv"  
y kn'vj gty kug'tgo clp'eqpkf gpv'cn'cpf "y kn'bv'dg'f kuen'ugf "vq'cp{qpg.'gzegr v'  
cu"pgeguact{"vq"cr r rlecdng"vcz lpi "cwj qt'kku."qt"r wtuwcpv'vq"F ghgpf cpvu'  
gzr tguu"y tkwgp"cwj qtk cv'qp"qt" d{" qtf gt"qh'vj g'Eqwtv' Vj g'Ugwrgo gpv'  
Cf o lpkmtcvqt'y kn'gd'tgur qpukdng'ht'cn'kpi 'tgcupcdng'uvgr u."eqpukv'v'vj kj "  
ku'ci tggf/wr qp'lqd'r ctco gvgtu."eqwtv'qtf gtu."cpf "hgg."vq"tceg"vj g'o cklpi "  
cfftguu'qh'cp{"Ernuu'O go dgt'ht"y j qo "c"Ernuu'P qvleg"ku'tgwtpgf"cu"





"

F c v c " c p f " q j g t y k u g " y q t n l y k j " F g h e p f c p w u e q w p u g n i c p f " E r e u u " E q w p u g n i v q " h k p f " c " o q t g " e w t t g p v " c f f t g u u 0 " V j g " U g w r g o g p v " C f o l p k u t c v q t " y k n i d g " t g u r q p u k d r g " h q t " c n k p i " t g c u q p c d r g " u v g r u " e q p u k u g p v " y k j " k u " c i t g g f / w r q p " l q d " r c t c o g v g t u " e q w t v q t f g t u " c p f " h g g . " v q " t c e g " v j g " o c k r k p i " c f f t g u u " q h " c p { " E r e u u " O g o d g t " h q t " y j q o " c " E r e u u " P q v l e g " k u " t g w t p g f " c u " w p f g r k x g t c d r g " d { " v j g " W U U " R q u c n i " U g t x l e g 0 " V j g u g " t g c u q p c d r g " u v g r u " u j c m i l p e n x f g " v j g " v c e n k p i " q h " c m i " w p f g r k x g t f " o c k n e r g t h q t o k p i " c f f t g u u " u g c t e j g u " h q t " c m i " o c k i t g w t p g f " y k j q w " c " h q t y c t f k p i " c f f t g u u " c p f " r t q o r v k l " t g / o c k r k p i " v q " E r e u u " O g o d g t u " h q t " y j q o " p g y " c f f t g u u g u " c t g " h q w p f 0 " k i " v j g " E r e u u " P q v l e g " k u " t g / o c k r k p i . " v j g " U g w r g o g p v " C f o l p k u t c v q t " y k n i p q v g " h q t " k u " q y p " t g e q t f u " c p f " p q v k h l " E r e u u " E q w p u g n i c p f " F g h e p f c p w u e q w p u g n i q h " v j g " f c v g " c p f " c f f t g u u " q h " g c e j " u w e j " t g / o c k r k p i " c u " r c t v " q h " c " y g g n m l " u v c w u " t g r q t v r t q x k f g f " v q " v j g " R c t v l g u 0

f0 **Reminder Notice.** P q v " r e v g t " v j c p " v j k t v l " \* 5 2 + " f c { " u " q h " o c k r k p i " v j g " p q v l e g . " v j g " e n c l o " u " c f o l p k u t c v q t " y k n i d g " t g s w k t g f " v q " u g p f " c " t g o l p f g t " p q v l e g " v q " g x g t { " e r e u u " o g o d g t " h q t o " y j q o " p q " e n c l o " q t " g z e n u k a p " t g s w g u v k u " t g e g l x g f 0

g0 **Declaration of Settlement Administrator.** P q v " r e v g t " v j c p " v g p " \* 3 2 + " e e n g p f e t u g x g p " \* 9 + " f c { " u " r t l q t " v q c h g t " v j g " H l p e n " C r r t q x c n " J g e t k p i " T g u r q p u g " F g c f r k p g . " v j g " U g w r g o g p v " C f o l p k u t c v q t " y k n i t t q x k f g " v j g " R c t v l g u " h q t " h k r k p i " y k j " v j g " E q w t v c " f g e n t c v k a p " q h " f w g " f k r k i g p e g " u g w k p i " h q t v j " k u " e q o r r i c p e g " y k j " k u " q d r k i c v k a p u " w p f g t " v j k u " C i t g g o g p 0 " R t l q t " v q " v j g " H l p e n " C r r t q x c n " J g e t k p i . " v j g " U g w r g o g p v " C f o l p k u t c v q t " y k n i u w r r n g o g p v " k u " f g e n t c v k a p " q h " f w g " f k r k i g p e g " k i " c p { " o c v g t k n l e j c p i g u " q e e w t " h q t o " v j g " f c v g " q h " v j g " h k r k p i " q h " k u " r t l q t " f g e n t c v k a p 0

**h0 Requests for Exclusion from Settlement; and Objections to Settlement:**

" " : " q h " ; "   
 

---

 *Wise v. Springs Charter Schools, Inc., et al.* ] R t q r q u g f \_ Q t f g t " R t g n o l p c t k l q " C r r t q x k p i " E r e u u " C e v k a p " U g w r g o g p v " "

"

"

**(Response Deadline).** "Erui'O go dgtu'o c{ "uwo k'tgs wguv'q"dg"gzemf gf " Itqo "vj g'ghgev'qh'vj g'Ugwgo gpv."qt"qdlgev'qpu'q"vj g'Ugwgo gpv."t wtuwepv'q" vj g'hqmy lpi "r tqegf wgu"

**10 Request for Exclusion from Settlement.** "C"Erui'O go dgt"o c{ " tgs wguv'q"dg"gzemf gf "Itqo "vj g'ghgev'qh'vj ku'Ci tgggo gpv."vi qwi j "pqv' vj g'RCI C'Tgncugf "Erko u."cpf"cp{ "rc{o gpv'qh'co qwpv'wv'gt "vj ku" Ci tgggo gpv."vi qwi j "pqv'vj g'RCI C'RC{o gpv."d{ "ko gnf "o ckrpi "c'rgwt" vq"vj g'Ugwgo gpv'Co lpkwtcvqt "hcvlpi "vj cv'vj g'Erui'O go dgt"y cpw" vq"dg"gzemf gf "Itqo "vj ku"Cevkqp0'Vj ku'rgwt"o wuv'kpenf g'vj g'Erui" O go dgtu'pco g."cfftguu."vgr j qpg"pwo dgt."cpf "uki pcwtg0'Vq"dg" xcrkf"cpf "ko gnf."vj g'tgs wguv'q"dg"gzemf gf "o wuv'dg'r quwo ctngf "d{ " vj g'fcv'ur gellgf "lp'vj g'Erui'P qveg"82"ukz v' + f c{u'Itqo "vj g'lpkkn'o ckrpi "qh'vj g'Erui'P qveg"d{ "vj g'Ugwgo gpv' Co lpkwtcvqt-0'C"Erui'O go dgt"y j q'r tqr gtn{ "uwo ku"c"xcrkf "cpf" wo gnf "tgs wguv'q"dg"gzemf gf "Itqo "vj g'Cevkqp"uj cm'pqv'tgegk'g"cp{ " rc{o gpv'qh'cp{ "nlpf "lp"eqppgev'q"y kj "vj ku"Ci tgggo gpv'qt "vj ku" Cevkqp." uj cm' pqv' dg" dqwpf" d{ " qt" tgegk'g" cp{ " dgpghk' qh' vj ku" Ci tgggo gpv."cpf "uj cm'j cxg'pq"twcpf lpi "q"qdlgev'q"vj g'Ugwgo gpv'0C" tgs wguv'ht "gzemwukp"o wuv'dg'o ckrkf "q"vj g'Ugwgo gpv'Co lpkwtcvqt" cv' vj g" cfftguu" r tqxkf gf " qp" vj g" Erui" P qveg0' Vj g' Ugwgo gpv' Co lpkwtcvqt "uj cm'vcpuo k'vj g'tgs wguv'ht"gzemwukp"q"eqwpugri'ht" vj g'Rctv'gu'cu'hqmy u"

++

" ; "qh"; "  
Wise v. Springs Charter Schools, Inc., et al." ]Rtqr qugf \_Qtf gt 'Rtgnb lpcrk{ 'Crr tqxkpi 'Erui' Cevkqp'Ugwgo gpv"  
"

"



"

: 827"Ucpvc'O qplec'Dri" [" Icen'p'O 0Tgkpi ctv'Gus 0'](#)  
 RO D'64776" [Icemuqp'Ngy ku'RCE0'](#)  
 Y guv'J qm'y qqf.'EC'; 228; " [O u0Cftgppg'N0E qptef'Gus 0'](#)  
 " 447'Dtqcf y c{"  
 " [Uwg'4222"](#)  
[Ug'3: 22"](#)  
 Ucp'F lgi q.'EC'; 4323/7272"  
 "

""Vj g'y tkwgp"qdlgevq"uj qwf "ucvg"vj g"qdlgevpi "Ernuu'O go dgtai"  
 hwm' pco g." cff tguu." cpf " vj g" cr r tqzko cvg" f cvgu" qh' j ku" qt" j gt"  
 go r m{ o gpv'y kj "F ghgpf cpw0Vj g'y tkwgp"qdlgevq"uj qwf "ucvg"vj g"  
 dcuku"ht" gcej "ur gekhle"qdlgevq"cpf "cp{ "ngi ch'uw r qt v'lp"enget"cpf "  
 eqpelug"vgo u0Vj g'y tkwgp"qdlgevq"cpm"uj qwf "ucvg"y j gvj gt "vj g"  
 Ernuu'O go dgt"lpv'p'f u'v"q"hto cm{ "lpv'x'gpg"cpf "dgeo g"c"r ctv{ "qh"  
 tgeqt' lp'vj g'cevq"cpf "wr qp"hto cm{ "lpv'x'gplpi ."cr r get"cpf "eti wg"  
 cv'vj g"hlpcn'Cr r tqxcn'J getlpi 0j gctkpi 0J qy gxgt."vj g"qdlgevqtu'y km'  
 dg" r tqxkf gf "y kj " vj g" qr r qtwpk{ " vq" ur gcm' cv' vj g" hlpcn' cr r tqxcn'  
 j getlpi " tgi ct f ngu" qh" y j gvj gt " vj g{ " j cxg" hkgf " cp" cr r gctepg" qt"  
 uwo kwgf "c"y tkwgp"qr r qukq"dg hqt gj cpf 0""

Ki'vj g"qdlgevpi "Ernuu'O go dgt" f qgu'pqv'hto cm{ "lpv'x'gpg"lp"vj g"  
 cevq"cpf qt"vj g"Eqwtv'tglgeu"vj g"Ernuu'O go dgtai"qdlgevq"vj g"  
 Ernuu'O go dgt'o c{ "u'knidg'dqwpf "d{ "vj g'vgo u'qh'vj ku'Ci tgggo gpv0"

i 0 **Report.** "P qv'xvgt"vj cp"htv'v'gpp"36+"f c{ u'chgt"vj g" f gcf rlp g"ht"uwo kuqkq"  
 qh" tgs wguu" hqt" gzenwukq"p." [f ku wgu" cpf " qdlgevqpu."](#) vj g" Ugwgo gpv"  
 Cf o lpkutcvqt'y kni' r tqxkf g'vj g'Rctv'gu'y kj "c'eqo r ngvg"cpf "ceewtcvg'ikuv'qh'cm'  
 Ernuu'O go dgtu'y j q'ugpv'vko gn{ "tgs wguu'vq'dg'gzemf gf 'htqo "vj g'cevq"cpf "  
 cm'Ernuu'O go dgtu'y j q'qdlgevq"vq"vj g'ugwgo gpv0"

" " 33'qh' "

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

]Rtqr qugf \_Qtf gt 'Rtgnlo lpctk{ 'Cr r tqxkpi 'Ernuu'  
 Cevq"Ugwgo gpv"

"

"

j 0 Vj g"Ugwrgo gpv"Cfo lpkntcvqt"uj cmlhkg"cf gerntcvkp"eqpewtgpw{ "y kj "vj g"  
Hkpi "qh"vj g"o qvqp"ht"Hlpcn"Cr r t q x c n" c w j g p l e c v p i " c " e q r { " q h' g x g t { "  
q d l g e v k p " cpf" gzenwukp" hqto " t g e g k x g f " d { " v j g" efo lpkntcvqtUgwrgo gpv  
Cfo lpkntcvqt0'

80 Vj g"Eqwtv'crr t q x g u . " c u " v q " h q t o " c p f " e q p v g p v . " v j g " E r c u u " P q v l e g . " v j g " G z e n w u k p "  
T g s w g u v h q t o . " c p f " v j g " Q d l g e v k p " h q t o . " c w c e j g f " c u " Exhibit A, B, and C " v q " k u " Q t f g t 0 "

90 Vj g"Eqwtv'crr t q x g u . " c u " v q " h q t o " c p f " e q p v g p v . " v j g " E r c u u " P q v l e g " l p " u w d u c p v k e m " v j g "  
h q t o " c w c e j g f " c u " G z j k l k ' C " v q " v j g " U g w r g o g p v . " v j g " G z e n w u k p " T g s w g u v h q t o " l p " u w d u c p v k e m " v j g "  
h q t o " c w c e j g f " c u " G z j k l k ' D " v q " v j g " U g w r g o g p v . " c p f " v j g " O d l g e v k p " H q t o " l p " u w d u c p v k e m " v j g " h q t o "  
c w c e j g f " c u " G z j k l k ' E " v q " v j g " U g w r g o g p v 0 "

90 Vj g"Eqwtv'crr t q x g u . " h q t " u g w r g o g p v " r w r q u g u " q p n . " F c x k f " I 0 " U r k x c n i " q h " V j g "  
U r k x c n i N c y " H k o " c p f " Y c n g t " N O J c l p g u " q h " W p k g f " G o r n j { g g u " N c y " I t q w " c u " E r c u u " E q w p u g r 0 "

90 Vj g"Eqwtv'crr t q x g u . " h q t " u g w r g o g p v " r w r q u g u " q p n . " I g p p k g t " Y k u g " c u " v j g " E r c u u "  
T g r t g u g p v k x g 0 "

920 Vj g" Eqwtv'crr t q x g u " R j q g p l z " U g w r g o g p v " C f o l p k n t c v q t u " c u " v j g " U g w r g o g p v "  
C f o l p k n t c v q t 0 "

320 Vj g"Eqwtv' t g r t o l p e t l a " c r r t q x g u " E r c u u " E q w p u g r 0 " t g s w g u v h q t " e w q t p g { u " l g g u " e p f "  
e q u u " u w d l g e v " v q " h p e n t g x l g y " d { " v j g " E q w t 0 "

330 Vj g"Eqwtv' t g r t o l p e t l a " c r r t q x g u " v j g " g u n o c v g f " U g w r g o g p v " C f o l p k n t c v q t " e q u u "  
r c { c d n g " v q " v j g " U g w r g o g p v " C f o l p k n t c v q t " u w d l g e v " v q " h p e n t g x l g y " d { " v j g " E q w t 0 "

340 Vj g"Eqwtv' t g r t o l p e t l a " c r r t q x g u " R e l p v h a " E r c u u " T g r t g u g p v k x g " R e { o g p v " u w d l g e v "  
v q " h p e n t g x l g y " d { " v j g " E q w t 0 "

350 40 C " H l p c n " C r r t q x c n i " J g e t l p i " u j c m l d g " j g r f " q p " \_\_\_\_\_ " c v " \_\_\_\_\_ . m . " l p "  
F g r c t v o g p v 3 " q h " v j g " U w r g t k q t " E q w t v h q t " v j g " U c v g " q h " E c n k h t p k e . " E q w p v { " q h " T k x g t u k f g . " n e c v g f " c v "

"

[vj.g](#)"Tlxgtukf g"J kxqtle"Eqwtvj qwug."6272"O clp"Utggv."Tlxgtukf g."EC"; 4723"vq"eqpukf gt"vj g"  
hcktpguu."cf gs wce{"cpf "tgcupcdngpguu"qh"vj g"r tqr qugf "Ugwrgo gpv"r tgnlo lpetkq "crr tqxgf "d{"  
vj ku'Rt gno lpet {"Crr tqxcn'Qtf gt."cpf "vq"eqpukf gt"vj g"cr r rkecvkp"qh'Ercuu'Eqwpugrhqt'cwqtpg{uø"  
hgguc'cpf 'equu'cpf "vj g'Ercuu'Tgr tguvpcvkg'Rc{ o gpv"vq"vj g'Ercuu'Tgr tguvpcvkg'Vj g'pqvleg'qh"  
o qvqp"cpf "cm'dt'ghu"cpf "o cvgtkcu"lp"uw r qt v'qh"vj g"o qvqp"ht "hpcn'crr tqxcn'qh'ercuu'cevqp"  
ugwrgo gpv'cpf "o qvqp"ht "cwqtpg{uø'hgguc'cpf "hski cvkp"equu'uj cm'dg'ugtxgf "cpf "hkgf "y kj "vj ku"  
Eqwtv'q'qt'dghqtg'\_\_\_\_\_ø'ukzvgp"\*38+Eqwtv'c{ u'dghqtg'vj g'Hpcn'Cr r tqxcn'  
[J gctkpi O'](#)

[36850](#) K'ht"cp{ "tgcup"vj g'Eqwtv'f qgu'pqv'gzgewg'cpf "hkg"c'hpcn'crr tqxcn'qtf gt"cpf "  
lwf i o gpv."qt'ht"vj g'Ghgevkxg'Hpcn'Ugwrgo gpv'F cvg."cu'f ghkgf "lp"vj g'Ugwrgo gpv.'T qgu'pqv'qeev"  
ht"cp{ "tgcup."vj g"r tqr qugf "Ugwrgo gpv"vj cv'ku"vj g'uwl'ge'v'qh"vj ku'qtf gt."cpf "cm'gxf gpeg"cpf "  
r tqeggf kpi u'j cf "lp'eqppgevkp"vj g'gy kj .'uj cm'dg'y kj qw'r tglw'leg"vq"vj g'ucwu's wq'cpv'tki j w"  
qh"vj g'Rct'vku"vj g'hski cvkp."cu'o qtg'ur gekh'ecm' "ugv'htvj "lp"vj g'Ugwrgo gpv'ø"

[37860](#) Vj g'Eqwtv'gzr tguun' "tgu'xgu"vj g'tki j v'vq"cf lqwp"qt'eqpv'pwg"vj g'Hpcn'Cr r tqxcn'  
J gctkpi "htqo "vko g"v"vko g'y kj qw'htvj gt"pqv'leg"vq"o go dgtu"qh"vj g'Ercuu'Vj g'Rckp'v'ht"uj cm'  
i kxg"r tqo r v'pqv'leg" qh' cp{ "eqpv'w'cpeg"vq" Ugwrgo gpv' Ercuu" O go dgtu"y j q"qdl'ge'v"vq" vj g"  
Ugwrgo gpv'ø"

**IT IS SO ORDERED."**

"

"

[FCVCF](#) <aaaaaaaaaaaaaaaaaaaaa" [aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa](#)  
[DATE](#) [aaa](#)"

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

"

" " 35'qh' " \_\_\_\_\_ ]Rtqr qugf "\_Qtf gt'Rt gno lpetkq "Crr tqxkpi 'Ercuu"  
*Wise v. Springs Charter Schools, Inc., et al.* Cevkp'Ugwrgo gpv'"

"

# **EXHIBIT 20**



3 F C X I F ' I O U R K X C M \* U D P ' 3 9 ; 8 : 6 + "  
" f c x k f B u r k x c m e y @ e q o "  
4 O C [ C ' E J G C K V C P K \* U D P ' 5 5 7 9 9 9 + "  
o c { c B u r k x c m e y @ e q o "  
5 V J G ' U R K X C M N C Y ' H K T O "  
6 : 8 2 7 ' U c p v c ' O q p l e c ' D i l ' R O D ' 6 4 7 7 6 "  
Y g u v ' J q m { y q q f . ' E C ' ; 2 2 8 ; "  
7 V g r g r j q p g " \* 4 3 5 + ' 9 4 7 / ; 2 ; 6 "  
H c e u k o k g " \* 4 3 5 + ' 8 5 6 / 4 6 : 7 "  
8 "

9 C w q t p g { u ' h q t ' R r c k p w h h "  
L G P P K H G T ' Y K U G . " c p f " c m i ' q y j g t u ' u k o k c t n { ' u k w c v g f "  
: \* C f f k l q p c n l e q w p u g r i h q t ' R r c k p w h h ' q p ' v j g ' h q m y k p i ' r c i g + "  
"

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

35 L G P P K H G T ' Y K U G . " q p ' d g j c h ' q h ' j g t u g r h ' c p f ' c m i '  
36 q y j g t u ' u k o k c t n { ' u k w c v g f . " c p f ' c u ' c p ' o c i i t k x g f "  
37 g o r m { g g o ' q p ' d g j c h ' q h ' q y j g t ' o c i i t k x g f "  
38 g o r m { g g u o ' w p f g t ' v j g ' N c d q t ' E q f g ' R t k x c v g "  
39 C w q t p g { u ' I g p g t c n l C e v ' q h ' 4 2 2 6 . "

*Plaintiff(s).*

"

x u 0'

"

3; U R T K P I U ' E J C T V G T ' U E J Q Q N U . " K P E 0 " c "  
42 E c r k h q t p k " e q t r q t c v k a p = " T K X G T " U R T K P I U "  
43 E J C T V G T ' U E J Q Q N . " K P E 0 " c " E c r k h q t p k "  
44 e q t r q t c v k a p = " G O R K T G ' U R T K P I U ' E J C T V G T "  
45 U E J Q Q N . " K P E 0 " c " E c r k h q t p k " e q t r q t c v k a p = "  
46 J C T D Q T ' U R T K P I U ' E J C T V G T ' U E J Q Q N . "  
47 K P E 0 " c " E c r k h q t p k " e q t r q t c v k a p = " E K V T W U "  
48 U R T K P I U ' E J C T V G T ' U E J Q Q N . " K P E 0 " c "  
49 E c r k h q t p k " e q t r q t c v k a p = " X K U V C " U R T K P I U "  
50 E J C T V G T ' U E J Q Q N . " K P E 0 " c " E c r k h q t p k "  
51 e q t r q t c v k a p = " R C E H H E " U R T K P I U ' E J C T V G T "  
52 U E J Q Q N . " K P E 0 " c " E c r k h q t p k " e q t r q t c v k a p " c p f "  
53 F Q G U ' 3 / 7 2 . " k p e n w u k x g . "

*Defendants.*

4: "

Ecug'P q0'TK422457; "

"

**CLASS ACTION**

**THIRD AMENDED COMPLAINT FOR:**

30 H c k w t g ' v q ' R c { ' C m i ' Y c i g u ' h q t ' C m i ' J q w u "  
Y q t n g f ' c v j g ' E q t t g e v ' T c v g u ' q h ' R c { ' \* N c d 0 '  
E q f g ' E E ' 7 3 2 . ' 3 3 ; 6 . ' 3 3 ; 9 . " c p f ' 3 3 ; : = "  
40 H c k w t g ' v q ' c w j q t k g ' c p f ' r g t o k t g u v "  
d t g e m i ' \* N c d 0 E q f g ' E E ' 4 4 8 0 " c p f ' 3 3 ; : = "  
50 H c k w t g ' v q ' r t q x k f g ' o g e n l r g t k q f u ' \* N c d 0 '  
E q f g ' E E ' 4 4 8 0 . ' 7 3 4 . " c p f ' 3 3 ; : = "  
60 H c k w t g ' v q ' R t q x k f g ' C e e w t c v g ' Y t k w g p "  
Y c i g ' U c v g o g p u ' \* N c d 0 E q f g ' E ' 4 4 8 = "  
70 Y c k l p i " V l o g " R g p c n k g u " \* N c d 0 E q f g " E E "  
4 2 3 / 4 2 5 = "  
80 W p h c k " E q o r g v k l q p " \* D w u 0 ( " R t q h 0 ' E q f g "  
E E ' 3 9 4 2 2 . " e t s e q . = " c p f "  
90 E k x k i ' R g p c n k g u " \* N c d 0 E q f g " E E " 4 8 ; : . " e t "  
s e q . + "

**JURY TRIAL DEMANDED**

3"



**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



3 Rrcpwhh" LGP P HGT "Y KUG" \*j gtgchgt "öRrcpwhh" : "qp" dgj chh" qh" j gtugrh" cpf "cm" qvj gtu'  
4 uko kctn{ "ukwcvgf . "eqo r rckpu" cpf "cmgi gu" cu" hqmqy u"

5 **INTRODUCTION**

6 30 Rrcpwhh" dtkpi u" vj ku" ercuu" cpf "tgr t gugpvcxg" cevkap" dcugf "qp" cmgi gf "xlqrcvkapu" qh"  
7 vj g" Ecrkhtpk" Ncdqt "Eqf g. " kpf wutken" Y grhctg" Eqo o kuukqp" Qtf gt "P q0'7/4223" \*j gtgchgt "öj g"  
8 Y ci g" Qtf gtö+ " cpf "vj g" Dwukpguu" cpf "Rtqhguukapu" Eqf g" ci ckpuvf ghgpf cpw" URTKPI U'EJ CTVGT"  
9 UEJ QQNU. "KPE0" c" Ecrkhtpk" eqtr qtcvkap= "TKXGT" URTKPI U' EJ CTVGT" UEJ QQN. "KPE0" c"  
: Ecrkhtpk" eqtr qtcvkap= "GO RKTG" URTKPI U' EJ CTVGT" UEJ QQN. "KPE0" c" Ecrkhtpk"  
; eqtr qtcvkap= "J CTDQT" URTKPI U' EJ CTVGT" UEJ QQN. "KPE0" c" Ecrkhtpk" eqtr qtcvkap=  
EKTWU" URTKPI U' EJ CTVGT" UEJ QQN. "KPE0" c" Ecrkhtpk" eqtr qtcvkap= "XKUV" URTKPI U'  
32 EJ CTVGT" UEJ QQN. "KPE0" c" Ecrkhtpk" eqtr qtcvkap= "RCEKHE" URTKPI U' EJ CTVGT"  
33 UEJ QQN. "KPE0" c" Ecrkhtpk" eqtr qtcvkap= "cpf" "F QGU" 3" vj tqwi j "72. "kpenwuxg" \*eqmgcvxgn{ "  
34 öF ghgpf cpwö+0"

