

DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
THE SPIVAK LAW FIRM
8605 Santa Monica Blvd., PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094
Facsimile: (213) 634-2485

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd. PMB 63354
West Hollywood, CA 90069
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

Attorneys for Plaintiff,
JENNIFER WISE, and all others similarly situated

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

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

Plaintiff(s),

vs.

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

Defendants.

Case No. RIC2002359

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
THE SECOND AMENDED CLASS
ACTION SETTLEMENT**

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

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

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

8 1. The Court grants preliminary approval of the Settlement and the Settlement Class
9 based upon the terms set forth in the Second Amended Settlement Agreement attached as
10 Exhibit 25 to the Amended Declaration of David Spivak in Support of the Renewed Motion for
11 Preliminary Approval, filed on June 23, 2023. All terms herein shall have the same meaning as
12 defined in the Second Amended Settlement Agreement. The Court will make a determination at
13 the hearing on the motion for final approval of class action settlement (the “Final Approval
14 Hearing”) as to whether the Settlement is fair, adequate and reasonable to the Settlement Class.

16 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
17 all persons who attended “pre-employment” meetings with Defendants Springs Charter Schools,
18 Inc., River Springs Charter School, Inc., Empire Springs Charter School, Inc., Harbor Springs
19 Charter School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter School, Inc.,
20 and Pacific Springs Charter School, Inc. (collectively, “Defendants”) in California at any time
21 between July 1, 2016 through the date of Preliminary Approval (collectively “Class Members”).
22 The “Class Period” shall mean the period of time from July 1, 2016, through <<INSERT DATE
23 OF PRELIMINARY APPROVAL>>. Defendants estimated for purposes of mediation that
24 there are 1,176 Class Members for the period of July 1, 2016 through December 31, 2021. The
25 “Effective Final Settlement Date” of this Second Amended Settlement will be when the final
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1 approval of the settlement takes place or when judgment can no longer be appealed, or, if there
2 are no objectors, no parties in intervention at the time the court grants final approval of the
3 settlement, and no post judgment challenges to the judgment, ten (10) calendar days from the
4 date the court enters judgment granting final approval of the settlement. The occurrence of the
5 Effective Final Settlement Date is a prerequisite to any obligation of Defendants to pay any
6 funds into the Qualified Settlement Fund.
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8 3. This action is provisionally certified pursuant to section 382 of the California
9 Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action
10 for purposes of settlement only with respect to the proposed Settlement Class.

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

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

- 3 a. Within ten (10) calendar days after entry of this order, Defendants shall
4 provide Phoenix Settlement Administrators, the appointed Settlement
5 Administrator, with an electronic database, which will list for each
6 Settlement Class Member: (1) first and last name; (2) last known mailing
7 address; (3) last known telephone numbers; and (4) social security number
8 (collectively “Database”). If any or all of this information is unavailable to
9 Defendants, Defendants will so inform Class Counsel and the Parties will
10 make their best efforts to reconstruct or otherwise agree upon how to deal
11 with the unavailable information. The Settlement Administrator will conduct
12 a skip trace for the address of all former employee Class Members. The
13 Database shall be based on Defendants’ payroll, personnel, and other
14 business records. The Settlement Administrator shall maintain the Database
15 and all data contained within the Database as private and confidential. The
16 Parties agree the Settlement Class Members’ contact information and Social
17 Security numbers will be used only by the Settlement Administrator for the
18 sole purpose of effectuating the Settlement, and will not be provided to Class
19 Counsel at any time or in any form. If the Class Notice is re-mailed, the
20 Settlement Administrator will note for its own records and notify Class
21 Counsel and Defendants’ Counsel of the date and address of each such re-
22 mailing as part of a weekly status report provided to the Parties. The
23 Settlement Administrator shall file a declaration concurrently with the filing

1 of any motion for final approval, authenticating a copy of every exclusion
2 form received by the Settlement Administrator.

