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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(*UNLIMITED JURISDICTION*)

JENNIFER WISE, on behalf of herself and all others similarly situated, and as an ñaggrieved employeeò on behalf of other ñaggrieved employeesò 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 corporation; EMPIRE SPRINGS CHARTER SCHOOL, INC., a California corporation; HARBOR SPRINGS CHARTER SCHOOL, INC., a California corporation; CITRUS SPRINGS CHARTER SCHOOL, INC., a California corporation; VISTA SPRINGS CHARTER SCHOOL, INC., a California corporation; PACIFIC SPRINGS CHARTER SCHOOL, INC., a California corporation and DOES 1-50, inclusive,

Defendants.

Case No. RIC2002359

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

Hearing Date: July 3, 2023
Hearing Time: 8:30 a.m.
Hearing Dept.: 1, The Hon. Craig G. Riemer

Action filed: July 01, 2020
Trial Date: Not set

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JENNIFER WISE, and all others similarly situated

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

I, DAVID SPIVAK, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and am an attorney of record for Plaintiff Jennifer Wise (ñPlaintiffò) in her lawsuit against 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 ñDefendantsò). Plaintiff and Defendants are collectively referred to as the ñParties.ò

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

3. On October 3, 2022, I submitted a declaration to the Court dated September 30, 2022. I made the following representations to the Court in that declaration (presented verbatim in the following sub paragraph):

a. ñTo the best of my knowledge, neither Plaintiff nor I have any conflicts of interest with the absent Settlement Class Members. Plaintiff contends that she is an adequate class representative. Plaintiff and the Class Members have strong and co-extensive interests in this litigation because they all worked for Defendants during the relevant time period, allegedly suffered the same alleged injuries from the same alleged course of conduct, and there is no evidence of any conflict of interest between Plaintiff and the Class Members. Moreover, Plaintiff has demonstrated her commitment to the Settlement Class by, among other things, retaining experienced counsel, providing counsel with documents and extensively speaking with them to assist in identifying the claims asserted in this case, assisting them in identifying witnesses, as well as exposing herself to the risk of attorneysô fees and costs awards against her if this lawsuit had been unsuccessful. Thus, Plaintiff is adequate to serve as settlement class representative.ò

b. ñTo the best of my knowledge, there exists no relationship between the proposed recipient and (1) any class representative or other party, (2) any officer, director, or manager of any party, or (3) any attorney or law firm for any party. I conducted my due diligence

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in determining whether there is any such relationship through having my office verify with Legal Aid at Work and with Defense Counsel, in determining whether any such relationship exists. See also Joan Graff Declaration (ñGraff Decl.ò)ò

4. The representations I make from the earlier declaration above are true and correct even without the qualifier, ñTo the best of my knowledge.ò

5. A true and correct copy of the Courtôs ruling of the Court dated December 14, 2022 is attached as **Exhibit 15** to this declaration.

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

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

8. A true and correct copy of the redline comparison between the Joint Stipulation and Settlement Agreement (with the ñNotice of Proposed Class Action Settlement and Hearing Date for Court Approvalò, ñElection Not to Participate in Settlement Formò, and ñObjection Formò) dated June 27, 2022 and the First Amended Joint Stipulation and Settlement Agreement (with the ñNotice of Proposed Class Action Settlement And Hearing Date For Court Approvalò, ñElection Not to Participate in Settlement Formò, and ñObjection Formò) is attached as **Exhibit 18** to this declaration.

9. The preliminary approval order proposed for the First Amended Joint Stipulation and Settlement Agreement is submitted with this motion under separate cover. It includes as attachments, revised versions of the ñNotice of Proposed Class Action Settlement and Hearing Date For Court Approvalò (sub. Ex. A), ñElection Not to Participate in Settlement Formò (sub. Ex. B), and the ñObjection Formò (sub. Ex. C).

10. A true and correct copy of the redline comparison of the changes made to the original proposed preliminary approval order for the Joint Stipulation and Settlement Agreement dated June 27, 2022 and the proposed preliminary approval order for the First Amended Joint Stipulation and Settlement Agreement is attached as **Exhibit 19** to this declaration.

11. A true and correct copy of the Third Amended Complaint filed January 30, 2023

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(and subsequently ordered filed by the Court) is attached as **Exhibit 20** to this declaration.

12. A true and correct copy of the Courtôs Order Granting the Stipulation to File the Third Amended Complaint dated February 3, 2023 is attached as **Exhibit 21** to this declaration.

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

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

15. The Parties confirm that Defendants will pay their portion of payroll taxes as the Class Membersô current or former employer separate and in addition to the Gross Settlement Amount.

16. When sent to Class Members, the Administrator will include with the ñNotice of Proposed Class Action Settlement and Hearing Date for Court Approvalò (sub. Ex. A), an ñElection Not to Participate in Settlementò Form (sub. Ex. B) and an ñObjection Formò (sub. Ex. B). (Exhibit 3). However, the Notice of Proposed Class Action Settlement and Hearing Date for Court Approval does not require a Class Member to use the ñElection Not to Participate in Settlementò Form to exclude him/herself from the Settlement or the ñObjection Formò to object to the Settlement. The First Amended Settlement does not require class members to send requests for exclusion or objections to the Administrator to seek exclusion or to object, respectively. It only requires them to send them in writing to the Administrator. (Exhibits 17 and 18, sub. Exs. A ÆE9 and 12, B, and C).

17. I estimate that judgment could be realistically recovered at trial as to each claim

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in the following amounts:

Restitution/Wages	
Wage underpayments:	$125,718.52
Liquidated damages:	$125,718.52
Unreimbursed Expenses	$-
Rest periods:	$ 20,779.92
Meal Periods:	$ 20,779.92
Total:	$292,996.87
Penalties	
Wage Statement Penalties:	$6,550.00
Waiting time penalties:	$1,077,605.83
Civil Penalties:	$ 91,200.00
Total:	$1,175,355.83
GRAND TOTAL:	**$1,468,352.71**

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

19. Pursuant to Lab. Code Ä2699(l)(2), Plaintiff Jennifer Wise submitted a copy of the First Amended Joint Stipulation and Settlement Agreement with the Labor and Workforce Development Agency (ñLWDAò) at the same time Plaintiffôs supplemental briefing is being filed with the Court. A true and correct copy of Plaintiffôs submission to the LWDA and a confirmation email is attached as **Exhibit 22.**

20. Plaintiff has reviewed the CMO and has concluded that the responses to the Courtôs ruling of December 14, 2022 referenced comply with the CMO.

21. A true and correct copy of the Courtôs ruling of the Court dated April 18, 2023 is attached as **Exhibit 23** to this declaration.

22. A true and correct copy of the First Amended Joint Stipulation and Settlement Agreement dated June 27, 2022 is attached as **Exhibit 24** to this declaration.

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23. A true and correct copy of the Second Amended Joint Stipulation and Settlement Agreement (the operative Settlement Agreement) dated May 26, 2023 is attached as **Exhibit 25** to this declaration.

24. A true and correct copy of the redline comparison between the First Amended Joint Stipulation and Settlement Agreement dated April 10, 2023 and the Second Amended Joint Stipulation and Settlement Agreement dated May 26, 2023, is attached as **Exhibit 26** to this declaration.

25. The preliminary approval order proposed for the Second Amended Joint Stipulation and Settlement Agreement is submitted with this motion under separate cover. It includes as attachments, revised versions of the ñNotice of Proposed Class Action Settlement and Hearing Date For Court Approvalò (sub. Ex. A), ñElection Not to Participate in Settlement Formò (sub. Ex. B), and the ñObjection Formò (sub. Ex. C).

26. A true and correct copy of the redline comparison of the changes made to the proposed preliminary approval order for the First Amended Joint Stipulation and Settlement Agreement and the proposed preliminary approval order for the Second Amended Joint Stipulation and Settlement Agreement (including the ñNotice of Proposed Class Action Settlement and Hearing Date For Court Approvalò (sub. Ex. A), ñElection Not to Participate in Settlement Formò (sub. Ex. B), and the ñObjection Formò (sub. Ex. C)) is attached as **Exhibit 27** to this declaration.

27. A true and correct copy of the Fourth Amended Complaint filed May 15, 2023 is attached as **Exhibit 28** to this declaration.

28. A true and correct copy of the Courtôs Order Granting the Stipulation to File the Fourth Amended Complaint dated May 12, 2023 is attached as **Exhibit 29** to this declaration.

29. The new proposed order now refers to the settlement agreement as the Second Amended Joint Stipulation and Settlement Agreement (ñSecond Amended Settlement,ò or ñSecond Amended Settlement Agreement.ò) All such references to the settlement agreement have been corrected. The order has also been revised to clarify that the Second Amended Settlement Agreement is attached as Exhibit 25 to the Amended Declaration of David Spivak in Support of

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the Motion for Preliminary Approval, filed on June 23, 2023.

30. The Fourth Amended Complaint states the Class definition as follows: ñall persons who attended one of Defendantsô ópre-employmentô meetings in California at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgement is rendered in this action.ò (See Exhibit 28, Æ20.) Consistent with this, the Second Amended Settlement Agreement defines the ñSettlement Classò as follows: ñThe Settlement Class includes all persons who attended one of Defendantsô ópre-employmentô meetings in California at any time between July 1, 2016 through of preliminary approval.ò (See Exhibit 25, Æ I.OO.) The Proposed Order has also been revised accordingly. (Proposed Order, Æ2.)

31. Defendants informed Plaintiff that only persons who applied for employment and were offered employment attended a pre-employment meeting.

32. Paragraph 5.d of the Proposed Order has been removed. (See Exhibit 27).

33. The words ñEt al.ò have been removed and the symbols ñÄÄò have been replaced by the word ñSectionsò in the Notice. (See Exhibit 27, Sub. Ex. A.)

34. The Class Members will receive an equal share of the Net Settlement Amount, the references to calculations based on workweeks have been removed from page 2 of the Notice. Page 2 of the Notice also clarifies that: ñEach Aggrieved Employee will receive an equal share of the Aggrieved Employees Amount. The value of each Aggrieved Employeeôs Individual PAGA Payment Share ties directly to the one day s/he attended an alleged ópre-employmentô meeting during the PAGA Period.ò (See Exhibit 27, Sub. Ex. A.)

35. The term ñoffsetsò has been removed from the Notice. (See Exhibit 27, Sub. Ex. A.)

36. The reference to a ñcalculationò has been replaced by ñIndividual Settlement Shareò and Individual PAGA Payment Share in part 6 of the Notice. (See Exhibit 27, Sub. Ex. A.)

37. The reference to ñthe enclosed Dispute Formò has been modified to ñthe Objection Formò in part 6 of the Notice. (See Exhibit 27, Sub. Ex. A.)

38. Part 8 of the Notice clarifies the definition of ñReleased Claimsò as ñall claims

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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 from July 1, 2016 through the date of preliminary court approval of the settlement.ò Part 8 of the Notice also add the definition of ñPAGA Released Claimsò as ñall 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.ò (emphasis added). Part 8 of the Notice also clarifies that Class Members ñcannot request exclusion from the PAGA Released Claims.ò (See Exhibit 27, Sub. Ex. A.)

39. Page 8 of the Notice now clarifies that the Second Amended Joint Stipulation and Settlement Agreement filed with the Court on July 3, 2023 is attached as Exhibit 25 to the Declaration of David Spivak. (See Exhibit 27, Sub. Ex. A.)

40. The words ñEt al.ò have been removed from the Exclusion Form. (See Exhibit 27, Sub. Ex. B.)

41. The objection form has been modified to state that if Class Members object to the settlement terms, they are not required to complete the objection form, but it recommends that they ñshould sign and complete this form accurately and in its entirety (or one like it).ò It adds that Class Members ñmay speak to the Court at the final approval hearing whether or not [they] submit a timely objection.ò (See Exhibit 27, Sub. Ex. C.)