35 40 Cu" lgvhqt vj "kp" b qtg" f gvckndgrny . "Rrcpwhh" cmgi gu" vj cv" F ghgpf cpw" ctg" hcdng" vj" gt"  
36 cpf "qvj gt" uko kctn{ "ukwcvgf " cr r rckcpw" hqt" go r mq{ o gpv" cpf "r tqur gevxxg. "ewttgpv" cpf "hqto gt"  
37 go r mq{ ggu" y j q" y qtngf "kp" Ecrkhtpk. "kpenw f kpi . "dw" pqv" rko kvgf "vq" j wo cp" tguqwtugu" uwhh"  
38 cf o kpkwcvxg" uwhh "vgej gtu, "cpf "r gtuppu" kp" uko kctn{ r qukkapu. "cv" cp{ "vko g" f wtkpi "vj g" r gtkqf "  
39 dgi kppkpi "hqw" { gctu" r tkqt "vq" vj g" hckpi "qh" vj ku" cevkap" vq" vj g" r t gugpv. "hqt" wpr ckf "y ci gu" cpf "qvj gt"  
3: tgrcvgf "tgrkgh" Vj gug" ercko u" ctg" dcugf "qp" F ghgpf cpwö" cmgi gf "hckwt gu" vq" \*3+ "eqo r gpucv" Rrcpwhh"  
3: cpf "vj g" dgrny / f guetkdgf "Ercuu" hqt "cm" j qwtu" y qtngf "cv" vj g" eqttgev" tcvgu" qh" r c{ =\*4+ "r tqxkf g" o gcn"  
3; r gtkqf u= \*5+ "cwj qt k g" cpf "r gto k" tguv" dtgcm= \*6+ "r tqxkf g" ceewtcv" y tkwgp" y ci g" uvcgo gpw. " \*7+ "  
42 vko gn{ r c{ y ci gu" wq qp" vgo kpcvkap" qh" go r mq{ o gpv. "cpf" \*8+ "hckn{ "eqo r gvgo C f f kkapcm{ . "Rrcpwhh"  
43 uggmu" ekxknr gpcnkgu" wpf gt "vj g" Ecrkhtpk" Ncdqt "Eqf g" Rt kxcv" C wqtpg{ u" I gpgtcn" Cev. "Ncdqt "Eqf g"  
44 ÈÈ" 48; : . "et seq. " \*öRCI Cö+0" Ceeqtf kpi n{ . "Rrcpwhh" pqy "uggmu" vq" tgeqxtg" ekxknr gpcnkgu. "wpr ckf "  
45 y ci gu. "cpf" tgrcvgf "tgrkgh" vj tqwi j "vj ku" ercuu" cevkap0'

46 **JURISDICTION AND VENUE**

47 50 Vj ku" Eqwt vj cu" lwdlgevö cwgt "lwt kuf levkap" dgecvug" vj g" ci i tgi cvg" ercko u" qh" Rrcpwhh"  
48 cpf "vj g" Ercuu" O go dgtu. "kpenwuxg" qh" cm" tgrkgh" r ræg" o qtg" vj cp" &47.222" kp" eqpvtqxtgu{ 0'

49 60 Vj gtg" ku" pq" dcuku" hqt "hgf gtcn" s wguvkap" uwdlgev" o cwgt "lwt kuf levkap" kp" vj ku" ecug'0'  
4: Ur gekhccm{ . "Rrcpwhh" cuugt u" ercko u" qp" dgj chh" qh" j gtugrh" cpf "vj g" Ercuu" O go dgtu" vj cv" uqgn{ "ctkug"  
wpf gt "Ecrkhtpk" rcy . "tcvj gt" vj cp" hgf gtcn" rcy 0'



**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

3  
4  
5  
6  
7  
8  
9  
:  
;  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
4:

70 Vj gtg'ku'cnuq'pq'dcuku'hqt'hgf gtcnlf kxgtukf 'lwtkuf lkvq'lp'vj ku'ecug0'  
80 Xgpwg" ku" r tqr gt" kp" Tlxgtukf g" Eqwv{ " r vtuwcpv" vq" Ecrkhtpk" Eqf g" qh" Ekxk'  
Rtqegf wtg'E5; 7\*c'+cpf 'E5; 70'lp'vj cv'kcdkxk{ 'ctqug'lp'Tlxgtukf g'Eqwv{ 'dgecwug'cv'ngcu'uoqo g'  
qh'vj g'vcpucevqpu'vj cv'ctg'vj g'uwdlgev'o cwgt'qh'vj ku'Eqo r rkp'v'qeewtgf 'vj gtgk'cpf lqt'dgecwug'  
gcej 'f ghgpf cpv'ku'hqwpf.'o ckwv'ku'qhh'egu.'vcpucev'dwukpguu.'cpf lqt'j cu'cp'ci gpv'vj gtgk'0'

**PARTIES**

90 Rrckp'khh' LGGP P KGT " Y KUG" ku" c" t gulf gpv' qh' Ecrkhtpk'0' Cv' cm' t grxcpv' vko gu."  
Rrckp'khh'y cu'cp'ogo r m{ ggoy' kj lp'vj g'o gcplpi 'qh'Vkwg': 'Ecrkhtpk'Eqf g'qh'T gi wv'vqpu'Ugevq'p"  
33382'cpf 'cp'oci i tkgxf 'go r m{ ggoy' kj lp'vj g'o gcplpi 'qh'Ncdqt'Eqf g'Ugevq'p'48; ; \*e+0'  
: 0 F ghgpf cpv'URTPI U'EJ CTVGT"UEJ QQNU."PE0'ku" c" eqtr qtcvq'p" qti cpk' gf "  
cpf "gzk'kpi "wvf gt'vj g'rcy u'qh'Ecrkhtpk'dcugf "qp'Rrckp'khh'u'lp'hto cvq'p'cpf "dgrkgh'0"  
; 0 F ghgpf cpv' TKG" URTPI U' EJ CTVGT" UEJ QQN." PE0' ku" c" eqtr qtcvq'p"  
qti cpk' gf "cpf "gzk'kpi "wvf gt'vj g'rcy u'qh'Ecrkhtpk'dcugf "qp'Rrckp'khh'u'lp'hto cvq'p'cpf "dgrkgh'0"  
320 F ghgpf cpv' GO RKTG" URTPI U' EJ CTVGT" UEJ QQN." PE0' ku" c" eqtr qtcvq'p"  
qti cpk' gf "cpf "gzk'kpi "wvf gt'vj g'rcy u'qh'Ecrkhtpk'dcugf "qp'Rrckp'khh'u'lp'hto cvq'p'cpf "dgrkgh'0"  
330 F ghgpf cpv' J CTDQT" URTPI U' EJ CTVGT" UEJ QQN." PE0' ku" c" eqtr qtcvq'p"  
qti cpk' gf "cpf "gzk'kpi "wvf gt'vj g'rcy u'qh'Ecrkhtpk'dcugf "qp'Rrckp'khh'u'lp'hto cvq'p'cpf "dgrkgh'0"  
340 F ghgpf cpv' EKWTWU" URTPI U' EJ CTVGT" UEJ QQN." PE0' ku" c" eqtr qtcvq'p"  
qti cpk' gf "cpf "gzk'kpi "wvf gt'vj g'rcy u'qh'Ecrkhtpk'dcugf "qp'Rrckp'khh'u'lp'hto cvq'p'cpf "dgrkgh'0"  
350 F ghgpf cpv' XKUVC" URTPI U' EJ CTVGT" UEJ QQN." PE0' ku" c" eqtr qtcvq'p"  
qti cpk' gf "cpf "gzk'kpi "wvf gt'vj g'rcy u'qh'Ecrkhtpk'dcugf "qp'Rrckp'khh'u'lp'hto cvq'p'cpf "dgrkgh'0"  
360 F ghgpf cpv' RCEKHE" URTPI U' EJ CTVGT" UEJ QQN." PE0' ku" c" eqtr qtcvq'p"  
qti cpk' gf "cpf "gzk'kpi "wvf gt'vj g'rcy u'qh'Ecrkhtpk'dcugf "qp'Rrckp'khh'u'lp'hto cvq'p'cpf "dgrkgh'0"  
370 Rrckp'khh'ku"ki pqtcv'qh'vj g'v'wg'pco gu."ecr cekkgu."tgr'v'qpuj kr u."cpf "gz'v'pw"qh'  
r ctv'ekr cvq'p'lp'vj g'eqpf wev'cmgi gf "j gtgk'p."qh'vj g'f ghgpf cpw'u'wgf "cu'F QGU'3/72."lp'nv'uk'g."dw'  
ku'lp'hto gf "cpf "dgrk'x'gu'cpf "vj gtgq'p'cmgi gu'vj cv'uck'f 'f ghgpf cpw'ctg'rgi cm{ 't'gur qpukdrg'hqt'vj g'  
y tqpi hwi'eqpf wev'cmgi gf "j gtgk'p'cpf "vj gtgq'p'uwgu'vj gug'f ghgpf cpw'd{ 'uwej "h'ek'v'k'q'w'u'pco gu'0'  
Rrckp'khh'y knico gpf "vj g'Eqo r rkp'v'q'cmgi g'vj g'v'wg'pco gu'cpf "ecr cekkgu'qh'vj g'F QG'f ghgpf cpw'  
y j gp'cuegt'v'k'p'gf 0'

380 Rrckp'khh'ku'lp'hto gf "cpf "dgrk'x'gu'cpf "vj gtgq'p'cmgi gu'vj cv'cm't'grxcpv'vko gu"  
j gtgk'p."cm'F ghgpf cpw'y gtg'vj g'ci gpw."go r m{ ggu'cpf lqt'ugt'xcpw."o cvgtu'qt'go r m{ gtu'qh'vj g'



3 tgo cklpi 'F ghgpf cpw."cpf 'lp'f qkpi 'y g'y kpi u'j gtgkchgt'cmgi gf .y gtg'cevki 'y kj kp'y g'eqwtug"  
4 cpf "ueqr g'qh'uwej "ci gpe{ "qt"go r m{ o gpv."cpf "y kj "y g"cr r tqxcn/cpf "tcevkq"qh'gcej "qh'y g"  
5 qyj gt 'F ghgpf cpw0

6 390 C'v'cm'tgrxcpv' vko gu."kp"r gtr gtcvki "y g"cevu"cpf "qo kuukpu"cmgi gf "j gtgk."'  
7 F ghgpf cpw."cpf "gcej "qh'y go .cevgf 'r wtuwcpv'vq'cpf 'lp'hw'j gtcpeg'qh'c'r qke{ .r tceveg."qt'c'rcem'  
8 qh'c'r tceveg'y j lej 'tguwngf 'lp'F ghgpf cpw'pqvr c { kpi 'Rrckp'hh'cpf 'y g'Encuu'kp'ceeqtf cpeg'y kj "  
9 cr r rkecdng'Ecrkhtpk'rtdqt 'rcy u'cu'cmgi gf 'j gtgk0'

10 3: 0 Rrckp'hh'ku'lp'htqo gf "cpf "dgrkxgu"cpf 'y gtgqp'cmgi gu'y cv'gcej "cpf "gxgt { "qpg'qh"  
11 : yj g'cevu"cpf "qo kuukpu"cmgi gf "j gtgk" y gtg"r gthqto gf "d{ ."cpf lqt"ctg" cwtkdwdng" vq."cm'  
12 ; F ghgpf cpw."gcej "cevki "cu'ci gpw"cpf lqt"go r m{ ggu."cpf lqt"wpf gt'y g'fktgevkq"cpf "eqpvtq'qh"  
13 gcej "qh'y g"qyj gt 'F ghgpf cpw."cpf "y cv'uckf "cevu"cpf "hckwtgu"vq'cev'y gtg'y kj kp'y g'eqwtug"cpf "  
32 ueqr g'qh'uckf "ci gpe{ ."go r m{ o gpv."cpf lqt'fktgevkq"cpf "eqpvtq0'

33 **CLASS ALLEGATIONS**

34 3; 0 Vj ku'cevki'j cu'dggp'dtqwi j v'cpf "o c{ "dg'o cklpckgf "cu'c'encuu'cevki'r wtuwcpv'vq"  
35 Ecrkhtpk'Eaq g'qh'Ekkn'Rtqegf wtg'E'5: 4'dgecwug'y gtg'ku'c'y gm'f ghkpgf "eqo o wpk'qh'kpvgt gu'  
36 co qpi "y g'r gtuqpu"y j q'eqo r tkug'y g'tgcf k' "cuegtvckpdrng'encuu f ghkpgf "dgm'y "cpf "dgecwug"  
37 Rrckp'hh'ku'wpcy ctg'qh'cp{ "f hkwng'rngrn{ "vq'dg'gpeqwpvgtgf "kp'o cpci kpi "y ku'ecug'cu'c'encuu"  
38 cevki0'

39 420 **Class Definition:**"Vj g'Encuu'ku'f ghkpgf "cu'hqm'y u'cm'r gtuqpu"y j q'cr r rkgf "hqt"  
3: go r m{ o gpv' y kj "F ghgpf cpw" kp' Ecrkhtpk. "y gtg"r tqur gevkg" go r m{ ggu"qh'F ghgpf cpw" kp'  
3; Ecrkhtpk."cpf lqt'y j q'F ghgpf cpw"go r m{ gf "kp'Ecrkhtpk. kpenf kpi "dw'pqv'iko kfg "vq"j wo cp"  
42 tguqwtegu'uchh'cf o kpkwtcvkg'uchh'vgej gtu."cpf "r gtuqpu"kp'eqo r ctcdng'r qukkqpu."cv'cp{ "vko g"  
43 f wtkpi "y g'r gtkqf "dgi kppkpi "hqt" { gctu'r tkqt"vq'y g'hhkpi "qh'y ku'cevki"cpf "gpf kpi "qp'y g'f cvg"  
44 yj cv'hpkn'wf i o gpv'ku'tgpf gtgf "kp'y ku'cevki0'

45 430 **Reservation of Rights:**'Rwtuwcpv'vq'Twng'qh'Eqwt'5087\*d+.'Rrckp'hh'tgugtxgu'y g'  
46 tki j v'vq'co gpf "qt"o qf kh{ "y g'encuu'f ghkpkqpu'y kj "i tgcvtg'ur gekhke{ ."d{ "hwt'j gt'f kklkq'kp'vq"  
47 uwdencuugu'cpf lqt'd{ 'rko kcvkq'vq'r ctvkwrc'tkuwgu0'

48 440 **Numerosity:**"Vj g'Encuu'ku'w'pwo gtqwu'y cv'y g'lqkpf gt'qh'gcej "lpf kklf wcn'encuu"  
49 o go dgt'ku'ko r tcevecri0'Y j kg'Rrckp'hh'f qgu'pqv'ewtgpv'nf "npqy "y g'gzcev'pwo dgt'qh'y g'Encuu."  
4: Rrckp'hh'ku'lp'htqo gf "cpf "dgrkxgu"y cv'y g"cewcn'pwo dgt"gzeggf u'y g'o kpk wo "tgs vktgf "hqt"  
pwo gtquk'wpf gt'Ecrkhtpk'rcy 0"



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

3 450 **Commonality and Predominance:** "Eqo o qp's wguvkqpu'qh'rcy "cpf "hcev"gzku'cu"  
4 vq"cm'ercuu"o go dgtu"cpf "r tgf qo kpcvg"qxgt"cp{"s wguvkqpu"y j lej "chgev"qpn{ "kpf kxkf wcn'ercuu"  
5 o go dgtu"Vj gug's wguvkqpu'kpenmf g."dw'ctg"pqv'ho kvgf "vq"<

6 C0 Y j gvj gt "F ghgpf cpw'hckrgf "vq"r c{"cmly ci gu'gctpgf "vq"ercuu"O go dgtu"ht"  
7 cmj qwtu'y qtnmf "cv'yj g'eqttgevtcvu'qh'r c{="

8 D0 Y j gvj gt "F ghgpf cpw'hckrgf "vq"r tqxkf g"o genr gt kqf u"vq"ercuu"O go dgtu="

9 E0 Y j gvj gt "F ghgpf cpw'hckrgf "vq"cwj qtk g"cpf "r gto kv'tguv'dt gcm'ht"ercuu"  
O go dgtu="

: F0 Y j gvj gt "F ghgpf cpw'npqy kpi n{ "cpf "kpvgpvkqpcmf "hckrgf "vq"r tqxkf g"yj g"  
; Ercuu"O go dgtu'y kj "ceewtcvg"cpf "eqo r rvg'y ci g'ucvgo gpw="

32 G0 Y j gvj gt "F ghgpf cpw'hckrgf "vq"vko gn{ "r c{ "hpcnly ci gu'wr qp"vgt o kpcvkq'qh"  
33 vj g'ercuu"O go dgtu"go r rj{o gpv="

34 H0 Y j gvj gt "F ghgpf cpw'gpi ci gf "kp'wphck "eqo r gvkkq'p'y kj kp'yj g"o gcplpi "qh"  
35 Dwukpguu"cpf "Rtqhguukqpu'Eqf g"EE"39422."et seq.."y kj "tgur gev"vq"yj g Ercuu="

36 I 0 Y j gvj gt "yj g"ercuu" O go dgtu" ctg" gpvkrgf "vq" tguvkwwkq" qh" o qpg{" qt"  
37 r tqr gt v{ "yj cv" F ghgpf cpw'o c{ "j cxg"ces wktgf "htqo "yj go "yj tqwi j "cmgi gf "Ncdqt'Eqf g'xkqrvkqpu="

38 J 0 Y j gvj gt "yj g'ercuu"O go dgtu"ctg"gpvkrgf "vq"r tglwf i o gpv'kpvgt guv="cpf "

39 K0 Ctg"yj g'ercuu"O go dgtu"gpvkrgf "vq"cwqtpg{ u'hhguA

3: 460 **Typicality:** "Rrckpwhh"erko u"ctg"v{ r kcn'qh"yj g"qvj gt "ercuu"O go dgtu"erko u"  
3; Rrckpwhh'ku'kphqto gf "cpf "dgrkxgu"cpf "yj gtgqp"cmgi gu'yj cv" F ghgpf cpw"j cxg"c'r qrlk{ ."r tceveg."qt"  
42 c'rcem'qh'c'r qrlk{ "y j lej "tguwngf "kp" F ghgpf cpw'hckrpi "vq"eqo r n{ "y kj "yj g'Ecrkhtpck'Ncdqt'Eqf g"  
43 cpf "yj g'Dwukpguu"cpf "Rtqhguukqpu'Eqf g'cu"cmgi gf "j gtgk0"

44 470 **Adequacy of Class Representative:** "Rrckpwhh"ku"cp"cf gs wcvg"ercuu'tgr tguvgpvkxg"  
45 kp'yj cv'lj g'j cu'pq'kpvgt guv'yj cv'ctg'cf xgtug'vq."qt"qvj gty kug'kp'eqphrkev'y kj . "yj g'kpvgt guv'qh'cdugpv"  
46 ercuu"Rrckpwhh'ku" f gf kcvgf "vq" xki qtqwun{ "r tqugewkpi "yj ku'cevkap"qp"dgj crh'qh'yj g'ercuu"Rrckpwhh"  
47 y kmlhckn{ "cpf "cf gs wcvgn{ "tgr tguvgpv"cpf "r tqvgev'yj g'kpvgt guv'qh'yj g'ercuu"O

48 480 **Adequacy of Class Counsel:** "Rrckpwhh"eqwpugn'ctg"cf gs wcvg"ercuu"eqwpugn'kp"  
49 vj cv"yj g{ "j cxg"pq"npqy p"eqphrkw"qh" kpvgt guv"y kj "Rrckpwhh"qt" cdugpv"ercuu"O go dgtu."ctg"  
4: 490 **Superiority:** C'ercuu'cevkap'ku'xcuwn{ "lwr gtktq"vq"qvj gt "cxckrdng"o gcpu'ht" hck"cpf "





O go dgtau'i tquu'y ci gu'gctpgf . 'pgv'y ci gu'gctpgf . 'vqcn'j qwtu'y qtngf . 'eqttgur qpf lpi 'pwo dgt'qh' j qwtu'y qtngf 'cv'gcej 'tcvg'd{ 'y g'Ernuu'O go dgt. 'cpf 'qyj gt'tgs wktgo gpw'qh'Ecrkhtpk'Ncdqt'Eaqf g' È'4480'''

540 C'v'cm'tgrxcpv'vko gu. "wr qp'tguki pcvkqp"qt"vgo kpcvqp. "F ghgpf cpw'hckrgf "vq"r c{ " hpcny' ci gu'kp'c'vko gn{ 'o cppgt'cu'c'tguwn'qh'yj gkt'hckwtg'vq'r c{ 'go r m{ ggu'ht'cm'y qtnr gthqto gf " qhh'yj g/emqen0'F ghgpf cpw'y krhwn{ 'hckrgf "cpf "tghwugf "vq"r c{ "vko gn{ 'eqo r gpucvqp"cpf "y ci gu. " kpenf lpi . "dw'pqv'vko kvgf "vq. "tgi wrt"vko g"cpf "qxgtvko g'y ci gu"ht"j qwtu'yj g{ "y qtngf "y j krg" eqo r rvg'pi "r tgrko kpc{ "qpdqctf lpi "vcum"cpf "y j krg"cwpgf lpi "vcklpi "cpf "qtkgpv'vqp"uguukapu" y j krg'qhh'yj g/emqen0'

**FIRST CAUSE OF ACTION**

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

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

550 Rckp'kh'kpeqtr qtcvgu'cm'r etci ter j u'qh'yj g'Eqo r rckp'cu'kh'hwm{ 'cmgi gf "j gtgkp0'

560 C'v'cm'tgrxcpv'vko gu. "Rckp'kh"cpf "yj g'Ernuu"O go dgtu"j cxg"dgpp"pqp/gzgo r v' go r m{ ggu'qh'F ghgpf cpw'cpf "gpv'krgf "vq"yj g'dgpg'ku'cpf "r tqv'vqp'qh'Ecrkhtpk'Ncdqt'Eaqf g'È' È'732."33; 6."33; 9."33; : . 'cpf "yj g'Y ci g'Qtf gt0'

570 Ugev'vqp"4"qh'yj g'Y ci g'Qtf gt'f ghk'p'gu'oj qwtu'y qtngf o'cu'oj g'vko g'f wtkpi "y j lej " cp'go r m{ gg'ku'uwdlgev'vq"yj g'eqpvtqn'qh'cp"go r m{ gt. "cpf "kpenf gu'cm'yj g'vko g'yj g'go r m{ gg'ku' uwhgtgf "qt'r gto kvgf "vq"y qtm"y j gj gt"qt'pqv'tgs wktgf "vq"fq'uq0'

580 Ugev'vqp"5"qh'yj g'Y ci g'Qtf gt'uv'vgu<

"\*C+F ckn{ "Qxgtvko g"/"I gpgtcn'Rtqxkukapu" "

\*3+"Vj g'hqmy lpi "qxgtvko g'r tqxkukapu'ctg'cr r rckcdrg'vq"go r m{ ggu" 3: "{ gctv'qh'ci g'qt'qxgt'cpf "vq"go r m{ ggu"38"qt"39"{ gctv'qh'ci g'y j q" ctg"pqv'tgs wktgf "d{ "rcy "vq"cwpgf "uej qqn'cpf "ctg"pqv'qyj gty kug" r tqj kdkgf " d{ "rcy " Itqo " gpi ci lpi " kp" yj g" uwdlgev" y qtn0' Uwej " go r m{ ggu'uj cm'pqv'dg"go r m{ gf "o qtg'yj cp'gki j v\*: +j qwtu'kp'cp{ " y qtnf c{ "qt" o qtg" yj cp"62"j qwtu'kp"cp{ "y qtny ggn' wprguu" yj g" go r m{ gg'tgegk'gu'qpg"cpf "qpg/j cih"\*3" +vko gu'uwej "go r m{ ggau" tgi wrt"tcvg"qh'r c{ "ht"cm"j qwtu"y qtngf "qxgt"62"j qwtu'kp" yj g" y qtny ggn0' Gki j v\*: +j qwtu'qh'ncdqt"eqpukwgu" c" f c{ au"y qtn0' Go r m{ o gpv'dg{ qpf "gki j v\*: +j qwtu'kp'cp{ "y qtnf c{ "qt"o qtg'yj cp" ukz \*8+f c{ u'kp'cp{ "y qtny ggn'ku'r gto kuukdr'rtqxk'gf "yj g'go r m{ gg' ku'eqo r gpucv'gf "ht"uwej "qxgtvko g'cv'pqv'iguu'yj cp<

"\*c+"Qpg"cpf "qpg/j cih"\*3" +vko gu'yj g'go r m{ ggau'tgi wrt"tcvg"qh'

: "





3  
4  
5  
6  
7  
8  
9  
:  
;  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

r c { "hqt"cmj qwtu'y qtngf "kp"gzeguu"qh"gli j v\*: +j qwtu"wr "vq"cpf " kpenmf kpi "34"j qwtu'kp"cp{ 'y qtnf c{ . 'cpf "hqt"vj g'htuv'gli j v\*: +j qwtu" y qtngf " qp" vj g" ugxgpvj " \*9vj + " eqpugewkxg" f c{ " qh" y qtnf "kp" c" y qtny ggm="cpf "

\*d+F qwdrg"vj g"go r m{ ggau'tgi wrct'tcvg"qh'r c{ 'hqt'cmj qwtu'y qtngf " kp"gzeguu"qh"34"j qwtu'kp"cp{ 'y qtnf c{ "cpf "hqt"cmj qwtu'y qtngf "kp" gzeguu"qh"gli j v\*: +j qwtu"qp"vj g"ugxgpvj " \*9vj + "eqpugewkxg" f c{ "qh" y qtnf "kp" c" y qtny ggm' "