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

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

5
6 d. **Declaration of Settlement Administrator.** Not later than seven (7) days
7 after the Response Deadline, the Settlement Administrator will provide the
8 Parties for filing with the Court a declaration of due diligence setting forth
9 its compliance with its obligations under this Agreement. Prior to the Final
10 Approval Hearing, the Settlement Administrator will supplement its
11 declaration of due diligence if any material changes occur from the date of
12 the filing of its prior declaration.

13
14 e. **Requests for Exclusion from Settlement; and Objections to Settlement**
15 **(Response Deadline).** Class Members may submit requests to be excluded
16 from the effect of the Second Amended Settlement, or objections to the
17 Second Amended Settlement, pursuant to the following procedures:

18 i. **Request for Exclusion from Settlement.** A Class Member may
19 request to be excluded from the effect of this Agreement, though not
20 the PAGA Released Claims, and any payment of amounts under this
21 Agreement, though not the PAGA Payment, by timely mailing a
22 letter to the Settlement Administrator stating that the Class Member
23 wants to be excluded from this Action. This letter must include the
24 Class Member's name, address, telephone number, and signature.
25
26 The Settlement Class Members will have Sixty (60) days from the
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1 date of the mailing in which to postmark requests for exclusion from
2 the Settlement. A request for exclusion must be mailed to the
3 Settlement Administrator at the address provided on the Class
4 Notice. The Settlement Administrator shall transmit the request for
5 exclusion to counsel for the Parties as follows:
6

7
8 *To Class Counsel:*

9 David G. Spivak, Esq.
10 The Spivak Law Firm
11 8605 Santa Monica Bl
12 PMB 42554
13 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

14 ii. **Objections to Settlement.** The Class Notice will provide that any
15 Class Member who does not request exclusion from the Settlement
16 and who wishes to object to the Second Amended Settlement should
17 submit an objection in writing to the Settlement Administrator within
18 (sixty) 60 days after the Settlement Administrator mails the Class
19 Notice, a written objection to the Settlement which sets forth the
20 grounds for the objection and the other information required by this
21 paragraph. The objection should be mailed to the Settlement
22 Administrator at the address provided on the Class Notice. The
23 Settlement Administrator shall transmit the objections to counsel for
24 the Parties as follows:
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Adrienne L. Conrad, Esq.
Lara P. Besser, Esq.
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225 Broadway
Ste 1800
San Diego, CA 92101-5050

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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. However, Class Members will be provided with the opportunity to speak at the final approval hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand. If the objecting Class Member does not formally intervene in the action and/or the Court rejects the Class Member's objection, the Class Member may still be bound by the terms of this Agreement.

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

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

1 h. **Duties of the Settlement Administrator.** The Settlement Administrator
2 shall be responsible for preparing, printing, and mailing the Notice to the
3 Settlement Class Members; keeping track of any objections or requests for
4 exclusion from Settlement Class Members; performing skip traces and
5 re-mailing Notices and Individual Settlement Shares to Settlement Class
6 Members; calculating any and all payroll tax deductions as required by law;
7 calculating each Settlement Class Member's Individual Settlement Share;
8 providing weekly status reports to Defendants' Counsel and Class Counsel,
9 which is to include updates on any objections or requests for exclusion that
10 have been received; providing Defendants' Counsel and Class Counsel with
11 a settlement timeline of events (i.e. expected dates for receiving class data,
12 notice mailing, response deadline, funding of settlement, disbursement of
13 settlement, uncashed check expiration date, and deposit of uncashed funds to
14 the state Legal Aid at Work); providing updates to Defendants' Counsel and
15 Class Counsel regarding the funding and disbursement of the Gross
16 Settlement Amount; providing a due diligence declaration for submission to
17 the Court prior to the Final Approval hearing; mailing Individual Settlement
18 Shares to Participating Class Members; calculating and mailing the PAGA
19 Payment to the LWDA; distributing the Attorney Fee Award and Cost Award
20 to Class Counsel; printing and providing Class Members and Plaintiff with
21 W-2s and 1099 forms as required under this Agreement and applicable law;
22 providing a due diligence declaration for submission to the Superior Court
23 upon the completion of the Settlement; providing any funds remaining in the
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1 Gross Settlement Amount as a result of uncashed checks to Legal Aid at
2 Work; and for such other tasks as the Parties mutually agree.

