

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
2 CHRISTINA PREJEAN (SBN 314772)
christina@spivaklaw.com
3 MAYA CHEAITANI (SBN 335777)
maya@spivaklaw.com
4 THE SPIVAK LAW FIRM
5 8605 Santa Monica Blvd., PMB 42554
West Hollywood, CA 90069
6 Telephone: (213) 725-9094
7 Facsimile: (213) 634-2485

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

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

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

17 *Plaintiff(s),*

18 vs.

19 SPRINGS CHARTER SCHOOLS, INC., a
20 California corporation; RIVER SPRINGS
21 CHARTER SCHOOL, INC., a California
corporation; and DOES 1-50, inclusive,

22 *Defendant(s).*
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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
Action filed: July 01, 2020

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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

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

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

ATTORNEYS FOR DEFENDANT

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

Attorney for Defendants,
SPRINGS CHARTER SCHOOLS, INC., and
RIVER SPRINGS CHARTER SCHOOL, INC.

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

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
8 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
9 has determined there is sufficient evidence to preliminarily determine that (a) the terms of the
10 Settlement appear to be fair, adequate, and reasonable to the Settlement Class and (b) the
11 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject
12 only to any objections that may be raised at the final hearing and final approval by this Court. The
13 Court will make a determination at the hearing on the motion for final approval of class action
14 settlement (the “Final Approval Hearing”) as to whether the Settlement is fair, adequate and
15 reasonable to the Settlement Class.

16 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
17 all persons who either applied for employment with Defendants or Defendants’ Affiliated or
18 Related Entities, were prospective employees of Defendants or Defendants’ Affiliated or Related
19 Entities, or who were employed by Defendants or Defendants’ Affiliated or Related Entities and
20 attended one of Defendants’ (or Defendants’ Affiliated or Related Entities’) preemployment
21 meetings in California (collectively “Class Members”) during the Class Period. The “Class
22 Period” shall mean the period of time from July 1, 2016, through the date the Court grants
23 preliminary approval of the Settlement. Defendants’ Affiliated or Related Entities consist of
24 Empire Springs Charter School, Inc., Harbor Springs Charter School, Inc., Citrus Springs Charter
25 School, Inc., Vista Springs Charter School, Inc. and Pacific Springs Charter School, Inc.
26 Defendants estimated that, as of the date the Court grants preliminary approval of the Settlement,
27 there were 1,176 potential Settlement Class Members. The “Effective Date” means as follows:
28 When the final approval of the Settlement or judgment can no longer be appealed, or, if there are

1 no objectors, no parties in intervention at the time the court grants final approval of the Settlement,
2 and no post judgment challenges to the judgment, the Effective Date shall occur ten (10) calendar
3 days from the date the court enters judgment granting final approval of the Settlement. Defendants
4 shall remit to the Settlement Administrator the Gross Settlement Amount within ten (10) calendar
5 days of the Effective Final Settlement Date. The occurrence of the Effective Date is a prerequisite
6 to any obligation of Defendants to pay any funds into the Settlement Account.

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

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

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

- 25 a. Within ten (10) calendar days, Defendants shall provide Phoenix Settlement
26 Administrators, the appointed Settlement Administrator, with: (a) An
27 electronic database of all Class Members, last known mailing address, Social
28 Security number and Defendants' employee identification number ("Class

1 Members' Data"); and (b) Corresponding to each Class Member's name,
2 Defendants shall provide a figure indicating the total number of Paychecks
3 during the Class Period in which Defendants employed the Class Member.
4 That number of Paychecks shall be referred to as that Class Member's
5 "Individual Paychecks;" (c) If any of the Class Members' Data are unavailable
6 to Defendants, Defendants will so inform Class Counsel and the Parties will
7 make their best efforts to reconstruct or otherwise agree upon the Class
8 Members' Data prior to when it must be submitted to the Settlement
9 Administrator. Class Members' Data will otherwise remain confidential and
10 will not be disclosed to anyone, except as necessary to applicable taxing
11 authorities, or pursuant to Defendants' express written authorization or by
12 order of the Court. The Settlement Administrator will be responsible for taking
13 reasonable steps, consistent with its agreed-upon job parameters, court orders,
14 and fee, to trace the mailing address of any Class Member for whom a Class
15 Notice is returned as undeliverable by the U.S. Postal Service. These
16 reasonable steps shall include the tracking of all undelivered mail; performing
17 address searches for all mail returned without a forwarding address; and
18 promptly re-mailing to Class Members for whom new addresses are found. If
19 the Class Notice is re-mailed, the Settlement Administrator will note for its
20 own records and notify Class Counsel and Defendants' Counsel of the date and
21 address of each such re-mailing as part of a weekly status report provided to
22 the Parties. The Settlement Administrator shall file a declaration concurrently
23 with the filing of any motion for final approval, authenticating a copy of every
24 exclusion form received by the Settlement Administrator.

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- b. **Mailing of Class Notice.** By approximately fifteen (15) days after receiving the Class Members' Data, or as soon thereafter as it can do so, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class U.S. mail using the mailing address information provided by

1 Defendants, unless modified by any updated address information that the
2 Settlement Administrator obtains in the course of administration of the
3 Settlement.