\*e+"Vj g"qxgtvko g"tcvg"qh'eqo r gpucvqp"tgs wktgf "vq"dg"r ckf "vq" c" pqpzgo r vhwvko g'ucrtkgf "go r m{ gg'uj cmldg'eqo r wgf "d{ "wukpi " vj g"go r m{ ggau'tgi wrct"j qwtu' "ucrt{ "cu"qpg/hqt vkgvj " \*3 l62+"qh"vj g" go r m{ ggau'y ggm' "ucrt{ '0 "

590 Ugevkp"6"qh"vj g"Y ci g"Qtf gt'tgs wktgu'cp"go r m{ gt"vq"r c{ "pqp/gzgo r v'go r m{ ggu" cv'rgcu'vj g"o kpk wo "y ci g'ugv'hqt vj "vj gtgk'p'hqt"cmj qwtu'y qtngf . "y j lej "eqpukv'qh"cmj qwtu"vj cv' cp"go r m{ gt"j cu'cewcn'qt"eqputwvkg'npqy rgi g"vj cv'go r m{ ggu'ctg'y qtnkpi '0"

5: 0 Ncdqt"Eqf g'ugevkp"732"ucvku<"

Gki j vj qwtu'qh'rdqt"eqpukwvku" c" f c{ )u'y qtnf Cp{ 'y qtnf "kp"gzeguu" qh'gli j vj qwtu'kp"qpg'y qtnf c{ "cpf "cp{ 'y qtnf "kp"gzeguu"qh'62"j qwtu" kp"cp{ "qpg"y qtny ggm'cpf "vj g'htuv'gli j vj qwtu"y qtngf "qp"vj g" ugxgpvj "f c{ "qh'y qtnf "kp"cp{ "qpg"y qtny ggm'uj cmldg'eqo r gpucvqf "cv" vj g'tcvg"qh'pq"rguu"vj cp"qpg"cpf "qpg/j ch'vko gu"vj g'tgi wrct'tcvg"qh" r c{ "hqt"cp"go r m{ gg'0Cp{ 'y qtnf "kp"gzeguu"qh"34"j qwtu'kp"qpg" f c{ " uj cmldg'eqo r gpucvqf "cv"vj g'tcvg"qh'pq"rguu"vj cp"vy leg"vj g'tgi wrct" tcvg"qh'r c{ "hqt"cp"go r m{ gg'0kp"cf f kkp."cp{ 'y qtnf "kp"gzeguu"qh" gli j v' j qwtu" qp" cp{ " ugxgpvj " f c{ " qh" c" y qtny ggm' uj cm' dg" eqo r gpucvqf "cv"vj g'tcvg"qh'pq"rguu"vj cp"vy leg"vj g'tgi wrct'tcvg"qh'r c{ " qh"cp"go r m{ gg'0P qv kpi "kp"vj ku"ugevkp"tgs wktgu'cp"go r m{ gt"vq" eqo dlpq'o qtg"vj cp"qpg"tcvg"qh'qxgtvko g'eqo r gpucvqp"kp"qtf gt"vq" ecwvkv"vj g"co qwpv"vq"dg"r ckf "vq"cp"go r m{ gg'hqt"cp{ "j qwt"qh" qxgtvko g'y qtnf' "

5; 0 Ecrkhtpk"Ncdqt"Eqf g'E"33; 6"kpxcrk cvgu'cp{ "ci tgggo gpv'dgy ggp"cp"go r m{ gt" cpf"cp"go r m{ gg"vq"y qtnf'hqt"rguu"vj cp"vj g"o kpk wo "y ci g'tgs wktgf "wvf gt"vj g"cr r rcdrg"Y ci g" Qtf gt'0"

620 Ecrkhtpk"Ncdqt"Eqf g'E"33; 9"o cngu" k" wprcy hwi'hqt"cp"go r m{ gt"vq"r c{ "cp" go r m{ gg'rguu"vj cp"vj g"o kpk wo "y ci g'tgs wktgf "wvf gt"vj g"cr r rcdrg"Y ci g"Qtf gt" hqt"cmj qwtu" y qtngf "f wtkpi "c"r c{ tqm'r gkqf'0"

630 Ecrkhtpk"Ncdqt"Eqf g'E"33; : "o cngu" k" wprcy hwi'hqt"cp"go r m{ gt"vq"go r m{ "cp" ; "



**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

3 go r m{ gg'w'pf gt'eqpf k'k'apu'v'j cv'x'k'q'v'g'v'j g'Y ci g'Q'f gt'0"

4 640 Kp"eqplwpe'v'k'p. "v'j gug'r tqx'k'k'apu'q'h'v'j g'E'c'k'h'q't'p'k'c'N'c'd'q't'E'q'f g't'g's w'k't'g'go r m{ g't'u'  
5 v'q'r c{ 'p'q'p/g'z go r v'go r m{ g'g'u'p'q'ig'u'u'v'j c'p'v'j g'k'c'i t'g'g'f/w'r q'p'q't'u'c'w'w'q't'k'k' "o'c'p'f c'v'g'f "y'c'i g't'c'v'g'u'  
6 h'q't'c'm'l'j q'w't'u'y q't'n'g'f. "k'p'e'n'f'k'p'i "w'p't'g'e'q't'f'g'f "j'q'w't'u'y'j g'p'v'j g'go r m{ g't'p'p'g'y "q't't'g'c'u'q'p'c'd'n' "u'j'q'w'f "  
7 j'c'x'g'p'q'y'p'v'j c'v'go r m{ g'g'u'y'g't'g'y'q't'n'k'p'i "f'w'k'p'i "v'j'q'u'g'j'q'w't'u'0\*U'g'g'"M'or'ill'ion'v.'R'oyal'P'ack'ing'  
8 C'o.'"4'2'2'2'+4'4'E'c'r'0'6'v'j "7'9'7.'"7': '7'0"

8 650 R'c'k'p'w'h'h'k'u'k'p'h'q't'o'g'f "c'p'f "d'g'r'k'g'x'g'u"v'j c'v.'c'v'c'm't'g'r'g'x'c'p'v'k'o'g'u."F'g'h'g'p'f'c'p'u"j'c'x'g'  
9 c'r'r'k'g'f "e'g'p't'c'm' "f'g'x'k'g'f "r'q'r'k'k'g'u"c'p'f "r't'c'e'v'k'g'u"v'q"j'g't'c'p'f "v'j'g'E'rc'u'u'O'g'o'd'g't'u'y'k'j "t'g'u'r'g'e'v'v'q"  
: y'q't'n'k'p'i "e'q'p'f'k'k'q'p'u'c'p'f "e'q'o'r'g'p'u'c'v'k'p'c't't'c'p'i'g'o'g'p'u'0'

; 660 C'v'c'm't'g'r'g'x'c'p'v'k'o'g'u."F'g'h'g'p'f'c'p'u'r'c'k'"R'c'k'p'w'h'h'c'p'f "v'j'g'E'rc'u'u'O'g'o'd'g't'u'c'v'c'p"  
32 j'q'w't'n' "t'c'v'g'q't'u'c'r'c't' "q'p'g'k'j'g't'c'd'k'y'g'g'm' "q't'u'g'o'k'o'q'p'y'n' "d'c'u'k'u'0"

33 670 C'v'c'm't'g'r'g'x'c'p'v'k'o'g'u."F'g'h'g'p'f'c'p'u'h'c'k'g'f "v'q'r'c' {"R'c'k'p'w'h'h'c'p'f "v'j'g'E'rc'u'u'O'g'o'd'g't'u'  
34 h'q't'c'm'l'j'q'w't'u'y'q't'n'g'f "c'v'v'j'g'e'q't't'g'e'v't'c'v'g'u'q'h'r'c'c'."k'p'e'n'f'k'p'i ".d'w'p'q'v'h'k'o'k'g'f "v'q.'t'g'i'w'r'c't'c'p'f "q'x'g't'k'o'g'  
35 y'c'i'g'u'h'q't'c'm'j'q'w't'u'v'j'g' "y'q't'n'g'f "y'j'k'g"e'q'o'r'g'v'k'p'i "r't'g'r'k'o'k'p'c't' {"q'p'd'q'c't'f'k'p'i "c'u'm'u"c'p'f "y'j'k'g"  
36 c'w'g'p'f'k'p'i "t'c'k'p'k'p'i "c'p'f "q't'k'p'v'c'v'k'p' "u'g'u'k'q'p'u'y'j'k'g"q'h'h'v'j'g'e'n'q'e'n'0'

37 680 R'c'k'p'w'h'h'k'u'k'p'h'q't'o'g'f "c'p'f "d'g'r'k'g'x'g'u"c'p'f "v'j'g't'g'q'p'c'm'g'i'g'u'v'j'c'v.'c'v'c'm't'g'r'g'x'c'p'v'k'o'g'u."  
38 F'g'h'g'p'f'c'p'u'o'c'k'p'v'c'k'p'g'f "c'r'q'r'k' {"c'p'f'k'q't'r't'c'e'v'k'g."q't'm'e'n'v'j'g't'g'q'h"y'j'k'j "t'g'u'w'g'f "k'p'F'g'h'g'p'f'c'p'u'0'  
39 h'c'k'w't'g'v'q"e'q'o'r'g'p'u'c'v'g'v'j'g'E'rc'u'u'h'q't'c'm'l'j'q'w't'u'y'q't'n'g'f "c'v'v'j'g'e'q't't'g'e'v't'c'v'g'u'q'h'r'c'c' {"c'u't'g's'w'k't'g'f "d' {"  
E'c'r'k'h'q't'p'k'c'x'y'0'

3: 690 C'u'c't'g'u'w'n'q'h'F'g'h'g'p'f'c'p'u'0'w'p'r'y'h'w'i'e'q'p'f'w'v."R'c'k'p'w'h'h'c'p'f "v'j'g'E'rc'u'u'O'g'o'd'g't'u'  
3; j'c'x'g'u'w'h'g't'g'f "f'c'o'c'i'g'u'k'p'c'p'c'o'q'w'p'v' "u'w'd'l'g'e'v'v'q'r't'q'q'h"v'q"v'j'g'g'z'v'g'p'v'v'j'c'v'v'j'g' {"y'g't'g'p'q'v'r'c'k' "v'j'g'  
42 h'w'n'c'o'q'w'p'v'q'h'y'c'i'g'u'g'c't'p'g'f "f'w'k'p'i "g'c'e'j' "r'c' {"r'g't'k'q'f'f'w'k'p'i "v'j'g'c'r'r'k'c'e'd'g' "r'k'o'k'c'v'k'q'p'u'r'g't'k'q'f'."  
43 k'p'e'n'f'k'p'i "o'k'p'k'o'w'o'."q'x'g't'k'o'g'."c'p'f "f'q'w'd'g'v'k'o'g'y'c'i'g'u'0"

44 6:0 R'w't'u'w'c'p'v'v'q'E'c'r'k'h'q't'p'k'c'N'c'd'q't'E'q'f'g'E'33; 6.'R'c'k'p'w'h'h'q'p'd'g'j'c'h'i'q'h'j'g't'g'u'h'i'c'p'f'E'rc'u'u'  
45 O'g'o'd'g't'u."u'g'g'm'u'v'q't'g'e'q'x'g't'w'p'r'c'k' "y'c'i'g'u."r'k's'w'k'c'v'g'f "f'c'o'c'i'g'u'k'p'c'o'q'w'p'u'g's'w'e'n'v'q"v'j'g'c'o'q'w'p'u'  
46 q'h'w'p'r'c'k' "y'c'i'g'u."k'p'v'g't'g'u'v'j'g't'g'q'p'."c'p'f "c'y'c't'f'u'q'h't'g'c'u'q'p'c'd'g' "e'q'u'u'c'p'f "c'w'q't'p'g' {"u'0'h'g'g'u."k'p'e'n'f'k'p'i "  
47 k'p'v'g't'g'u'v'j'g't'g'q'p'."c'u'r'g't'o'k'w'g'f "d' {"x'y'."c'm'l'k'c'o'q'w'p'u' "u'w'd'l'g'e'v'v'q'r't'q'q'h'0'

47 I''''

48 I''''

49 I''''

4: I''''



**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)**

6; 0 Rnkpwh'lpqtr qtcvgu'cm'r ctcj ter j u'qh'y ku'Ego r nkp'cu'kh'hwml 'cmgi gf 'j' gtgk0'  
720 C'v'cm'tgrxcpv'vko gu'f wtkpi "vj g"cr r ncedrg"nko kcvkpu'r gtkqf. "Rnkpwh'cpf "vj g  
Ercu'O go dgtu'j cxg'dggp"go r m{ ggu'qh'F ghpf cpw'cpf "gpvknf "v'vj g'dgpgkku'cpf "r tqvkvkpu'  
qh'Ecrkhtpk'Ncdqt'Eqf g'E'4480.'33; : . 'cpf "vj g'Y ci g'Qtf gt0'

730 Ncdqt'Eqf g'E'33; : 'ucvgu.'"

oVj g'o czko wo 'j qwtu'qh'y qtm'cpf "vj g'ucpf ctf "eqpf kkvpu'qh'ncdt"  
hzgf "d{ "vj g"eqo o kkvkpu'uj cm'dg"vj g"o czko wo "j qwtu'qh'y qtm'cpf "vj g"  
ucpf ctf "eqpf kkvpu" qh'ncdt" hqt" go r m{ ggu' Vj g" go r m{ o gpv' qh' cp{ "  
go r m{ gg'hqt' hpi gt'j qwtu'vj cp'vj qug'hzgf 'd{ 'j g'qtf gt'qt'w'pf gt'eqpf kkvpu'  
qh'ncdt'r tqj kdkgf 'd{ 'j g'qtf gt'ku'wprcy hwt0'"

740 Kp'tgrxcpv'r ctv.'Ugevkp'34'qh'vj g'Y ci g'Qtf gt'ucvku'

T guv'Rgtkqf u<"

\*C+"" Gxgt{ " go r m{ gt" uj cm' cwj qtk g" cpf " r gto kv' cm'  
go r m{ ggu'v'vcng'tguv'r gtkqf u."y j lej "kpuhct'cu'r tcevkcedrg'uj cm'  
dg"kp"vj g"o kf f ng'qh'gcej "y qtm'r gtkqf 0'Vj g'cwj qtk gf "tguv'r gtkqf "  
vko g'uj cm'dg'dcugf "qp'vj g'vqcn'j qwtu'y qtnf 'f ckn' "cv'vj g'tcv'qh'vgp"  
\*32+'o kpwgu'pgv'tguv'vko g'r gt" hqt" \*6+"j qwtu'qt" o clqt" hcevkp"  
vj g'gqhd' J qy gxt." c" tguv' r gtkqf " pggf " pqv' dg" cwj qtk gf " hqt"  
go r m{ ggu'y j qug'vqcn'f ckn' "y qtm'vko g'ku'nguu'vj cp'vj tgg'cpf "qpg/  
j cm' \*5'34+"j qwtu'0Cwj qtk gf "tguv'r gtkqf "vko g'uj cm'dg'eqwv'gf "cu"  
j qwtu'y qtnf "hqt"y j lej "vj g'tg'uj cm'dg'pq" f gf vevkq' hqo "y ci gu'0"

\*D+"" K'cp" go r m{ gt "hku"v"r tqxkf g"cp" go r m{ gg" c" tguv'  
r gtkqf "k'ceeqtf cpeg'y kj "vj g"cr r ncedrg"r tqxkvkpu'qh'vj ku'Qtf gt. "  
vj g" go r m{ gt"uj cm'r c{ "vj g" go r m{ gg'qpg" \*3+"j qwt'qh'r c{ "cv'vj g"  
go r m{ gg'u't gi wxt' tcv'qh'eqo r gpucvkp'hqt'gcej "y qtm'f c{ "vj cv'vj g"  
tguv'r gtkqf "ku'pqv'r tqxkf gf 0"

750 o]Kp'vj g'eqpvz'v'qh'cp'gki j vj qwt'uj khv' :jc\_u'c"i gpgtcn'o cwgt.0'qpg'tguv'dtgcml'  
uj qwf 'hcm'qp'gk'j gt'ukf g'qh'vj g'o gcn'dtgcno(Ibid.) ""Brinker Rest. Corp. v. Superior Court""4234+  
75'Ecr06vj '3226.'3254.'495'R05f '735.'7530

760 Kp'cf f kkvkpu.'Ncdqt'Eqf g'Ugevkp'4480'ucvku'

"



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

3  
4  
5  
6  
7  
8  
9  
:  
;  
32  
33  
34  
35  
36  
37  
38  
39  
3:  
3;  
42  
43  
44  
45  
46  
47  
48  
49  
4:  
4:

d0 Cp'go r m{ gt 'uj cm'pqv'tgs wkt g'cp'go r m{ gg'vq'y qtm'f wtkpi 'c'o gen'qt' tguv'qt'tgeqxt { 'r gtlkf "o cpf cvgf "r wtuwcpv'vq"cp'cr r rkecdng"ucwwg."qt' cr r rkecdng" tgi wrcvqp."ucpf ctf ."qt" qtf gt "qh" vj g" kpf wutken' Y grhtg' Ego o kuukqp."vj g'Qeew cvkqpcn'Uchgv{ "cpf "J gcnj "Ucpcf ctf u'Dqctf ."qt' vj g'F kxkukp"qh'Qeew cvkqpcn'Uchgv{ "cpf "J gcnj 0

e0 Kf'cp'go r m{ gt 'hcku'vq'r tqxkf g'cp'go r m{ gg'c'o gen'qt'tguv'qt'tgeqxt { 'r gtlkf "kp'ceeqtfcpeg'y kj "c'ucv'rcy . 'lpenmf kpi . 'dw'pqv'iko kgf "vq."cp' cr r rkecdng"ucwwg"qt'cr r rkecdng"tgi wrcvqp."ucpf ctf ."qt" qtf gt "qh" vj g" kpf wutken'Y grhtg'Ego o kuukqp."vj g'Qeew cvkqpcn'Uchgv{ "cpf "J gcnj "Ucpcf ctf u'Dqctf ."qt' vj g'F kxkukp"qh'Qeew cvkqpcn'Uchgv{ "cpf "J gcnj . " vj g'go r m{ gt 'uj cm'r c { 'vj g'go r m{ gg'qpg'cf f kxkqpcn'j qwt'qh'r c { 'cv'vj g' go r m{ gg'u'tgi wrt "tcv'qh'eqo r gpucvqp"ht" gcej "y qtnf c { 'vj cv'vj g' o gen'qt'tguv'qt'tgeqxt { 'r gtlkf "ku'pqv'r tqxkf gf 0

770 Rwtuwcpcv'vq"vj g'Y ci g'Qtf gt."Rrcpv'hh'cpf "vj g'Ernu'O go dgtu y gtg'gpv'krgf "vq'dg' r tqxkf gf 'y kj 'pgv'tguv'dtgcml'qh'cv'rgcuv'vpg'o kpwgu'ht" gcej "hwt/j qwt'r gtlkf "qh'y qtm'qt"o clqt' htcevqp"vj gtqht0"

780 F ghgpf cpw'hckrgf "vq'r tqxkf g'Rrcpv'hh'y kj "cm'tgs wkt gf 'tguv'dtgcml'kp'ceeqtfcpeg' y kj 'vj g'Y ci g'Qtf gt0Rrcpv'hh'ku'lphtgo gf "cpf 'dgrkxgu'cpf 'vj gtgqp'cmgi gu'vj cv.'cv'tgrgxcpcv'vko gu' y kj kp'vj g'cr r rkecdng'iko kcvkqpu'r gtlkf ."F ghgpf cpw'j cf "c'r qrke { ."r tceveg."qt" c'rceni'qh'c'r qrke { " y j lej 'tguwngf 'kp'F ghgpf cpw'pqv'r tqxkf kpi "vj g'Ernu'O go dgtu y kj "cm'tguv'dtgcml'tgs wkt gf "d { " Ecrkhtpkc"rcy 0F ghgpf cpw'hckrgf "vq'r c { "Rrcpv'hh'vj g'cf f kxkqpcn'y ci gu'tgs wkt gf "d { " Ecrkhtpkc" Ncdqt'Eqf g'E'4480'ht'cm'tguv'dtgcml'pqv'r tqxkf gf "vq"j gt0Rrcpv'hh'ku'lphtgo gf "cpf 'dgrkxgu'cpf " vj gtgqp'cmgi gu'vj cv.'cv'tgrgxcpcv'vko gu'y kj kp'vj g'cr r rkecdng'iko kcvkqpu'r gtlkf ."F ghgpf cpw'j cxg" o clpv'krgf "c'r qrke { ."r tceveg."qt" c'rceni'qh'c'r qrke { " y j lej 'tguwngf 'kp'F ghgpf cpw'pqv'r tqxkf kpi "vj g' Ernu'O go dgtu y kj "cf f kxkqpcn'y ci gu'ht'cm'tguv'dtgcml'pqv'r tqxkf gf "vq"vj go "cu'tgs wkt gf "d { " Ecrkhtpkc"Ncdqt'Eqf g'E'44800Cu" c'tguwv'qh'F ghgpf cpw'wprcy hwi'eqpf wev."Rrcpv'hh'cpf "vj g' Ernu'O go dgtu"j cxg'uw'htgf "f co ci gu'kp"co qpwu'uwldgev'vq'r tqqh'vq"vj g'gzv'pv'vj g { "y gtg'pqv' r ckf "cf f kxkqpcn'y ci gu'qy gf "ht'cm'tguv'dtgcml'pqv'r tqxkf gf "vq"vj go 0D {"tgcup"qh'vj g'cdqg." Rrcpv'hh'cpf "vj g'Ernu'O go dgtu'ctg'gpv'krgf "vq'r tgo kwo "y ci gu'ht"y qtnf c { u'kp"y j lej "qpg"qt' o qtg'tguv'dtgcml'y gtg'pqv'r tqxkf gf "vq"vj go "r wtuwcpv'vq'Ecrkhtpkc"Ncdqt'Eqf g'E'44800'

TTTT  
TTTT  
TTTT  
TTTT  
TTTT



**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-"**

3  
4  
5  
6  
7  
8  
9  
:  
;  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

790 Rnkpwh'lpqtr qtcvgu'cmr'ctci ter j u'qh'vj ku'Ego r nkpvcu'kh'hwn' 'cmgi gf 'j' gtgk0'  
7: 0 C'v'cm'tgrgxcpv'ko gu'f wtkpi "vj g'er r ncedrg"nko kcvkpu'r gtkqf ."Rnkpwh"cpf "vj g  
8 Ercui'O go dgtu"j cxg"dggp"go r m{ ggu'qh'F ghpf cpw'cpf "gpvknf "v'vj g'dgpgkhu'cpf "r tqvkvkpu'  
9 qh'Ecrkhtpk"Ncdqt'Eqf g'EÈ'4480.'734"cpf '33; : . 'cpf "vj g'Y ci g'Qtf gt0'

7; 0 Ncdqt'Eqf g'E'33; : 'ucvgu.'"

oVj g'o czko wo 'j qwtu'qh'y qtm'cpf "vj g'ucpf ctf "eqpf kkp'u'qh'ncdt"  
hkzgf "d{ "vj g"eqo o kkkp"uj cm'dg"vj g"o czko wo "j qwtu'qh'y qtm'cpf "vj g"  
ucpf ctf "eqpf kkp'u' qh'ncdt"ht" go r m{ ggu' Vj g" go r m{ o gpv' qh' cp{ "  
go r m{ gg'ht' hpi gt'j qwtu'vj cp'vj qug'hzgf "d{ 'j g'qtf gt'qt'wpf gt'eqpf kkp'u'  
qh'ncdt'r tqj kdkgf "d{ 'j g'qtf gt'ku'wpcy hwn' "

820 Kp'tgrgxcpv'r ctv.'Ncdqt'Eqf g'Ugevkp'734'ucvgu"

oCp"go r m{ gt"o c{ "pqv"go r m{ "cp"go r m{ gg'ht" c"y qtm'r gtkqf "qh'o qtg"  
vj cp'hxg'j qwtu'r gt'f c{ 'y kj qwr' tqxkf kpi "vj g"go r m{ gg'y kj 'c'o gcn'r gtkqf "  
qh'pqv'ngu'vj cp'52"o kpwgu."gzegr v'vj cv'kh'vj g'vqcn'j qtm'r gtkqf "r gt'f c{ "qh'  
vj g"go r m{ gg'ku'pq'o qtg'vj cp'ukz'j qwtu.'vj g'o gcn'r gtkqf "o c{ 'dg'y ckgf "d{ "  
o wwn'eqpugpv'qh'dqv' "vj g"go r m{ gt'cpf "go r m{ gg'0Cp"go r m{ gt"o c{ "pqv"  
go r m{ "cp"go r m{ gg'ht" c"y qtm'r gtkqf "qh'o qtg"vj cp'32"j qwtu'r gt'f c{ "  
y kj qwr' tqxkf kpi "vj g"go r m{ gg'y kj 'c'ugeqpf "o gcn'r gtkqf "qh'pqv'ngu'vj cp'  
52"o kpwgu."gzegr v'vj cv'kh'vj g'vqcn'j qwtu'y qtnf' ku'pq'o qtg'vj cp'34"j qwtu."  
vj g'ugeqpf "o gcn'r gtkqf "o c{ "dg'y ckgf "d{ "o wwn'eqpugpv'qh'vj g"go r m{ gt"  
cpf "vj g" go r m{ gg' qpn' " kh" vj g' htu'v" o gcn' r gtkqf " y cu" pqv' y ckgf 0"  
"

