

JOINT STIPULATION AND SETTLEMENT AGREEMENT

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

II. RECITALS

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

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

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

III. SETTLEMENT TERMS AND CONDITIONS

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

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

1. Calculation.

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

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

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

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

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

4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$10,000. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
5. **To the LWDA.** The Settlement Administrator will allocate Four Thousand Dollars and Zero Cents (\$4,000.00) of the Gross Settlement Amount to satisfy the PAGA penalties claim as alleged in the First Amended Complaint. Seventy-five percent (75% or \$3,000.00) of the PAGA Payment shall be paid to the LWDA, and twenty-five percent (25% or \$1,000.00) of the PAGA Payment shall be part of the Net Settlement Amount distributed to Participating Class Members.
6. **To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.

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

I. Duties of the Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice to the Settlement Class Members; keeping track of any objections or requests for exclusion from Settlement Class Members; performing skip traces and re-mailing Notices and Individual Settlement Shares to Settlement Class Members; calculating any and all payroll tax deductions as required by law; calculating each Settlement Class Member's Individual Settlement Share; providing weekly status reports to Defendants' Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing Defendants' Counsel and Class Counsel with a settlement timeline of events (i.e. expected dates for receiving class data, notice mailing, response deadline, funding of settlement, disbursement of settlement, uncashed check expiration date, and deposit of uncashed funds to the state Controller's Office – Unclaimed Property Fund; providing updates to Defendants' Counsel and Class Counsel regarding the funding and disbursement of

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

J. Procedure for Approving Settlement.

1. Discovery Stay Pending Approval of the Settlement.

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

2. Motion for Preliminary Approval and Conditional Certification.

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

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

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

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

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

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

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

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

- e. **Response Deadline.** The Settlement Class Members will have Sixty (60) days from the date of the mailing in which to object to the Settlement or to postmark requests for exclusion from the Settlement.
- f. **Settlement Administrator's Declaration.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement, including the number of requests for exclusion and objections received, the estimated average and high Individual Settlement Shares to Participating Class Members, as well as any other additional information requested by the Parties. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration. The Settlement Administrator will provide any additional declarations needed for the Court approval and disbursement of the Settlement.

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

- a. **Format.** Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.
- b. **Notice of Intent to Appear.** Class Members who timely file valid objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through

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

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

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

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

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

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

8. Motion for Final Approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. Miscellaneous Terms

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

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

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

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

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

- 13. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Settlement Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Settlement Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of such taxes.
- 14. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 15. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- 16. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 17. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

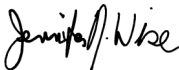
[Signatures on Next Page]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: May 13, 2022

PLAINTIFF JENNIFER WISE



Jennifer Wise

Dated: June 27, 2022

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



Tanya Rodgers
Assistant Superintendent of Business

Dated: May 17, 2022

THE SPIVAK LAW FIRM



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

Dated: April 18, 2022

UNITED EMPLOYEES LAW GROUP



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

Dated: June 27, 2022

JACKSON LEWIS, PC



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

EXHIBIT A

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

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

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

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

CPT ID: <<CPT ID>>

Please provide current address (if different) here:

<<Name>>

<<Address1>>

<<Address2>>

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

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

The Riverside County Superior Court has authorized this Class Notice.

This is not a solicitation from a lawyer.

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

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

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

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

HOW MUCH WILL I GET?

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

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

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

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

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

2. What is the Action about?

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

3. Why is there a settlement?

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

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

17 4. What is a class action settlement?

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

23 5. What should I do?

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

6. How much will my payment be?

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

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

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

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

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

15 7. When would I get my payment?

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

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

27 8. What am I releasing?

28 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 "Released Claims"). This includes but is not limited to: failure to pay straight and

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

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

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

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

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

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

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

10. Do I have a lawyer in this case?

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

11. How will the lawyers be paid?

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

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

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

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

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

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

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

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

15 **15. May I speak at the hearing?**

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

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

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

21 **GETTING MORE INFORMATION**

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

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

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

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

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