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JENNIFER WISE, and all others similarly situated

(Additional counsel for Plaintiff on the following page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(UNLIMITED JURISDICTION)

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

Plaintiff(s),

vs.

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

Defendant(s).

Case No.: RIC2002359

~~PROPOSED~~ FINAL ORDER AND JUDGMENT APPROVING CLASS SETTLEMENT

Action filed: 7/1/2020

Hearing Date: 1/4/2024, 8:30 a.m.

Dept: 1, The Hon. Harold W. Hopp



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1 This matter came on for hearing on January 4, 2024, at 8:30 a.m. in Department 1 of the
2 above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the Second Amended Joint
4 Stipulation and Settlement Agreement (the "Settlement")¹ filed herewith which provides for a
5 Gross Settlement Amount ("GSA") of \$530,000.00 in compromise of all disputed claims on
6 behalf of all persons who attended one of Defendants' "pre-employment" meetings in California
7 at any time between July 1, 2016 through the date of preliminary approval. Defendants are
8 Springs Charter Schools, Inc., River Springs Charter School, Inc., Empire Springs Charter
9 School, Inc., Harbor Springs Charter School, Inc., Citrus Springs Charter School, Inc., Vista
10 Springs Charter School, Inc., and Pacific Springs Charter School, Inc. (collectively
11 "Defendants"). The "Class Period" means the period of time from July 21, 2016 through July 27,
12 2023. All capitalized terms used herein shall have the same meaning as defined in the Settlement.

13 In accordance with the Court's prior ruling granting Preliminary Approval of Class
14 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
15 opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
16 received and considered the Settlement, the supporting papers filed by the Parties, and the
17 evidence and argument received by the Court in conjunction with the motions for preliminary
18 and final approval of the Settlement, the Court grants final approval of the Settlement and
19 HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
20 DETERMINATIONS:

21 1. The Court has jurisdiction over the subject matter of the Action and over all
22 Parties to the Action, including all Class Members who did not request to be excluded from the
23 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of Class
24 Action Settlement of July 27, 2023, the notice packet was sent to each Class Member by First
25 Class U.S. mail. The notice packet informed Class Members of the terms of the Settlement, their

26 ¹ The Second Amended Joint Stipulation and Settlement Agreement is attached as Sub-Exhibit 25
27 to Exhibit M to the Declaration of David Spivak, which was submitted with Plaintiff's Motion for
28 Final Approval of Class Action Settlement on October 31, 2023.

1 right to receive their proportional share of the Settlement, their right to request exclusion, their
2 right to comment upon or object to the Settlement, and their right to appear in person or by
3 counsel at the final approval hearing and be heard regarding final approval of the Settlement.
4 Adequate periods of time were provided by each of these procedures. No member of the Class
5 presented written objections to the proposed Settlement as part of this notice process, stated an
6 intention to appear, or actually appeared at the final approval hearing.

7 2. For purposes of this Settlement, the “Settlement Class” means all persons who
8 attended “pre-employment” meetings with Defendants Springs Charter Schools, Inc., River
9 Springs Charter School, Inc., Empire Springs Charter School, Inc., Harbor Springs Charter
10 School, Inc., Citrus Springs Charter School, Inc., Vista Springs Charter School, Inc., and Pacific
11 Springs Charter School, Inc. (collectively, “Defendants”) in California at any time during the
12 Class Period.

13 3. The Court finds and determines that the notice procedure afforded adequate
14 protections to Class Members and provides the basis for the Court to make an informed decision
15 regarding final approval of the Settlement based on the responses of Class Members. The Court
16 finds and determines that the notice provided in this case was the best notice practicable, which
17 satisfied the requirements of law and due process as to all persons entitled to such notice.

18 4. **Release by Plaintiff and Class Members.** As of the Effective Final Settlement
19 Date, Class Members who do not submit a timely and valid request for exclusion release the
20 Released Parties from the Released Claims. Participating Class Members agree not to sue or
21 otherwise make a claim in any forum against any of the Released Parties for any of the Released
22 Claims. Also as of the Effective Final Settlement Date, Aggrieved Employees release the
23 Released Parties from the PAGA Released Claims.

24 Putative class members who do not opt out of the settlement will release all claims stated
25 in or based upon the facts alleged in the Complaint, the First Amended Complaint, the Second
26 Amended Complaint, Third Amended Complaint, and the Fourth Amended Complaint, from July
27 1, 2016 through July 27, 2023.. (the “Released Claims”). Settlement, ¶ I.JJ.



1 The Released Parties include Defendants and any of Defendants' respective officers,
2 directors, employees, and agents. Settlement, ¶ I.KK.

3 5. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
5 provisions of the Settlement, including the release of claims contained therein, should be and
6 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
7 according to its terms. As of the Effective Final Settlement Date of Settlement, and for the
8 duration of the Class Period, all Class Members are hereby deemed to have waived and released
9 all Released Claims and are forever barred and enjoined from prosecuting the Released Claims
10 against the Released Parties as fully set forth in the Settlement. No objections were received by
11 the Parties or the Court through the date of this Final Order and Judgment. The Court finds that
12 6 Class Member(s)—Sara Bailey, Candace Davis, Tanya Gillick, Elizabeth Keschner, Adelma
13 Molina Carranza, and Myisha Partridge—submitted a request for exclusion from the Settlement
14 as determined by the Settlement Administrator and therefore is/are not in the Settlement Class.