830 Kp'tgrgxcpv'r ctv.'Ugevkp'33'qh'vj g'Y ci g'Qtf gt'ucvgu<

O gcn'Rgtkqf u<

\*C+\*\*\*\*\*P q"go r m{ gt'uj cm'go r m{ "cp{ "r gtuqp'ht" c"y qtm'r gtkqf "qh'  
o qtg'vj cp'hxg'\*7+j qwtu'y kj qw'c"o gcn'r gtkqf "qh'pqv'ngu'vj cp'52"o kpwgu."  
gzegr v'vj cv'y j gp'c'y qtm'r gtkqf "qh'pqv'o qtg'vj cp'ukz '\*8+j qwtu'y kn'eqo r ngv"  
vj g'f c{ 'y qtm'vj g"o gcn'r gtkqf "o c{ "dg'y ckgf "d{ "o wwn'eqpugpv'qh'vj g"  
go r m{ gt'cpf "vj g"go r m{ gg'0"

\*D+\*\*\*\*\*Cp"go r m{ gt"o c{ "pqv"go r m{ "cp"go r m{ gg'ht" c"y qtm'r gtkqf "  
qh'o qtg'vj cp'v'p'\*32+j qwtu'r gt'f c{ 'y kj qwr' tqxkf kpi "vj g"go r m{ gg'y kj "  
c'ugeqpf "o gcn'r gtkqf "qh'pqv'ngu'vj cp'52"o kpwgu."gzegr v'vj cv'kh'vj g'vqcn'  
j qwtu'y qtnf' "ku'pq'o qtg'vj cp'34"j qwtu.'vj g'ugeqpf "o gcn'r gtkqf "o c{ "dg"



3  
4  
5  
6  
7  
8  
9  
:  
;  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
4:

y ckgf "d{ "o wwwneqpuv'qh'v'j g"go r m{ gt "cpf "v'j g"go r m{ gg"qpn{ "kh"v'j g"  
htuv'o gcn'r gkqf "y cu'pqv'y ckgf 0'

\*E+""Wpnuu" v'j g"go r m{ gg"ku'tgngxf "qh'cm'f w{ "f wtkpi "c"52"  
o kpwg'o gcn'r gkqf . 'v'j g'o gcn'r gkqf "uj cm'dg'eqpukf gtgf "cp"oq'f w{ o'o gcn'  
r gkqf "cpf "eqwv'f "cu"v'o g'y qtn'f 0' Cp"oq'f w{ o'o gcn'r gkqf "uj cm'dg"  
r gto kwgf "qpn{ "y j gp"v'j g"pcwtg"qh"v'j g'y qtn'r t'gxp'w'cp"go r m{ gg"htqo "  
dgkpi "t'gngxf "qh'cm'f w{ "cpf "y j gp"d{ "y tkwgp"ci tggo gpv'dgy ggp"v'j g"  
r ct'v'gu'cp"qp/v'j g'lqd'r c'k' "o gcn'r gkqf "ku'ci tggf "v'j g'y tkwgp"ci tggo gpv'  
uj cm'l'v'g"v'j g'go r m{ gg"o c{ . 'k'p'y tkkpi . 't'gxp'ng"v'j g'ci tggo gpv'cv'cp{ "  
v'o g0'

\*F +""K'cp"go r m{ gt "h'ku'v'q'r tqxkf g"cp"go r m{ gg"o gcn'r gkqf "k"  
ceeqt'f cpeg'y kj "v'j g'er r r'cdng'r tqxk'k'qpu'qh'v'j ku'qt'f gt. 'v'j g"go r m{ gt "uj cm'  
r c{ "v'j g"go r m{ gg"qpg"3+"j qwt"qh'r c{ "cv'v'j g"go r m{ gg"u'tgi wct"tcw'qh'  
eqo r g'puc'v'q'p'ht'gcej "y qtn'f c{ "v'j g'go r m{ gkqf "ku'pqv'r tqxkf gf 0'

840 Rwtu'wcpv'v'q"Ecrk'ht'p'k"Ncdqt"E'qf g"E'734"cpf "v'j g"Y ci g"Q'f gt."R'ck'p'v'k'h"cpf "v'j g"  
E'rcu'u'O go dgtu'y gt'g'gp'v'w'ngf "v'q'dg'r tqxkf gf "y kj "w'p'k'v'g'tt'w'v'f "o gcn'r gkqf u'q'h'c'v'g'cu'52'b k'pw'gu"  
h'qt'gcej "f c{ "v'j g{ "y qtn'g'f "h'x'g'q't'o q't'g'j qwtu'0'Rwtu'wcpv'v'q"Ecrk'ht'p'k"Ncdqt"E'qf g"E'734."v'j g{ "y gt'g"  
cnu'q"gp'v'w'ngf "v'q"o"ugeqpf "52/o k'pw'g"o gcn'r gkqf "y j gp"v'j g{ "y qtn'g'f "o q't'g"v'j cp"32"j qwtu"l'p"o"  
y qtn'f c{ 0'

850 F wtkpi "v'j g't'g'ng'x'cp'v'v'o g'r gkqf . "F gh'g'p'f cpw"hc'k'ngf "v'q"r tqxkf g"R'ck'p'v'k'h'y kj "cm'  
t'gs w'k'g'f "o gcn'r gkqf u"l'p"ceeqt'f cpeg'y kj "Ecrk'ht'p'k"Ncdqt"E'qf g"E'734"cpf "v'j g"Y ci g"Q'f gt."  
k'p'w'f'k'pi . "dw'p'q'v'v'ko k'g'f "v'q."c"ugeqpf "52/o k'pw'g"wp'k'v'g'tt'w'v'f "o gcn'r gkqf u"q'p"y qtn'f c{ u"v'j g"  
go r m{ gg"y qtn'g'f "o q't'g"v'j cp"v'p"j qwtu"l'p"o"y qtn'f c{ 0'R'ck'p'v'k'h"ku"l'p'h'q'to gf "cpf "d'g'ng'x'g'u"cpf "  
v'j gt'g'q'p"cm'gi gu"v'j cv."cv't'g'ng'x'cp'v'v'o gu"y kj k'p"v'j g"cr r r'cdng'r r'ko k'c'v'k'p'u"r gkqf . "F gh'g'p'f cpw"  
o c'k'p'v'k'p'g'f "c"r q'rk'c{ . 'r t'c'v'k'g."qt"o"m'c'm'q'h'c"r q'rk'c{ "y j k'ej "t'g'u'w'ng'f "l'p"F gh'g'p'f cpw'p'q'v'r tqxkf k'pi "v'j g"  
E'rcu'u'O go dgtu'y kj "cm'o gcn'r gkqf u"t'gs w'k'g'f "d{ "Ecrk'ht'p'k"Ncdqt"E'qf g"E'734"cpf "v'j g"Y ci g"  
Q'f gt. "k'p'w'f'k'pi . "dw'p'q'v'v'ko k'g'f "v'q."c"ugeqpf "52/o k'pw'g"wp'k'v'g'tt'w'v'f "o gcn'r gkqf "q'p"y qtn'f c{ u"  
v'j g{ "y qtn'g'f "o q't'g"v'j cp"v'p"j qwtu"l'p"o"y qtn'f c{ 0"

860 F gh'g'p'f cpw"hc'k'ngf "v'q"r c{ "R'ck'p'v'k'h"v'j g"cf f'k'k'q'p'c'n'y ci gu"t'gs w'k'g'f "d{ "Ecrk'ht'p'k"  
Ncdqt"E'qf g"E'4480"ht'cm'o gcn'r gkqf u"p'q'v'r tqxkf gf "v'q"j gt'0'R'ck'p'v'k'h"ku"l'p'h'q'to gf "cpf "d'g'ng'x'g'u"  
cpf "v'j gt'g'q'p"cm'gi gu"v'j cv."cv't'g'ng'x'cp'v'v'o gu"y kj k'p"v'j g"cr r r'cdng'r r'ko k'c'v'k'p'u"r gkqf . "F gh'g'p'f cpw"  
j c'x'g"o c'k'p'v'k'p'g'f "c"r q'rk'c{ . 'r t'c'v'k'g."qt"o"m'c'm'q'h'c"r q'rk'c{ "y j k'ej "t'g'u'w'ng'f "l'p"F gh'g'p'f cpw"p'q'v'



3 r tqxkf lpi 'y g'Ercuu'O go dgtu y kj 'cf f kklqpcn'y ci gu'hqt'cm'lo gcn'r gtlqf u'pqv'r tqxkf gf 'v'j go 'cu'  
4 tgs wktgf 'd{ 'Ecrkhtpk'Ncdqt'Eqf g'E'44800"

5 870 Cu'c'tguwn'qh'F ghgpf cpwv'wpry hwn'eqpf wev'Rrckp'wh'c'p'f 'y g'Ercuu'O go dgtu'j cxg'  
6 uw'htgf 'f co ci gu'lp'co qwp'u'wdlgev'v'q'r tqqh'v'j'g'gz vgp'v'j g{ 'y gtg'pqv'r c'f 'cf f kklqpcn'y ci gu'  
7 qy gf 'hqt'cm'lo gcn'r gtlqf u'pqv'r tqxkf gf 'v'j go 0"

8 880 D{ 'tgcup'qh'y g'cdq'g.'Rrckp'wh'c'p'f 'y g'Ercuu'O go dgtu'ctg'gp'w'ng'f 'v'r tgo kwo "  
9 y ci gu'hqt'y qtnf c{ u'lp'y j lej "qpg'qt'o qtg'o gcn'r gtlqf u'y gtg'pqv'r tqxkf gf 'v'j go 'r wtuwcp'v'q'  
Ecrkhtpk'Ncdqt'Eqf g'E'44800'

**FOURTH CAUSE OF ACTION**

**FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

**(Lab. Code § 226)**

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

32 890 Rrckp'wh'k'p'eqtr qtcv'g'u'cm'r etci ter j u'qh'y ku'Ego r rckp'v'cu'k'h'wm'f 'cmgi gf 'j gtgkp'0'

33 8: 0 Rwtuwcp'v'q'Ecrkhtpk'Ncdqt'Eqf g'E'448\*c+'Rrckp'wh'c'p'f 'y g'Ercuu'O go dgtu'y gtg'  
34 gp'w'ng'f 'v'tgegk'g.'ugo ko qp'y n{ 'qt'c'v'y g'v'ko g'qh'gcej 'r c{ o gp'v'qh'y ci gu.'cp'cewcv'g'kgo k gf "  
35 ucv'go gp'v'uj qy lpi . 'co qpi 'q'y gt'kgo u.'3+'i tqu'y ci gu'gctpgf =4+'v'cn'j qwtu'y qtnf . 'gzegr v'htq "  
36 cp{ 'go r nq{ gg'y j qug'eqo r gpuc'k'p'ku'u'q'ng'f 'dcug'f 'qp'c'uc'rt { 'cpf 'y j q'ku'gz go r v'htqo 'r c{ o gp'v'  
37 qh'qxgt'v'ko g'w'pf gt'uwdf k'k'k'q'p'c+'q'h'Ugev'k'p'737'qt'cp{ 'cr r r'ecdn'g'qt'f gt'qh'y g'k'p'f wut'ken'Y g'ht'ct'g "  
38 Ego o k'k'k'q'p'=5+'pg'v'y ci gu'gctpgf =cpf "6+'cm'cr r r'ecdn'g'j qwt'f 't'cv'g'u'k'p'g'h'gev'f w'k'p'i "y g'r c{ "  
39 r gtlqf 'cpf 'y g'eqtt'gur qpf lpi 'pwo dgt'qh'j qwtu'y qtnf 'cv'gcej 'j qwt'f 't'cv'g'd{ 'y g'go r nq{ gg'0'

3: 8; 0 Rwtuwcp'v'q'Ecrkhtpk'Ncdqt'Eqf g'E'448\*g+'cp'go r nq{ gg'ku'f ggo gf 'v'uw'htgf "  
3; kplwt { 'kh'y g'go r nq{ gt'h'cku'v'q'r tqxkf g'c'y ci g'ucv'go gp'0C'f'f'k'k'q'pc'm'f . 'cp'go r nq{ gg'ku'f ggo gf 'v' "  
42 uw'htgf 'kplwt { 'kh'y g'go r nq{ gt'h'cku'v'q'r tqxkf g'cewcv'g'cpf 'eqo r n'g'v'k'p'htqo cv'k'p'cu't'gs wktgf 'd{ "  
43 Ecrkhtpk'Ncdqt'Eqf g'E'448\*c+'cpf 'y g'go r nq{ gg'ecppq'v'or tqo r v'f 'cpf 'gcuk'f 'f'gv'gto k'p'g'o'htqo "  
44 y j g'y ci g'ucv'go gp'v'c'p'pg'q'pg'qt'o qtg'qh'y g'h'q'm'y lpi <

45 C0 Vj g'co qwp'v'qh'y g'i tqu'y ci gu'qt'pg'v'y ci gu'r c'f 'v'j'g'go r nq{ gg'f w'k'p'i "  
46 y j g'r c{ 'r gtlqf "qt'cp{ 'qh'y g'q'y gt'k'p'htqo cv'k'p'g'wktgf 'v'dg'r tqxkf gf "qp'v'j g'kgo k gf 'y ci g' "  
47 ucv'go gp'v'r wtuwcp'v'q'Ecrkhtpk'Ncdqt'Eqf g'E'448\*c+=

48 D0 Y j lej 'f gf w'k'p'u'v'j g'go r nq{ gt'o cf g'htqo 'i tqu'y ci gu'v'f'gv'gto k'p'g'v'j g' "  
49 pg'v'y ci gu'r c'f 'v'j'g'go r nq{ gg'f w'k'p'i 'y g'r c{ 'r gtlqf ="

4: E0 Vj g'pco g'cpf 'cf f'g'u'q'h'y g'go r nq{ gt'cpf . 'kh'y g'go r nq{ gt'ku'c'htco 'r'cdqt'



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

3 eqpvcvqt.'cu'f ghpqf 'kp'uwdf kxkukqp\*d+'qh'Ugevkqp'38: 4'qh'yj g'Ecrkhtqtpk'Ncdqt'Eaqf g.'yj g'pco g'  
4 cpf'cf f tguu'qh'yj g'ngi cn'gpvkv' 'yj cv'ugewt gf 'yj g'ugt xlegu'qh'yj g'go r m{ gt'f wtkpi 'yj g'r c{ 'r gtkqf ='  
5 cpf "

6 F0 Vj g'pco g'qh'yj g'go r m{ gg'cpf 'qpn{ 'yj g'rcuv'hw'f ki ku'qh'j ku'qt'j gt'uqekcn'  
7 ugewtkv' 'pwo dgt'qt'cp'go r m{ gg'kf gpw'kckvqp'pwo dgt'qvj gt'vj cp'c'uqekcn'ugewtkv' 'pwo dgt0'

8 920 ðRtqo r v{ 'cpf' 'gcukn' 'f gvto kpg.ö'cu'ucv'gf 'kp'Ecrkhtqtpk'Ncdqt'Eaqf g'È'448\*g+.'  
9 o gcpu'c'tgcuqpcdn'r gtuqp'y qwf 'dg'cdng'v'q'tgcf kn' 'cuetvckp'vj g'kphqto cvkqp'y kj qw'tghgtgpeg'  
v'qvj gt'f qewo gpw'qt'kphqto cvkqp0'

: 930 Cu'cmgi gf 'j g'gk. 'F ghgpf cpw'hc'krgf 'v'q'r tqxkf g'Rrckp'wh'cpf 'yj g'Ernuu'O go dgtu'  
; cm'y ci gu'qy gf . 'kpenw'kpi 'dw'pqv'ho krgf 'v'q. 'cm'tgi wct'cpf 'qxgt'ko g'y ci gu'qy gf 'cv'yj g'eqttegv'  
32 tcvgu0'Cu'c'tguwv.'F ghgpf cpw'j cxg'hc'krgf 'v'q'r tqxkf g' 'cpf' 'ceewtcvg' 'kgo k' g'gcej 'go r m{ ggau'  
33 i tquu'y ci gu'gctpgf . 'pgv'y ci gu'gctpgf . 'yj g'v'cn'j qwtu'y qtngf . 'yj g'eqttegv qpf kpi 'pwo dgt'qh'j qwtu'  
34 y qtngf "d{ "go r m{ ggu."cpf "qvj gt'tgs wktgo gpw'qh'Ecrkhtqtpk'Ncdqt'Eaqf g'È'4480'Cu'c'tguwv.'  
35 F ghgpf cpw'j cxg'xkqrcvgf 'Ecrkhtqtpk'Ncdqt'Eaqf g'È'4480"

36 940 F ghgpf cpw'hc'krgf 'v'q'r tqxkf g'Rrckp'wh'cpf 'yj g'Ernuu'O go dgtu'y kj 'ceewtcvg'cpf '  
37 eqo r ngv'y ci g'ucvgo gpw'y cu'npqy kpi 'cpf' 'kpgv'kqpcn0'F ghgpf cpw'j cf 'yj g'cdk'k' 'v'q'r tqxkf g'  
38 Rrckp'wh'cpf 'yj g'Ernuu'y kj 'ceewtcvg'y ci g'ucvgo gpw'dw'kpgv'kqpcn' 'r tqxkf gf 'y ci g'ucvgo gpw'  
yj cv'F ghgpf cpw'npqy 'y gtg'pq'ceewtcvg.'qt'f'k' 'pqv'r tqxkf g'y ci g'ucvgo gpw'cv'cm0"

39 950 Cu'c'tguwv'qh'dgkpi 'r tqxkf gf 'y kj 'k'pceewtcvg'y ci g'ucvgo gpw'd{ "F ghgpf cpw.'  
3: Rrckp'wh'cpf 'yj g'Ernuu'j cxg'uw'htgf 'kplw{0Vj gk' hgi cn'ki j w'v'q'tgegkx'g'ceewtcvg'y ci g'ucvgo gpw'  
3; y gtg'xkqrcvgf 'cpf' 'yj g{ 'y gtg'b' kurgf 'cdq'w'yj g'co qwpv'qh'y ci gu'yj g{ 'j cf 'ceewtcvg' 'gctpgf 'cpf' 'y gtg'  
42 qy gf 0'k' 'cf f k'kqp.' 'yj g'cdugpeg'qh'ceewtcvg'kphqto cvkqp'qp' 'yj gk' 'y ci g'ucvgo gpw'r t'g'g'p'v'gf "  
43 ko o gf k'v'g' 'ej cm'gpi gu' v'q' F ghgpf cpw' w'p'rcy h'w' r c{ " r tceev'g'u. j cu' tgs wktgf " f k'ueq'xg{ " cpf "  
44 o cvj go cv'ekcn'eqo r w'cv'kpu'v'q'f gvto kpg'yj g'co qwpv'qh'y ci gu'qy gf . 'j cu'ecw'ugf 'f k'k'ewv' 'cpf "  
45 g'zr'gpug'k'p'c'wgo r v'kpi 'v'q'tgeq'p'w'v'v'ko g'cpf' 'r c{ "tgeq'tf u'cpf l'q't'j cu'ngf 'v'q' 'yj g'uwdo k'k'k'p'qh'  
46 k'p'ceewtcvg'kphqto cvkqp'cdq'w'y ci gu'v'q'ucv'g'cpf' 'h'gf g'cn'i q'x'g't'p'o g'p'v'ci g'pek'gu'0'hw'yj gt.'Rrckp'wh'  
47 cpf 'yj g'Ernuu'O go dgtu'y gtg'pq'v'cdng'v'q'cuetvckp'htqo 'yj g'y ci g'ucvgo gpw'yj g'yj gt'F ghgpf cpw'  
48 eqo r d'gf 'y kj 'yj gk' 'q'drki cvkqpu'w'p'f gt'Ecrkhtqtpk'Ncdqt'Eaqf g'È'448\*c-0'

49 960 Rwtu'w'cp'v'q'Ecrkhtqtpk'Ncdqt'Eaqf g'È'448\*g+.'Rrckp'wh'cpf 'yj g'Ernuu'ctg'gp'k'rgf 'v'q'  
4: tgeq'x'g't' 'yj g'i tgc'v't'qh'ceewtcvg'f co ci gu.'qt' 'r g'p'cn'k'gu'qh'hw' 'f qm'ctu"\*&7202+'h'q't' 'yj g'lp'k'cn'r c{ "  
r g'k'qf 'k'p'yj k'ej "c'x'k'q'rc'v'q'qh'Ecrkhtqtpk'Ncdqt'Eaqf g'È'448\*c+'q'ee'w't'gf 'cpf' 'q'p'g'j' w'p'f t'gf 'f qm'ctu"



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



\*82202+hqt'gcej 'xlqrwkp'qh'Ecnkhtpk'Ncdqt'Eqf g'E'448\*c+'lp'"c'uwdugs wgpv'r c{'r gtlkf . 'pqv'  
vq'gzeggf "cp'ci i tgi cvg'r gpcn{'qh'hqwt'vj qwucpf 'f qmctu'\*&6.22202+r gt'Ercuu'O go dgt."cpf "ctg"  
cnuq'gpwrgf "v'cp'cy ctf "qh'equu'cpf 'tgcuppedrg'cwqtpg{ u'hgguo'

**FIFTH CAUSE OF ACTION**

**WAITING TIME PENALTIES**

**(Lab. Code §§ 201-203)**

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

970 Rckpwh'kpeqr qtcvgu'cmr ctc i ter j u'qh'y ku'Ego r rckpv'cu'k'hwn{ 'cngi gf 'j gt gkp0'  
: 980 C'cm'tgrxcpv'ko gu'f wtkpi "vj g"cr r rcdrg'iko kcvkpu'r gtlkf . "Rckpwh'cpf "vj g"  
; Ercuu'O go dgtu'j cxg'dggp'pqp/gz go r v'go r m{ ggu'qh'F ghgpf cpw'cpf "gpwrgf "v'vj g'dgpgkhu'cpf "  
32 r tqvewkpu'qh'Ecnkhtpk'Ncdqt'Eqf g'E'423/425"cpf "vj g"Y ci g'Qtf gt0'

990 Ecnkhtpk'Ncdqt'Eqf g'E'423'r tqxkf gu'vj cv'cm'gctpgf "cpf "wpr ckf "y ci gu'qh'cp"  
33 go r m{ gg'y j q'ku'f kiej cti gf "ctg'f wg'cpf "r c{ cdrg'ko o gf kcvgn{ "cv'vj g'ko g'qh'f kiej cti g0"  
34 9: 0 Ecnkhtpk'Ncdqt'Eqf g'E'424'r tqxkf gu'vj cv'cm'gctpgf "cpf "wpr ckf "y ci gu'qh'cp"

35 go r m{ gg'y j q's wku'chgt'r tqxkf kpi "cv'rgcu'94/j qwtu'pqveg'dghqtg's wkwpi "ctg'f wg'cpf "r c{ cdrg"  
36 cv'vj g'ko g'qh's wkwpi "cpf "vj cv'cm'gctpgf "cpf "wpr ckf "y ci gu'qh'cp"go r m{ gg'y j q's wku'y kj qw"  
37 r tqxkf kpi "cv'rgcu'94/j qwtu'pqveg'dghqtg's wkwpi "ctg'f wg'cpf "r c{ cdrg'y kj k'94"j qwtu0"

38 9; 0 D{ "hckpi "v'r c{ "gctpgf "tgi wrt"cpf "qxgt ko g'y ci gu'vq"Rckpwh'cpf "vj g"Ercuu"  
39 O go dgtu'cv'vj g'eatt gev'tcvgu.'F ghgpf cpw'hckrgf "v'ko gn{ 'r c{ 'vj go "cm'gctpgf "cpf "wpr ckf "y ci gu"  
3: k'xlqrwkp'qh'Ecnkhtpk'Ncdqt'Eqf g'E'423'qt'E'4240"

3; : 20 Rckpwh'ku'kphqto gf "cpf "dgrgexgu'vj cv'F ghgpf cpw'hckwtgu'v'ko gn{ 'r c{ 'cm'hkpcn'  
42 y ci gu'vq'j gt'cpf "vj g'Ercuu'O go dgtu'j cxg'dggp'y kthwlp'vj cv'F ghgpf cpw'j cxg'vj g'cdkklv{ "v'r c{ "  
43 hkpcn'y ci gu'lp'ceeqt f cpeg'y kj "Ecnkhtpk'Ncdqt'Eqf g'E'423"cpf "424"dw'j cxg"kpvgv'kpcn{ "  
44 cf qr vgf 'r qrelgu'qt'r tceveg'vj cv'ctg'kpeqo r cv'drg'y kj "vj qug'tgs wkt go gpw0'

45 : 30 Ecnkhtpk'Ncdqt'Eqf g'E'425'r tqxkf gu'vj cv'vj g'y ci gu'qh'cp"go r m{ gg'eqpv'wq'qp"  
46 c'f ckf "dcuku'cu'c'r gpcn{ 'hqt'wr "v'52'f c{ u'y j gtg'cp"go r m{ gt'y kthwn{ 'hku'v'ko gn{ 'r c{ "gctpgf "  
47 cpf "wpr ckf "y ci gu'vq'vj g'go r m{ gg'lp'ceeqt f cpeg'y kj "Ecnkhtpk'Ncdqt'Eqf g'E'423'qt'E'4240"

48 : 40 Rckpwh'ku'kphqto gf "cpf "dgrgexgu'vj cv'F ghgpf cpw'hckwtgu'v'ko gn{ 'r c{ "Rckpwh"  
49 cpf "vj g"Ercuu"O go dgtu'cm'qh'vj gkt"gctpgf "cpf "wpr ckf "y ci gu'j cxg'dggp'y kthwlp'vj cv'cv'cm'  
4: tgrxcpv'ko gu.'F ghgpf cpw'j cxg'f gndgtcvgn{ "o ckpv'kpgf "r qrelgu'cpf "r tceveg'vj cv'xlqrw'vj g"  
tgs wkt go gpw'qh'vj g'Ncdqt'Eqf g'cpf "vj g"Y ci g'Qtf gt'gxgp'vj qwi j . 'cv'cm'tgrxcpv'ko gu.'vj g{ 'j cxg"