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

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7 7. 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 8. The Court approves, for settlement purposes only, Jennifer Wise as the Class
10 Representative.

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

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

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16 11. A Final Approval Hearing shall be held on _____ at _____**.m.** in
17 Department 1 of the Superior Court for the State of California, County of Riverside, located at
18 the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 to consider the
19 fairness, adequacy and reasonableness of the proposed Second Amended Settlement
20 preliminarily approved by this Preliminary Approval Order, and to consider the application of
21 Class Counsel for attorneys' fees and costs and the Class Representative General Release
22 Payment to the Class Representative. The notice of motion and all briefs and materials in support
23 of the motion for final approval of class action settlement and motion for attorneys' fees and
24 litigation costs shall be served and filed with this Court on or before sixteen (16) Court days
25 before the Final Approval Hearing.
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1 12. If for any reason the Court does not execute and file a final approval order and
2 judgment, or if the Effective Final Settlement Date, as defined in the Second Amended
3 Settlement, does not occur for any reason, the proposed Settlement that is the subject of this
4 order, and all evidence and proceedings had in connection therewith, shall be without prejudice
5 to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the
6 Second Amended Settlement.
7

8 13. The Court expressly reserves the right to adjourn or continue the Final Approval
9 Hearing from time to time without further notice to members of the Class. The Plaintiff shall
10 give prompt notice of any continuance to Settlement Class Members who object to the Second
11 Amended Settlement.
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13 **IT IS SO ORDERED.**
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15 _____
16 **DATE**

15 _____
16 **THE HONORABLE CRAIG RIEMER**
17 **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.* Case No. RIC2002359

4 **As a person who attended a pre-employment meeting with Springs Charter Schools, Inc.,**
5 **River Springs Charter School, Inc., Empire Springs Charter School, Inc., Harbor**
6 **Springs Charter School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter**

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 **School, Inc., or Pacific Springs Charter School, Inc., you may be entitled to receive**
15 **money from a class action settlement.**

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

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

- 26 • A proposed settlement of \$530,000.00 (the “Gross Settlement Amount”) will be used to pay
27 claims to: All persons who attended one of Defendants’ alleged pre-employment meetings
28 during the “Class Period” of July 21, 2016 to <<the date the Court grants preliminary
approval of the Settlement>> (the “Class Members”). The Gross Settlement Amount includes
(a) expenses and fees of the Settlement Administrator up to \$10,000.00; (b) a Class
Representative Payment of \$5,000.00 to the Plaintiff Jennifer Wise as the class
representative; (c) attorneys’ fees of up to \$176,666.67 and litigation expenses of up to
\$15,000.00 to Class Counsel; and (d) \$4,000.00 allocated to settle claims brought pursuant
to the Private Attorneys General Act, starting at California Labor Code Section 2698
(“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.* Case No. RIC2002359 (the “Action”) for Defendants’ alleged failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to reimburse for preemployment testing, failure to maintain required payroll records, and other legal consequences that would follow from these failures, including claims under California’s Business & Professions Code and PAGA. This settlement avoids the costs and risks from continuing the Action, pays money to persons like you, and releases Defendants from alleged liability.
- The Court has not made a determination of the validity of the claims in the Action. Defendants deny any and all liability arising from any of the claims and contend that they are not responsible for a failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to reimburse for preemployment testing, failure to timely pay wages, failure to maintain required payroll records, or related wrongs, and fully complied with all applicable laws.
- Each Participating Class Member will receive an equal share of the Net Settlement Amount. The value of each Class Member’s Individual Settlement Share ties directly to the one day they attended an alleged “pre-employment” meeting.
- Each Aggrieved Employee will receive an equal share of the Aggrieved Employees Amount. The value of each Aggrieved Employee’s Individual PAGA Payment Share ties directly to the one day they attended an alleged “pre-employment” meeting during the PAGA Period.

