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

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

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

16 *Plaintiff(s),*

17 vs.

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

Defendants.

Case No. RIC2002359

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

Hearing Date: April 18, 2023
Hearing Time: 8:30 a.m.
Hearing Dept.: 1, The Honorable Craig
G. Riemer

Action filed: July 01, 2020
Trial Date:



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JENNIFER WISE and all others similarly situated



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

6
7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
9 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
10 has determined there is sufficient evidence to preliminarily determine that (a) the terms of the
11 Settlement appear to be fair, adequate, and reasonable to the Settlement Class and (b) the
12 Settlement falls within the range of reasonableness and appears to be presumptively valid,
13 subject only to any objections that may be raised at the final hearing and final approval by this
14 Court. The Court will make a determination at the hearing on the motion for final approval of
15 class action settlement (the "Final Approval Hearing") as to whether the Settlement is fair,
16 adequate and reasonable to the Settlement Class.
17
18

19 2. For purposes of this Preliminary Approval Order, the "Settlement Class" means
20 all persons who applied for employment with Defendants Springs Charter Schools, Inc., River
21 Springs Charter School, Inc., Empire Springs Charter School, Inc., Harbor Springs Charter
22 School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter School, Inc., and Pacific
23 Springs Charter School, Inc. (collectively, "Defendants") in California, were prospective
24 employees of Defendants in California, and/or who Defendants employed at any time between
25 July 1, 2016 through the date of Preliminary Approval (collectively "Class Members")),. Class
26 Members consist solely of such persons that attended one of Defendants' "pre-employment"
27
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1 meetings. The “Class Period” shall mean the period of time from July 1, 2016, through [INSERT
2 DATE OF PRELIMINARY APPROVAL]. Defendants estimated for purposes of mediation that
3 there are 1,176 Class Members for the period of July 1, 2016 through December 31, 2021. The
4 “Effective Final Settlement Date” of this Settlement will be when the final approval of the
5 settlement takes place or when judgment can no longer be appealed, or, if there are no objectors,
6 no parties in intervention at the time the court grants final approval of the settlement, and no
7 post judgment challenges to the judgment, ten (10) calendar days from the date the court enters
8 judgment granting final approval of the settlement. The occurrence of the Effective Final
9 Settlement Date is a prerequisite to any obligation of Defendants to pay any funds into the
10 Qualified Settlement Fund.
11

12
13 3. This action is provisionally certified pursuant to section 382 of the California
14 Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action
15 for purposes of settlement only with respect to the proposed Settlement Class.
16

17 4. The Court hereby preliminarily finds that the Settlement was the product of
18 serious, informed, non-collusive negotiations conducted at arm’s length by the Parties. In
19 making this preliminary finding, the Court considered the nature of the claims set forth in the
20 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the
21 allocation of Settlement proceeds to the Settlement Class, and the fact that the Settlement
22 represents a compromise of the Parties’ respective positions. The Court further preliminarily
23 finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant
24 preferential treatment to any individual Class Member. Accordingly, the Court preliminarily
25 finds that the Settlement was entered into in good faith.
26

27 5. The Court finds that the dates set forth in the Settlement for mailing and
28



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1 distribution of the Class Notice meet the requirements of due process and provide the best notice
2 practicable under the circumstances and constitute due and sufficient notice to all persons
3 entitled thereto, and directs the mailing of the Class Notice by first class mail to the Settlement
4 Class as set forth in the Settlement. Accordingly, the Court orders the following implementation
5 schedule for further proceedings:
6

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

13
14 b. **Mailing of Class Notice.** By approximately fifteen (15) days after issuance
15 of this order, or as soon thereafter as it can do so, the Settlement
16 Administrator will mail the Class Notice (Exhibit A), the Opt-Out Form
17 (Exhibit B), and the Objection Form (Exhibit C) to all identified Class
18 Members via first-class U.S. mail using the mailing address information
19 provided by Defendants, unless modified by any updated address information
20 that the Settlement Administrator obtains in the course of administration of
21 the Settlement.
22

23
24 c. **Returned Class Notice.** If a Class Notice is returned because of an incorrect
25 address, the Settlement Administrator will promptly, and not later than three
26 (3) business days from receipt of the returned Class Notice, search for a more
27 current address for the Class Member and re-mail the Class Notice to the
28