15 6. The Court finds and determines that (a) the Individual Settlement Shares to be
16 paid to Participating Class Members and (b) the \$3,000.00 payment to the LWDA for the PAGA
17 penalty under the California Labor Code Private Attorneys General Act of 2004, as amended,
18 California Labor Code sections 2699 et seq., as provided for by the Settlement are fair and
19 reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts
20 be made to the Participating Class Members and to the California Labor & Workforce
21 Development Agency, in accordance with the terms of the Settlement.

22 7. The Court further grants final approval to and orders that the following payments
23 be made in accordance with the terms of the Settlement:

24 a. An Attorney Fee Award in the amount of \$176,666.67 for attorney's fees
25 and a Cost Award in the amount of \$13,304.90 to Class Counsel;

26 b. \$5,000.00 as a Class Representative General Release Payment payable to
27 Plaintiff Jennifer Wise for her service as the class representative;

1 c. \$10,000.00 in Administration Costs payable to Phoenix Settlement
2 Administrators for its services as the Settlement Administrator;

3 d. Payment of \$3,000.00 (75% of the \$4,000.00 PAGA penalty) to the
4 LWDA; and

5 e. Employer-side payroll taxes (to be paid in addition to the Gross Settlement
6 Amount) by Defendant.

7 8. The settlement administration shall proceed as directed in the Settlement, and no
8 payments pursuant to the Settlement shall be distributed until after the Effective Final Settlement
9 Date. Without affecting the finality of this Final Order and Judgment in any way, the Court retains
10 jurisdiction of all matters relating to the interpretation, administration, implementation,
11 effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to
12 California Rule of Court 3.769(h).

13 9. Within 10 calendar days of the Effective Final Settlement Date, Defendants shall
14 deposit the Settlement proceeds in an account designated by the Settlement Administrator: (i) the
15 total amount of all Individual Settlement Shares to Participating Class Members, (ii) the Court
16 approved Class Counsel fees & costs, (iii) the Court-approved Class Representative General
17 Release Payment, (iv) the Court-approved costs of the Settlement Administrator, and (v) the
18 payment to the LWDA. Defendants shall also pay their share of the employer-side payroll taxes
19 in addition to the GSA.

20 10. Defendants' payment of such sums shall be the sole financial obligation of
21 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
22 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
23 expenses.

24 11. The Settlement Administrator shall ensure that any envelope transmitting the
25 Individual Settlement Share checks to the Participating Class Members shall bear the notation:
26 "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED".

27 12. Participating Class Members must cash or deposit their Individual Settlement
28



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1 Share checks within one hundred and twenty (120) calendar days after the checks are mailed to
2 them. If any checks are not redeemed or deposited within sixty (60) calendar days after mailing,
3 the Settlement Administrator will send a reminder postcard indicating that unless the check is
4 redeemed or deposited in the next sixty (60) days, it will expire and become non-negotiable, and
5 offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not
6 deposited by the expiration of the 60-day period after mailing the reminder notice, the Settlement
7 Administrator will, within one hundred and eighty (180) calendar days after the checks are
8 mailed, cancel the checks. All funds associated with the Individual Settlement Share and
9 Individual PAGA Payment Share checks returned as undeliverable and funds associated with
10 those Individual Settlement Share and Individual PAGA Payment Share checks remaining un-
11 cashed, shall be distributed by the Settlement Administrator, to Legal Aid at Work.

12 13. The Parties shall file a final accounting report by December 27, 2024. A
13 nonappearance case review re submission of a final report is scheduled for January 6, 2025, at
14 8:30 a.m. in Department 1.

15 14. Nothing in this Final Order and Judgment shall preclude any action to enforce the
16 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
17 deposit funds for distribution by the Settlement Administrator to participating Class Members in
18 accordance with the Settlement.

19 15. The Court hereby enters final Judgment in this case in accordance with the terms
20 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
21 and this Final Order and Judgment.

22 16. The Parties are hereby ordered to comply with the terms of the Settlement.

23 17. The Parties shall bear their own costs and attorneys' fees except as otherwise
24 provided by the Settlement and this Final Order and Judgment.

25 18. The Settlement is not an admission by Defendants nor is this Final Order and
26 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
27 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used



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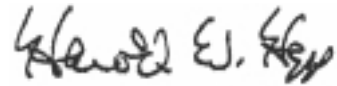
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1 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
2 and Judgment, Settlement, any document referred to herein, any exhibit to any document referred
3 to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related
4 to the Settlement are to be construed as, or deemed to be evidence of, or an admission or
5 concession with regard to, the denials or defenses of Defendants, and shall not be offered in
6 evidence in any proceeding against the Parties hereto in any Court, administrative agency, or
7 other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order
8 and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other
9 papers and records on file in the Action may be filed in this Court or in any other litigation as
10 evidence of the settlement by Defendants to support a defense of res judicata, collateral estoppel,
11 release, or other theory of claim or issue preclusion or similar defense as to the Released Claims
12 and the PAGA Released Claims.

13 19. This document shall constitute a Judgment for purposes of California Rule of
14 Court 3.769(h).

15 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

16 01/18/2024
17 Date: _____



18 **THE HONORABLE HAROLD W. HOPP**
19 **JUDGE OF THE SUPERIOR COURT**



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