4 c. **Returned Class Notice.** If a Class Notice is returned because of an incorrect
5 address, the Settlement Administrator will promptly, and not later than three
6 (3) business days from receipt of the returned Class Notice, search for a more
7 current address for the Class Member and re-mail the Class Notice to the Class
8 Member. The Settlement Administrator will use the Class Members' Data and
9 otherwise work with Defendants' Counsel and Class Counsel to find a more
10 current address. The Settlement Administrator will be responsible for taking
11 reasonable steps, consistent with its agreed-upon job parameters, court orders,
12 and fee, to trace the mailing address of any Class Member for whom a Class
13 Notice is returned as undeliverable by the U.S. Postal Service. These
14 reasonable steps shall include the tracking of all undelivered mail; performing
15 address searches for all mail returned without a forwarding address; and
16 promptly re-mailing to Class Members for whom new addresses are found. If
17 the Class Notice is re-mailed, the Settlement Administrator will note for its
18 own records and notify Class Counsel and Defendants' Counsel of the date and
19 address of each such re-mailing as part of a weekly status report provided to
20 the Parties.

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

24 e. **Declaration of Settlement Administrator.** Not later than ten (10) calendar
25 days prior to the Final Approval Hearing, the Settlement Administrator will
26 provide the Parties for filing with the Court a declaration of due diligence
27 setting forth its compliance with its obligations under this Agreement. Prior to
28 the Final Approval Hearing, the Settlement Administrator will supplement its

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

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

4 Class Members may submit requests to be excluded from the effect of the
5 Settlement, or objections to the Settlement, pursuant to the following
6 procedures:

- 7 i. **Request for Exclusion from Settlement.** A Class Member may
8 request to be excluded from the effect of this Agreement, and any
9 payment of amounts under this Agreement, by timely mailing a letter
10 to the Settlement Administrator stating that the Class Member wants to
11 be excluded from this Action. This letter must include the Class
12 Member's name, address, telephone number, and signature. To be valid
13 and timely, the request to be excluded must be postmarked by the date
14 specified in the Class Notice sixty (60) days from the initial mailing of
15 the Class Notice by the Settlement Administrator). A Class Member
16 who properly submits a valid and timely request to be excluded from
17 the Action shall not receive any payment of any kind in connection
18 with this Agreement or this Action, shall not be bound by or receive
19 any benefit of this Agreement, and shall have no standing to object to
20 the Settlement. A request for exclusion must be mailed to the
21 Settlement Administrator at the address provided on the Class Notice.
22 The Settlement Administrator shall transmit the request for exclusion
23 to counsel for the Parties as follows:

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To Class Counsel:

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

To Defense Counsel:

Adrienne L. Conrad
Jackson Lewis P.C.
Ms. Adrienne L. Conrad Esq.
225 Broadway
Suite 2000
San Diego, CA 92101

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 sixty (60) days after the Settlement Administrator mails the Class Notice, a written objection to the Settlement which sets forth the grounds for the objection and the other information required by this paragraph. The objection should be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the objections to counsel for the Parties as follows:

To Class Counsel:

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

To Defense Counsel:

Adrienne L. Conrad
Jackson Lewis P.C.
Ms. Adrienne L. Conrad Esq.
225 Broadway
Suite 2000
San Diego, CA 92101

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

1 upon formally intervening, appear and argue at the Final Approval
2 Hearing. However, the objectors will be provided with the opportunity
3 to speak at the final approval hearing regardless of whether they have
4 filed an appearance or submitted a written opposition beforehand. If
5 the objecting Class Member does not formally intervene in the action
6 and/or the Court rejects the Class Member's objection, the Class
7 Member may still be bound by the terms of this Agreement.

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

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

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

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

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

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

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

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

28 12. The Court preliminarily approves Plaintiff's Class Representative Payment subject

1 to final review by the Court.

2 13. A Final Approval Hearing shall be held on _____ at _____**.m.** in the
3 Superior Court for the State of California, County of Riverside, located at Riverside Historic
4 Courthouse, 4050 Main Street, Riverside, CA 92501 to consider the fairness, adequacy and
5 reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval
6 Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class
7 Representative Payment to the Class Representative. The notice of motion and all briefs and
8 materials in support of the motion for final approval of class action settlement and motion for
9 attorneys' fees and litigation costs shall be served and filed with this Court on or before sixteen
10 (16) Court days before the Final Approval Hearing.

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

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

19 **IT IS SO ORDERED.**

20 DATED: _____

THE HONORABLE CRAIG RIEMER
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

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**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.
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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

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; attorneys' fees and costs; and any other claims arising out of or related to the Complaint, the First Amended Complaint and the Second Amended Complaint, from July 1, 2016 through <<the date of Preliminary Approval>>.

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

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

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

9. How can I opt out of this settlement?

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

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

10. Do I have a lawyer in this case?

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

11. How will the lawyers be paid?

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

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

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

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

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.

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

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

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

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

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

11 *Wise v. Springs Charter Schools, Inc.* Class Action Settlement Administrator

12 c/o _____

13 _____

14 _____

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

19 _____
20 (Typed or Printed Name)

21 _____
22 (Address)

23 _____
24 (City, State, Zip Code)

25 _____
26 (Telephone Number, Including Area Code)

27 _____
28 (Identification Number)

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

31 Dated: _____.

32 _____
33 (Signature)

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 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.

[] 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):

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

Executed on _____, 2022
(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