3 j cf 'vj g'cdkxk\ 'v'eqo r n\ 'y kj 'vj qug'ngi cni'tgs wktgo gpw0

4 : 50 Rwtuwcpv'vq'Ecrkhtpk'Ncdqt'Eqf g'E'425.'Rrckpvh'h'uggmi'y cklpi 'vko g'r gpcnkgu'  
5 qp'dgi cni'qh'j gtugrh'cpf 'vj g'Ercuu.'lp'co qwpv'uwdlgev'vq'r tqqh'pqv'vq'gzeggf '52'f c\ u'qh'y cklpi "  
6 vko g'r gpcnkgu'hqt'gcej 'Ercuu'O go dgt0'

7 **SIXTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

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

10 **(By Plaintiff and the Class against all Defendants)"**

11 : : 60 Rrckpvh'h'kpeqtr qtcvgu'cmi'r etci ter j u'qh'y ku'Ego r rckpv'cu'kh'hwm\ 'cmgi gf 'j gtgk0'

12 ; : 70 Cv'cm'tgrxcpv'vko gu.'Rrckpvh'h'cpf 'vj g'Ercuu'O go dgtu'j cxg'dggp'pqp/gz go r v'  
13 go r m\{ ggu'qh'F ghgpf cpw" cpf "gpvkrngf " vq' vj g'dgpghku" cpf "r tqvgev'vqpu'qh' vj g'Dwulpguu" cpf "  
14 Rtqhgukqpu'Eqf g'E'39422.'gv'ugs 0"

15 : 80 Vj g'wprcy hwi'eqpf wev'qh'F ghgpf cpw'cmgi gf 'j gtgk'co qwpv'vq'cpf "eqpukwngu"  
16 wphck'eqo r gvkqp'y kj lp'vj g'o gcpkpi 'qh'Ecrkhtpk'Dwulpguu'( "Rtqhgukqpu'Eqf g'E'39422.'gv'  
17 ugs 0F wg'vq'vj gk'wphck'cpf "wprcy hwi'dwulpguu'r tcevegu'cmgi gf 'j gtgk.'F ghgpf cpw'j cxg'wphckn\ "  
18 i clpgf "c'eqo r gvkxg'cf xcpvci g'qxgt"qj gt'eqo r ctdng'eqo r cplgu'f qkpi "dwulpguu'lp'Ecrkhtpk"  
19 vj cv'eqo r n\ 'y kj 'vj gk'ngi cni'qdrki cv'vqpu'vq.'co qpi "qj gt'vj kpi u.'r c\ 'vj gk'go r m\{ ggu'cm'gctpgf "  
20 y ci gu'hqt'cm'tgi wrc't'cpf "qxgtvko g'j qwtu'y qtngf 0'

21 : 90 Cu'c'tguwn'qh'F ghgpf cpw'wphck'eqo r gvkqp'cu'cmgi gf 'j gtgk.'Rrckpvh'h'cpf 'vj g'  
22 Ercuu'O go dgtu'j cxg'uwhtgtf "kplwkgu"lp'hcev'cpf 'j cxg'mqu'0 qpg\ "qt'r tqr gtv\ 0'F ghgpf cpw"  
23 f gr tkxgf "Rrckpvh'h'cpf 'vj g'Ercuu'O go dgtu'qh'o loko wo "y ci gu.'qxgtvko g'y ci gu.'f qwdng/vko g"  
24 y ci gu.'r tgo kwo "y ci gu'hqt'cm'y qtnf c\ u'qpg"qt'o qtg'o gcn'r gkqf u'y gtg'pqv'r tqxkf gf .'r tgo kwo "  
25 y ci gu'hqt'cm'y qtnf c\ u'qpg"qt"o qtg'tguv'r gkqf u'y gtg'pqv'r tqxkf gf ."cpf "t glo dwtugo gpv'hqt"  
26 gZR gpugu'vj cv'Rrckpvh'h'cpf 'vj g'qj gt'Ercuu'O go dgtu'lpewt'gf "f wtkpi "vj g'eqwtug'qh'r gthqto kpi "  
27 vj gk'f wkgu'cpf "lp'cf xcpeg'qh'go r m\{ o gpv0"

28 : : 0 Rwtuwcpv'vq'Ecrkhtpk'Dwulpguu'( "Rtqhgukqpu'Eqf g'E'39425.'Rrckpvh'h'cpf 'vj g'  
29 Ercuu'O go dgtu'ctg'gpvkrngf " vq'tgukwv'vq'qh'cm'o qplgu'tki j vwm\ "dgmppi kpi " vq' vj go " vj cv'  
30 F ghgpf cpw'f kf 'pqv'r c\ 'vj go "qt'qj gty kug'tgckpgf 'd\ 'b' gcpu'qh'vj gk'wprcy hwi'cpf "wphck'dwulpguu"  
31 r tcevegu0'

32 : ; 0 Rrckpvh'h'cpf 'vj g'Ercuu'ctg'gpvkrngf "vq'tgcuqpcdrng'cwqtpg\ u'v'ggul'p'eqppgev'vq' y kj "  
33 vj gk'wphck'eqo r gvkqp'erko u'r wtuwcpv'vq'Ecrkhtpk'Eqf g'qh'Ekkri'Rtqegf wtg'E'324307.'vj g'



**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

3 uwdwcpvkn'dgpgk'f qevtkpg'cpf lqt"vj g"eqo o qp'hwpf 'f qevtkpg0  
4 ; 20 Ceeqtf kpi n' .y kj "t gur gev'vq"vj ku"ecwug"qh'cevkap."qp"dgi crh'qh"j gtugrh"cpf "vj g"  
5 Ercuu."Rckpwh"r tc{u"htq"vj g"j gtgkp"ucvxf "tgngh"cpf "cp"cy ctf "qh'cm'tgcuqpcdng"equu"cpf "  
6 cwqtpg{u'hegu."kpenw kpi "kpvgtuv"vj gtgqp."cu'r gto kwgf "d{ "rcy ."cmk"co qwpw'uwdlgev'vq"r tqh0

7 **SEVENTH CAUSE OF ACTION**

8 **CIVIL PENALTIES**

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

10 ; 30 Rckpwh'kpeqr qtcvgu'cmr ctcj ter j u'qh'vj ku'Ego r rckpv'cu'k'hwn' 'cmgi gf 'j gtgkp0  
11 : ; 40 Vj g'oc i tkxgf 'Go r m{ ggu'ctg'cmkpf kxkf wcu'ewtgpv' 'cpf 'hqt gtr'go r m{ gf "  
12 ; k"Ecrtktpk"cu'pqp/gz go r v'j qwn' "go r m{ ggu."kpenw kpi "dw'pqv' rko kgf "vq"j wo cp'tguqtegu"  
13 uclh"cf o kpwvcxg"ucfh"vgej gt."cpf "qvj gt"j qwn' "go r m{ ggu"kp"eqo r ctdng"r qukkapu"fwtkpi "  
14 vj g'r gkqf "dgi kppkpi 'Cr tki'4; .423; "cpf "gpf kpi "qp"vj g'f cvg'vj cv'kpcn'lw i o gpv'ku'gpvgtgf "kp"vj ku"  
15 cevkap0

16 ; 50 Ncdqt'Eqf g'E'426'ucvgu"

17 \*c+" Cm'y ci gu."qvj gt"vj cp"vj qug"o gpvkapgf "kp"Ugevkap"423."42305."42306."qt"  
18 42604."gctpgf "d{ "cp{ 'r gtuqp'kp"cp{ "go r m{ o gpv'ctg'f wg'cpf 'r c{ cdng'vy keg'f wtkpi "  
19 gcej "ecngpf ct"o qpjv ."qp"fc{u"fguki pcvxf "kp"cf xcpeg"d{ "vj g"go r m{ gt"cu"vj g"  
20 tgi wxt"r c{fc{u'Ncdqt'r gthqto gf "dgy ggp"vj g"3uv'cpf"37vj "fc{u."kpenw'xg."qh"  
21 cp{ "ecngpf ct"o qpjv "uj cm'dg'r c'k'ht"dgw ggp"vj g"38vj "cpf"48vj "fc{ "qh'vj g"o qpjv "  
22 f wtkpi "y j lej "vj g'rdqt"y cu'r gthqto gf ."cpf"rdqt'r gthqto gf "dgy ggp"vj g"38vj "cpf "  
23 ru'f c{ ."kpenw'xg."qh'cp{ "ecngpf ct"o qpjv ."uj cm'dg'r c'k' "dgw ggp"vj g"3uv'cpf"32vj "  
24 f c{ "qh'vj g'hqmqy kpi "o qpjv 0000"  
25 "

26 \*d+" \*3+" P qy kj ucpf kpi "cp{ "qvj gt"r tqxkukp"qh"vj ku"ugevkap."cm'y ci gu"  
27 gctpgf "ht"rdqt"kp"gzegu"qh'vj g"pqto cny qtnr gkqf "uj cm'dg'r c'k' "pq"rcvgt"vj cp"  
28 vj g'r c{fc{ "ht"vj g'pgzv'tgi wxt"r c{ tqm'r gkqf 0"  
29 "

30 \*4+" Cp" go r m{gt" ku" kp" eqo r rckpeg" y kj " vj g" tgs wktgo gpw" qh"  
31 uwdf kxkukp"\*c+"qh"Ugevkap"448'tgrv'kpi "vq"vqcn'j qwtu'y qtngf "d{ "vj g"go r m{ gg."k"  
32 j qwtu'y qtngf "kp"gzegu"qh'vj g"pqto cny qtnr gkqf "f wtkpi "vj g'ewtgpv'r c{ "r gkqf "  
33 ctg"kggo k'gf "cu'eqttgevkapu"qp"vj g'r c{ uwd'ht"vj g'pgzv'tgi wxt"r c{ "r gkqf 0Cp{ "  
34 eqttgevkapu'ugv'qw'kp"cu'wdugs wgpv' "kuwgf "r c{ uwd'uj cm'ucv'vj g'kpenw'xg'f cvgu"  
35 qh'vj g'r c{ "r gkqf "ht"y j lej "vj g"go r m{ gt"ku'eqttgev'kpi "ku'kpkcn'tgr qtv'qh"j qwtu"  
36 y qtngf 0"  
37 "

38 \*e+" J qy gxgt." y j gp" go r m{ ggu" ctg" eqxgtgf " d{ " c" eqmgev'xg" d'cti ck'kpi "  
39 ci tggo gpv'vj cv'r tqxk'gu"fk'htg'gpv'r c{ "cttcepi go gpw."vj qug"cttcepi go gpw"uj cm'  
40 cr r n' "vq"vj g'eqxgtgf "go r m{ ggu"  
41 "



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

3  
4  
5  
6  
7  
8  
9  
:  
;  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
4:  
4:

\*f + Vj g'tgs wktgo gpvu'qh'vj ku'ugev'kqp'uj cm'dg'f ggo gf 'ucv'uh'gf 'd{ 'vj g'r c{o gpv' qh'y ci gu'hqt'y ggm{ . 'dky ggm{ . 'qt'ugo ko qpvj n{ 'r c{ tqm'kh'vj g'y ci gu'ctg'r c'k' 'pqv' o qtg'vj cp'ugxgp'ecrgpf ct'f c{ u'hqmqy kpi 'vj g'emug'qh'vj g'r c{ tqm'r g'k'kf O

; 60 F ghgpf cpvu'r c'k' "y ci gu"qp"v" go r m{ ggu"qp" g'k'j g't" dk'y ggm{ "qt'ugo ko qpvj n{ " l'pvtxcnu'F ghgpf cpvu'h'k'k'gf "v"r c{ "R'ck'p'v'h'h'qp"uwej "l'pvtxcnu'hqt"cm'y ci gu'gctpgf "cpf "cm'j' qwtu" y qtn'gf . 'l'pen'f kpi "dw'pqv'iko k'gf "v"cm't'gi w'ct"cpf "q'x'g't'ko g'y ci gu'hqt"j qwtu'uj g'y qtn'gf "y j k'g" eqo r m'v'kpi "q'pdqctf kpi "c'um'c'p'f "y j k'g" 'c'w'g'p'f kpi "t'ck'p'kpi "c'p'f "q't'k'g'p'c'v'k'q'p' 'u'g'u'k'q'p'u'y j k'g" 'q'h'h'v'j g/ emen'0' Qp" k'p'h'q'to c'v'k'q'p" c'p'f " d'g'n'g'h" R'ck'p'v'h'h' c'm'g'i gu" v'j c'v' F ghgpf cpvu" cnu" h'c'k'g'f "v"r c{ "v'j g" Ci i t'k'x'g'f "Go r m{ ggu"qp"uwej "l'pvtxcnu'hqt"cm'y ci gu'gctpgf "cpf "cm'j' qwtu'y qtn'gf O

; 70 F w'k'p'i 'vj g'c'r r n'k'c'd'g' 'h'o g'r g'k'k'f . 'F ghgpf cpvu'x'k'q'r'v'g'f 'E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È" 423.'424.'425.'426.'448.'732.'3396.'33; 6.'33; 9.'c'p'f' '33; : O

; 80 E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È"48; ; \*c+'c'p'f " \*i +c'w'j q't'k' g'c'p'c'i i t'k'x'g'f "go r m{ g'g' "q'p" d'g'j c'h'q'h'v'j go u'g'r'g'u'c'p'f "q'j g't" 'e'w't'g'p'v'q't" 'h'q'to g't" go r m{ g'g'u. "v" d't'k'p'i "c" 'e'k'k'i'c'v'k'q'p" 'v" 't'g'e'q'x'g't" 'e'k'k'i'r' g'p'c'n'k'u'r' w'tu'w'c'p'v'v'q' 'v'j g'r' t'q'eg'f w't'g'u'r' g'e'k'k'g'f 'l'p' 'E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È"48; ; 00

; 90 R'w't'w'c'p'v'v'q' 'E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È"48; ; \*c+'c'p'f " \*h: 'R'ck'p'v'h'h'c'p'f "v'j g' 'E'rc'u'u'c't'g" g'p'v'k'g'f "v" 't'g'e'q'x'g't' 'e'k'k'i'r' g'p'c'n'k'u'hqt" g'c'ej "q'h'F ghgpf cpvu'x'k'q'r'v'k'q'p'u'q'h' 'E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È" 423.'424.'425.'426.'448.'732.'3396.'33; 6.'33; 9.'c'p'f' '33; : 'f' w'k'p'i 'vj g'c'r r n'k'c'd'g' 'h'o k'c'v'k'q'p'u'r' g'k'k'f " l'p" 'v'j g' h'q'm'q'y kpi "co q'w'p'u'c'<

C0 H'q't' x'k'q'r'v'k'q'p'u' q'h' 'E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È" 426." q'p'g'j w'p'f' t'g'f "f' q'm'c't'u" \*822022+"h'q't" g'c'ej "c'i i t'k'x'g'f "go r m{ g'g' "h'q't" g'c'ej "l'p'k'k'i'n' x'k'q'r'v'k'q'p" c'p'f "v'y q"j w'p'f' t'g'f "f' q'm'c't'u" \*422022+"h'q't" g'c'ej "c'i i t'k'x'g'f "go r m{ g'g' "h'q't" g'c'ej "u'w'd'u'g's w'g'p'v."y k'n'h'w'i'q't" 'l'p'v'g'p'v'k'q'p'c'i'n' x'k'q'r'v'k'q'p" \*r' g'p'c'n'f "co q'w'p'u'g'u'v'c'd'r'k'uj g'f "d{ 'E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È"432+0'

D0 H'q't' x'k'q'r'v'k'q'p'u'q'h' 'E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È"448\*c'+ 'v'y q'j w'p'f' t'g'f 'h'h'w' 'f' q'm'c't'u" \*472022+"h'q't" g'c'ej "c'i i t'k'x'g'f "go r m{ g'g' "h'q't" 'l'p'k'k'i'n' x'k'q'r'v'k'q'p'u'c'p'f "q'p'g'v'j q'w'c'p'f 'f' q'm'c't'u" \*8.222022+" h'q't" g'c'ej "c'i i t'k'x'g'f "go r m{ g'g' "h'q't" g'c'ej "u'w'd'u'g's w'g'p'v' x'k'q'r'v'k'q'p" \*r' g'p'c'n'f "co q'w'p'u'g'u'v'c'd'r'k'uj g'f "d{ " 'E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È"4480+0"

E0 H'q't' x'k'q'r'v'k'q'p'u'q'h' 'E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È"732" 'h'h'w' 'f' q'm'c't'u" \*72022+"h'q't" g'c'ej "c'i i t'k'x'g'f "go r m{ g'g' "h'q't" 'l'p'k'k'i'n' x'k'q'r'v'k'q'p'u'c'p'f "q'p'g'j w'p'f' t'g'f "f' q'm'c't'u" \*822022+"h'q't" g'c'ej "c'i i t'k'x'g'f "go r m{ g'g' "h'q't" g'c'ej "u'w'd'u'g's w'g'p'v' x'k'q'r'v'k'q'p."r' g't' 'r' c{ 'r' g'k'k'f " \*r' g'p'c'n'f "co q'w'p'u'g'u'v'c'd'r'k'uj g'f " d{ 'E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È"77: +0"

F0 H'q't' x'k'q'r'v'k'q'p'u' q'h' 'E'c'r'h'q't'p'k' 'N'c'd'q't' 'E'q'f' g' 'E'È"3396." h'k'g'j w'p'f' t'g'f "f' q'm'c't'u"



3 \*872202+"hqt" gcej "ci i tlxgf "go r m{ gg" hqt" gcej "xkqrkqp" \*r gpcn{ "co qwpvu" gucdnkuj gf "d{ "  
4 Ecrkhtpk'Ncdqt'Eqf g'E'33960+0'

5 GO Hqt"xkqrkqpu"qh'Ecrkhtpk'Ncdqt'Eqf g'E'33; 9." qpg"j wptgf "f qmtu"  
6 \*82202+"hqt" gcej "ci i tlxgf "go r m{ gg"r gt"r c{ "r gkqf "hqt" gcej "kpkkn'cpf "kpgvkqpcn'xkqrkqp"  
7 cpf "y q"j wptgf "hkv{ "f qmtu"\*847202+"hqt" gcej "ci i tlxgf "go r m{ gg"r gt"r c{ "r gkqf "hqt" gcej "  
8 uwdugs wgpv'xkqrkqp"\*t gi ctf rguu'qh'y j gy gt "y j g'kpkkn'xkqrkqpu'y gt g'kpgvkqpcn{ "eqo o kwgf "+  
9 \*r gpcn{ "co qwpvu" gucdnkuj gf "d{ 'Ecrkhtpk'Ncdqt'Eqf g'E'33; 90+0'

10 HO Hqt'xkqrkqpu'qh'Ecrkhtpk'Ncdqt'Eqf g'E'423.'424.'425.'33; 6.'cpf '33; : ."  
11 qpg"j wptgf "f qmtu"\*82202+"hqt" gcej "ci i tlxgf "go r m{ gg"r gt"r c{ "r gkqf "hqt" gcej "kpkkn'  
12 ; xkqrkqp'cpf "y q"j wptgf "f qmtu"\*842202+"hqt" gcej "ci i tlxgf "go r m{ gg"r gt"r c{ "r gkqf "hqt" gcej "  
13 uwdugs wgpv'xkqrkqp"\*r gpcn{ "co qwpvu" gucdnkuj gf "d{ 'Ecrkhtpk'Ncdqt'Eqf g'E'48; ; \*h\*4+0'

14 ; : 0 Rrkpwh'j cu'eqo r rkgf "y kj "y j g'r tqegf wgu'hqt'dtkpi kpi 'uwk'ur gekk'kf "k'p'Ecrkhtpk'  
15 Ncdqt'Eqf g'E'48; ; 0'D{ "rgwgtu" f cvgf "Cr tki'4; . "4242" cpf "O c{ "8."4242."Rrkpwh"i cxg'y tkwgp"  
16 pqv'eg"qprkpg'y kj "y j g'Ncdqt'cpf "Y qtnhqt'eg" F gxgmr o gpv'Ci gpe{ "8NY F Cö" cpf "i cxg'y tkwgp"  
17 pqv'eg"d{ "egt'v'k'kf "o cki"v" F ghgpf cpw'qh'y j g'ur gekk'e"r tqxkuk'qpu'qh'y j g'Ecrkhtpk'Ncdqt'Eqf g"  
18 cmgi gf "v"j cxg'dggp'xkqrkqf . 'kpenf kpi "y j g'hcw'v'cpf "y j g'qt'kgu'k'p'lw r r qt'v'qh'y j g'cmgi gf 'xkqrkqpu'  
19 Rrkpwh'cee qo r cplgf "j gt "NY F C"pqv'egu'y kj "hggu'k'p"y j g'co qwpv'qh"&970220Vt'wg" cpf "eqtt'gev"  
20 eqr'kgu'qh'Rrkpwh"y tkwgp"pqv'eg"v"y j g"NY F C" f cvgf "Cr tki'4; . "4242" cpf "O c{ "8."4242"ctg"  
21 eqm'ge'v'x'gn{ "cwcej gf "j gt'gv"cu'Exhibit A0Vj g'NY F C"j cu'pqv't'gur qpf gf "v'Rrkpwh"y'rgwgtu"  
22 ; ; 0 Rwtu'wcpv" v" Ecrkhtpk'Ncdqt'Eqf g'E'48; ; \*i +. Rrkpwh' cpf "y j g" Ci i tlxgf "  
23 Go r m{ ggu'ctg"gpv'k'gf "v"cp"cy ctf "qh'ekx'kn'r gpcn'ku."t'gcu'qpcdn'g"cvqt'pg{ u' hggu."cpf "equu"kp"  
24 eqpp'ge'v'k'p"y kj "y j g't'er'ko u'hqt'ekx'kn'r gpcn'ku'0'

**PRAYER FOR RELIEF**

25 Y J GTGHQTG.'Rrkpwh'q"dgj cih'qh'j gtugn'cpf "y j g'Ercuu.'r tc{ u'hqt't'g'k'gh'cpf 'lwf i o gpv'  
26 ci clpu'v'F ghgpf cpw'cu'hqmqy u<

- 27 C0 Cp"qtf gt "y cv'y j g'cev'k'p"dg'egt'v'k'kf "cu"e"ercuu'cev'k'p=
- 28 D0 Cp"qtf gt "y cv'Rrkpwh"dg'cr r qk'p'v'gf "ercuu't'gr t'gug'p'v'k'g=
- 29 E0 Cp"qtf gt "y cv'eq'wpugn'hqt'Rrkpwh"dg'cr r qk'p'v'gf "ercuu'eq'wpugn=
- 30 F0 Wpr'ckf "y ci gu=
- 31 G0 Cewcn'f co ci gu=
- 32 H0 Ucw'wqt { "f co ci gu=



**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

- 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





**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](mailto: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 (7<sup>th</sup>) 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 (7<sup>th</sup>) 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)).

11"  
11"  
11"  
11"  
11"  
11"  
11"  
11"  
11"  
11"  
11"

### 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](mailto: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

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

JACKSON LEWIS P.C.

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



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



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



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](mailto: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 (7<sup>th</sup>) 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 (7<sup>th</sup>) 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.



### 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](mailto: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](mailto: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](mailto: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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

# **EXHIBIT 23**

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House

Hearing on Motion for Preliminary Approval of Class Action Settlement

04/18/2023

8:30 AM

Department 1

**RIC2002359**

**WISE VS SPRINGS CHARTER SCHOOLS**

Honorable Craig Riemer, Judge

L. Howell, Courtroom Assistant

Court Reporter: None

---

---

## **APPEARANCES:**

No Appearances

---

---

This matter is being live streamed for public access.

Motion by Plaintiff regarding Motion for 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 May 31, 2023, at 8:30 A.M. in this department. No later than May 23, 2023, the plaintiff shall file such amended, supplemental, or revised documents as are necessary to comply with the following directions, answer the following questions, and otherwise to fully comply with the Court's CMO.

-

Hearing held and continued to 05/31/2023 at 08:30 AM in Department 1 (Pre-disposition) Continued - Other pre-disposition hearing

- d. The settlement agreement must be amended:
  - i. Paragraphs 8 and 27, which provide for a dismissal of the action, violate both California Rules of Court, rule 3.769(h), and the CMO. They must be amended.
  - ii. Contrary to the objection form, ¶ 10 of the agreement provides that objections are to be sent to counsel rather than to the administrator. The agreement shall be amended to conform to the objection form.
  - iii. The last sentence of ¶ 10 shall be eliminated unless the parties provide authority for the proposition that a class member has no legal right to object to the terms of the settlement of the PAGA claims.
  - iv. The release in ¶ 15 is inconsistent with the language of the release in the notice. That inconsistency must be resolved.
  - v. Paragraph 33. As explained above, the Court will not purport to enjoin other parties in other actions pending in other courts from offering any particular document into evidence.

This matter settled on April 17, 2019. Given that four years have passed without preliminary approval, and given that the current motion appears to demonstrate that counsel is either unable or unwilling to draft moving papers that are internally consistent and otherwise compliant with the CMO, the Court repeats the warning that it delivered in its tentative ruling of 11-1-22: “Given the inflation we have experienced over the last [four] years, the value of the settlement today is significantly less than the value of the settlement when it was reached in . . . 2019 . . . . That diminution of value has been caused by plaintiff’s counsel’s extraordinary delay and persistent noncompliance with the court’s CMOs. The fees to be paid to plaintiff’s counsel must account for the resulting harm inflicted on the class.”

To compensate the class for that diminution in value, the Court will be reducing the award of attorney’s fees to something less than the \$71,666.67 that counsel have requested. To minimize the magnitude of that reduction, counsel (a) shall cure each of the errors identified above and (b) thereafter shall thoroughly compare the moving papers as revised or supplemented to the CMO to confirm that they fully comply with the CMO.

3.

RIC2002359	WISE VS SPRINGS CHARTER SCHOOLS	MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
------------	---------------------------------	------------------------------------------------------------

**Tentative Ruling:**

The plaintiff’s motion for preliminary approval of a proposed class action settlement is not granted. Instead, it is continued to May 31, 2023, at 8:30 A.M. in this department. No later than May 23, 2023, the plaintiff shall file such amended, supplemental, or revised documents as are necessary to comply with the following directions, answer the following questions, and otherwise to fully comply with the Court’s CMO.