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1 Class Member. The Settlement Administrator will use the Class Members'
2 Data and otherwise work with Defendants' Counsel and Class Counsel to
3 find a more current address. The Settlement Administrator will be
4 responsible for taking reasonable steps, consistent with its agreed-upon job
5 parameters, court orders, and fee, to trace the mailing address of any Class
6 Member for whom a Class Notice is returned as undeliverable by the U.S.
7 Postal Service. These reasonable steps shall include the tracking of all
8 undelivered mail; performing address searches for all mail returned without
9 a forwarding address; and promptly re-mailing to Class Members for whom
10 new addresses are found. If the Class Notice is re-mailed, the Settlement
11 Administrator will note for its own records and notify Class Counsel and
12 Defendants' Counsel of the date and address of each such re-mailing as part
13 of a weekly status report provided to the Parties.
14
15
16

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

20 e. **Declaration of Settlement Administrator.** Not later than seven (7) days
21 after the Response Deadline, the Settlement Administrator will provide the
22 Parties for filing with the Court a declaration of due diligence setting forth
23 its compliance with its obligations under this Agreement. Prior to the Final
24 Approval Hearing, the Settlement Administrator will supplement its
25 declaration of due diligence if any material changes occur from the date of
26 the filing of its prior declaration.
27

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



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

4 i. **Request for Exclusion from Settlement.** A Class Member may
5 request to be excluded from the effect of this Agreement, though not
6 the PAGA Released Claims, and any payment of amounts under this
7 Agreement, though not the PAGA Payment, by timely mailing a letter
8 to the Settlement Administrator stating that the Class Member wants
9 to be excluded from this Action. This letter must include the Class
10 Member's name, address, telephone number, and signature. To be
11 valid and timely, the request to be excluded must be postmarked by
12 the date specified in the Class Notice 60 (sixty) days from the initial
13 mailing of the Class Notice by the Settlement Administrator). A Class
14 Member who properly submits a valid and timely request to be
15 excluded from the Action shall not receive any payment of any kind
16 in connection with this Agreement or this Action, shall not be bound
17 by or receive any benefit of this Agreement, and shall have no
18 standing to object to the Settlement. A request for exclusion must be
19 mailed to the Settlement Administrator at the address provided on the
20 Class Notice. The Settlement Administrator shall transmit the request
21 for exclusion 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, Esq.
Lara P. Besser, Esq.
Jaclyn M. Reinhart, Esq.
Jackson Lewis P.C.

225 Broadway

Ste 1800

San Diego, CA 92101-5050

ii. **Objections to Settlement.** The Class Notice will provide that any Class Member who does not request exclusion from the Action 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:

1.

To Class Counsel:

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

To Defense Counsel:

Adrienne L. Conrad, Esq.
Lara P. Besser, Esq.
Jaclyn M. Reinhart, Esq.
Jackson Lewis P.C.
225 Broadway, Ste 1800
San Diego, CA 92101-5050



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

12
13
14 If the objecting Class Member does not formally intervene in the
15 action and/or the Court rejects the Class Member's objection, the
16 Class Member may still be bound by the terms of this Agreement.

17
18 g. **Report.** Not later than fourteen (14) days after the deadline for submission
19 of requests for exclusion, disputes and objections, the Settlement
20 Administrator will provide the Parties with a complete and accurate list of all
21 Class Members who sent timely requests to be excluded from the Action and
22 all Class Members who objected to the settlement.

23
24 h. The Settlement Administrator shall file a declaration concurrently with the
25 filing of the motion for Final Approval, authenticating a copy of every
26 objection and exclusion form received by the Settlement Administrator.

27
28 6. The Court approves, as to form and content, the Class Notice, the Exclusion



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1 Request form, and the Objection form, attached as **Exhibit A, B, and C** to this Order.

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

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

9 9. The Court approves, for settlement purposes only, Jennifer Wise as the Class
10 Representative.
11

12 10. The Court approves Phoenix Settlement Administrators as the Settlement
13 Administrator.