42. The words ñEt al.ò have been removed from the Objection Form. (See Exhibit 27, Sub. Ex. C.)

43. When the parties negotiated this Settlement, Defendants presented Plaintiff with a list of all putative class members who participated in the ñpre-employmentò meeting during the period beginning four years before the filing of the lawsuit through the mediation date. Defendants informed Plaintiff that prior to the mediation, Defendants had ended the practice of unpaid ñpre-employment meetings.ò The Settlement Class definition from the Second Amended Settlement clearly treats all persons who participated in the pre-employment meeting during the Class Period the same. This is because Plaintiff contends that all such persons, regardless of

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whether Defendant deemed them hires, were employees when the ñpre-employment meetingsò they attended began.

44. The addresses for prospective employees or applicants are not necessary because Defendants informed Plaintiff that only employees who applied for employment and were offered employment attended a pre-employment meeting.

45. Paragraph III.K.3.f. (previously III.J.3.f) of the Second Amended Agreement has been modified to only require the Settlement Administrator to report ñthe estimated Individual Settlement Sharesò and ñthe estimated Individual PAGA Payment Shares.ò (See Exhibits 25 and 26).

46. Paragraph III.K.4. (previously III.J.4.) of the Second Amended Agreement now clarifies that objections should be made by means of a written objection to the Settlement Administrator by the response deadline. However, it makes clear that the Class Members may speak to the Court about the Settlement at the final approval hearing whether or not they have complied with the objection procedure. (See Exhibits 25 and 26).

47. Paragraph III.K.12 (previously III.J.12.) of the Second Amended Agreement has been modified to reflect that reminders for uncashed checks must be sent within 60 days by the Settlement Administrator. (See Exhibits 25 and 26).

48. A true and correct copy of Plaintiffôs fully executed Individual Settlement Agreement is attached as **Exhibit 30** to this declaration. The Parties settled all claims and disputes Plaintiff, as an individual, may have with respect to Defendant. In exchange for the promises of Plaintiff contained in the Individual Settlement Agreement, Defendant agreed to settle the claims made by Plaintiff by causing one payment to be made to Plaintiff for alleged emotional distress, liquidated and/or non-wage damages by check made payable to ñJennifer Wiseò in the amount of Twenty Thousand Dollars and No Cents ($20,000.00). Plaintiff knowingly and voluntarily released and forever discharged the 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 the Agreement. However, 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

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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.

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

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

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

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

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

DAVID SPIVAK,
Declarant

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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

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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

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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.

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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

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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.

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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.

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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

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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).

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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.

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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

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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 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 Controller's Office – Unclaimed Property Fund; providing updates to Defendants' Counsel and Class Counsel regarding the funding and disbursement of

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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

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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

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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

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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

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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.

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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

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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

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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.

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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

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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

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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.

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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*]

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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

4864-0195-5611, v. 3

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EXHIBIT A

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

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

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

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

Please provide current address (if different) here:
_____
_____
_____
_____

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

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

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

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

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

- Defendants estimated for purposes of mediation that there are 1,176 Class Members for the period of July 21, 2016 through December 31, 2021.

- The settlement resolves a lawsuit entitled *Jennifer Wise v. Springs Charter Schools, Inc., et al.*, Case No. RIC2002359 (the ñActionò) for Defendantsô alleged failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to reimburse for preemployment testing, failure to maintain required payroll records, and other legal consequences that would follow from these failures, including claims under Californiaôs Business & Professions Code and PAGA. This settlement avoids the costs and risks from continuing the Action, pays money to persons like you, and releases Defendants from alleged liability.

- The Court has not made a determination of the validity of the claims in the Action. Defendants deny any and all liability arising from any of the claims and contend that they are not responsible for a failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to reimburse for preemployment testing, failure to timely pay wages, failure to maintain required payroll records, or related wrongs, and fully complied with all applicable laws.

- Each Participating Class Member will receive an equal share of the Net Settlement Amount. The value of each Class Memberôs Individual Settlement Share ties directly to the one day they attended an alleged ñpre-employmentò meeting.

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.

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

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

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

The Court in charge of this case is the Riverside County Superior Court. The person who sued is called ñPlaintiffò and the organizations sued are called ñDefendants.ò

2. What is the Action about?

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

3. Why is there a settlement?

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Plaintiff won at trial. Defendants believe the Plaintiff would not prevail if this case went to trial. The Court has not decided in favor of the Plaintiff or Defendants. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, yet Class Members are still entitled to receive payments if they comply with the instructions in this Class Notice. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. Plaintiff has also, in addition to this Class Action settlement, reached her own individual settlement regarding claims or retaliation for exercising her right to express breastmilk in the workplace, pursuant to Labor Code ÄÄ1030, 1031 and 1034. The Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the Class Members.

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

4. What is a class action settlement?

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

5. What should I do?

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

6. How much will my payment be?

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

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

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

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

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

7. When would I get my payment?

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

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

8. What am I releasing?

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

> As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim in any forum against any of the Released Parties for any of the Released Claims.
>
> Class members who do not opt out of the settlement will release all claims under state, federal, and local law arising out of 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 ñReleased Claimsò). This includes but is not limited to: failure to pay straight and

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

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

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

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

9. How can I opt out of this settlement?

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

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

10. Do I have a lawyer in this case?

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

11. How will the lawyers be paid?

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

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

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

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

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

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

14. Do I have to come to the hearing?

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

15. May I speak at the hearing?

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

16. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

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

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

You can also access the Riverside County Superior Courtôs Online Services at https://www._____, or by visiting the Clerkôs 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.

EXHIBIT 17

FIRST AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is between Jennifer Wise (ñPlaintiffò), 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 ñDefendantsò). Plaintiff and Defendants collectively are referred to in this Agreement as the ñParties.ò

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 ñFirst Amended Joint Stipulation and Settlement Agreement.ò

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 Membersô 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 attorneysô 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 Membersô 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 attorneysô 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 Membersô 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 employeeôs tax liability for the share.

V. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code ÄÄ2698 *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 Courtôs order preliminarily approving the proposed Settlement.

AA. **Qualified Settlement Fund or QSF**: The Parties agree that the GSA is intended to be a ñQualified Settlement Fundò or ñQSFò under Section 468B of the Code and Treasury Regulations Ä1.4168B-1, 26 C.F.R. Ä1.468B-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. Ä 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 Defendantsô 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 Defendantsô ñpre-employmentò 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 Californiaôs Business & Professions Code ÄÄ17200, 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 (ñPAGAò) 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 Plaintiffôs personnel file and payroll records, Defendantsô 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 ñpre-employment meeting,ò 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 armôs-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 Defendantsô 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 Defendantsô 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 Memberôs Individual Settlement Share ties directly to the one day they attended an alleged ñpre-employmentò meeting.

2. **Tax Withholdings.** Each putative class memberôs 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 employeeôs 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 employeesô wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be taken from each Class Memberôs 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 Courtôs 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 Membersô portion of normal payroll withholding taxes out of each personôs Individual Settlement Share. To the Responsible Tax Authorities. Defendants will pay their portion of payroll taxes as the Class Membersô current or former employer separate and in addition to the GSA (including the employerôs 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 Membersôand Defendantsôportion 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 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 Memberôs Individual Settlement Share; providing weekly status reports to Defendantsô Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing Defendantsô 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 Defendantsô 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 Partiesô current employees pending the Courtôs 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 Plaintiffôs motion for preliminary approval.

b. Plaintiff will circulate to Defendantsô Counsel a draft motion for preliminary approval and order thereon prior to filing them with the Court. Upon receiving and incorporating input from the DefendantsôCounsel, Plaintiffôs 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. Plaintiffôs 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 (ñDLSEò), 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 Courtôs determination on these amounts shall be final and binding, and that the Courtôs 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 Plaintiffôs or Class Counselôs 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 ñDatabaseò). 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 Defendantsô 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 Membersô 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 Defendantsô 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 personôs full name, address, and telephone number; (b) the words ñNotice of Objectionò or ñFormal Objection;ò (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 objectorôs 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 Memberôs name, address, telephone number, and social security number or employee identification number; (b) state the Class Memberôs 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 Memberôs 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 Plaintiffôs 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 Courtôs 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 Administratorôs 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 courtôs 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 Courtôs 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 attorneysô liens related to this Action or the Maximum Settlement Amount. The Settlement Administrator shall keep Defendantsô 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, Defendantsô 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 attorneysô 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) Defendantsô portion of payroll taxes as the Settlement Class Membersô 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 Defendantsô 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. Plaintiffôs 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 Plaintiffôs individual claims. This release also excludes Plaintiffôs 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 Plaintiffôs and Defendantsô 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 Plaintiffôs or Participating Class Membersô 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 ñcompensationò 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 ñhave been resolved by the parties.ò 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 Defendantsô 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

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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

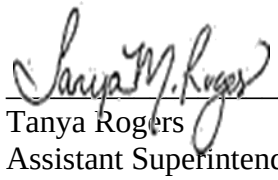
Dated: April 10, 2023

DEFENDANT HARBOR SPRINGS CHARTER SCHOOL, INC.

_____
Tanya Rogers
Assistant Superintendent of Business

Dated: April 10, 2023

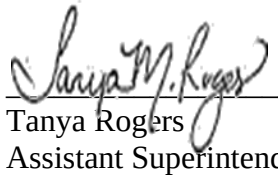
DEFENDANT CITRUS SPRINGS CHARTER SCHOOL, INC.



Tanya Rogers
Assistant Superintendent of Business

Dated: April 10, 2023

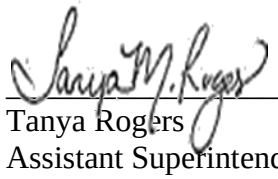
DEFENDANT VISTA SPRINGS CHARTER SCHOOL, INC.



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 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

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Dated: _____, 2023

DEFENDANT CITRUS SPRINGS CHARTER SCHOOL, INC.

_____
Tanya Rogers
Assistant Superintendent of Business

Dated: _____, 2023

DEFENDANT VISTA SPRINGS CHARTER SCHOOL, INC.

_____
Tanya Rogers
Assistant Superintendent of Business

Dated: _____, 2023

DEFENDANT PACIFIC SPRINGS CHARTER SCHOOL, INC.

_____
Tanya Rogers
Assistant Superintendent of Business

=

Dated: _____, 2023

THE SPIVAK LAW FIRM

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

Dated: April 10, 2023

UNITED EMPLOYEES LAW GROUP

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

Dated: April 10, 2023

JACKSON LEWIS, PC

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

EXHIBIT 18

FIRST AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT

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

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 ñFirst Amended Joint Stipulation and Settlement Agreement.ò

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

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

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

~~**L.**~~ **Defendants**: Springs Charter Schools, Inc., River Springs Charter School, Inc~~. and Springs Charter School, Inc.~~

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

M. OMITTED

N. **Disbursement of the Settlement:** The date on which the Settlement Administrator shall disburse the Gross Settlement Amount as indicated herein. Under the terms of this Settlement Agreement, within ten (10) business days after receipt of the Settlement funds from Defendants, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneysô 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 Membersô 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 attorneysô 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 Membersô 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 employeeôs tax liability for the share.

V. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code ÄÄ2698 *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 Courtôs order preliminarily approving the proposed Settlement.