1. The proposed order must be revised.
  - a. The order refers to the settlement agreement rather than the amended settlement agreement. (P. 3.) All such references shall be corrected. In addition, the order shall be revised to identify the declaration to which the amended agreement is attached, both by name of declarant and filing date.

- b. The class definition (§ 3) is unclear in two respects.
    - i. What is meant by “prospective employee”? Specifically, what is the difference between “prospective employee” and a person who attended one of the pre-employment meetings?
    - ii. Are there employees or applicants who did not attend a pre-employment meeting? If not, can the class definition be simplified to all persons who attended such a meeting?
  - c. Do the defendants have addresses for individuals who attended a meeting but never applied for employment?
  - d. Paragraph 5.d. refers to a reminder being mailed 30 days after the notice is mailed. Of what will the class members be reminded?
  - e. Paragraph 5.d. refers to a claim being received, but the agreement provides (at I.S.) that class members are not required to make a claim. That reference shall be deleted.
2. The notice shall be revised.
    - a. The notice uses words or symbols that class members are not likely to readily understand. (CMO, § H.3.j.) “Et al.” and “§§” shall either be deleted or explained.
    - b. The notice says at part 6 that each class member will receive “an equal payment based on the number of Class Members,” and says on page 2 that “Each Participating Class Member will receive an equal share of the Net Settlement Amount,” but states just a few lines later on page 2 that the money received will vary depending on the number of workweeks. That inconsistency must be resolved. (CMO, § H.4.c.)
    - c. Part 6 refers to “offsets.” What offsets are described in the agreement?
    - d. Part 6 refers to the ability “to dispute the calculation credited to you.” To what calculation does this refer?
    - e. Part 6 refers to “the enclosed Dispute Form.” No such form is attached to the notice. To what form is this part referring?
    - f. Part 8 refers to “Released Claims,” but does not define that term. A definition shall be added.
    - g. Page 8 says that the agreement was filed on 4-10-23, but does not identify the declaration to which it was attached. That information shall be added.
  3. The exclusion form shall be revised to delete or explain “et al.”
  4. The objection form shall be revised.
    - a. The objection form states that if the class member wishes to object, the member “must sign and complete this form.” That is contrary to part 12 of the notice, which also permits oral objections to be raised for the first time at the final approval hearing. That inconsistency must be resolved.
    - b. The objection form be revised to delete or explain “et al.”
  5. The agreement must be amended.
    - a. Paragraph I.EE. describes what the administrator must do to determine addresses for former employees, but is silent regarding the administrator’s duties to determine addresses for prospective employees or applicants. See also ¶ III.J.3.a. That omission shall be cured.

- b. Paragraph III.J.3.f. refers to the administrator's duty to report the average and high shares of the NSA, but ¶ I.S. provides that all shares shall be equal. That inconsistency must be resolved.
  - c. Paragraph III.J.4. provides that objections must be in writing, but part 12 of the notice provides that an objection may also be made orally at the final approval hearing. This inconsistency must be resolved.
  - d. The provision that reminders be sent after 90 days conflicts with the 60-day reminder mandated by the CMO. It shall be revised to comply with the CMO.
6. In the declarations of Spivak, Haines, and Besser, and the supplemental declarations of Spivak and Haines, the declarants certify the representations to be true "to the best of my knowledge." The Court requires an unconditional certification consistent with Code of Civil Procedure section 2015.5. Amended declarations shall be filed. The declaration of Besser must be amended for the additional reason that Besser now represents more defendants than she did at the time she executed her original declaration. Therefore, her declaration must confirm that the representations extend to all defendants. When the declarations are amended, the allegations of any supplemental declaration shall be combined into the amended declaration.
7. Part 8 of the notice refers to "a separate confidential settlement agreement between Plaintiff and the Defendants which the Parties will make available upon request of the Court." Neither the original nor the supplemental declarations of plaintiff's counsel appear to describe the terms of the plaintiff's settlement of her individual claims. The amended declarations of counsel shall explain those terms, shall authenticate a copy of any individual settlement agreement, and shall explain the value of the individual claims being released in that agreement by answering the questions in sections F.4.c.i. and ii. of the CMO.



# **EXHIBIT 24**

## 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.

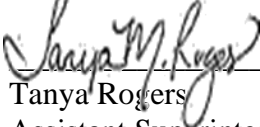
Dated: \_\_\_\_\_, 2023

**PLAINTIFF JENNIFER WISE**

\_\_\_\_\_  
Jennifer Wise

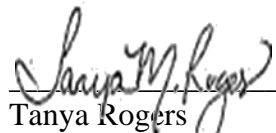
Dated: April 10, 2023

**DEFENDANT SPRINGS CHARTER  
SCHOOLS, INC.**

  
\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

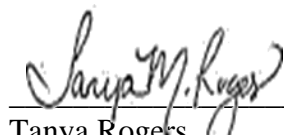
Dated: April 10, 2023

**DEFENDANT RIVER SPRINGS CHARTER  
SCHOOL, INC**

  
\_\_\_\_\_  
Tanya Rogers  
Chief Financial Officer

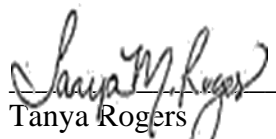
Dated: April 10, 2023

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

  
\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

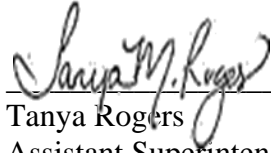
Dated: April 10, 2023

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

  
\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

Dated: April 10, 2023

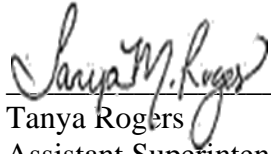
**DEFENDANT CITRUS SPRINGS CHARTER SCHOOL, INC.**



\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

Dated: April 10, 2023

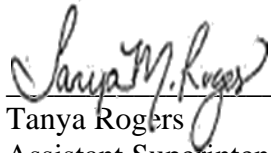
**DEFENDANT VISTA SPRINGS CHARTER SCHOOL, INC.**



\_\_\_\_\_  
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

=

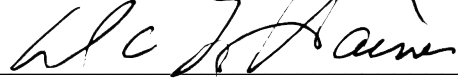
Dated: \_\_\_\_\_, 2023

**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 25**

## SECOND 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 “Second Amended Joint Stipulation and Settlement Agreement.”
- D. **Aggrieved Employee**: Any Settlement Class Member who attended one of Defendants’ “pre-employment” meetings in California at any time during the PAGA Period.
- E. **Aggrieved Employees Amount**: The twenty-five percent (25% or \$1,000.00) portion of the PAGA Payment that shall be paid to the Aggrieved Employees.
- F. **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.
- G. **Class Counsel**: David G. Spivak of The Spivak Law Firm and Walter Haines of United Employees Law Group.
- H. **Class Notice or Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.

- I. **The Class Notice Packet:** The Notice of Class Action Settlement, the Election Not to Participate Form, and the Objection Form collectively.
- J. **Class Period:** July 1, 2016 through the date the Court grants preliminary approval of the Settlement.
- K. **Class Representative or Plaintiff:** Jennifer Wise.
- L. **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.
- M. **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 Gross Settlement Amount 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.
- N. **Counsel for Defendants:** Adrienne L. Conrad, Lara P. Besser, and Jaclyn M. Reinhart of Jackson Lewis P.C.
- O. **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.
- P. **OMITTED**
- Q. **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.

- R. **Effective Final Settlement Date:** The effective date of this Settlement will be when the final approval of the 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, 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.
- S. **Election Not to Participate In Settlement Form.** The Election Not to Participate In Settlement Form, substantially similar to the form attached hereto as **Exhibit B**, subject to Court approval.
- T. **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.
- U. **Final Judgment or Final Approval:** The final order entered by the Court finally approving this Agreement.
- V. **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.
- W. **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.
- X. **Individual PAGA Payment Share(s):** The amount payable to each Aggrieved Employee under the terms of this Settlement Agreement. Aggrieved Employees are not required to submit a claim form to receive their Individual PAGA Payment Shares pursuant to this Agreement. Rather, Aggrieved Employees will

receive an Individual PAGA Payment Share automatically, without the return of a claim form.

- Y. LWDA:** California Labor and Workforce Development Agency.
- Z. 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.
- AA. Objection Form.** The Objection Form, substantially similar to the form attached hereto as **Exhibit C**, subject to Court approval.
- BB. PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- CC. 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.
- DD. PAGA Period:** April 29, 2019 through the date the Court grants preliminary approval of the Settlement.
- EE. PAGA Released Claims:** Aggrieved Employees will release all claims stated in or based upon the facts alleged in the Complaint, the First Amended Complaint, the Second Amended Complaint, the Third Amended Complaint, and the Fourth Amended Complaint, under PAGA from April 29, 2019 through the date of preliminary court approval of the settlement.
- FF. Participating Class Members:** All Settlement Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- GG. 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.

- HH. Preliminary Approval or Preliminary Approval Order:** The Court’s order preliminarily approving the proposed Settlement.
- II. 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.
- JJ. 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, Third Amended Complaint, and the Fourth Amended Complaint, from July 1, 2016 through the date of preliminary court approval of the settlement.
- KK. Released Parties:** Defendants and any of Defendants’ respective officers, directors, employees, and agents.
- LL. Response Deadline:** Sixty (60) calendar days from the initial mailing of the Notice.
- MM. 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.
- NN. Settlement Administrator:** The third-party administrator agreed upon by Parties to administer this Settlement is Phoenix Settlement Administrators.
- OO. Settlement Class:** The Settlement Class includes all persons who attended one of Defendants’ “pre-employment” meetings in California 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).

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

**QQ. 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.** Plaintiff filed and served a Second Amended Complaint on November 1, 2021. In the Second Amended complaint, Plaintiff expanded the Class Definition, and added claims that discovery had revealed.
- E.** Plaintiff filed a Third Amended Complaint on February 6, 2023. In the Third Amended Complaint, Plaintiff named a number of the affiliates of the original Defendants as named Defendants.
- F.** Plaintiff filed a Fourth Amended Complaint on May 15, 2023. In the Fourth Amended Complaint, Plaintiff clarified the Class Definition to address concerns of the Court about the ascertainability of the Settlement Class.
- G.** 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 Defendants also shared confidential documents related to their financial situation as well. This substantial amount of data and information permitted Plaintiff to evaluate all of the class-wide claims prior to mediation.

- H. 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.
- I. **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.
- J. **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, have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims and PAGA Released Claims.
- K. **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.
- L. **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 and PAGA Released Claims. Final approval of this Settlement operates as full satisfaction of the Released Claims and PAGA 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. No Class Member attended more than one "pre-employment" meeting.

**2. Tax Withholdings.** Each Individual Settlement Share 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. Individual PAGA Payment Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Payment Share from the Aggrieved Employees Amount to each Aggrieved Employee.

**1. Calculation.**

**a. Individual PAGA Payment Share Calculation.** Each Aggrieved Employee will receive an equal share of the Aggrieved Employees Amount. The value of each Aggrieved Employee's Individual PAGA Payment Share ties directly to the one day they attended an alleged "pre-employment" meeting during the PAGA Period. No Aggrieved Employee attended more than one "pre-employment" meeting.

**2. Tax Withholdings.** Each Individual PAGA Payment Share will be paid as penalties 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.

**H. 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 her Individual PAGA Payment 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 General Release Payment out of Gross Settlement Amount. 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 Amount. 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. 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 Gross Settlement Amount.

**I. 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.

**J. 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 Gross Settlement Amount as a result of uncashed checks to Legal Aid at Work; and for such other tasks as the Parties mutually agree.

**K. 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. 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.
- e. 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.

- f. 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 Packet 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 Packet 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 Packet 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 Packet 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 Packet shall be re-mailed to the original address. If the Class Notice Packet 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 Individual Settlement

Shares to Participating Class Members, the estimated Individual PAGA Payment Shares to Aggrieved Employees, as well as any other additional information requested by the Parties. 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 can do so in person, or in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. Class Members may also object orally by appearing at the final approval hearing whether or not they submit a written objection in advance. Class Members may use the Objection Form (**Exhibit C**) for this purpose, though they are not required to. The timeframe to submit an objection will not be increased for returned mailings.

**a. Format.** Any Objections should 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.

**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. Class Members may use the Election Not To Participate In Settlement Form (**Exhibit B**) for this purpose, though they are not required to. 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 Class Notice Packets mailed to Settlement Class Members, the number of Class Notice Packets returned as undeliverable, the number of Class Notice Packets re-mailed to Settlement Class Members, the number of re-mailed Class Notice Packets 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 and PAGA Released Claims of the Aggrieved Employees.

- 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 Gross 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 twenty (120) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within sixty (60) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that



unless the check is redeemed or deposited in the next sixty (60) 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 60-day period after mailing the reminder notice, the Settlement Administrator will, within one hundred and eighty (180) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share and Individual PAGA Payment Share checks returned as undeliverable and funds associated with those Individual Settlement Share and Individual PAGA Payment Share checks remaining un-cashed, 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 Amount.

**L. 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. Also as of the Effective Final Settlement Date, Aggrieved Employees release the Released Parties from the PAGA Released Claims.

**M. 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.

**N. 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, Individual Settlement Shares, and/or Individual PAGA Payment 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.

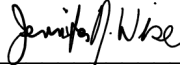
*[Signatures on Next Page]*

**IV. EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel execute this Agreement.

Dated: 06 / 19 / 2023

**PLAINTIFF JENNIFER WISE**



\_\_\_\_\_  
Jennifer Wise

Dated: \_\_\_\_\_

**DEFENDANT SPRINGS CHARTER SCHOOLS, INC.**

\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

Dated: \_\_\_\_\_

**DEFENDANT RIVER SPRINGS CHARTER SCHOOL, INC**

\_\_\_\_\_  
Tanya Rogers  
Chief Financial Officer

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

Dated: \_\_\_\_\_

**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

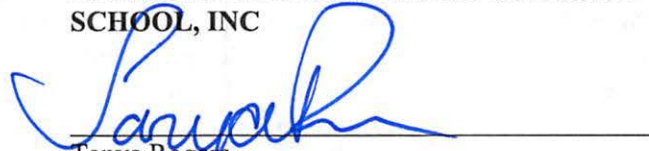
Dated: June 22, 2023

**DEFENDANT SPRINGS CHARTER  
SCHOOLS, INC.**

  
\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

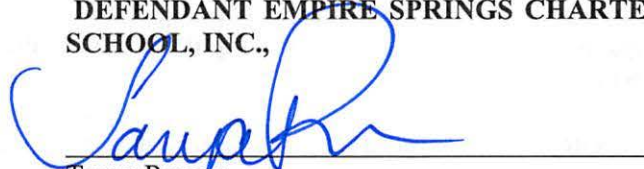
Dated: June 22, 2023

**DEFENDANT RIVER SPRINGS CHARTER  
SCHOOL, INC**

  
\_\_\_\_\_  
Tanya Rogers  
Chief Financial Officer

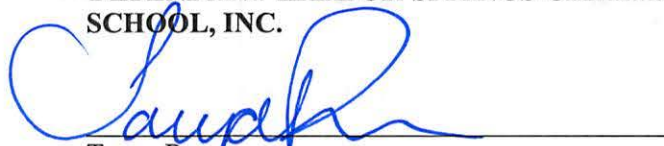
Dated: June 22, 2023

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

  
\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business


Dated: June 22, 2023

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

  
\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

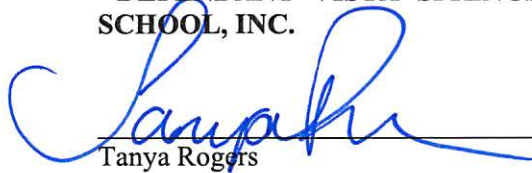
Dated: June 22, 2023

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

  
\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

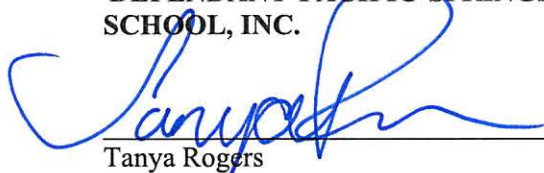
Dated: June 22, 2023

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

  
\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

Dated: June 22, 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: \_\_\_\_\_

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

\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

Dated: 06 / 14 / 2023

**THE SPIVAK LAW FIRM**



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

Dated: \_\_\_\_\_

**UNITED EMPLOYEES LAW GROUP**

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

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Tanya Rogers  
Assistant Superintendent of Business


Dated: \_\_\_\_\_

**THE SPIVAK LAW FIRM**

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

Dated: June 14, 2023

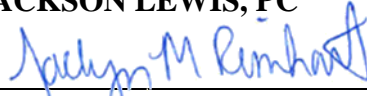
**UNITED EMPLOYEES LAW GROUP**

  
\_\_\_\_\_

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

Dated: June 22, 2023

**JACKSON LEWIS, PC**



---

Adrienne L. Conrad

Lara P. Besser

Jaclyn M. Reinhart

Attorneys for Defendants

# **EXHIBIT 26**

~~FIRST~~SECOND 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~~Second Amended Joint Stipulation and Settlement Agreement.”
- D. **Aggrieved Employee**: Any Settlement Class Member who attended one of Defendants’ “pre-employment” meetings in California at any time during the PAGA Period.
- E. **Aggrieved Employees Amount**: The twenty-five percent (25% or \$1,000.00) portion of the PAGA Payment that shall be paid to the Aggrieved Employees.
- ~~D.F.~~ **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.G.~~ **Class Counsel**: David G. Spivak of The Spivak Law Firm and Walter Haines of United Employees Law Group.

**F.H.** **Class Notice or Notice:** The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.

**I.** **The Class Notice Packet: The Notice of Class Action Settlement, the Election Not to Participate Form, and the Objection Form collectively.**

**G.J.** **Class Period:** July 1, 2016 through the date the Court grants preliminary approval of the Settlement.

**H.K.** **Class Representative or Plaintiff:** Jennifer Wise.

**I.L.** **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.M.** **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 QualifiedGross Settlement FundAmount 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.N.** **Counsel for Defendants:** Adrienne L. Conrad, Lara P. Besser, and Jaclyn M. Reinhart of Jackson Lewis P.C.

**L.O.** **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.P.** **OMITTED**

**N.Q.** **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.

**Q.R. Effective Final Settlement Date:** The effective date of this Settlement will be when the final approval of the 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, 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.

**S. Election Not to Participate In Settlement Form. The Election Not to Participate In Settlement Form, substantially similar to the form attached hereto as Exhibit B, subject to Court approval.**

**P.T. 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.U. Final Judgment or Final Approval:** The final order entered by the Court finally approving this Agreement.

**R.V. 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.W. 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.

**X.** **Individual PAGA Payment Share(s):** The amount payable to each Aggrieved Employee under the terms of this Settlement Agreement. Aggrieved Employees are not required to submit a claim form to receive their Individual PAGA Payment Shares pursuant to this Agreement. Rather, Aggrieved Employees will receive an Individual PAGA Payment Share automatically, without the return of a claim form.

**F.Y.** **LWDA:** California Labor and Workforce Development Agency.

**U.Z.** **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~~ **Individual Settlement Shares** that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the share.

**AA.** **Objection Form.** The Objection Form, substantially similar to the form attached hereto as **Exhibit C**, subject to Court approval.

**V.BB.** **PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).

**W.CC.** **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.

**DD.** **PAGA Period:** April 29, 2019 through the date the Court grants preliminary approval of the Settlement.

**EE.** **PAGA Released Claims:** Aggrieved Employees will release all claims stated in or based upon the facts alleged in the Complaint, the First Amended Complaint, the Second Amended Complaint, the Third Amended Complaint, and the Fourth Amended Complaint, under PAGA from April 29, 2019 through the date of preliminary court approval of the settlement.

**X.FF.** **Participating Class Members:** All Settlement Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.



**Y.GG. 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.HH. Preliminary Approval or Preliminary Approval Order:** The Court's order preliminarily approving the proposed Settlement.

**AA.II. 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.JJ. 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,~~ and the Fourth Amended Complaint, from July 1, 2016 through the date of preliminary court approval of the settlement.

**CC.KK. Released Parties:** Defendants and any of Defendants' respective officers, directors, employees, and agents.

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

**EE.MM. 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.NN. Settlement Administrator:** The third-party administrator agreed upon by Parties to administer this Settlement is Phoenix Settlement Administrators.

**GG.00. 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 suchall persons thatwho attended one of Defendants’ “pre-employment” meetings in California 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.PP. Settlement Class Member:** Each person eligible to participate in this Settlement who is a member of the Settlement Class as defined above.

**H.QQ. 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.** Plaintiff filed and served a Second Amended Complaint on November 1, 2021. In the Second Amended complaint, Plaintiff expanded the Class Definition, and added claims that discovery had revealed.
- E.** Plaintiff filed a Third Amended Complaint on February 6, 2023. In the Third Amended Complaint, Plaintiff named a number of the affiliates of the original Defendants as named Defendants.

**F.** [Plaintiff filed a Fourth Amended Complaint on May 15, 2023. In the Fourth Amended Complaint, Plaintiff clarified the Class Definition to address concerns of the Court about the ascertainability of the Settlement Class.](#)

**D.G.** 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~~[Defendants](#) also shared confidential documents related to ~~it~~[their](#) 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.H.** 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.I.** **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.J.** **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~~[have](#) agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims- ~~and~~ [PAGA Released Claims.](#)

**H.K.** **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.L.** **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- and PAGA Released Claims. Final approval of this Settlement operates as full satisfaction of the Released Claims and PAGA 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. No Class Member attended more than one "pre-employment" meeting.

- 2. Tax Withholdings.** Each ~~putative class member's gross settlement award~~ Individual Settlement Share 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. Individual PAGA Payment Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Payment Share from the Aggrieved Employees Amount to each Aggrieved Employee.

**1. Calculation.**

- a. Individual PAGA Payment Share Calculation.** Each Aggrieved Employee will receive an equal share of the Aggrieved Employees Amount. The value of each Aggrieved Employee's Individual PAGA Payment Share ties directly to the one day they attended an

alleged “pre-employment” meeting during the PAGA Period. No Aggrieved Employee attended more than one “pre-employment” meeting.

2. Tax Withholdings. Each Individual PAGA Payment Share will be paid as penalties 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.

**G.H.** **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 her Individual PAGA Payment 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—QualifiedGross~~ Settlement FundAmount. 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 FundAmount. 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 QualifiedGross Settlement FundAmount.

**H.I. 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.

**H.J. 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 Gross Settlement Amount](#) as a result of uncashed checks to Legal Aid at Work; and for such other tasks as the Parties mutually agree.

**J.K. 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.d. 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.e. 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.f. 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 [Packet](#) 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 [Packet](#) 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 [Packet](#) 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 [Packet](#) 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 [Packet](#) shall be re-mailed to the original address. If the Class Notice [Packet](#) 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, [the estimated Individual PAGA Payment Shares to Aggrieved Employees](#), 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~~[can](#) do so [in person, or](#) in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. [Class Members may also object orally by appearing at the final approval hearing whether or not they submit a written objection in advance. Class Members may use the Objection Form \(Exhibit C\) for this purpose, though they are not required](#)

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

**a. Format.** Any Objections ~~shall~~should 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. Class Members may use the Election Not To Participate In Settlement Form (Exhibit B) for this purpose, though they are not required to. 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 [NoticesClass Notice Packets](#) mailed to Settlement Class Members, the number of [NoticesClass Notice Packets](#) returned as undeliverable, the number of [NoticesClass Notice Packets](#) re-mailed to Settlement Class Members, the number of re-mailed [NoticesClass Notice Packets](#) 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: [and PAGA Released Claims of the Aggrieved Employees.](#)

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~~Gross 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~~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)~~twenty (120) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ~~ninety~~ ~~(90)~~sixty (60) 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)~~sixty (60) 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~~60-day period after mailing the reminder notice, the Settlement Administrator will, within ~~two~~one hundred ~~(200)~~and eighty (180) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual

Settlement Share [and Individual PAGA Payment Share](#) checks returned as undeliverable and funds associated with those Individual Settlement Share [and Individual PAGA Payment Share](#) checks remaining un-cashed, 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 [FundAmount](#).