14 11. The Court preliminarily approves the estimated Settlement Administrator costs
15 payable to the Settlement Administrator subject to final review by the Court.
16

17 12. A Final Approval Hearing shall be held on _____ at _____**.m.** in
18 Department 1 of the Superior Court for the State of California, County of Riverside, located at
19 the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 to consider the
20 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by
21 this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys'
22 fees and costs and the Class Representative Payment to the Class Representative. The notice of
23 motion and all briefs and materials in support of the motion for final approval of class action
24 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
25 Court on or before sixteen (16) Court days before the Final Approval Hearing.
26

27 13. If for any reason the Court does not execute and file a final approval order and
28



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1 judgment, or if the Effective Final Settlement Date, as defined in the Settlement, does not occur
2 for any reason, the proposed Settlement that is the subject of this order, and all evidence and
3 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
4 of the Parties to the litigation, as more specifically set forth in the Settlement.

5 14. The Court expressly reserves the right to adjourn or continue the Final Approval
6 Hearing from time to time without further notice to members of the Class. The Plaintiff shall
7 give prompt notice of any continuance to Settlement Class Members who object to the
8 Settlement.
9

10 **IT IS SO ORDERED.**
11

12
13 **DATE**

THE HONORABLE CRAIG RIEMER
CALIFORNIA SUPERIOR COURT



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EXHIBIT A

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

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

4 **As a person who applied for employment with, was a prospective employee of, and/or**
5 **were employed by Springs Charter Schools, Inc., River Springs Charter School, Inc.,**
6 **Empire Springs Charter School, Inc., Harbor Springs Charter School, Inc., Citrus**

7 CPT ID: <<CPT ID>>

8 Please provide current address (if different) here:

9 <<Name>>

10 <<Address1>>

11 <<Address2>>

12 <<City>>, <<State>> <<Zip
13 Code>>

14 **Springs Charter School, Inc., Vista Springs Charter School, Inc., or Pacific Springs**
15 **Charter School, Inc., and attended a pre-employment meeting with such entity, you may**
16 **be entitled to receive money from a class action settlement.**

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

19 YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION
20 SETTLEMENT IF YOU ARE A PERSON WHO APPLIED FOR EMPLOYMENT WITH,
21 WAS A PROSPECTIVE EMPLOYEE OF, AND/OR WERE EMPLOYED BY SPRINGS
22 CHARTER SCHOOLS, INC., RIVER SPRINGS CHARTER SCHOOL, INC., EMPIRE
23 SPRINGS CHARTER SCHOOL, INC., HARBOR SPRINGS CHARTER SCHOOL, INC.,
24 CITRUS SPRINGS CHARTER SCHOOL, INC., VISTA SPRINGS CHARTER SCHOOL,
25 INC., OR PACIFIC SPRINGS CHARTER SCHOOL, INC., AND ATTENDED A PRE-
26 EMPLOYMENT MEETING WITH SUCH ENTITY, BETWEEN JULY 21, 2016 AND <<THE
27 DATE THE COURT GRANTS PRELIMINARY APPROVAL OF THE SETTLEMENT>>.

- 28
- A proposed settlement of \$530,000.00 (the "Gross Settlement Amount") will be used to pay claims to: All persons who applied for employment with Defendants, were prospective employees of Defendants, or who were employed by Defendants, and attended one of Defendants' alleged pre-employment meetings during the "Class Period" of July 21, 2016 to <<the date the Court grants preliminary approval of the Settlement>> (the "Class Members"). The Gross Settlement Amount includes (a) expenses and fees of the Settlement Administrator up to \$10,000.00; (b) a Class Representative Payment of \$5,000.00 to the Plaintiff Jennifer Wise as the class representative; (c) attorneys' fees of up to \$176,666.67 and litigation expenses of up to \$15,000.00 to Class Counsel; and (d) \$4,000.00 allocated to settle claims brought pursuant to the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* ("PAGA") (75% of which will go to the California Labor & Workforce Development Agency ("LWDA") and 25% of which will go to Class Members). The Court must approve these payments at the Final Approval Hearing.
 - Defendants will pay their portion of payroll taxes as the Class Members' current or former employer separate and in addition to the GSA (including the employer's payment of

applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes and forward those amounts to Defendants for payment.

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

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

HOW MUCH WILL I GET?

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

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

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

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

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

2. What is the Action about?

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

3. Why is there a settlement?

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 of 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 Legal Aid at Work.

25 8. What am I releasing?

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

28 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 stated in
or based upon the facts alleged in the Complaint, the First Amended Complaint, the
Second Amended Complaint, and the Third Amended Complaint from July 1, 2016
through <<the date of Preliminary Approval>>.