AA. **Qualified Settlement Fund or QSF**: The Parties agree that the GSA is intended to be a ñQualified Settlement Fundò or ñQSFò under Section 468B of the Code and Treasury Regulations Ä1.4168B-1, 26 C.F.R. Ä1.468B-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. Ä 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

BB. **Released Claims**: Putative class members who do not opt out of the settlement will release all claims ~~under state, federal, and local law arising out of~~ stated in or ~~related to~~based upon the ~~allegations made~~facts alleged in the Complaint, the First Amended Complaint, ~~and~~ the Second Amended Complaint, and ~~all other claims that could have been pleaded based on the facts asserted in the Action (the ñReleased Claimsò). This includes but is not limited to: failure to pay straight and regular wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest periods; failure to pay wages due at termination; failure to provide itemized wage statements; failure to pay employees twice a month; violation of Business and Professions Code section 17200, et seq.; PAGA claims for civil penalties due to the alleged Labor Code violations and by Defendants during the Class Period including California Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197,~~

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

CC. ~~**Released Parties**: Defendants, any of Defendantsô successors, present and former parents, subsidiaries and affiliated companies or entities, which consist of DefendantsôAffiliated 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 Defendantsô counsel of record in the Action. Empire Springs Charter School, Inc; Harbor Springs Charter School, Inc.; Citrus Springs Charter School, Inc.; Vista Springs Charter School, Inc.;~~**Released Parties**: Defendants and any of Defendantsô respective officers, directors, employees, and agents.

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

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

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

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

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

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

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

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

II. RECITALS

A. The Action was filed by Plaintiff Jennifer Wise in the Riverside County Superior Court on July 1, 2020. The Complaint alleged causes of action on behalf of Plaintiff and the putative class members for violations of the California Labor Code for failure to pay minimum and overtime wages, failure to provide accurate itemized wage statements, and failure to pay for all wages owed at the time of termination, and a cause of action pursuant to Californiaôs Business & Professions Code ÄÄ17200, 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 (ñPAGAò) 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 Plaintiffôs personnel file and payroll records, Defendantsô 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 ñpre-employment meeting,ò 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 armôs-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 Defendantsô 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 Defendantsô efforts to use this Agreement to prove that Plaintiff and Settlement Class Members have resolved and are forever barred from re-litigating the Released Claims. Final

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

III. SETTLEMENT TERMS AND CONDITIONS

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

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

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

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

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

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

1. Calculation.

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

2. **Tax Withholdings.** Each putative class memberôs 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 employeeôs 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 employeesô wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be taken from each Class Memberôs 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 Courtôs 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 Membersô portion of normal payroll withholding taxes out of each personôs Individual Settlement Share. ~~Out of each Individual Settlement Share,~~To the ~~Settlement Administrator shall also~~Responsible Tax Authorities. Defendants will pay ~~the Defendantsô~~their portion of payroll taxes as the Class Membersô current or former employer separate and in addition to the GSA (including the employerôs 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 Membersô and Defendantsô portion of payroll withholding taxes and forward those amounts to ~~the appropriate taxing authorities.~~Defendants for payment.

4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed $10,000. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

5. **To the LWDA.** The Settlement Administrator will allocate Four Thousand Dollars and Zero Cents ($4,000.00) of the Gross Settlement Amount to satisfy the PAGA penalties claim as alleged in the First Amended Complaint. Seventy-five percent (75% or $3,000.00) of the PAGA Payment shall be paid to the LWDA, and twenty-five percent (25% or $1,000.00) of the PAGA Payment shall be part of the Net Settlement Amount distributed to Participating Class Members.

6. **To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.

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

I. Duties of the Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice to the Settlement Class Members; keeping track of any objections or requests for exclusion from Settlement Class Members; performing skip traces and 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 Memberôs Individual Settlement Share; providing weekly status reports to Defendantsô Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing Defendantsô 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 ~~Controllerôs Office ï Unclaimed Property Fund~~Legal Aid at Work; providing updates to Defendantsô 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 Partiesô current employees pending the Courtôs 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 Plaintiffôs motion for preliminary approval.

b. Plaintiff will circulate to Defendantsô Counsel a draft motion for preliminary approval and order thereon prior to filing them with the Court. Upon receiving and incorporating input from the DefendantsôCounsel, Plaintiffôs 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. Plaintiffôs 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 (ñDLSEò), 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 Courtôs determination on these amounts shall be final and binding, and that the Courtôs 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 Plaintiffôs or Class Counselôs 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 ñDatabaseò). 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 Defendantsô 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 Membersô 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 Defendantsô 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 personôs full name, address, and telephone number; (b) the words ñNotice of Objectionò or ñFormal Objection;ò (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 objectorôs 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 Memberôs name, address, telephone number, and social security number or employee identification number; (b) state the Class Memberôs 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 Memberôs 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 Plaintiffôs 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 Courtôs 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 Administratorôs 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 courtôs 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 Courtôs 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 attorneysô liens related to this Action or the Maximum Settlement Amount. The Settlement Administrator shall keep Defendantsô 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, Defendantsô 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 attorneysô 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) Defendantsô portion of payroll taxes as the Settlement Class Membersô 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 Defendantsô 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. Plaintiffôs 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 Plaintiffôs individual claims. This release also excludes Plaintiffôs 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 Plaintiffôs and Defendantsô 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 Plaintiffôs or Participating Class Membersô 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 ñcompensationò 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 ñhave been resolved by the parties.ò 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 Defendantsô Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

6. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

7. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Superior Court.

8. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

9. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

10. **No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

11. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

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

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

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

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

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

[*Signatures on Next Page*]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

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

_____
Jennifer Wise

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

_____
Tanya ~~Rodgers~~Rogers
Assistant Superintendent of Business

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

_____
Tanya Rogers
Chief Financial Officer

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

_____
Tanya Rogers
Assistant Superintendent of Business

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

_____
Tanya Rogers
Assistant Superintendent of Business

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

_____
Tanya Rogers
Assistant Superintendent of Business

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

_____
Tanya Rogers
Assistant Superintendent of Business

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

_____
Tanya Rogers
Assistant Superintendent of Business

=

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

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

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

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

Dated: _____, ~~2022~~2023 **JACKSON LEWIS, PC**

_____

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

~~4864-0195-5611, v. 3~~

EXHIBIT A

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

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

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

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

Please provide current address (if different) here:
_____
_____
_____
_____

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

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

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

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

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

- Defendants will pay their portion of payroll taxes as the Class Membersô current or former employer separate and in addition to the GSA (including the employerôs 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 Membersô and Defendantsô portion of payroll withholding taxes and forward those amounts to Defendants for payment.

- Defendants estimated for purposes of mediation that there are 1,176 Class Members for the period of July 21, 2016 through December 31, 2021.

- The settlement resolves a lawsuit entitled *Jennifer Wise v. Springs Charter Schools, Inc., et al.*, Case No. RIC2002359 (the ñActionò) for Defendantsô alleged failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to reimburse for preemployment testing, failure to maintain required payroll records, and other legal consequences that would follow from these failures, including claims under Californiaôs Business & Professions Code and PAGA. This settlement avoids the costs and risks from continuing the Action, pays money to persons like you, and releases Defendants from alleged liability.

- The Court has not made a determination of the validity of the claims in the Action. Defendants deny any and all liability arising from any of the claims and contend that they are not responsible for a failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to reimburse for preemployment testing, failure to timely pay wages, failure to maintain required payroll records, or related wrongs, and fully complied with all applicable laws.

- Each Participating Class Member will receive an equal share of the Net Settlement Amount. The value of each Class Memberôs Individual Settlement Share ties directly to the one day they attended an alleged ñpre-employmentò meeting.

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

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

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

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

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

The Court in charge of this case is the Riverside County Superior Court. The person who sued is called ñPlaintiffò and the organizations -sued are called ñDefendants.ò

2. What is the Action about?

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

3. Why is there a settlement?

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Plaintiff won at trial. Defendants believe the Plaintiff would not prevail if this case went to trial. The Court has not decided in favor of the Plaintiff or Defendants. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, yet Class Members are still entitled to receive payments if they comply with the instructions in this Class Notice. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. Plaintiff has also, in addition to this Class Action settlement, reached her own individual settlement regarding claims ~~or~~of retaliation for exercising her right to express breastmilk in the workplace, pursuant to Labor Code ÄÄ1030, 1031 and 1034. The Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the Class Members.

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

4. What is a class action settlement?

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

5. What should I do?

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

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

6. How much will my payment be?

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

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

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

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

7. When would I get my payment?

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

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

8. What am I releasing?

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

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

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

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

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

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

9. How can I opt out of this settlement?

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

10. Do I have a lawyer in this case?

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

11. How will the lawyers be paid?

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

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

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

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

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

The Court will hold a fairness hearing on <<final approval hearing date>> at <<final approval hearing time>> in Department ~~6~~1 at the Riverside County Superior Court, Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 (The Honorable ~~Sunshine Sykes~~Craig Riemer presiding). At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections that were properly made, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

14. Do I have to come to the hearing?

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

15. May I speak at the hearing?

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

16. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

You can find the following documents at www._____**[administrator website]**.com:

a. The First Amended Joint Stipulation and Settlement Agreement filed with the Court on April 10, 2023.

b. The Courtôs Order Preliminarily Approving the First Amended Joint Stipulation and Settlement Agreement submitted with the Court on April 10, 2023.

c. Notice of Proposed Class Action Settlement and Hearing Date for Court Approval filed with the Court on April 10, 2023.

d. The Election Not to Participate in Settlement form filed with the Court on April 10, 2023.

e. The Objection form filed with the Court on April 10, 2023.

f. The Motion for Preliminary Approval of the Joint Stipulation and Settlement Agreement filed with the Court on October 3, 2022.

g. The Declaration of David Spivak in support of the Motion for Preliminary Approval of the Joint Stipulation and Settlement Agreement filed with the Court on October 3, 2022.

h. The Declaration of Walter Haines in support of the Motion for Preliminary Approval of the Joint Stipulation and Settlement Agreement filed with the Court on October 3, 2022.

i. The Declaration of Lara Besser in support of the Motion for Preliminary Approval of the Joint Stipulation and Settlement Agreement filed with the Court on October 3, 2022.

j. The Declaration of Michael Moore on Behalf of Administrator with Respect to Qualifications of Class Administration filed with the Court on October 3, 2022.

k. The Declaration of Joan Graff (Legal Aid at Work) filed with the Court on October 3, 2022.

l. The Supplemental Briefing in support of the Motion for Preliminary Approval of the First Amended Joint Stipulation and Settlement Agreement filed with the Court on April 10, 2023.

m. The Supplemental Declaration of David Spivak in support of the Supplemental Briefing for the Motion for Preliminary Approval of the First Amended Joint Stipulation and Settlement Agreement filed with the Court on April 10, 2023.

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

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

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

You can also access the Riverside County Superior Courtôs Online Services at https://www._____, or by visiting the Clerkôs 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.

EXHIBIT B

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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 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.