**K.L. 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. [Also as of the Effective Final Settlement Date, Aggrieved Employees release the Released Parties from the PAGA Released Claims.](#)

**L.M. 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.N. **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, [Individual Settlement Shares](#), and/or [Individual Settlement](#) ~~PAGA Payment~~ 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: \_\_\_\_\_, 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

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: \_\_\_\_\_, 2023 \_\_\_\_\_ **UNITED EMPLOYEES LAW  
GROUP**

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

| Dated: \_\_\_\_\_, 2023, \_\_\_\_\_ **JACKSON LEWIS, PC**

---

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

# **EXHIBIT 27**



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

[DAVID G. SPIVAK \(SBN 179684\)](#)  
[david@spivaklaw.com](mailto:david@spivaklaw.com)  
[THE SPIVAK LAW FIRM](#)  
[8605 Santa Monica Blvd., PMB 42554](#)  
[West Hollywood, CA 90069](#)  
[Telephone: \(213\) 725-9094](#)  
[Facsimile: \(213\) 634-2485](#)

[WALTER L. HAINES \(SBN 71075\)](#)  
[walter@uelglaw.com](mailto:walter@uelglaw.com)  
[UNITED EMPLOYEES LAW GROUP, PC](#)  
[8605 Santa Monica Blvd. PMB 63354](#)  
[West Hollywood, CA 90069](#)  
[Telephone: \(562\) 256-1047](#)  
[Facsimile: \(562\) 256-1006](#)

[Attorneys for Plaintiff,](#)  
[JENNIFER WISE, and all others similarly situated](#)

**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**  
**THE SECOND AMENDED CLASS**  
**ACTION SETTLEMENT**

[Hearing Date:](#) [July 3, 2023](#)  
[Hearing Time:](#) [8:30 a.m.](#)  
[Hearing Dept.:](#) [1, The Hon. Craig G. Riemer](#)

1 corporation; EMPIRE SPRINGS CHARTER  
2 SCHOOL, INC., a California corporation; HARBOR  
3 SPRINGS CHARTER SCHOOL, INC., a California  
4 corporation; CITRUS SPRINGS CHARTER  
5 SCHOOL, INC., a California corporation; VISTA  
6 SPRINGS CHARTER SCHOOL, INC., a California  
7 corporation; PACIFIC SPRINGS CHARTER  
8 SCHOOL, INC., a California corporation and DOES  
9 1-50, inclusive,

*Defendants.*

–  
Action filed: July 01, 2020  
~~Dept~~ Trial Date: ~~1, The Honorable Craig~~  
~~Riemer~~ Not set

10 The Renewed Motion of Plaintiff Jennifer Wise (hereafter referred to as “Plaintiff”) for  
11 Preliminary Approval of ~~a Class Action~~ Second Amended Joint Stipulation and Settlement  
12 Agreement (the “Renewed Motion”) was considered by the Court, The Honorable Craig Riemer  
13 presiding. The Court having considered the Renewed Motion, ~~the~~ Second Amended Joint  
14 Stipulation ~~of Class Action and Settlement and Release of Claims~~ (“Agreement (“Second  
15 Amended Settlement” or “Second Amended Settlement Agreement”), and supporting papers,  
16  
17 HEREBY ORDERS THE FOLLOWING:

18 1. The Court grants preliminary approval of the Settlement and the Settlement Class  
19 based upon the terms set forth in the Second Amended Settlement ~~filed Agreement attached~~ as  
20 ~~an~~ Exhibit 25 to the Amended Declaration of David Spivak in Support of the Renewed Motion  
21 for Preliminary Approval, filed on June 23, 2023. All terms herein shall have the same meaning  
22 as defined in the Second Amended Settlement. ~~The Court has determined there is sufficient~~  
23 ~~evidence to preliminarily determine that (a) the terms of the Settlement appear to be fair,~~  
24 ~~adequate, and reasonable to the Settlement Class and (b) the Settlement falls within the range of~~  
25 ~~reasonableness and appears to be presumptively valid, subject only to any objections that may~~  
26  
27  
28

1 ~~be raised at the final hearing and final approval by this Court Agreement.~~ The Court will make  
2 a determination at the hearing on the motion for final approval of class action settlement (the  
3 “Final Approval Hearing”) as to whether the Settlement is fair, adequate and reasonable to the  
4 Settlement Class.

5  
6 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means  
7 all persons who ~~applied for~~ attended “pre-employment” meetings with Defendants Springs  
8 Charter Schools, Inc., River Springs Charter School, Inc., Empire Springs Charter School, Inc.,  
9 Harbor Springs Charter School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter  
10 School, Inc., and Pacific Springs Charter School, Inc. (collectively, “Defendants”) in California,  
11 ~~were prospective employees of Defendants in California, and/or who Defendants employed~~ at  
12 any time between July 1, 2016 through the date of Preliminary Approval (collectively “Class  
13 Members”). ~~Class Members consist solely of such persons that attended one of Defendants’~~  
14 ~~“pre-employment” meetings.”~~ The “Class Period” shall mean the period of time from July 1,  
15 2016, through ~~the date of Preliminary Approval~~ <<INSERT DATE OF PRELIMINARY APPROVAL>>. Defendants  
16 estimated for purposes of mediation that there are 1,176 Class Members for the period of July  
17 1, 2016 through December 31, 2021. The “Effective Final Settlement Date” of this Second  
18 Amended Settlement will be when the final approval of the settlement takes place or when  
19 judgment can no longer be appealed, or, if there are no objectors, no parties in intervention at  
20 the time the court grants final approval of the settlement, and no post judgment challenges to  
21 the judgment, ten (10) calendar days from the date the court enters judgment granting final  
22 approval of the settlement. The occurrence of the Effective Final Settlement Date is a  
23 prerequisite to any obligation of Defendants to pay any funds into the Qualified Settlement Fund.

24  
25  
26 3. This action is provisionally certified pursuant to section 382 of the California  
27  
28

1 Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action  
2 for purposes of settlement only with respect to the proposed Settlement Class.

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

13  
14  
15 5. The Court finds that the dates set forth in the [Second Amended](#) Settlement for  
16 mailing and distribution of the Class Notice meet the requirements of due process and provide  
17 the best notice practicable under the circumstances and constitute due and sufficient notice to  
18 all persons entitled thereto, and directs the mailing of the Class Notice by first class mail to the  
19 Settlement Class as set forth in the [Second Amended](#) Settlement. Accordingly, the Court orders  
20 the following implementation schedule for further proceedings:

- 21  
22 a. Within ten (10) calendar days [after entry of this order](#), Defendants shall  
23 provide Phoenix Settlement Administrators, the appointed Settlement  
24 Administrator, with: ~~(a) An electronic database of all Class Members, last~~  
25 ~~known mailing address, Social Security number and Defendants' employee~~  
26 ~~identification number ("Class Members' Data"); and (b) Corresponding to~~

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

~~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 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 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. 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~~

1 shall be based on Defendants' payroll, personnel, and other business records.  
2 The Settlement Administrator shall maintain the Database and all data  
3 contained within the Database as private and confidential. The Parties agree  
4 the Settlement Class Members' contact information and Social Security  
5 numbers will be used only by the Settlement Administrator for the sole  
6 purpose of effectuating the Settlement, and will not be provided to Class  
7 Counsel at any time or in any form. If the Class Notice is re-mailed, the  
8 Settlement Administrator will note for its own records and notify Class  
9 Counsel and Defendants' Counsel of the date and address of each such re-  
10 mailing as part of a weekly status report provided to the Parties. The  
11 Settlement Administrator shall file a declaration concurrently with the filing  
12 of any motion for final approval, authenticating a copy of every exclusion  
13 form received by the Settlement Administrator.

14  
15  
16 b. **Mailing of Class Notice.** By Within approximately fifteen (15) days after  
17 issuance of this order, or as soon thereafter as it can do so, the Settlement  
18 Administrator will mail the Class Notice (Exhibit A~~7~~) the Opt-Out Form  
19 (Exhibit B), and the Objection Form (Exhibit C) to all identified Class  
20 Members via first-class U.S. mail using the mailing address information  
21 provided by Defendants, unless modified by any updated address information  
22 that the Settlement Administrator obtains in the course of administration of  
23 the Settlement.

24  
25 c. **Returned Class Notice.** If a Class Notice is returned because of an incorrect  
26 address, the Settlement Administrator will promptly, and not later than three  
27  
28

1 (3) business days from receipt of the returned Class Notice, search for a more  
2 current address for the Class Member and re-mail the Class Notice to the  
3 Class Member. The Settlement Administrator will use the Class Members’  
4 Data and otherwise work with Defendants’ Counsel and Class Counsel to  
5 find a more current address. The Settlement Administrator will be  
6 responsible for taking reasonable steps, consistent with its agreed-upon job  
7 parameters, court orders, and fee, to trace the mailing address of any Class  
8 Member for whom a Class Notice is returned as undeliverable by the U.S.  
9 Postal Service. These reasonable steps shall include the tracking of all  
10 undelivered mail; performing address searches for all mail returned without  
11 a forwarding address; and promptly re-mailing to Class Members for whom  
12 new addresses are found. If the Class Notice is re-mailed, the Settlement  
13 Administrator will note for its own records and notify Class Counsel and  
14 Defendants’ Counsel of the date and address of each such re-mailing as part  
15 of a weekly status report provided to the Parties.  
16

17  
18 ~~d. **Reminder Notice.** Not later than thirty (30) days of mailing the notice, the~~  
19 ~~claims administrator will be required to send a reminder notice to every class~~  
20 ~~member from whom no claim or exclusion request is received.~~  
21

22 f.d. **Declaration of Settlement Administrator.** Not later than seven (7) days  
23 after the Response Deadline, the Settlement Administrator will provide the  
24 Parties for filing with the Court a declaration of due diligence setting forth  
25 its compliance with its obligations under this Agreement. Prior to the Final  
26 Approval Hearing, the Settlement Administrator will supplement its  
27  
28

1 declaration of due diligence if any material changes occur from the date of  
2 the filing of its prior declaration.

3 ~~g.e.~~ **Requests for Exclusion from Settlement; and Objections to Settlement**  
4 **(Response Deadline).** Class Members may submit requests to be excluded  
5 from the effect of the Second Amended Settlement, or objections to the  
6 Second Amended Settlement, pursuant to the following procedures:

7  
8 **i. Request for Exclusion from Settlement.** A Class Member may  
9 request to be excluded from the effect of this Agreement, though not  
10 the PAGA Released Claims, and any payment of amounts under this  
11 Agreement, though not the PAGA Payment, by timely mailing a  
12 letter to the Settlement Administrator stating that the Class Member  
13 wants to be excluded from this Action. This letter must include the  
14 Class Member’s name, address, telephone number, and signature.

15  
16 ~~To be valid and timely, the request to be excluded must be~~  
17 ~~postmarked by the date specified in the Class Notice 60 (sixty) days~~  
18 ~~from the initial mailing of the Class Notice by the Settlement~~  
19 ~~Administrator). A Class Member who properly submits a valid and~~  
20 ~~timely request to be excluded from the Action shall not receive any~~  
21 ~~payment of any kind in connection with this Agreement or this~~  
22 ~~Action, shall not be bound by or receive any benefit of this~~  
23 ~~Agreement, and shall have no standing to object to the~~  
24 ~~Settlement.~~ The Settlement Class Members will have Sixty (60) days  
25 from the date of the mailing in which to postmark requests for  
26



1 [exclusion from the Settlement](#). A request for exclusion must be  
2 mailed to the Settlement Administrator at the address provided on  
3 the Class Notice. The Settlement Administrator shall transmit the  
4 request for exclusion to counsel for the Parties as follows:  
5

6  
7 *To Class Counsel:*

8 David G. Spivak, Esq.  
9 The Spivak Law Firm  
10 8605 Santa Monica Bl  
11 PMB 42554  
12 West Hollywood, CA 90069

*To Defense Counsel:*

Adrienne L. Conrad, Esq.  
Lara P. Besser, Esq.  
Jaclyn M. Reinhart, Esq.  
Jackson Lewis P.C.  
225 Broadway  
Ste 1800  
San Diego, CA 92101-5050

13 ii. **Objections to Settlement.** The Class Notice will provide that any  
14 Class Member who does not request exclusion from the  
15 [Action Settlement](#) and who wishes to object to the [Second Amended](#)  
16 Settlement should submit an objection in writing to the Settlement  
17 Administrator [by within](#) (sixty) 60 days after the Settlement  
18 Administrator mails the Class Notice, a written objection to the  
19 Settlement which sets forth the grounds for the objection and the  
20 other information required by this paragraph. The objection should  
21 be mailed to the Settlement Administrator at the address provided on  
22 the Class Notice. The Settlement Administrator shall transmit the  
23 objections to counsel for the Parties as follows:  
24

25  
26 *To Class Counsel:*

27 David G. Spivak, Esq.

*To Defense Counsel:*

Adrienne L. Conrad, Esq.

1 The Spivak Law Firm  
2 8605 Santa Monica Bl  
3 PMB 42554  
4 West Hollywood, CA 90069

Lara P. Besser, Esq.  
Jaclyn M. Reinhart, Esq.  
Jackson Lewis P.C.  
225 Broadway  
Ste 1800  
San Diego, CA 92101-5050

5 The written objection should state the objecting Class Member's full  
6 name, address, and the approximate dates of his or her employment  
7 with Defendants. The written objection should state the basis for each  
8 specific objection and any legal support in clear and concise terms.

9 ~~The written objection also should state whether the Class Member~~  
10 ~~intends to formally intervene and become a party of record in the~~  
11 ~~action, and upon formally intervening, appear and argue at the Final~~  
12 ~~Approval hearing. However, the objectors~~  
13 ~~However, Class Members~~

14 will be provided with the opportunity to speak at the final approval  
15 hearing regardless of whether they have filed an appearance or  
16 submitted a written opposition beforehand.

17 If the objecting Class Member does not formally intervene in the  
18 action and/or the Court rejects the Class Member's objection, the  
19 Class Member may still be bound by the terms of this Agreement.  
20

21 **h.f. Report.** Not later than fourteen (14) days after the deadline for submission  
22 of requests for exclusion, disputes and objections, the Settlement  
23 Administrator will provide the Parties with a complete and accurate list of all  
24 Class Members who sent timely requests to be excluded from the Action and  
25 all Class Members who objected to the settlement.  
26

27 **i.g.** The Settlement Administrator shall file a declaration concurrently with the  
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

filing of the motion for Final Approval, authenticating a copy of every objection and exclusion form received by the Settlement Administrator.

~~5. 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.~~

h. 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 remailing 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 Gross Settlement Amount; 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

1 to Class Counsel; printing and providing Class Members and Plaintiff with  
2 W-2s and 1099 forms as required under this Agreement and applicable law;  
3 providing a due diligence declaration for submission to the Superior Court  
4 upon the completion of the Settlement; providing any funds remaining in the  
5 Gross Settlement Amount as a result of uncashed checks to Legal Aid at  
6 Work; and for such other tasks as the Parties mutually agree.

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

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

14 8. The Court approves, for settlement purposes only, Jennifer Wise as the Class  
15 Representative.

16 9. The Court approves Phoenix Settlement Administrators as the Settlement  
17 Administrator.

18 10. The Court preliminarily approves the estimated ~~Settlement Administrator~~  
19 ~~costs~~ Administration Costs payable to the Settlement Administrator subject to final review by  
20 the Court.

21 22  
23 11. A Final Approval Hearing shall be held on \_\_\_\_\_ at \_\_\_\_\_ **.m.** in  
24 Department 1 of the Superior Court for the State of California, County of Riverside, located at  
25 the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 to consider the  
26 fairness, adequacy and reasonableness of the proposed Second Amended Settlement  
27  
28

1 preliminarily approved by this Preliminary Approval Order, and to consider the application of  
2 Class Counsel for attorneys' fees and costs and the Class Representative [General Release](#)  
3 Payment to the Class Representative. The notice of motion and all briefs and materials in support  
4 of the motion for final approval of class action settlement and motion for attorneys' fees and  
5 litigation costs shall be served and filed with this Court on or before -sixteen (16) Court days  
6 before the Final Approval Hearing.  
7

8 12. If for any reason the Court does not execute and file a final approval order and  
9 judgment, or if the Effective Final Settlement Date, as defined in the [Second Amended](#)  
10 Settlement, does not occur for any reason, the proposed Settlement that is the subject of this  
11 order, and all evidence and proceedings had in connection therewith, shall be without prejudice  
12 to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the  
13 [Second Amended](#) Settlement.  
14

15 13. The Court expressly reserves the right to adjourn or continue the Final Approval  
16 Hearing from time to time without further notice to members of the Class. The Plaintiff shall  
17 give prompt notice of any continuance to Settlement Class Members who object to the [Second](#)  
18 [Amended](#) Settlement.  
19

20 **IT IS SO ORDERED.**  
21

22 \_\_\_\_\_  
23 **DATE**

22 \_\_\_\_\_  
23 **THE HONORABLE CRAIG RIEMER**  
24 **CALIFORNIA SUPERIOR COURT**

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 A**

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

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

4 **As a person who ~~applied for~~ attended a pre-employment meeting with, ~~was a prospective~~  
5 ~~employee of, and/or were employed by~~ Springs Charter Schools, Inc., River Springs  
6 Charter School, Inc., Empire Springs Charter School, Inc., Harbor Springs Charter**

7 CPT ID: <<CPT ID>>

Please provide current address (if different) here:

8 <<Name>>

9 <<Address1>>

10 <<Address2>>

11 <<City>>, <<State>> <<Zip

12 Code>>

13 **School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter School, Inc., or**  
14 **Pacific Springs Charter School, Inc., ~~and attended a pre-employment meeting with such~~**  
15 **~~entity~~, you may be entitled to receive money from a class action settlement.**

16 *The Riverside County Superior Court has authorized this Class Notice.*

17 *This is not a solicitation from a lawyer.*

18 YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION  
19 SETTLEMENT IF YOU ARE A PERSON WHO ~~APPLIED FOR~~ ATTENDED A PRE-  
20 EMPLOYMENT MEETING WITH, ~~WAS A PROSPECTIVE EMPLOYEE OF, AND/OR~~  
21 ~~WERE EMPLOYED BY~~ SPRINGS CHARTER SCHOOLS, INC., RIVER SPRINGS  
22 CHARTER SCHOOL, INC., EMPIRE SPRINGS CHARTER SCHOOL, INC., HARBOR  
23 SPRINGS CHARTER SCHOOL, INC., CITRUS SPRINGS CHARTER SCHOOL, INC.,  
24 VISTA SPRINGS CHARTER SCHOOL, INC., OR PACIFIC SPRINGS CHARTER SCHOOL,  
25 INC., ~~AND ATTENDED A PRE-EMPLOYMENT MEETING WITH SUCH ENTITY,~~  
26 BETWEEN JULY 21, 2016 AND <<THE DATE THE COURT GRANTS PRELIMINARY  
27 APPROVAL OF THE SETTLEMENT>>.

- 28
- A proposed settlement of \$530,000.00 (the “Gross Settlement Amount”) will be used to pay claims to: All persons who ~~applied for employment with Defendants, were prospective employees of Defendants, or who were employed by Defendants,~~ and attended one of Defendants’ 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”). 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, starting at 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.

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

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

HOW MUCH WILL I GET?



1 It is expected that you will receive an Individual Settlement Share of approximately  
 2 <<Individual Settlement ~~Payment~~Share amount>>from this Settlement. ~~The average~~  
 3 ~~Individual Settlement Award per Class Member is \$\_\_\_\_. A Class Member who worked at least~~  
 4 ~~one qualified week during the Class Period, You will also receive a minimum of \$\_\_\_\_. The~~  
 5 ~~lowest estimated an Individual Settlement Award is \$\_\_\_\_) and the highest number is~~ PAGA  
 6 Payment Share of approximately \_\_\_\_ workweeks, resulting in the highest estimated  
 7 <<Individual PAGA Payment Share amount>> from this Settlement Award of \$\_\_\_\_\_.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

6 DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.
7 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.
8 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.
9 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.
10 ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court <u>and talk to the Court about the Settlement</u> , but you are not required to attend. <del>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.</del>

**IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT**

**1. Why did I get this Class Notice?**

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

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

**2. What is the Action about?**

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

### 3. Why is there a settlement?

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

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

### 4. What is a class action settlement?

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

### 5. What should I do?

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

### 6. How much will my payment be?

1 After all fees, ~~and~~ costs, ~~and offsets~~ are taken as set forth under the Settlement Agreement ~~–~~,  
2 which is available for review (attached as Exhibit 25 to the Amended Declaration of David  
3 Spivak in Support of the Renewed Motion for Preliminary Approval, filed on June 23, 2023, in  
4 Riverside Superior Court, <https://www.riverside.courts.ca.gov>), the remainder will be used to  
5 pay Class Members an equal payment based on the number of Class Members (“Pro-Rata  
6 Share”).

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

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

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

#### 18 7. When would I get my payment?

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

25 You will have 180 days to cash your settlement check. If a mailed individual settlement payment  
26 is not cashed by <<check cashing deadline>> (within 180 days of the date printed on the check),  
27 all uncashed funds will be paid to ~~the~~ Legal Aid at Work.

#### 26 8. What am I releasing?

27 The Released Claims are all claims stated in and based on the facts alleged in the Complaint, the  
28 First Amended Complaint, the Second Amended Complaint, the Third Amended Complaint, and

1 [the Fourth Amended Complaint from July 1, 2016 through the date of preliminary court approval](#)  
2 [of the settlement. The PAGA Released Claims are all claims stated in or based upon the facts](#)  
3 [alleged in the Complaint, the First Amended Complaint, the Second Amended Complaint, the](#)  
4 [Third Amended Complaint, and the Fourth Amended Complaint, under PAGA from April 29,](#)  
5 [2019 through the date of preliminary court approval of the settlement.](#)

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

8 As of the Effective Final Settlement Date, Class Members who do not submit a timely  
9 and valid request for exclusion release the [Defendants and any of Defendants’](#)  
10 [respective officers, directors, employees, and agents \(the “Released Parties”\)](#) from the  
11 Released Claims. Participating Class Members agree not to sue or otherwise make a  
12 claim in any forum against any of the Released Parties for any of the Released Claims.

13 Class members who do not opt out of the settlement will release all claims stated in  
14 or based upon the facts alleged in the Complaint, the First Amended Complaint, the  
15 Second Amended Complaint, ~~and~~ the Third Amended Complaint, [and the Fourth](#)  
16 [Amended Complaint](#) from July 1, 2016 through <<the date of Preliminary  
17 Approval>>.

18 ~~The Released Parties are Defendants, and any of Defendants’ respective officers,~~  
19 ~~directors, employees, and agents.~~

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

22 [You cannot request exclusion from the PAGA Released Claims.](#)

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

28 **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

1 considered and you will be bound by the settlement. If the Settlement Administrator re-mailed  
2 your Class Notice to a new address, you will have additional 15 days from the date of the re-  
3 mailed Class Notice to opt out. You must include your full name (and former names, if any) and  
4 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~~ rata share of the PAGA Penalties  
whether or not you opt out of the settlement.

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

6 The Court has appointed David G. Spivak of the Spivak Law Firm, 8605 Santa Monica Bl, PMB  
7 42554, West Hollywood, CA 90069, Telephone: (213) 725-9094, david@spivaklaw.com, and  
8 Walter L. Haines of United Employees Law Group to represent you and other Class Members in  
9 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.

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

11 Class Counsel will ask the Court to award them fees of approximately 33 and 1/3% (one-third)  
12 of the Gross Settlement Amount, estimated to be \$176,666.67. Class Counsel will also ask the  
13 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.

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

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

18 You may object to the proposed settlement in writing or in person. You may also appear at the  
19 Final Approval Hearing, either in person or through your own attorney. If you appear through  
20 your own attorney, you are responsible for paying that attorney. All written objections and  
21 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  
22 by mailing them to the Settlement Administrator, Phoenix Settlement Administrators,  
<<settlement administrator mailing address>>, and (c) be ~~filed or~~ postmarked on or before  
23 <<response deadline>>. If the Settlement Administrator re-mailed your Class Notice to a new  
24 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~~ by the  
Court, even if they have not previously served a written objection.

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

26 The Court will hold a fairness hearing on <<final approval hearing date>> at <<final approval  
27 hearing time>> in Department 1 at the Riverside County Superior Court, Riverside Historic

1 Courthouse, 4050 Main Street, Riverside, CA 92501 (The Honorable Craig Riemer presiding).  
2 At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate.  
3 If there are objections that were properly made, the Court will consider them. The Court will  
4 listen to people who ~~have asked~~ask 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.

5 **14. Do I have to come to the hearing?**

6 No. Class Counsel will answer any questions that the Court may have. But, you are welcome to  
7 come at your own expense. If you sent an objection, you do not have to come to Court to talk  
8 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.

9 **15. May I speak at the hearing?**

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

12 **16. What happens if I do nothing at all?**

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

15 **GETTING MORE INFORMATION**

16 You can find the following documents at www.\_\_\_\_\_ **[administrator website].com**:

- 17 a. The ~~First~~Second Amended Joint Stipulation and Settlement Agreement filed with  
18 the Court on ~~April 10~~June 23, 2023, and attached as Exhibit 25 to the Declaration  
of David Spivak.
- 19 b. The Court's Order Preliminarily Approving the ~~First~~Second Amended Joint  
20 Stipulation and Settlement Agreement ~~submitted with the Court on April 10~~dated  
June 23, 2023.
- 21 c. Notice of Proposed Class Action Settlement and Hearing Date for Court Approval  
22 filed with the Court on ~~April 10~~June 23, 2023.
- 23 d. The Election Not to Participate in Settlement form filed with the Court on ~~April~~  
24 10June 23, 2023.
- 25 e. The Objection form filed with the Court on ~~April 10~~June 23, 2023.
- 26 f. The Motion for Preliminary Approval of the Joint Stipulation and Settlement  
27 Agreement filed with the Court on October 3, 2022.

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. 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.
- [o. The Supplemental Briefing in support of the Renewed Motion for Preliminary Approval of the Second Amended Joint Stipulation and Settlement Agreement filed with the Court on June 23, 2023.](#)
- [p. The Amended Declaration of David Spivak in support of the Supplemental Briefing for the Renewed Motion for Preliminary Approval of the Second Amended Joint Stipulation and Settlement Agreement filed with the Court on June 23, 2023.](#)
- [q. The Amended Declaration of Walter Haines in support of the Supplemental Briefing for the Renewed Motion for Preliminary Approval of the Second Amended Joint Stipulation and Settlement Agreement filed with the Court on June 23, 2023.](#)

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

r. [The Supplemental Declaration of Lara Besser in support of the Renewed Motion for Preliminary Approval of the Joint Stipulation and Settlement Agreement filed with the Court on June 23, 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 also access the Riverside County Superior Court's Online Services at [https://www.\\_\\_\\_\\_\\_](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

# **EXHIBIT B**

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

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

**ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

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

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

*Wise v. Springs Charter Schools, Inc.* Class Action Settlement Administrator  
c/o \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and *not* to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that I cannot opt-out of the PAGA Released Claims and will receive my pro-rata share of the PAGA Penalties whether or not I opt out of the Settlement.

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)

\_\_\_\_\_  
(Identification Number)

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**

1 **OBJECTION FORM**

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

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>  
7 <<Name>>  
8 <<Address1>>  
9 <<Address2>>  
10 <<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_

11 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**  
12 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. -IF**  
13 **YOU OBJECT TO THE SETTLEMENT, YOU MUSTSHOULD SIGN AND COMPLETE**  
14 **THIS FORM ACCURATELY AND IN ITS ENTIRETY, (OR ONE LIKE IT), AND YOU**  
15 **MUSTSHOULD MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT**  
16 **ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<DATE>>.**  
17 **THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED ON PAGE**  
18 **TWO OF THIS FORM.**

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

24 The Court will consider your objection at the Final Approval Hearing if you ~~submit a timely and valid~~  
25 ~~written statement of objection. All of the information on this form is required. If you do not provide all~~  
26 ~~of the information below, your objection will be deemed null and void.~~ timely submit it. Include any and  
27 all evidence and supporting papers (including, without limitation, all briefs, written evidence, and  
28 declarations) that you would like the Court to consider. ~~—However, you may speak to the Court at the~~  
final approval hearing whether or not you submit a timely objection.