The Released Parties are Defendants, and any of Defendants' respective officers,
directors, employees, and agents.

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

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

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

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

17 10. Do I have a lawyer in this case?

18 The Court has appointed David G. Spivak of the Spivak Law Firm, 8605 Santa Monica Bl, PMB
19 42554, West Hollywood, CA 90069, Telephone: (213) 725-9094, david@spivaklaw.com, and
20 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
21 lawyer, you may hire one at your own expense.

22 11. How will the lawyers be paid?

23 Class Counsel will ask the Court to award them fees of approximately 33 and 1/3% (one-third)
24 of the Gross Settlement Amount, estimated to be \$176,666.67. Class Counsel will also ask the
25 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.

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

27

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

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

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

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

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

25 No. Class Counsel will answer any questions that the Court may have. But, you are welcome to
26 come at your own expense. If you sent an objection, you do not have to come to Court to talk
27 about it. As long as you timely mailed your written objection, the Court will consider it. You
28 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

1 You can find the following documents at www. [\[administrator website\]](http://www.).com:
2

- 3 a. The First Amended Joint Stipulation and Settlement Agreement filed with the
4 Court on April 10, 2023.
- 5 b. The Court's Order Preliminarily Approving the First Amended Joint Stipulation
6 and Settlement Agreement submitted with the Court on April 10, 2023.
- 7 c. Notice of Proposed Class Action Settlement and Hearing Date for Court Approval
8 filed with the Court on April 10, 2023.
- 9 d. The Election Not to Participate in Settlement form filed with the Court on April
10 10, 2023.
- 11 e. The Objection form filed with the Court on April 10, 2023.
- 12 f. The Motion for Preliminary Approval of the Joint Stipulation and Settlement
13 Agreement filed with the Court on October 3, 2022.
- 14 g. The Declaration of David Spivak in support of the Motion for Preliminary
15 Approval of the Joint Stipulation and Settlement Agreement filed with the Court
16 on October 3, 2022.
- 17 h. The Declaration of Walter Haines in support of the Motion for Preliminary
18 Approval of the Joint Stipulation and Settlement Agreement filed with the Court
19 on October 3, 2022.
- 20 i. The Declaration of Lara Besser in support of the Motion for Preliminary Approval
21 of the Joint Stipulation and Settlement Agreement filed with the Court on October
22 3, 2022.
- 23 j. The Declaration of Michael Moore on Behalf of Administrator with Respect to
24 Qualifications of Class Administration filed with the Court on October 3, 2022.
- 25 k. The Declaration of Joan Graff (Legal Aid at Work) filed with the Court on
26 October 3, 2022.
- 27 l. The Supplemental Briefing in support of the Motion for Preliminary Approval of
28 the First Amended Joint Stipulation and Settlement Agreement filed with the
Court on April 10, 2023.
- m. The Supplemental Declaration of David Spivak in support of the Supplemental
Briefing for the Motion for Preliminary Approval of the First Amended Joint
Stipulation and Settlement Agreement filed with the Court on April 10, 2023.

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

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

6 You can also access the Riverside County Superior Court's Online Services at
7 [https://www._____](https://www._____.), or by visiting the Clerk's Office at the Riverside County
8 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.

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

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EXHIBIT B

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

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

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

Wise v. Springs Charter Schools, Inc. Class Action Settlement Administrator
c/o _____

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

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

Dated: _____ . _____
(Signature)

EXHIBIT C

1 **OBJECTION FORM**

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

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

7 <<Name>>

<<Address1>>

<<Address2>>

8 <<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

9
10 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
11 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
12 **YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS**
13 **FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST**
14 **CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS**
15 **POSTMARKED ON OR BEFORE <<DATE>>. THE ADDRESS FOR THE**
16 **SETTLEMENT ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

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

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

27 [] I OBJECT to the *Jennifer Wise v. Springs Charter Schools, Inc.* Settlement on the following
28 grounds (if additional space necessary, please include additional sheets of paper):

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

3 _____
4 _____
5 _____
6 _____
7 _____

8 Executed on _____, 2023

9 _____
(Signature)

10 <<Name>>

11 _____
(Printed Name)

12
13 MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
14 POSTMARKED NOT LATER THAN [DATE]:

4883-208

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