_____
(Typed or Printed Name)

_____
(Address)

_____
(City, State, Zip Code)

_____
(Telephone Number, Including Area Code)

_____
(Identification Number)

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

Dated: _____. _____
(Signature)

EXHIBIT C

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OBJECTION FORM

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

Please verify and/or complete any missing identifying information:

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

CORRECT NAME AND ADDRESS HERE:
_____
_____
_____
_____
Telephone Number: (__ __ __) __ __ __ - __ __ __ __

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

CORRECT NAME AND ADDRESS HERE:
_____
_____
_____
_____
Telephone Number: (__ __ __) __ __ __ - __ __ __ __

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____
_____
_____
_____
_____

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

_____
_____
_____
_____
_____
_____
_____
_____

Executed on _____, 2022 2023

_____
(Signature)

<<Name>>
(Printed Name)

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

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

4883-208

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EXHIBIT 19

DAVID G. SPIVAK (SBN 179684)
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MAYA CHEAITANI (SBN 335777)
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Attorneys for Plaintiff(s),
JENNIFER WISE, and all others similarly situated
(Additional attorneys for parties on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(*UNLIMITED JURISDICTION*)

JENNIFER WISE, on behalf of herself and all others similarly situated, and as an ñaggrieved employeeò on behalf of other ñaggrieved employeesò under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

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

Case No. RIC2002359

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

Hearing Date: December 14, 2022
Hearing Time: 8:30 a.m.
Reservation ID: 590106029795
Hearing Dept.: 1, The Honorable Craig Riemer

Case No. RIC2002359

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

~~*Defendant(s).*~~*Defendants.*

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

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

~~ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)~~

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~~walter@uelglaw.com~~
~~UNITED EMPLOYEES LAW GROUP~~
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~~Los Alamitos, CA 90720~~
~~Telephone: (562) 256-1047~~
~~Facsimile: (562) 256-1006~~

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

~~ATTORNEYS FOR DEFENDANT~~

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

~~Attorney for Defendants,~~

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

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

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

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

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

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

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

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

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

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

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

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

b. **Mailing of Class Notice.** ~~By _____,~~By approximately fifteen (15) days after ~~receiving the Class Membersô Data~~issuance of this order, or as soon thereafter as it can do so, the Settlement Administrator will mail the Class Notice (Exhibit A), the Opt-Out Form (Exhibit B), and the Objection Form (Exhibit C) to all identified Class Members via first-class U.S. mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

c. **Returned Class Notice.** If a Class Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than three (3) business days from receipt of the returned Class Notice, search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the Class Membersô

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

d. **Reminder Notice.** Not later than thirty (30) days of mailing the notice, the claims administrator will be required to send a reminder notice to every class member from whom no claim or exclusion request is received.

e. **Declaration of Settlement Administrator.** Not later than ~~ten (10) calendar~~seven (7) days ~~prior to~~after the ~~Final Approval Hearing~~Response Deadline, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

f. **Requests for Exclusion from Settlement; and Objections to Settlement~~.~~**

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

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

~~///~~

~~///~~

~~///~~

~~///~~

~~///~~

To Class Counsel:	*To Defense Counsel*:
David G. Spivak, Esq. The Spivak Law Firm 8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069	Adrienne L. Conrad, Esq. Lara P. Besser, Esq. Jaclyn M. Reinhart, Esq. Jackson Lewis P.C. ~~Ms. Adrienne L. Conrad Esq.~~ 225 Broadway ~~Suite 2000~~ Ste 1800 San Diego, CA 92101-5050

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

To Class Counsel:	*To Defense Counsel*:
David G. Spivak, Esq. The Spivak Law Firm	Adrienne L. Conrad, Esq. Lara P. Besser, Esq.

8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069

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

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

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

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

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

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

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

~~7.~~8. The Court approves, for settlement purposes only, David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

~~8.~~9. The Court approves, for settlement purposes only, Jennifer Wise as the Class Representative.

~~9.~~10. The Court approves Phoenix Settlement Administrators as the Settlement Administrator.

~~10. The Court preliminarily approves Class Counselôs request for attorneysô fees and costs subject to final review by the Court.~~

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

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

~~13.~~12. A Final Approval Hearing shall be held on _____ at _____**.m.** in Department 1 of the Superior Court for the State of California, County of Riverside, located at

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

~~14.~~13. If for any reason the Court does not execute and file a final approval order and judgment, or if the Effective Final Settlement Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

~~15.~~14. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

IT IS SO ORDERED.

~~DATED: _____~~

DATE

_____

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

EXHIBIT 20

Electronically FILED by Superior Court of California, County of Riverside on 02/06/2023 10:14 AM
Case Number RIC2002359 0000048035329 - Marita C. Ford, Interim Executive Officer/Clerk of the Court By Dawn Rosenbloom, Clerk

DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
MAYA CHEAITANI (SBN 335777)
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Attorneys for Plaintiff,
JENNIFER WISE, and all others similarly situated
(Additional counsel for Plaintiff on the following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(UNLIMITED JURISDICTION)

JENNIFER WISE, on behalf of herself and all others similarly situated, and as an ñaggrieved employeeò on behalf of other ñaggrieved employeesò 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 corporation; EMPIRE SPRINGS CHARTER SCHOOL, INC., a California corporation; HARBOR SPRINGS CHARTER SCHOOL, INC., a California corporation; CITRUS SPRINGS CHARTER SCHOOL, INC., a California corporation; VISTA SPRINGS CHARTER SCHOOL, INC., a California corporation; PACIFIC SPRINGS CHARTER SCHOOL, INC., a California corporation and DOES 1-50, inclusive,

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 ÄÄ510, 1194, 1197, and 1198);
2. Failure to authorize and permit rest breaks (Lab. Code ÄÄ226.7 and 1198);
3. Failure to provide meal periods (Lab. Code ÄÄ226.7, 512, and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code Ä226);
5. Waiting Time Penalties (Lab. Code ÄÄ 201-203);
6. Unfair Competition (Bus. & Prof. Code ÄÄ17200, *et seq.*); and
7. Civil Penalties (Lab. Code ÄÄ 2698, *et seq.*)

JURY TRIAL DEMANDED

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

INTRODUCTION

1. Plaintiff brings this class and representative action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter ñthe Wage Orderò) and the Business and Professions Code against defendants SPRINGS CHARTER SCHOOLS, INC., a California corporation; RIVER SPRINGS CHARTER SCHOOL, INC., a California corporation; EMPIRE SPRINGS CHARTER SCHOOL, INC., a California corporation; HARBOR SPRINGS CHARTER SCHOOL, INC., a California corporation; CITRUS SPRINGS CHARTER SCHOOL, INC., a California corporation; VISTA SPRINGS CHARTER SCHOOL, INC., a California corporation; PACIFIC SPRINGS CHARTER SCHOOL, INC., a California corporation; and DOES 1 through 50, inclusive (collectively ñDefendantsò).

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

JURISDICTION AND VENUE

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

4. 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.

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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 Ä395(a) and Ä395.5 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 ñemployeeò within the meaning of Title 8 California Code of Regulations Section 11160 and an ñaggrieved employeeò 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 Plaintiffôs information and belief.

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

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

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

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

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

14. Defendant PACIFIC SPRINGS CHARTER SCHOOL, INC. is a corporation organized and existing under the laws of California based on Plaintiffôs 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

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

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

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

CLASS ALLEGATIONS

19. This action has been brought and may be maintained as a class action pursuant to California Code of Civil Procedure Ä382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable class defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

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

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

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.

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

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

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

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

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

E. Whether Defendants failed to timely pay final wages upon termination of the Class Membersô employment;

F. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code ÄÄ17200, *et seq.*, with respect to the Class;

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

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

I. Are the Class Members entitled to attorneysô fees?

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

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

26. **Adequacy of Class Counsel:** Plaintiffôs counsel are adequate class counsel in 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

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

STATEMENT OF FACTS

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

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

30. At relevant times within the applicable limitations period, Defendants required Plaintiff and the Class Members to perform work while clocked out. At the inception of Plaintiffôs and the Class Membersô employment, Defendants required them to complete various onboarding tasks, such as obtaining background checks and tuberculosis tests, and completing various paperwork, such as IRS Forms I-9 and W-4, worksite and school tours, outside of their scheduled working hours. Defendants also required Plaintiff and the Class Members to attend a new-hire orientation while clocked out from work. Defendants failed to compensate Plaintiff and the Class for this work performed off-the-clock. Though these activities exceeded five hours in a day, 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

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Memberôs 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 Ä226.

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

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED

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

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

34. At all relevant times, Plaintiff and the Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code ÄÄ510, 1194, 1197, 1198, and the Wage Order.

35. Section 2 of the Wage Order defines ñhours workedò as ñthe 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.ò

36. 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 Ì) times such employeeôs regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a dayôs 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 Ì) times the employeeôs regular rate of

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> 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 employeeôs 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 employeeôs regular hourly salary as one-fortieth (1/40) of the employeeôs 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 Ä 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 Ä 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 Ä 1198 makes it unlawful for an employer to employ an

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employee under conditions that violate the Wage Order.

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

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

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

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

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

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

48. Pursuant to California Labor Code Ä1194, Plaintiff, on behalf of herself and Class Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of unpaid wages, interest thereon, and awards of reasonable costs and attorneysô fees, including interest thereon, as permitted by law, all in amounts subject to proof.

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SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff and the Class against all Defendants)

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

50. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code ÄÄ226.7, 1198, and the Wage Order.

51. Labor Code Ä1198 states,

> ñThe maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.ò

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

> Rest Periods:
>
> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
>
> (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employeeôs regular rate of compensation for each work day that the rest period is not provided.

53. ñ[I]n the context of an eight-hour shift, ó[a]s a general matter,ô one rest break 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

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b. An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

c. If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

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

56. Defendants failed to provide Plaintiff with all required rest breaks in accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the Class Members with all rest breaks required by California law. Defendants failed to pay Plaintiff the additional wages required by California Labor Code Ä226.7 for all rest breaks 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 providing the Class Members with additional wages for all rest breaks not provided to them as required by California Labor Code Ä226.7. As a result of Defendantsô unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all rest breaks not provided to them. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more rest breaks were not provided to them pursuant to California Labor Code Ä226.7.

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THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class against all Defendants)

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

58. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code ÄÄ226.7, 512 and 1198, and the Wage Order.

59. Labor Code Ä1198 states,

> ñThe maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.ò

60. In relevant part, Labor Code Section 512 states

> ñAn employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 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 waived by mutual consent of the employer and the employee only if the first meal period was not waived.ò

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

> Meal Periods:
>
> (A) No employer shall employ any person for a work period of 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 dayôs 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

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> 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 ñon dutyò meal period and counted as time worked. An ñon dutyò 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 ôs regular rate of compensation for each workday that the meal period is not provided.

62. Pursuant to California Labor Code Ä512 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 Ä512, 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 Ä 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 Ä 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 Ä226.7 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

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providing the Class Members with additional wages for all meal periods not provided to them as required by California Labor Code Ä226.7.

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

66. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more meal periods were not provided to them pursuant to California Labor Code Ä226.7.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(By Plaintiff and the Class against all Defendants)

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

68. Pursuant to California Labor Code Ä226(a), Plaintiff and the Class Members were entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized statement showing, among other items, 1) gross wages earned; 2) total hours worked, 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) net wages earned; and 4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

69. Pursuant to California Labor Code Ä 226(e), an employee is deemed to suffer injury if the employer fails to provide a wage statement. Additionally, an employee is deemed to suffer injury if the employer fails to provide accurate and complete information as required by California Labor Code Ä226(a) and the employee cannot ñpromptly and easily determineò from the wage statement alone one or more of the following:

A. The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to California Labor Code Ä226(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

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

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

70. ñPromptly and easily determine,ò as stated in California Labor Code Ä226(e), means a reasonable person would be able to readily ascertain the information without reference to other documents or information.

71. As alleged herein, Defendants failed to provide Plaintiff and the Class Members all wages owed, including but not limited to, all regular and overtime wages owed at the correct rates. As a result, Defendants have failed to properly and accurately itemize each employeeôs gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked by employees, and other requirements of California Labor Code Ä226. As a result, Defendants have violated California Labor Code Ä226.

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

73. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff and the Class have suffered injury. Their legal rights to receive accurate wage statements were violated and they were misled about the amount of wages they had actually earned and were owed. In addition, the absence of accurate information on their wage statements prevented immediate challenges to Defendantsô unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records and/or has led to the submission of inaccurate information about wages to state and federal government agencies. Further, Plaintiff and the Class Members were not able to ascertain from the wage statements whether Defendants complied with their obligations under California Labor Code Ä226(a).

74. Pursuant to California Labor Code Ä226(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 Ä226(a) occurred and one hundred dollars

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($100.00) for each violation of California Labor Code Ä226(a) in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000.00) per Class Member, and are also entitled to an award of costs and reasonable attorneysô fees.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Lab. Code §§ 201-203)

(By Plaintiff and the Class against all Defendants)

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

76. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code ÄÄ201-203 and the Wage Order.

77. California Labor Code Ä201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

78. California Labor Code Ä202 provides that all earned and unpaid wages of an employee who quits after providing at least 72-hours notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least 72-hours notice before quitting are due and payable within 72 hours.

79. By failing to pay earned regular and overtime wages to Plaintiff and the Class Members at the correct rates, Defendants failed to timely pay them all earned and unpaid wages in violation of California Labor Code Ä201 or Ä202.