29 [ ] I OBJECT to the *Jennifer Wise v. Springs Charter Schools, Inc.* Settlement on the following  
30 grounds (if additional space necessary, please include additional sheets of paper):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed on \_\_\_\_\_, 2023

\_\_\_\_\_  
(Signature)

<<Name>>  
(Printed Name)

**MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL  
POSTMARKED NOT LATER THAN [DATE]:**  
  
*JENNIFER WISE V. SPRINGS CHARTER SCHOOLS, INC., ~~ET AL.~~*  
*e/o [ADMIN]*  
*(XXX) XXX-XXXX*

\_\_\_\_\_

# **EXHIBIT 28**

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)**

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**

**FOURTH 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**



27 Mail:  
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



**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  
5500 Bolsa Ave, Suite 201  
Huntington Beach, CA 92649  
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 attended one  
20 of Defendants' "pre-employment" meetings in California, at any time during the period  
21 beginning four years prior to the filing of this action and ending on the date that final judgement  
22 is rendered in this action.

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

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

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

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

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

5 C. Whether Defendants failed to authorize and permit rest breaks for Class  
6 Members;

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

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

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

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

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

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

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

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

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

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

### 8 STATEMENT OF FACTS

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

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

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

28 31. Defendants failed to maintain accurate written employee records pertaining to  
Plaintiff and the other Class Members, including accurate wage statements itemizing each Class  
Member's gross wages earned, net wages earned, total hours worked, corresponding number of  
hours worked at each rate by the Class Member, and other requirements of California Labor Code



**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 § 226.

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

8 **FIRST CAUSE OF ACTION**

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

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

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

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

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

18 36. Section 3 of the Wage Order states:

19 (A) Daily Overtime - General Provisions

20 (1) The following overtime provisions are applicable to employees  
21 18 years of age or over and to employees 16 or 17 years of age who  
22 are not required by law to attend school and are not otherwise  
23 prohibited by law from engaging in the subject work. Such  
24 employees shall not be employed more than eight (8) hours in any  
25 workday or more than 40 hours in any workweek unless the  
26 employee receives one and one-half (1 ½) times such employee’s  
27 regular rate of pay for all hours worked over 40 hours in the  
28 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



**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

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 (7<sup>th</sup>) 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 employee under conditions that violate the Wage Order.

42. In conjunction, these provisions of the California Labor Code require employers



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



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

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

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

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

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

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

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

26 ///

27 ///

28 ///

///

///

///



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.



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

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

10 95. During the applicable time period, Defendants violated California Labor Code §§  
11 201, 202, 203, 204, 226, 510, 1174, 1194, 1197, and 1198.

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

15 97. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are  
16 entitled to recover civil penalties for each of Defendants' violations of California Labor Code §§  
17 201, 202, 203, 204, 226, 510, 1174, 1194, 1197, and 1198 during the applicable limitations period  
18 in the following amounts:

19 A. For violations of California Labor Code § 204, one hundred dollars  
20 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars  
21 (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation  
22 (penalty amounts established by California Labor Code § 210).

23 B. For violations of California Labor Code § 226(a), two hundred fifty dollars  
24 (\$250.00) for each aggrieved employee for initial violations and one thousand dollars (\$1,000.00)  
25 for each aggrieved employee for each subsequent violation (penalty amounts established by  
26 California Labor Code § 226.3).

27 C. For violations of California Labor Code § 510 fifty dollars (\$50.00) for  
28 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: May 10, 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](mailto: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 (7<sup>th</sup>) 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 (7<sup>th</sup>) 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.



### 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](mailto: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 29**

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 Attorneys for Plaintiff,  
10 JENNIFER WISE, and all others similarly situated  
11 (Additional counsel for the Parties on the following page)

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF RIVERSIDE**  
14 **(UNLIMITED JURISDICTION)**

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

20 *Plaintiff(s),*

21 vs.

22 SPRINGS CHARTER SCHOOLS, INC., a  
23 California corporation; RIVER SPRINGS  
24 CHARTER SCHOOL, INC., a California  
25 corporation; EMPIRE SPRINGS CHARTER  
26 SCHOOL, INC., a California corporation;  
27 HARBOR SPRINGS CHARTER SCHOOL, INC.,  
28 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,

*Defendants.*

Case No.: RIC2002359

Assigned to the Hon. Craig Riemer

**STIPULATION TO FILE FOURTH  
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 05/10/2023 03:03 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



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 ATTORNEY FOR PLAINTIFF**

WALTER HAINES (SBN 71075)  
whaines@uelglaw.com  
UNITED EMPLOYEES LAW GROUP  
5500 Bolsa Ave, Suite 201  
Huntington Beach, CA 92649  
Telephone: (562) 256-1047  
Facsimile: (562) 256-1006

**ATTORNEYS FOR DEFENDANTS**

LARA BESSER (SBN 282289)  
Lara.Besser@jacksonlewis.com  
ADRIENNE CONDRAD (SBN 318776)  
Adrienne.Conrad@jacksonlewis.com  
JACLYN REINHART (SBN 317622)  
Jaclyn.Reinhart@jacksonlewis.com  
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”),  
2 by and through her counsel of record, and Defendants SPRINGS CHARTER SCHOOLS, INC.,  
3 a California corporation, RIVER SPRINGS CHARTER SCHOOL, INC., a California  
4 corporation, EMPIRE SPRINGS CHARTER SCHOOL, INC., a California corporation,  
5 HARBOR SPRINGS CHARTER SCHOOL, INC., a California corporation, CITRUS SPRINGS  
6 CHARTER SCHOOL, INC., a California corporation, VISTA SPRINGS CHARTER SCHOOL,  
7 INC., a California corporation, and PACIFIC SPRINGS CHARTER SCHOOL, INC., a  
8 California corporation, (collectively “Defendants”), by and through their counsel of record,  
9 (hereafter “the Parties”) as follows:

10 WHEREAS, on April 18, 2023, the Court issued an order that presented the Court’s  
11 concerns about the class definition in the Third Amended Class Action complaint;

12 WHEREAS, Plaintiff proposes a Class Definition in her lawsuit that clarifies that the Class  
13 is composed only of persons who attended one of Defendants “pre-employment meetings”;

14 WHEREAS, Plaintiff will lodge the [Proposed] Fourth Amended Complaint (hereafter  
15 referred to as the “4AC”) stating the new class definition with the Court with the filing of this  
16 stipulation;

17 WHEREAS, the 4AC differs from the Third Amended Complaint (hereafter referred to as  
18 the “3AC”) in the following respects only:

- 19 a. Changes the Class Definition in ¶ 20 to “all persons who attended one of  
20 Defendants’ ‘pre-employment’ meetings in California, at any time during the period beginning  
21 four years prior to the filing of this action and ending on the date that final judgement is rendered  
22 in this action”;
- 23 b. Updates the address of Plaintiff’s counsel;
- 24 c. Corrects minor formatting.

25 WHEREAS, the factual allegations and alleged claims in the 4AC are the same as those  
26 in the 3AC except for the changes enumerated above.

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



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

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

- 1. That Plaintiff may file the Fourth Amended Complaint, which is attached hereto as **Exhibit A**;
- 2. That the Fourth Amended Complaint be deemed filed and served as of the date that the Court signs this Order;
- 3. That by not opposing Plaintiff's filing of the Fourth Amended Complaint, Defendants are not waiving any defenses; and
- 4. That Defendants will file a response to Plaintiff's Fourth Amended Complaint within thirty (30) days of the date of filing, including but not limited to an answer.

IT IS SO STIPULATED.

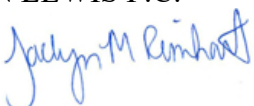
THE SPIVAK LAW FIRM

Dated: May 10, 2023

By:   
 DAVID SPIVAK  
 MAYA CHEAITANI  
 Attorneys for Plaintiff

JACKSON LEWIS P.C.

Dated: May 10, 2023

By:   
 LARA P. BESSER  
 ADRIENNE L. CONRAD  
 JACLYN M. REINHART  
 Attorneys for Defendants



**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

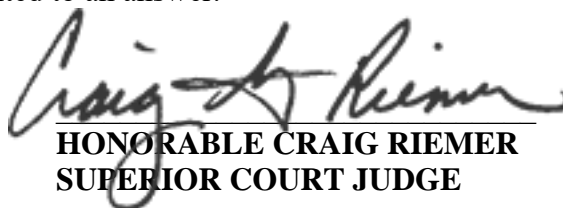
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**[PROPOSED] ORDER**

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

05/10/2023

**DATE**

  
**HONORABLE CRAIG RIEMER**  
**SUPERIOR COURT JUDGE**



**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**

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

*Defendants.*

Case No.: RIC2002359

**CLASS ACTION**

**[PROPOSED] FOURTH 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  
5500 Bolsa Ave, Suite 201  
Huntington Beach, CA 92649  
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



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 attended one  
20 of Defendants’ “pre-employment” meetings in California, at any time during the period  
21 beginning four years prior to the filing of this action and ending on the date that final judgement  
22 is rendered in this action.

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

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

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

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

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

5 C. Whether Defendants failed to authorize and permit rest breaks for Class  
6 Members;

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

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

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

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

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

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

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

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

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

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

### 8 STATEMENT OF FACTS

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

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

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

28 31. Defendants failed to maintain accurate written employee records pertaining to  
Plaintiff and the other Class Members, including accurate wage statements itemizing each Class  
Member's gross wages earned, net wages earned, total hours worked, corresponding number of  
hours worked at each rate by the Class Member, and other requirements of California Labor Code



**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 § 226.

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

8 **FIRST CAUSE OF ACTION**

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

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

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

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

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

18 36. Section 3 of the Wage Order states:

19 (A) Daily Overtime - General Provisions

20 (1) The following overtime provisions are applicable to employees  
21 18 years of age or over and to employees 16 or 17 years of age who  
22 are not required by law to attend school and are not otherwise  
23 prohibited by law from engaging in the subject work. Such  
24 employees shall not be employed more than eight (8) hours in any  
25 workday or more than 40 hours in any workweek unless the  
26 employee receives one and one-half (1 ½) times such employee’s  
27 regular rate of pay for all hours worked over 40 hours in the  
28 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



**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

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 (7<sup>th</sup>) 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 employee under conditions that violate the Wage Order.

42. In conjunction, these provisions of the California Labor Code require employers



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

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

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

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

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

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

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

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

26 ///

27 ///

28 ///

///

///

///



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.



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

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

10 95. During the applicable time period, Defendants violated California Labor Code §§  
11 201, 202, 203, 204, 226, 510, 1174, 1194, 1197, and 1198.

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

15 97. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are  
16 entitled to recover civil penalties for each of Defendants' violations of California Labor Code §§  
17 201, 202, 203, 204, 226, 510, 1174, 1194, 1197, and 1198 during the applicable limitations period  
18 in the following amounts:

19 A. For violations of California Labor Code § 204, one hundred dollars  
20 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars  
21 (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation  
22 (penalty amounts established by California Labor Code § 210).

23 B. For violations of California Labor Code § 226(a), two hundred fifty dollars  
24 (\$250.00) for each aggrieved employee for initial violations and one thousand dollars (\$1,000.00)  
25 for each aggrieved employee for each subsequent violation (penalty amounts established by  
26 California Labor Code § 226.3).

27 C. For violations of California Labor Code § 510 fifty dollars (\$50.00) for  
28 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: May 10, 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](mailto: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 (7<sup>th</sup>) 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 (7<sup>th</sup>) 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.



### 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](mailto: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 30**

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between **River Springs Charter School, Inc.** (referred to throughout this Agreement as “Defendant”) and **Jennifer Wise** (“Plaintiff”). The term “Party” or “Parties” as used herein shall refer to Defendant, Plaintiff, or both, as may be appropriate.

### **1. Recitals.**

This Agreement is made with reference to the following facts:

- (a) Plaintiff was formerly employed by Defendant;
- (b) Plaintiff’s last day of employment with Defendant was May 10, 2019 (“Separation Date”);
- (c) On or about July 1, 2020, Plaintiff brought an action against Defendant on behalf of herself and all similarly situated non-exempt employees, which is pending as *Jennifer Wise v. Springs Charter Schools, Inc., A California Corporation; River Springs Charter School, Inc.*, Riverside Superior Court Case No.: RIC2002359 (the “Lawsuit”). In the Lawsuit, Plaintiff asserts claims for: (1) Failure to Pay All Wages (minimum and overtime wages); (2) Failure to Provide Accurate Written Wage Statements; (3) Waiting Time Penalties; (4) Unfair Competition; and (5) Civil Penalties pursuant to the California Private Attorney General Act of 2004. Separate from class allegations the Lawsuit, Plaintiff makes individual claims for Constructive Termination in Violation of Public Policy, stemming from her alleged asserted right to express breast milk in the workplace.
- (d) There has been no determination on the merits of the Lawsuit but, in order to avoid additional cost and the uncertainty of litigation, Plaintiff and Defendant have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendant and/or Defendant’s direct and indirect parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of execution of this Agreement. However, this release provisions in this Agreement exclude those claims Plaintiff makes in the Lawsuit.

### **2. Consideration/Indemnification for Tax Consequences and Liens.**

(a) In consideration for Plaintiff signing this Agreement, and complying with its terms, Defendant agrees to pay the total gross sum of TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00) (the “Settlement Payment”), to be paid as follows:

- (1) One payment for alleged emotional distress, liquidated and/or non-wage damages by check made payable to “Jennifer Wise” in the amount of TWENTY

THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00), for which Defendant shall issue an IRS Form 1099-MISC to Plaintiff;

(b) Plaintiff agrees that Plaintiff is responsible for all applicable taxes, if any, as a result of the receipt of these monies in Paragraph 2(a)(2). Plaintiff understands and agrees Defendant is providing Plaintiff with no representations regarding tax obligations or consequences that may arise from this Agreement. Plaintiff, for Plaintiff and Plaintiff's dependents, successors, assigns, heirs, executors, and administrators (and Plaintiff's legal representatives of every kind), agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority's determination that Defendant or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or Plaintiff's Counsel pursuant to Paragraph 2(a) of this Agreement. Plaintiff agrees that Plaintiff shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Defendant or any of the other Releasees of the assessment of such taxes, penalties, or interest.

(c) Any settlement payments made by check set forth in this paragraph will be delivered to Plaintiff's Counsel, David G. Spivak, at 15303 Ventura Blvd., Suite 900, Sherman Oaks, CA 91403.

**3. No Consideration Absent Execution of this Agreement.**

Plaintiff understands and agrees that Plaintiff would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Plaintiff's timely execution of this Agreement and the fulfillment of the promises contained herein.

**4. Disbursal of Settlement Funds/Dismissal of Action.**

(a) The settlement payments described in Paragraph 2(a) will be sent within thirty (30) business days after the latest of the following have occurred:

- (1) Final Court approval of the parties stipulated class action settlement agreement in *Jennifer Wise v. Springs Charter Schools, Inc., A California Corporation; River Springs Charter School, Inc.*, Riverside Superior Court Case No.: RIC2002359;
- (2) counsel for Defendant receives a copy of the Agreement signed by Plaintiff;
- (3) counsel for Defendant receives an executed W-9 Form from Plaintiff;
- (4) counsel for Defendant receives an original letter from Plaintiff in the form attached as Exhibit "A" and signed and dated at least eight (8) days after Plaintiff's execution of this Agreement;
- (5) dismissal of the Lawsuit and all claims with prejudice; and

(6) Plaintiff returns all of Defendant's property, documents, and/or any confidential information in Plaintiff's possession or control.

(b) If the date by which the payment described herein is to be made available to Plaintiff's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(c) Defendant's Counsel shall maintain custody of the original fully-executed Request for Dismissal of the Lawsuit. Defendant's Counsel shall agree not to file the Request for Dismissal until confirmation of Plaintiff's Counsel's receipt of the settlement sums set forth in Section 2 above. Thereafter, Defendant's Counsel shall have the authority to immediately file the Request for Dismissal with the Court. No Party shall claim to be the prevailing party in the Lawsuit.

**5. General Release, Claims Not Released and Related Provisions.**

(a) **General Release of All Claims.**

Plaintiff and Plaintiff's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Plaintiff has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

Title VII of the Civil Rights Act of 1964;  
The Civil Rights Act of 1991;  
Title IX of the Higher Education Act of 1965;  
Sections 1981 through 1988 of Title 42 of the United States Code;  
The Employee Retirement Income Security Act of 1974 ("ERISA");  
The Internal Revenue Code of 1986;  
The Immigration Reform and Control Act;  
The Americans with Disabilities Act of 1990;  
The Worker Adjustment and Retraining Notification Act;  
The Fair Credit Reporting Act;  
The Family and Medical Leave Act;  
The Equal Pay Act;  
The Fair Labor Standards Act;  
The Genetic Information Nondiscrimination Act of 2008;  
The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA");  
Families First Coronavirus Response Act;  
California Family Rights Act – Cal. Gov't Code § 12945.2;  
California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.;  
California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;



Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;

California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;

California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;

California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;

The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;

The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.;

California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;

Those provisions of the California Labor Code that lawfully may be released;

any other federal, state or local law, rule, regulation, or ordinance;

any public policy, contract, tort, or common law; or

any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Plaintiff is not waiving any rights Plaintiff may have to: (i) any and all claims in the Lawsuit that are subject to the separate class settlement agreement Plaintiff has entered into in *Jennifer Wise v. Springs Charter Schools, Inc., A California Corporation; River Springs Charter School, Inc.*, Riverside Superior Court Case No.: RIC2002359; (ii) Plaintiff's own vested or accrued employee benefits under Defendant's qualified retirement benefit plans as of the Separation Date; (iii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iv) pursue claims which by law cannot be waived by signing this Agreement; or (v) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Plaintiff from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with or report unlawful conduct to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

(d) **Waiver of California Civil Code Section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states 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.**

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Releasees, Plaintiff expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

**6. Acknowledgments, Affirmations and Non-Disparagement.**

The following acknowledgments and affirmations by Plaintiff will not take effect unless and until the Court grants final approval to the Joint Stipulation and Settlement Agreement between the Parties in the Lawsuit:

(a) Plaintiff confirms that prior to the execution of this Agreement, Plaintiff has not revealed its terms to any third parties. Plaintiff agrees not to disclose any information regarding the underlying facts leading up, or the existence or substance of this Agreement, except to Plaintiff's spouse, tax advisor, an attorney with whom Plaintiff chooses to consult regarding Plaintiff's consideration of this Agreement, and/or to any federal, state or local government agency. Nothing in this Agreement has the purpose or effect of preventing Plaintiff from making truthful disclosures about alleged unlawful conduct.

(b) Plaintiff agrees that Plaintiff will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Agreement, the contents of this Agreement, including the amount paid in settlement, or of the negotiations leading up to this Agreement, or of the basis for any claims or allegations that were or could have been made against the Releasees which concern and are within the scope of this Agreement to any person, firm, organization, or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Plaintiff unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section 6 create no liability for disclosures made: (i) prior to Plaintiff's execution of this Agreement; (ii) by persons from public information released prior to Plaintiff's execution of this Agreement; (iii) pursuant to the "Governing Law and Interpretation" section below to enforce the terms of this Agreement; or (iv)

as otherwise compelled by operation of law. Plaintiff and Plaintiff's Counsel further acknowledge that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

(c) Plaintiff affirms that Plaintiff has not filed, caused to be filed, or presently is a party to any claim against Defendant, except the Lawsuit, which is being dismissed with prejudice. Nothing in this Agreement or these Affirmations is intended to impair Plaintiff's rights under whistleblower laws or cause Plaintiff to disclose Plaintiff's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(d) Plaintiff also affirms that Plaintiff has reported all hours worked as of the date Plaintiff signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Plaintiff signs this Agreement and Plaintiff has been reimbursed for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's employment. Plaintiff further affirms that Plaintiff has submitted expense reports for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's employment. Plaintiff affirms that Plaintiff has been granted any leave to which Plaintiff was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(e) Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases.

(f) Plaintiff also affirms that Plaintiff has not divulged any proprietary or confidential information of Defendant and will continue to maintain the confidentiality of such information consistent with Defendant's policies and Plaintiff's agreement(s) with Defendant and/or common law. Under the federal Defend Trade Secrets Act of 2016, Plaintiff shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Plaintiff's attorney in relation to a lawsuit against Defendant for retaliation against Plaintiff for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(g) Plaintiff affirms that all of Defendant's decisions regarding Plaintiff's pay and benefits through the date of Employee's execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

(h) Plaintiff and Defendant acknowledge Plaintiff's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

**7. Return of Property.**

Except as provided otherwise in this Agreement or by law, Plaintiff affirms that Plaintiff has returned all of Defendant's property, documents, and/or any confidential information in Plaintiff's possession or control.

Plaintiff also affirms that Plaintiff is in possession of all of Plaintiff's property that Plaintiff had at Defendant's premises and that Defendant is not in possession of any of Plaintiff's property.

**8. Liquidated Damages.**

It is agreed that in the event of a breach by Plaintiff of the limited disclosure provision contained in Paragraph 6(a) above and/or the Return of Property provision in Paragraph 7, it would be impractical or extremely difficult to fix actual damages to Defendant. Therefore, Plaintiff agrees that in the event of such a breach, Plaintiff shall pay to Defendant, as liquidated damages, and not as penalty, the sum of ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00) per breach, which represents reasonable compensation to Defendant for the loss incurred because of such a breach.

**9. Medicare Secondary Payer Rules.**

As a term of this Agreement, the parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Plaintiff affirms that as of the date Plaintiff signs this Agreement, Plaintiff is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Plaintiff under this settlement, Plaintiff agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Plaintiff, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Plaintiff is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

**10. Governing Law and Interpretation.**

This Agreement shall be governed and conformed in accordance with the laws of California without regard to its conflict of laws provision; provided, however, that parol evidence shall not be admissible to alter, vary, or supplement the terms of this Agreement. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. However, the Party instituting such an action must take steps to file this Agreement or any documents setting forth the terms of this Agreement with the court under seal. In an action to enforce any term or terms of this Agreement or to seek damages for breach of this Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified

to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

**11. Nonadmission of Wrongdoing.**

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

**12. Amendment.**

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

**13. Entire Agreement.**

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Defendant and Plaintiff, which shall remain in full force and effect according to their terms. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Agreement, except for those set forth in this Agreement.

**14. Counterparts and Signatures.**

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail will have the same effect as the original signature.

**15. Mutual Negotiation.**

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

**16. No Transfer/Assignment of Claims.**

Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Plaintiff and Plaintiff's Counsel agree that they solely are responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Releasees harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Releasees as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Plaintiff is releasing under this

Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Agreement.

**PLAINTIFF IS ADVISED THAT PLAINTIFF HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. PLAINTIFF ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO PLAINTIFF'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY PLAINTIFF'S COUNSEL THE SPIVAK LAW FIRM, AND SO DOING, ENTERS INTO THIS AGREEMENT.**

**PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.**

**PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST RELEASEES.**

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

Dated: May 31, 2022

**PLAINTIFF JENNIFER WISE**



\_\_\_\_\_  
Jennifer Wise

Dated: June 27, 2022

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



\_\_\_\_\_  
Tanya Rodgers  
Assistant Superintendent of Business

Dated: May 27, 2022

**THE SPIVAK LAW FIRM**



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

Dated: May 27, 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 31**



Case title:  
Case no.:  
Court:  
Judge:  
Page subject:

Jennifer Wise v. Springs Charter Schools, Inc.  
RIC2002359  
Riverside  
The Honorable Craig G. Riemer, Dept. 1  
**Past lost wages**

Termination date: Tuesday, May 7, 2019  
Earnings per month with Springs Charter Schools, Inc.: \$ 3,500.00  
Earnings per paycheck with Springs Charter Schools, Inc.:  
Payroll interval:  
Today: May 25, 2023  
Post termination months: 48.62465753  
Wages that would have been earned to date if employment continued from termination date: \$ 170,186.30

Total past lost wages less wages earned since termination: \$ 170,186.30  
Interest rate 10%  
Interest on lost wages less wages earned since termination: \$ 17,018.63

---

**Total lost wages plus interest: \$ 187,204.93**

# **EXHIBIT 32**



## 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 \*

David

Your Last Name \*

Spivak

Your Email Address \*

emily@spivaklaw.com

Your Street Name, Number and Suite/Apt \*

8605 Santa Monica Bl, PM#

Your Mobile Phone Number

Your City \*

West Hollywood

Your Work Phone Number

Your State \*

California

Your Zip/Postal Code \*

90069

Court and Hearing Information

Court \*

Riverside Historic Courtho

Court Case Number \*

RIC2002359

Hearing Date (if any)

July 3, 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 \*

06/22/2023

Proposed Settlement and Other Documents

Proposed Settlement \*

Choose File 23.06.22 FUL...GREEMENT.pdf

Other Attachment (if any)

Choose File 23.06.23 MX ...UPPL MPA.pdf

Other Attachment (if any)

Choose File 23.06.23 MX ...CL SPIVAK.pdf

[Remove](#)

Other Attachment (if any)

Choose File 23.06.23 MX ...CL HAINES.pdf

[Remove](#)

Other Attachment (if any)

Choose File 23.06.23 MX ...CL BESSER.pdf

[Remove](#)

Other Attachment (if any)

Choose File 23.06.23 MX ...CE CHART.pdf

[Remove](#)

Other Attachment (if any)

Choose File 23.06.23 MX ...ED ORDER.pdf

[Remove](#)

Other Attachment (if any)

Choose File 23.06.23 MX ...ISE - POS.pdf

[Remove](#)

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto: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



SPIVAK LAW

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

Fri, Jun 23, 2023 at 6:13 PM

06/23/2023 06:12:53 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](mailto: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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)