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

HOW MUCH WILL I GET?

It is expected that you will receive an Individual Settlement Share of approximately <<Individual Settlement Share amount>> from this Settlement. You will also receive an Individual PAGA Payment Share of approximately <<Individual PAGA Payment Share amount>> from this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.
OPT OUT	Receive no payment and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Action. However, you may not opt out of the PAGA Released Claims.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court.
DISPUTE THE CALCULATION	If you feel that you deserve a higher individual settlement amount under the settlement agreement, you may dispute the Settlement Administrator's calculation by writing to the Settlement Administrator.
ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court and talk to the Court about the Settlement, but you are not required to attend.

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 sections
12 1030, 1031 and 1034. The Plaintiff and Class Counsel believe that the proposed settlement is
13 fair and reasonable and is in the best interest of the Class Members.

14 The Court has determined only that there is sufficient evidence to suggest that the proposed
15 settlement is fair, adequate, and reasonable, and that any final determination of any possible
16 issues will be 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 and costs are taken as set forth under the Settlement Agreement, which is available
for review (attached as Exhibit 25 to the Amended Declaration of David Spivak in Support of
the Renewed Motion for Preliminary Approval, filed on June 23, 2023, in Riverside Superior
Court, <https://www.riverside.courts.ca.gov>), the remainder will be used to pay Class Members
an equal payment based on the number of Class Members (“Pro-Rata Share”).

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

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

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

16 7. When would I get my payment?

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

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

26 8. What am I releasing?

27 The Released Claims are all claims stated in and based on the facts alleged in the Complaint, the
28 First Amended Complaint, the Second Amended Complaint, the Third Amended Complaint, and
the Fourth Amended Complaint from July 1, 2016 through the date of preliminary court approval
of the settlement. The PAGA Released Claims are all claims stated in or based upon the facts
alleged in the Complaint, the First Amended Complaint, the Second Amended Complaint, the
Third Amended Complaint, and the Fourth Amended Complaint, under PAGA from April 29,
2019 through the date of preliminary court approval of the settlement.

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

As of the Effective Final Settlement Date, Class Members who do not submit a timely
and valid request for exclusion release the Defendants and any of Defendants'

1 respective officers, directors, employees, and agents (the “Released Parties”) from the
2 Released Claims. Participating Class Members agree not to sue or otherwise make a
3 claim in any forum against any of the Released Parties for any of the Released Claims.

4 Class members who do not opt out of the settlement will release all claims stated in
5 or based upon the facts alleged in the Complaint, the First Amended Complaint, the
6 Second Amended Complaint, the Third Amended Complaint, and the Fourth
7 Amended Complaint from July 1, 2016 through <<the date of Preliminary
8 Approval>>.

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

11 You cannot request exclusion from the PAGA Released Claims.

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

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

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

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

33 The Court has appointed David G. Spivak of the Spivak Law Firm, 8605 Santa Monica Bl, PMB
34 42554, West Hollywood, CA 90069, Telephone: (213) 725-9094, david@spivaklaw.com, and
35 Walter L. Haines of United Employees Law Group to represent you and other Class Members in
36 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 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 by the Court, even if they have not previously served a written objection.