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

81. California Labor Code Ä203 provides that the wages of an employee continue on a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and unpaid wages to the employee in accordance with California Labor Code Ä201 or Ä202.

82. Plaintiff is informed and believes that Defendantsô 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

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had the ability to comply with those legal requirements.

83. Pursuant to California Labor Code Ä203, Plaintiff seeks waiting time penalties on behalf of herself and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

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

(By Plaintiff and the Class against all Defendants)

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

85. At all relevant times, Plaintiff and the Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of the Business and Professions Code ÄÄ17200, et seq.

86. The unlawful conduct of Defendants alleged herein amounts to and constitutes unfair competition within the meaning of California Business & Professions Code ÄÄ17200, et seq. Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to, among other things, pay their employees all earned wages for all regular and overtime hours worked.

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

88. Pursuant to California Business & Professions Code Ä17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that 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 attorneysô fees in connection with their unfair competition claims pursuant to California Code of Civil Procedure Ä1021.5, the

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substantial benefit doctrine and/or the common fund doctrine.

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

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES

(By Plaintiff and the Class against all Defendants)

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

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

93. Labor Code Ä204 states

> (a) All wages, other than those mentioned in Section 201, 201.3, 201.4, or 204.2, 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 26th day of the month during which the labor was performed, and labor performed between the 16th and last day, inclusive, of any calendar month, shall be paid between the 1st and 10th day of the following month. . . .
>
> (b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.
>
> (2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if 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.

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(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 ÄÄ 201, 202, 203, 204, 226, 510, 1174, 1194, 1197, and 1198.

96. California Labor Code ÄÄ2699(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 Ä2699.3.

97. Pursuant to California Labor Code ÄÄ2699(a) and (f), Plaintiff and the Class are entitled to recover civil penalties for each of Defendantsô violations of California Labor Code ÄÄ 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 Ä 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 Ä210).

B. For violations of California Labor Code Ä226(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 Ä226.3).

C. For violations of California Labor Code Ä510 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 Ä558).

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

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1801 Century Park East
25th Fl
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($500.00) for each aggrieved employee for each violation (penalty amounts established by California Labor Code Ä1174.5).

E. For violations of California Labor Code Ä 1197, one hundred dollars ($100.00) for each aggrieved employee per pay period for each initial and intentional violation and two hundred fifty dollars ($250.00) for each aggrieved employee per pay period for each subsequent violation (regardless of whether the initial violations were intentionally committed) (penalty amounts established by California Labor Code Ä1197.1).

F. For violations of California Labor Code ÄÄ201, 202, 203, 1194, and 1198, one hundred dollars ($100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars ($200.00) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by California Labor Code Ä2699(f)(2)).

98. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code Ä2699.3. By letters dated April 29, 2020 and May 6, 2020, Plaintiff gave written notice online with the Labor and Workforce Development Agency (ñLWDAò) and gave written notice by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories in support of the alleged violations. Plaintiff accompanied her LWDA notices with fees in the amount of $75.00. True and correct copies of Plaintiffôs written notice to the LWDA dated April 29, 2020 and May 6, 2020 are collectively attached hereto as **Exhibit A**. The LWDA has not responded to Plaintiffôs letters.

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

PRAYER FOR RELIEF

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

A. An order that the action be certified as a class action;

B. An order that Plaintiff be appointed class representative;

C. An order that counsel for Plaintiff be appointed class counsel;

D. Unpaid wages;

E. Actual damages;

F. Statutory damages;

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

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Doc ID: dbed2c3c1f4aec46c309784381966e6788139811

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

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

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis[.]" § 1. "Public Housekeeping Industry" means any industry, business, or establishment which provides meals, housing , or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to, the following:

> (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in additional [*sic*] to educational facilities.

§ 2(P). At all relevant times during the applicable limitations period, Wise was employed by Springs Charter as a human resources generalist at an independent charter school. Accordingly, Wise and the Aggrieved Employees are entitled to the protections provided under the Wage Order.

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Conclusion

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

Sincerely,



David Spivak, Esq.
david@spivaklaw.com
cc: Jennifer Wise
Walter Haines, Esq.

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

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

Doc ID: ffb4a6e9fa04b3e81625cb35a9d965203fdeee10

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"

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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, supervisorial, . . . , clerical, office work, and mechanical occupations" including "teachers." *Id.* § 2 (O).

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

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

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

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

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

In relevant part, California Labor Code § 1194 states,

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

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

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

> hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
>
> (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.
>
> (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

In relevant part, California Labor Code § 510 states,

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

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

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

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

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

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

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

1. $50 for each Aggrieved Employee for each initial violation of California Labor Code § 510, and $100 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code § 558);

2. $100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and $200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2));

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

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

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

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

1) Gross wages earned

2) Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

3) The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;

5) Net wages earned;

6) The inclusive dates of the period for which the employee is paid;

7) The name of the employee and only the last four digits of his or her social security number or an employee identification number;

8) The name and address of the legal entity that is the employer; and

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

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

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

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

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

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

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

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

(1) $100 for each Aggrieved Employee for each initial violation of California Labor Code § 204; and

(2) $200 for each Aggrieved Employee for each subsequent violation of California Labor Code § 204 (penalties set by Labor Code § 210).

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

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

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

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

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

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

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

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

> Every person employing labor in this state shall:
> ...

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

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

Section 7 of Wage Order states,

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

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

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

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

1. $500 for each aggrieved employee for each violation of California Labor Code § 1174 (penalties set by Labor Code § 1174.5); and

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

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Conclusion

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

Sincerely,

David Spivak, Esq.
david@spivaklaw.com

cc: Jennifer Wise
Walter Haines, Esq.

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

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

Doc ID: 98179929ab3d98889f888611b9955c87bdaba749

EXHIBIT 21

Electronically FILED by Superior Court of California, County of Riverside on 02/03/2023 03:29 PM
Case Number RIC2002359 J0000051500786 - Marita C. Ford, Interim Executive Officer/Clerk of the Court By Lisa Howell, Clerk

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

DAVID G. SPIVAK (SBN 179684)
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MAYA CHEAITANI (SBN 335777)
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THE SPIVAK LAW FIRM
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WALTER HAINES (SBN 71075)
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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 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

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ATTORNEYS FOR DEFENDANTS

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

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

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

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

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

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

b. Revises the address of Plaintiff's counsel;

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

i. Empire Springs Charter School, Inc.;

ii. Harbor Springs Charter School, Inc.;

iii. Citrus Springs Charter School, Inc.;

iv. Vista Springs Charter School, Inc.; and

v. Pacific Springs Charter School, Inc.

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

i. Empire Springs Charter School, Inc.;

ii. Harbor Springs Charter School, Inc.;

iii. Citrus Springs Charter School, Inc.;

iv. Vista Springs Charter School, Inc.; and

v. Pacific Springs Charter School, Inc.

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

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

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

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

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

2. That the Third 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 Third Amended Complaint, Defendants are not waiving any defenses; and

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

IT IS SO STIPULATED.

Dated: January 30, 2023

THE SPIVAK LAW FIRM

By: _____

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

Dated: January 30, 2023

JACKSON LEWIS P.C.

By: _____

LARA P. BESSER
ADRIENNE L. CONRAD
JACLYN M. REINHART
Attorneys for Defendants SPRINGS CHARTER SCHOOLS, INC.; and RIVER SPRINGS CHARTER SCHOOL, INC.

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~~[PROPOSED]~~ ORDER

Upon considering the Parties' Stipulation to File a Third Amended Complaint, the Court orders that Plaintiff's Third Amended Complaint may be ~~is deemed~~ filed and served ~~as of the date of this Order~~. Defendants will file a response to Plaintiff's Third Amended Complaint within 30 days of ~~this Order, including but not limited to an answer~~. after service of the TAC.

02/01/2023
DATE

HON. CRAIG RIEMER
SUPERIOR COURT JUDGE

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EXHIBIT A

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(UNLIMITED JURISDICTION)

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

Plaintiff(s),

vs.

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

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

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

INTRODUCTION

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

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

JURISDICTION AND VENUE

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

4. 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.

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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

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

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

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

CLASS ALLEGATIONS

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

26. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in 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

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

STATEMENT OF FACTS

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

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

30. At relevant times within the applicable limitations period, Defendants required Plaintiff and the Class Members to perform work while clocked out. At the inception of Plaintiff's and the Class Members' employment, Defendants required them to complete various onboarding tasks, such as obtaining background checks and tuberculosis tests, and completing various paperwork, such as IRS Forms I-9 and W-4, worksite and school tours, outside of their scheduled working hours. Defendants also required Plaintiff and the Class Members to attend a new-hire orientation while clocked out from work. Defendants failed to compensate Plaintiff and the Class for this work performed off-the-clock. Though these activities exceeded five hours in a day, 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

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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 § 226.

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

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED

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

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

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

35. Section 2 of the Wage Order defines "hours worked" as "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."

36. 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

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> 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

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employee under conditions that violate the Wage Order.

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

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

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

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

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

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

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

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SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff and the Class against all Defendants)

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

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

51. Labor Code § 1198 states,

> "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

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

> Rest Periods:
>
> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
>
> (B) If an employer fails to provide an employee a rest 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 work day that the rest period is not provided.

53. "[I]n the context of an eight-hour shift, '[a]s a general matter,' one rest break 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

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b. An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

c. If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

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

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

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THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class against all Defendants)

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

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

59. Labor Code § 1198 states,

> "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

60. In relevant part, Labor Code Section 512 states

> "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 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 waived by mutual consent of the employer and the employee only if the first meal period was not waived."

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

> Meal Periods:
>
> (A) No employer shall employ any person for a work period of 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

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> 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

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

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

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

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(By Plaintiff and the Class against all Defendants)

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

68. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized statement showing, among other items, 1) gross wages earned; 2) total hours worked, 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) net wages earned; and 4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

A. The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage 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

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

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

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

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

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

73. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff and the Class have suffered injury. Their legal rights to receive accurate wage statements were violated and they were misled about the amount of wages they had actually earned and were owed. In addition, the absence of accurate information on their wage statements prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records and/or has led to the submission of inaccurate information about wages to state and federal government agencies. Further, Plaintiff and the Class Members were not able to ascertain from the wage statements whether Defendants 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

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

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Lab. Code §§ 201-203)

(By Plaintiff and the Class against all Defendants)

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

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

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

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

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

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

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

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

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had the ability to comply with those legal requirements.

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

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

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

(By Plaintiff and the Class against all Defendants)

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

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

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

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

88. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that 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

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substantial benefit doctrine and/or the common fund doctrine.

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

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES

(By Plaintiff and the Class against all Defendants)

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

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

93. Labor Code § 204 states

> (a) All wages, other than those mentioned in Section 201, 201.3, 201.4, or 204.2, 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 26th day of the month during which the labor was performed, and labor performed between the 16th and last day, inclusive, of any calendar month, shall be paid between the 1st and 10th day of the following month. . . .
>
> (b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.
>
> (2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if 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.

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(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

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

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

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

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

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

PRAYER FOR RELIEF

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

A. An order that the action be certified as a class action;

B. An order that Plaintiff be appointed class representative;

C. An order that counsel for Plaintiff be appointed class counsel;

D. Unpaid wages;

E. Actual damages;

F. Statutory damages;

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

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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

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

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis[.]" § 1. "Public Housekeeping Industry" means any industry, business, or establishment which provides meals, housing , or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to, the following:

> (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in additional [*sic*] to educational facilities.

§ 2(P). At all relevant times during the applicable limitations period, Wise was employed by Springs Charter as a human resources generalist at an independent charter school. Accordingly, Wise and the Aggrieved Employees are entitled to the protections provided under the Wage Order.

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Conclusion

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

Sincerely,



David Spivak, Esq.
david@spivaklaw.com

cc: Jennifer Wise
Walter Haines, Esq.

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

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

Doc ID: ffb4a6e9fa04b3e81625cb35a9d965203fdeee10

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***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"

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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, supervisorial, . . . , clerical, office work, and mechanical occupations" including "teachers." *Id.* § 2 (O).

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

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

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

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

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

In relevant part, California Labor Code § 1194 states,

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

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

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

> hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
>
> (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.
>
> (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

In relevant part, California Labor Code § 510 states,

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

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

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

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

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

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

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

1. $50 for each Aggrieved Employee for each initial violation of California Labor Code § 510, and $100 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code § 558);

2. $100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and $200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2));

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

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

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

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

1) Gross wages earned

2) Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

3) The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;

5) Net wages earned;

6) The inclusive dates of the period for which the employee is paid;

7) The name of the employee and only the last four digits of his or her social security number or an employee identification number;

8) The name and address of the legal entity that is the employer; and

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

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

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

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

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

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

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

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

(1) $100 for each Aggrieved Employee for each initial violation of California Labor Code § 204; and

(2) $200 for each Aggrieved Employee for each subsequent violation of California Labor Code § 204 (penalties set by Labor Code § 210).

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

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

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

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

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

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

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

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

> Every person employing labor in this state shall:
> ...

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

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

Section 7 of Wage Order states,

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

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

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

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

1. $500 for each aggrieved employee for each violation of California Labor Code § 1174 (penalties set by Labor Code § 1174.5); and

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

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Conclusion

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

Sincerely,

David Spivak, Esq.
david@spivaklaw.com

cc: Jennifer Wise
Walter Haines, Esq.

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

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

Doc ID: 98179929ab3d98889f888611b9955c87bdaba749

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-) : * 784900-20

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, PME

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)
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) Remove
Choose File 23.04.10 MX ...CL SPIVAK.pdf

Other Attachment (if any) Remove
Choose File 23.04.10 MX ...CL HAINES.pdf

Other Attachment (if any) Remove
Choose File 23.04.10 MX ...CE CHART.pdf

Other Attachment (if any) Remove
Choose File 23.04.10 MX ...ED ORDER.pdf

Other Attachment (if any) Remove
Choose File 23.04.10 MX ...ISE - POS.pdf

Add Another Attachment

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☑ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page Submit

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

Click Here to Search Case

SPIVAK LAW

Emily Houng Ly <emily@spivaklaw.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov> Mon, Apr 10, 2023 at 5:11 PM
To: emily@spivaklaw.com

04/10/2023 05:10:48 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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 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 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

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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

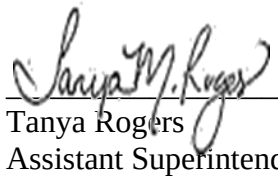
Dated: April 10, 2023

DEFENDANT HARBOR SPRINGS CHARTER SCHOOL, INC.

_____
Tanya Rogers
Assistant Superintendent of Business

Dated: April 10, 2023

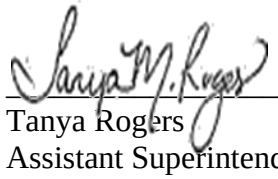
DEFENDANT CITRUS SPRINGS CHARTER SCHOOL, INC.



Tanya Rogers
Assistant Superintendent of Business

Dated: April 10, 2023

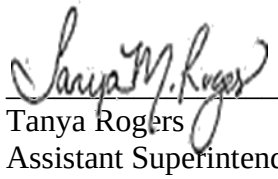
DEFENDANT VISTA SPRINGS CHARTER SCHOOL, INC.



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 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

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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 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 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.

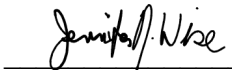
[*Signatures on Next Page*]

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

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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

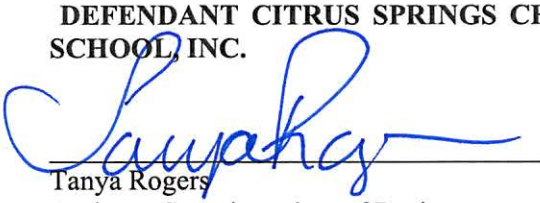
Dated: June 22, 2023

DEFENDANT HARBOR SPRINGS CHARTER SCHOOL, INC.

_____
Tanya Rogers
Assistant Superintendent of Business

Dated: June 22, 2023

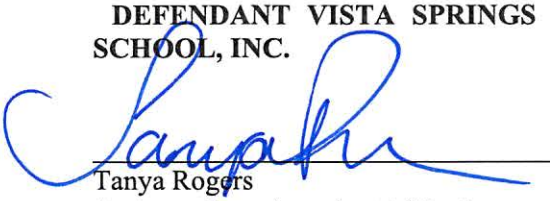
DEFENDANT CITRUS SPRINGS CHARTER SCHOOL, INC.



Tanya Rogers
Assistant Superintendent of Business

Dated: June 22, 2023

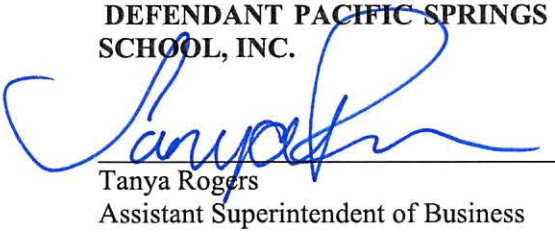
DEFENDANT VISTA SPRINGS CHARTER SCHOOL, INC.



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 Spivak
_____
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

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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 ~~Qualified~~Gross Settlement ~~Fund~~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.

~~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.

~~O.~~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.

~~T.~~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.~~OO. **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~~all persons ~~that~~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).

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

~~II.~~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 ~~its~~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 Qualified~~Gross Settlement ~~Fund~~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 ~~Fund~~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. ~~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~~Gross Settlement ~~Fund~~Amount.

~~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.

~~I.~~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 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 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 ~~Notices~~Class Notice Packets mailed to Settlement Class Members, the number of ~~Notices~~Class Notice Packets returned as undeliverable, the number of ~~Notices~~Class Notice Packets re-mailed to Settlement Class Members, the number of re-mailed ~~Notices~~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 ~~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 ~~Fund~~Amount.

~~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

DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
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West Hollywood, CA 90069
Telephone: (213) 725-9094
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WALTER L. HAINES (SBN 71075)
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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

corporation; EMPIRE SPRINGS CHARTER SCHOOL, INC., a California corporation; HARBOR SPRINGS CHARTER SCHOOL, INC., a California corporation; CITRUS SPRINGS CHARTER SCHOOL, INC., a California corporation; VISTA SPRINGS CHARTER SCHOOL, INC., a California corporation; PACIFIC SPRINGS CHARTER SCHOOL, INC., a California corporation and DOES 1-50, inclusive, *Defendants.*	Action filed: July 01, 2020<br~~Dept~~Trial Date: ~~1, The Honorable Craig Riemer~~Not set

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

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Second Amended Settlement ~~filed~~ Agreement attached ~~an~~ Exhibit 25 to the Amended Declaration of David Spivak in Support of the Renewed Motion for Preliminary Approval~~.~~, filed on June 23, 2023. All terms herein shall have the same meaning as defined in the Second Amended Settlement~~. The Court has determined there is sufficient evidence to preliminarily determine that (a) the terms of the Settlement appear to be fair, adequate, and reasonable to the Settlement Class and (b) the Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may~~

~~be raised at the final hearing and final approval by this Court~~ Agreement. The Court will make a determination at the hearing on the motion for final approval of class action settlement (the "Final Approval Hearing") as to whether the Settlement is fair, adequate and reasonable to the Settlement Class.

2. For purposes of this Preliminary Approval Order, the "Settlement Class" means all persons who ~~applied for~~ attended "pre-employment" meetings with Defendants Springs Charter Schools, Inc., River Springs Charter School, Inc., Empire Springs Charter School, Inc., Harbor Springs Charter School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter School, Inc., and Pacific Springs Charter School, Inc. (collectively, "Defendants") in California~~, were prospective employees of Defendants in California, and/or who Defendants employed~~ at any time between July 1, 2016 through the date of Preliminary Approval (collectively "Class Members~~")"),. Class Members consist solely of such persons that attended one of Defendants' "pre-employment" meetings.~~"). The "Class Period" shall mean the period of time from July 1, 2016, through ~~[~~<<INSERT DATE OF PRELIMINARY APPROVAL~~]~~.>>. Defendants estimated for purposes of mediation that there are 1,176 Class Members for the period of July 1, 2016 through December 31, 2021. The "Effective Final Settlement Date" of this Second Amended 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. The occurrence of the Effective Final Settlement Date is a prerequisite to any obligation of Defendants to pay any funds into the Qualified Settlement Fund.

3. This action is provisionally certified pursuant to section 382 of the California

Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for purposes of settlement only with respect to the proposed Settlement Class.

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

5. The Court finds that the dates set forth in the Second Amended Settlement for mailing and distribution of the Class Notice meet the requirements of due process and provide the best notice practicable under the circumstances and constitute due and sufficient notice to all persons entitled thereto, and directs the mailing of the Class Notice by first class mail to the Settlement Class as set forth in the Second Amended Settlement. Accordingly, the Court orders the following implementation schedule for further proceedings:

a. Within ten (10) calendar days after entry of this order, Defendants shall provide Phoenix Settlement Administrators, the appointed Settlement Administrator, with~~: (a) An electronic database of all Class Members, last known mailing address, Social Security number and Defendants' employee identification number ("Class Members' Data"); and (b) Corresponding to~~

~~each Class Member's name, Defendants shall provide a figure indicating the total number of Paychecks during the Class Period in which Defendants employed the Class Member. That number of Paychecks shall be referred to as that Class Member's "Individual Paychecks;" (c)"). If any of the Class Members' Data are~~ 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

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. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. The Settlement Administrator shall file a declaration concurrently with the filing of any motion for final approval, authenticating a copy of every exclusion form received by the Settlement Administrator.

b. **Mailing of Class Notice.** ~~By~~Within approximately fifteen (15) days after issuance of this order, or as soon thereafter as it can do so, the Settlement Administrator will mail the Class Notice (Exhibit A~~),~~) the Opt-Out Form (Exhibit B), and the Objection Form (Exhibit C) to all identified Class Members via first-class U.S. mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

c. **Returned Class Notice.** If a Class Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than three

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

~~d. **Reminder Notice.** Not later than thirty (30) days of mailing the notice, the claims administrator will be required to send a reminder notice to every class member from whom no claim or exclusion request is received.~~

~~f.~~d. **Declaration of Settlement Administrator.** Not later than seven (7) days after the Response Deadline, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its

declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

~~g.~~e. **Requests for Exclusion from Settlement; and Objections to Settlement (Response Deadline).** Class Members may submit requests to be excluded from the effect of the Second Amended Settlement, or objections to the Second Amended Settlement, pursuant to the following procedures:

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

exclusion from the Settlement. A request for exclusion must be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the request for exclusion to counsel for the Parties as follows:

To Class Counsel:	*To Defense Counsel*:
David G. Spivak, Esq. The Spivak Law Firm 8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069	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

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

To Class Counsel:	*To Defense Counsel*:
David G. Spivak, Esq.	Adrienne L. Conrad, Esq.

The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
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

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

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

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

~~i.~~g. The Settlement Administrator shall file a declaration concurrently with the

filing of the motion for Final Approval, authenticating a copy of every objection and exclusion form received by the 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

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.

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

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

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

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

10. The Court preliminarily approves the estimated ~~Settlement Administrator costs~~Administration Costs payable to the Settlement Administrator subject to final review by the Court.

11. A Final Approval Hearing shall be held on _____ at _____**.m.** in Department 1 of the Superior Court for the State of California, County of Riverside, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 to consider the fairness, adequacy and reasonableness of the proposed Second Amended Settlement

preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative General Release Payment to the Class Representative. The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or before sixteen (16) Court days before the Final Approval Hearing.