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

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

14. Do I have to come to the hearing?

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

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

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

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

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

8 **GETTING MORE INFORMATION**

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

- 10 a. The Second Amended Joint Stipulation and Settlement Agreement filed with the
11 Court on June 23, 2023, and attached as Exhibit 25 to the Declaration of David
12 Spivak.
- 13 b. The Court's Order Preliminarily Approving the Second Amended Joint
14 Stipulation and Settlement Agreement dated June 23, 2023.
- 15 c. Notice of Proposed Class Action Settlement and Hearing Date for Court Approval
16 filed with the Court on June 23, 2023.
- 17 d. The Election Not to Participate in Settlement form filed with the Court on June
18 23, 2023.
- 19 e. The Objection form filed with the Court on June 23, 2023.
- 20 f. The Motion for Preliminary Approval of the Joint Stipulation and Settlement
21 Agreement filed with the Court on October 3, 2022.
- 22 g. The Declaration of David Spivak in support of the Motion for Preliminary
23 Approval of the Joint Stipulation and Settlement Agreement filed with the Court
24 on October 3, 2022.
- 25 h. The Declaration of Walter Haines in support of the Motion for Preliminary
26 Approval of the Joint Stipulation and Settlement Agreement filed with the Court
27 on October 3, 2022.
- 28 i. The Declaration of Lara Besser in support of the Motion for Preliminary Approval
of the Joint Stipulation and Settlement Agreement filed with the Court on October
3, 2022.

- 1 j. The Declaration of Michael Moore on Behalf of Administrator with Respect to
2 Qualifications of Class Administration filed with the Court on October 3, 2022.
- 3 k. The Declaration of Joan Graff (Legal Aid at Work) filed with the Court on
4 October 3, 2022.
- 5 l. The Supplemental Briefing in support of the Motion for Preliminary Approval of
6 the First Amended Joint Stipulation and Settlement Agreement filed with the
7 Court on April 10, 2023.
- 8 m. The Supplemental Declaration of David Spivak in support of the Supplemental
9 Briefing for the Motion for Preliminary Approval of the First Amended Joint
10 Stipulation and Settlement Agreement filed with the Court on April 10, 2023.
- 11 n. The Supplemental Declaration of Walter Haines in Support of the Supplemental
12 Briefing for the Motion for Preliminary Approval of the First Amended Joint
13 Stipulation and Settlement Agreement filed with the Court on April 10, 2023.
- 14 o. The Supplemental Briefing in support of the Renewed Motion for Preliminary
15 Approval of the Second Amended Joint Stipulation and Settlement Agreement
16 filed with the Court on June 23, 2023.
- 17 p. The Amended Declaration of David Spivak in support of the Supplemental
18 Briefing for the Renewed Motion for Preliminary Approval of the Second
19 Amended Joint Stipulation and Settlement Agreement filed with the Court on
20 June 23, 2023.
- 21 q. The Amended Declaration of Walter Haines in support of the Supplemental
22 Briefing for the Renewed Motion for Preliminary Approval of the Second
23 Amended Joint Stipulation and Settlement Agreement filed with the Court on
24 June 23, 2023.
- 25 r. The Supplemental Declaration of Lara Besser in support of the Renewed Motion
26 for Preliminary Approval of the Joint Stipulation and Settlement Agreement filed
27 with the Court on June 23, 2023.
- 28

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

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

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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.**

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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, OR ONE LIKE IT, AND MAIL IT TO
THE ADDRESS BELOW, POSTMARKED NOT LATER THAN <<RESPONSE
DEADLINE>>:**

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

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and **not** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that I cannot opt-out of the PAGA Released Claims and will receive my pro-rata share of the PAGA Penalties whether or not I opt out of the Settlement.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

Dated: _____
(Signature)

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EXHIBIT C

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OBJECTION FORM

Jennifer Wise v. Springs Charter Schools, Inc.
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 SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<DATE>>. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

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

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing whether or not you submit a timely objection.

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

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

(Signature)

<<Name>>

(Printed Name)

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

15 *JENNIFER WISE V. SPRINGS CHARTER SCHOOLS, INC.*
16 (XXX) XXX-XXXX
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