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

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

IT IS SO ORDERED.

DATE	**THE HONORABLE CRAIG RIEMER** **CALIFORNIA SUPERIOR COURT**

EXHIBIT A

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

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

As a person who ~~applied for~~ attended a pre-employment meeting with~~, was a prospective employee of, and/or were employed by~~ 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., 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.

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

Please provide current address (if different) here:
_____
_____
_____
_____

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

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT IF YOU ARE A PERSON WHO ~~APPLIED FOR~~ ATTENDED A PRE-EMPLOYMENT MEETING WITH~~, WAS A PROSPECTIVE EMPLOYEE OF, AND/OR WERE EMPLOYED BY~~ 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., OR PACIFIC SPRINGS CHARTER SCHOOL, INC~~., AND ATTENDED A PRE-EMPLOYMENT MEETING WITH SUCH ENTITY,~~. BETWEEN JULY 21, 2016 AND <<THE DATE THE COURT GRANTS PRELIMINARY APPROVAL OF THE SETTLEMENT>>.

- A proposed settlement of $530,000.00 (the "Gross Settlement Amount") will be used to pay claims to: All persons who ~~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.

- Defendants will pay their portion of payroll taxes as the Class Members' current or former employer separate and in addition to the GSA (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes and forward those amounts to Defendants for payment.

- Defendants estimated for purposes of mediation that there are 1,176 Class Members for the period of July 21, 2016 through December 31, 2021.

- The settlement resolves a lawsuit entitled *Jennifer Wise v. Springs Charter Schools, Inc~~., et al.,~~.* Case No. RIC2002359 (the "Action") for Defendants' alleged failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to reimburse for preemployment testing, failure to maintain required payroll records, and other legal consequences that would follow from these failures, including claims under California's Business & Professions Code and PAGA. This settlement avoids the costs and risks from continuing the Action, pays money to persons like you, and releases Defendants from alleged liability.

- The Court has not made a determination of the validity of the claims in the Action. Defendants deny any and all liability arising from any of the claims and contend that they are not responsible for a failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to reimburse for preemployment testing, failure to timely pay wages, failure to maintain required payroll records, or related wrongs, and fully complied with all applicable laws.

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

- 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?

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

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

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

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

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

2. What is the Action about?

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

3. Why is there a settlement?

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

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

4. What is a class action settlement?

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

5. What should I do?

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

6. How much will my payment be?

After all fees~~,~~ and costs~~, and offsets~~ are taken as set forth under the Settlement Agreement ~~(~~, which is available for review (attached as Exhibit 25 to the Amended Declaration of David Spivak in Support of the Renewed Motion for Preliminary Approval, filed on June 23, 2023, in Riverside Superior Court, https://www.riverside.courts.ca.gov), the remainder will be used to pay Class Members an equal payment based on the number of Class Members ("Pro-Rata Share").

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

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

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

7. When would I get my payment?

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

You will have 180 days to cash your settlement check. If a mailed individual settlement payment is not cashed by <<check cashing deadline>> (within 180 days of the date printed on the check), all uncashed funds will be paid to ~~the~~ Legal Aid at Work.

8. What am I releasing?

The Released Claims are all claims stated in and based on the facts alleged in the Complaint, the First Amended Complaint, the Second Amended Complaint, the Third Amended Complaint, and

the Fourth Amended Complaint from July 1, 2016 through the date of preliminary court approval of the settlement. The PAGA Released Claims are 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.

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

> As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Defendants and any of Defendants' respective officers, directors, employees, and agents (the "Released Parties") from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim in any forum against any of the Released Parties for any of the Released Claims.
>
> Class members who do not opt out of the settlement will release all claims 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 Approval>>.
>
> ~~The Released Parties are Defendants, and any of Defendants' respective officers, directors, employees, and agents.~~

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

You cannot request exclusion from the PAGA Released Claims.

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

9. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must send a letter by mail to the Settlement Administrator with the following sentence, or something similar, stating: "I request to be excluded from the class action proceedings in the matter of *Jennifer Wise v. Springs Charter Schools, Inc.*, Case No. RIC2002359." You may use the enclosed "Election not to Participate in Settlement Form" for this purpose. You will have **60 days** from the date of mailing of this Class Notice to do so. Your Opt-Out request must be in writing and mailed to the Settlement Administrator, Phoenix Settlement Administrators, <<settlement administrator mailing address>> and be postmarked no later than <<response deadline>>, or it will not be

considered and you will be bound by the settlement. If the Settlement Administrator re-mailed your Class Notice to a new address, you will have additional 15 days from the date of the re-mailed Class Notice to opt out. You must include your full name (and former names, if any) and address in your request and you must sign the written request. However, you cannot opt-out of the PAGA Released Claims and will receive your pro ~~rate~~-rata share of the PAGA Penalties whether or not you opt of out of the settlement.

10. Do I have a lawyer in this case?

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

11. How will the lawyers be paid?

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

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

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

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

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

The Court will hold a fairness hearing on <<final approval hearing date>> at <<final approval hearing time>> in Department 1 at the Riverside County Superior Court, Riverside Historic

Courthouse, 4050 Main Street, Riverside, CA 92501 (The Honorable Craig Riemer presiding). At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections that were properly made, the Court will consider them. The Court will listen to people who ~~have asked~~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.

14. Do I have to come to the hearing?

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

15. May I speak at the hearing?

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

16. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

You can find the following documents at www._____**[administrator website]**.com:

a. The ~~First~~Second Amended Joint Stipulation and Settlement Agreement filed with the Court on ~~April 10~~June 23, 2023~~.~~, and attached as Exhibit 25 to the Declaration of David Spivak.

b. The Court's Order Preliminarily Approving the ~~First~~Second Amended Joint Stipulation and Settlement Agreement ~~submitted with the Court on April 10~~dated June 23, 2023.

c. Notice of Proposed Class Action Settlement and Hearing Date for Court Approval filed with the Court on ~~April 10~~June 23, 2023.

d. The Election Not to Participate in Settlement form filed with the Court on ~~April 10~~June 23, 2023.

e. The Objection form filed with the Court on ~~April 10~~June 23, 2023.

f. The Motion for Preliminary Approval of the Joint Stipulation and Settlement Agreement filed with the Court on October 3, 2022.

g. The Declaration of David Spivak in support of the Motion for Preliminary Approval of the Joint Stipulation and Settlement Agreement filed with the Court on October 3, 2022.

h. The Declaration of Walter Haines in support of the Motion for Preliminary Approval of the Joint Stipulation and Settlement Agreement filed with the Court on October 3, 2022.

i. The Declaration of Lara Besser in support of the Motion for Preliminary Approval of the Joint Stipulation and Settlement Agreement filed with the Court on October 3, 2022.

j. The Declaration of Michael Moore on Behalf of Administrator with Respect to Qualifications of Class Administration filed with the Court on October 3, 2022.

k. The Declaration of Joan Graff (Legal Aid at Work) filed with the Court on October 3, 2022.

l. The Supplemental Briefing in support of the Motion for Preliminary Approval of the First Amended Joint Stipulation and Settlement Agreement filed with the Court on -April 10, 2023.

m. The Supplemental Declaration of David Spivak in support of the Supplemental Briefing for the Motion for Preliminary Approval of the First Amended Joint Stipulation and Settlement Agreement filed with the Court on April 10, 2023.

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

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.

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._____, 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.

EXHIBIT B

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 of out of the Settlement.

_____
(Typed or Printed Name)

_____
(Address)

_____
(City, State, Zip Code)

_____
(Telephone Number, Including Area Code)

_____
(Identification Number)

Dated: _____. _____
(Signature)

EXHIBIT C

OBJECTION FORM

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

Please verify and/or complete any missing identifying information:

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

CORRECT NAME AND ADDRESS HERE:
_____
_____
_____
_____
Telephone Number: (__ __ __) __ __ __ - __ __ __ __

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

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

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

[ ] I OBJECT to the *Jennifer Wise v. Springs Charter Schools, Inc.* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

_____
_____
_____
_____
_____
_____
_____
_____

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

_____

_____

_____

_____

_____

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Executed on _____, 2023

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(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~~.
~~c/o [ADMIN]~~
(XXX) XXX-XXXX

~~4883-208~~

_____

EXHIBIT 28

Electronically FILED by Superior Court of California, County of Riverside on 05/15/2023 12:03 PM
Case Number RIC2002359 0000058093724 - Marita C. Ford, Interim Executive Officer/Clerk of the Court By Kenneth Thomsen, Clerk

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(UNLIMITED JURISDICTION)

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

Plaintiff(s),

vs.

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

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

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

INTRODUCTION

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

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

JURISDICTION AND VENUE

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

4. 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.

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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

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

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

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

CLASS ALLEGATIONS

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

20. **Class Definition:** The Class is defined as follows: all persons who attended one of Defendants' "pre-employment" meetings in California, at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgement is rendered in this action.

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

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.

23. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class

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members. These questions include, but are not limited to:

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

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

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

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

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

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

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

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

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

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

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

26. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in 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 efficient adjudication of class' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and

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efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

STATEMENT OF FACTS

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

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

30. At relevant times within the applicable limitations period, Defendants required Plaintiff and the Class Members to perform work while clocked out. At the inception of Plaintiff's and the Class Members' employment, Defendants required them to complete various onboarding tasks, such as obtaining background checks and tuberculosis tests, and completing various paperwork, such as IRS Forms I-9 and W-4, worksite and school tours, outside of their scheduled working hours. Defendants also required Plaintiff and the Class Members to attend a new-hire orientation while clocked out from work. Defendants failed to compensate Plaintiff and the Class for this work performed off-the-clock. Though these activities exceeded five hours in a day, 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 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

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§ 226.

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

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED

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

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

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

35. Section 2 of the Wage Order defines "hours worked" as "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."

36. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

> (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
>
> (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a

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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 employee under conditions that violate the Wage Order.

42. In conjunction, these provisions of the California Labor Code require employers

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to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

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

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

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

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

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

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

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SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff and the Class against all Defendants)

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

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

51. Labor Code § 1198 states,

> "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

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

> Rest Periods:
>
> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
>
> (B) If an employer fails to provide an employee a rest 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 work day that the rest period is not provided.

53. "[I]n the context of an eight-hour shift, '[a]s a general matter,' one rest break 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

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b. An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

c. If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

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

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

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THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class against all Defendants)

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

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

59. Labor Code § 1198 states,

> "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

60. In relevant part, Labor Code Section 512 states

> "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 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 waived by mutual consent of the employer and the employee only if the first meal period was not waived."

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

> Meal Periods:
>
> (A) No employer shall employ any person for a work period of 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

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> 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

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

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

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

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(By Plaintiff and the Class against all Defendants)

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

68. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized statement showing, among other items, 1) gross wages earned; 2) total hours worked, 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) net wages earned; and 4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

A. The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage 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

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

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

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

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

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

73. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff and the Class have suffered injury. Their legal rights to receive accurate wage statements were violated and they were misled about the amount of wages they had actually earned and were owed. In addition, the absence of accurate information on their wage statements prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records and/or has led to the submission of inaccurate information about wages to state and federal government agencies. Further, Plaintiff and the Class Members were not able to ascertain from the wage statements whether Defendants 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

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

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Lab. Code §§ 201-203)

(By Plaintiff and the Class against all Defendants)

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

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

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

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

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

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

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

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

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had the ability to comply with those legal requirements.

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

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

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

(By Plaintiff and the Class against all Defendants)

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

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

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

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

88. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that 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

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substantial benefit doctrine and/or the common fund doctrine.

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

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES

(By Plaintiff and the Class against all Defendants)

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

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

93. Labor Code § 204 states

> (a) All wages, other than those mentioned in Section 201, 201.3, 201.4, or 204.2, 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 26th day of the month during which the labor was performed, and labor performed between the 16th and last day, inclusive, of any calendar month, shall be paid between the 1st and 10th day of the following month. . . .
>
> (b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.
>
> (2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if 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.

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> (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

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

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

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

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

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

PRAYER FOR RELIEF

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

A. An order that the action be certified as a class action;

B. An order that Plaintiff be appointed class representative;

C. An order that counsel for Plaintiff be appointed class counsel;

D. Unpaid wages;

E. Actual damages;

F. Statutory damages;

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

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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

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

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis[.]" § 1. "Public Housekeeping Industry" means any industry, business, or establishment which provides meals, housing , or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to, the following:

> (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in additional [*sic*] to educational facilities.

§ 2(P). At all relevant times during the applicable limitations period, Wise was employed by Springs Charter as a human resources generalist at an independent charter school. Accordingly, Wise and the Aggrieved Employees are entitled to the protections provided under the Wage Order.

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Conclusion

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

Sincerely,



David Spivak, Esq.
david@spivaklaw.com
cc: Jennifer Wise
Walter Haines, Esq.

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

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

Doc ID: ffb4a6e9fa04b3e81625cb35a9d965203fdeee10

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***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"

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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, supervisorial, . . . , clerical, office work, and mechanical occupations" including "teachers." *Id.* § 2 (O).

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

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

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

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

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

In relevant part, California Labor Code § 1194 states,

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

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

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

> hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
>
> (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.
>
> (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

In relevant part, California Labor Code § 510 states,

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

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

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

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

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

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

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

1. $50 for each Aggrieved Employee for each initial violation of California Labor Code § 510, and $100 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code § 558);

2. $100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and $200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2));

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

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

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

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

1) Gross wages earned

2) Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

3) The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;

5) Net wages earned;

6) The inclusive dates of the period for which the employee is paid;

7) The name of the employee and only the last four digits of his or her social security number or an employee identification number;

8) The name and address of the legal entity that is the employer; and

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

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

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

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

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

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

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

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

(1) $100 for each Aggrieved Employee for each initial violation of California Labor Code § 204; and

(2) $200 for each Aggrieved Employee for each subsequent violation of California Labor Code § 204 (penalties set by Labor Code § 210).

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

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

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

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

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

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

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

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

> Every person employing labor in this state shall:
> ...

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

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

Section 7 of Wage Order states,

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

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

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

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

1. $500 for each aggrieved employee for each violation of California Labor Code § 1174 (penalties set by Labor Code § 1174.5); and

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

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Conclusion

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

Sincerely,

David Spivak, Esq.
david@spivaklaw.com

cc: Jennifer Wise
Walter Haines, Esq.

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

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

Doc ID: 98179929ab3d98889f888611b9955c87bdaba749

EXHIBIT 29

Electronically FILED by Superior Court of California, County of Riverside on 05/12/2023 09:14 AM
Case Number RIC2002359 J0000052664084 - Marita C. Ford, Interim Executive Officer/Clerk of the Court By Lisa Howell, Clerk

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

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

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

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

Plaintiff(s),

vs.

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

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

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IT IS HEREBY STIPULATED by and between Plaintiff JENNIFER WISE ("Plaintiff"), by and through her counsel of record, and Defendants SPRINGS CHARTER SCHOOLS, INC., a California corporation, RIVER SPRINGS CHARTER SCHOOL, INC., a California corporation, EMPIRE SPRINGS CHARTER SCHOOL, INC., a California corporation, HARBOR SPRINGS CHARTER SCHOOL, INC., a California corporation, CITRUS SPRINGS CHARTER SCHOOL, INC., a California corporation, VISTA SPRINGS CHARTER SCHOOL, INC., a California corporation, and PACIFIC SPRINGS CHARTER SCHOOL, INC., a California corporation, (collectively "Defendants"), by and through their counsel of record, (hereafter "the Parties") as follows:

WHEREAS, on April 18, 2023, the Court issued an order that presented the Court's concerns about the class definition in the Third Amended Class Action complaint;

WHEREAS, Plaintiff proposes a Class Definition in her lawsuit that clarifies that the Class is composed only of persons who attended one of Defendants "pre-employment meetings";

WHEREAS, Plaintiff will lodge the [Proposed] Fourth Amended Complaint (hereafter referred to as the "4AC") stating the new class definition with the Court with the filing of this stipulation;

WHEREAS, the 4AC differs from the Third Amended Complaint (hereafter referred to as the "3AC") in the following respects only:

a. Changes the Class Definition in ¶ 20 to "all persons who attended one of Defendants' 'pre-employment' meetings in California, at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgement is rendered in this action";

b. Updates the address of Plaintiff's counsel;

c. Corrects minor formatting.

WHEREAS, the factual allegations and alleged claims in the 4AC are the same as those in the 3AC except for the changes enumerated above.

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

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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

DAVID SPIVAK
MAYA CHEAITANI
Attorneys for Plaintiff

JACKSON LEWIS P.C.

Dated: May 10, 2023

By: Jaclyn M Reinhart

LARA P. BESSER
ADRIENNE L. CONRAD
JACLYN M. REINHART
Attorneys for Defendants

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Doc ID: 7f2d8601e924cac033c60868a48ee06cfc463116

~~[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~~ plaintiff has leave to file a Fourth Amended Complaint in the form attached to the stipulation ~~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

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EXHIBIT A

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(UNLIMITED JURISDICTION)

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

Plaintiff(s),

vs.

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

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

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

INTRODUCTION

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

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

JURISDICTION AND VENUE

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

4. 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.

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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

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

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

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

CLASS ALLEGATIONS

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

20. **Class Definition:** The Class is defined as follows: all persons who attended one of Defendants' "pre-employment" meetings in California, at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgement is rendered in this action.

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

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.

23. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class

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members. These questions include, but are not limited to:

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

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

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

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

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

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

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

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

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

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

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

26. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in 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 efficient adjudication of class' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and

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efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

STATEMENT OF FACTS

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

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

30. At relevant times within the applicable limitations period, Defendants required Plaintiff and the Class Members to perform work while clocked out. At the inception of Plaintiff's and the Class Members' employment, Defendants required them to complete various onboarding tasks, such as obtaining background checks and tuberculosis tests, and completing various paperwork, such as IRS Forms I-9 and W-4, worksite and school tours, outside of their scheduled working hours. Defendants also required Plaintiff and the Class Members to attend a new-hire orientation while clocked out from work. Defendants failed to compensate Plaintiff and the Class for this work performed off-the-clock. Though these activities exceeded five hours in a day, 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 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

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§ 226.

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

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED

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

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

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

35. Section 2 of the Wage Order defines "hours worked" as "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."

36. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

> (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
>
> (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a

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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 employee under conditions that violate the Wage Order.

42. In conjunction, these provisions of the California Labor Code require employers

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to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

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

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

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

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

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

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

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SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff and the Class against all Defendants)

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

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

51. Labor Code § 1198 states,

> "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

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

> Rest Periods:
>
> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
>
> (B) If an employer fails to provide an employee a rest 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 work day that the rest period is not provided.

53. "[I]n the context of an eight-hour shift, '[a]s a general matter,' one rest break 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

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b. An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

c. If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

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

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

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THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class against all Defendants)

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

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

59. Labor Code § 1198 states,

> "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

60. In relevant part, Labor Code Section 512 states

> "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 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 waived by mutual consent of the employer and the employee only if the first meal period was not waived."

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

> Meal Periods:
>
> (A) No employer shall employ any person for a work period of 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

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> 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

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

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

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

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(By Plaintiff and the Class against all Defendants)

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

68. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized statement showing, among other items, 1) gross wages earned; 2) total hours worked, 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) net wages earned; and 4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

A. The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage 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

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

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

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

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

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

73. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff and the Class have suffered injury. Their legal rights to receive accurate wage statements were violated and they were misled about the amount of wages they had actually earned and were owed. In addition, the absence of accurate information on their wage statements prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records and/or has led to the submission of inaccurate information about wages to state and federal government agencies. Further, Plaintiff and the Class Members were not able to ascertain from the wage statements whether Defendants 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

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

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Lab. Code §§ 201-203)

(By Plaintiff and the Class against all Defendants)

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

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

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

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

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

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

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

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

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had the ability to comply with those legal requirements.

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

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

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

(By Plaintiff and the Class against all Defendants)

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

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

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

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

88. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that 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

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substantial benefit doctrine and/or the common fund doctrine.

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

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES

(By Plaintiff and the Class against all Defendants)

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

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

93. Labor Code § 204 states

> (a) All wages, other than those mentioned in Section 201, 201.3, 201.4, or 204.2, 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 26th day of the month during which the labor was performed, and labor performed between the 16th and last day, inclusive, of any calendar month, shall be paid between the 1st and 10th day of the following month. . . .
>
> (b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.
>
> (2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if 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.

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> (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

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

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

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

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

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

PRAYER FOR RELIEF

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

A. An order that the action be certified as a class action;

B. An order that Plaintiff be appointed class representative;

C. An order that counsel for Plaintiff be appointed class counsel;

D. Unpaid wages;

E. Actual damages;

F. Statutory damages;

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

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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

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ENCINO, CA 91436

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

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis[.]" § 1. "Public Housekeeping Industry" means any industry, business, or establishment which provides meals, housing , or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to, the following:

> (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in additional [*sic*] to educational facilities.

§ 2(P). At all relevant times during the applicable limitations period, Wise was employed by Springs Charter as a human resources generalist at an independent charter school. Accordingly, Wise and the Aggrieved Employees are entitled to the protections provided under the Wage Order.

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Conclusion

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

Sincerely,



David Spivak, Esq.
david@spivaklaw.com

cc: Jennifer Wise
Walter Haines, Esq.

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

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

Doc ID: ffb4a6e9fa04b3e81625cb35a9d965203fdeee10

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"

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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, supervisorial, . . . , clerical, office work, and mechanical occupations" including "teachers." *Id.* § 2 (O).

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

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

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

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

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

In relevant part, California Labor Code § 1194 states,

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

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

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

> hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
>
> (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.
>
> (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

In relevant part, California Labor Code § 510 states,

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

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

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

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

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

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

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

1. $50 for each Aggrieved Employee for each initial violation of California Labor Code § 510, and $100 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code § 558);

2. $100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and $200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2));

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

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

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

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

1) Gross wages earned

2) Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

3) The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;

5) Net wages earned;

6) The inclusive dates of the period for which the employee is paid;

7) The name of the employee and only the last four digits of his or her social security number or an employee identification number;

8) The name and address of the legal entity that is the employer; and

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

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

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

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

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

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

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

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

(1) $100 for each Aggrieved Employee for each initial violation of California Labor Code § 204; and

(2) $200 for each Aggrieved Employee for each subsequent violation of California Labor Code § 204 (penalties set by Labor Code § 210).

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

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

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

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

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

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

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

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

> Every person employing labor in this state shall:
> ...

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

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

Section 7 of Wage Order states,

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

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

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

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

1. $500 for each aggrieved employee for each violation of California Labor Code § 1174 (penalties set by Labor Code § 1174.5); and

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

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Conclusion

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

Sincerely,

David Spivak, Esq.
david@spivaklaw.com

cc: Jennifer Wise
Walter Haines, Esq.

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

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

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EXHIBIT 30

DocuSign Envelope ID: 4D02236D-30FD-4D58-A61B-808F03589511

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

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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. <u>No Consideration Absent Execution of this Agreement.</u>

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. <u>Disbursal of Settlement Funds/Dismissal of Action.</u>

(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

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(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.;

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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

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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)

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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.

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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

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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

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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

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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:		Jennifer Wise v. Springs Charter Schools, Inc.
Case no.:		RIC2002359
Court:		Riverside
Judge:		The Honorable Craig G. Riemer, Dept. 1
Page subject:		**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**

CONFIDENTIAL SETTLEMENT COMMUNICATION

By continuing to review this document, recipient agrees not to use this document or any of its contents for purposes other than settlement discussions

EXHIBIT 32