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VENTURA SUPERIOR COURT

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF VENTURA**

KIMBERLY KIPP and TIYANNA
GRAVES, as individuals and on behalf of all
others similarly situated,

Plaintiff,

v.

KINDER CARE EDUCATION LLC, a
Limited Liability Company; and DOES 1
through 50, Inclusive,

Defendants.

Case No. 56-2021-00556612-CU-OE-VTA

*[Case assigned for all purposes to the Hon.
Benjamin F. Coats, Dept. 43]*

**AMENDED ~~[PROPOSED]~~ ORDER
APPROVING PAGA SETTLEMENT AND
JUDGMENT**

Hearing Date: July 21, 2022
Hearing Time: 8:30 a.m.

Judge: Hon. Benjamin F. Coats
Dept.: 43

Trial Date: Not Set

VENTURA
SUPERIOR COURT
FILED

JUL 29 2022

BRENDA L. McCORMICK
Executive Officer and Clerk
By: _____, Deputy

RACHEL JACOBS

1 Plaintiffs Kimberly Kipp and Tiyanne Graves ("Plaintiffs") move for approval of the
2 settlement of Plaintiffs' claims under the California Labor Code Private Attorneys General Act
3 ("PAGA"), pursuant to California Labor Code § 2699(1), against Defendant Kindercare Education
4 LLC ("Defendant").

5 Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in
6 this action and are authorized to act as private attorneys general with respect to the PAGA claims being
7 released under the terms of the PAGA Settlement Agreement ("Settlement Agreement"). The
8 California Labor Workforce Development Agency was provided with notice of the Settlement and the
9 motion for approval of the PAGA settlement via its online process and no objection has been received
10 to the settlement or the motion from the Labor Workforce Development Agency.

11 The Parties seek approval of the settlement of Plaintiffs' PAGA claims and the PAGA Fund
12 payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
13 with the Court. The settlement initially provides for a Gross Settlement Amount in the total sum of
14 \$345,000, which is subject to a Pro Rata Increase of 9.27% pursuant to paragraph 6 of the Parties'
15 Settlement Agreement. The Pro Rata Increase results in a final Gross Settlement Amount of
16 \$376,981.50, which includes the PAGA Fund payment, the Settlement Administration Costs (not to
17 exceed \$22,500), PAGA Counsel's Attorneys' Fees in the amount of \$125,660.50 (33 and 1/3 % of
18 the Gross Settlement Amount), PAGA Counsel's Attorneys' Expenses in the amount of \$22,856.40,
19 and PAGA service awards in the amount of \$10,000 to each of the two named Plaintiffs. The PAGA
20 Fund payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction
21 of Settlement Administration Costs, Attorneys' Fees and Attorneys' Expenses, and PAGA Service
22 Awards, shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in
23 the Labor Code, of which 75% of the payment will be paid to the LWDA and 25% will be paid to the
24 Aggrieved Employees.

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,
26 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiffs' motion and approves the
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1 PAGA settlement as set forth in the Settlement Agreement and the PAGA Fund Payment, which shall
2 be allocated and paid out as set forth in the Settlement Agreement.

3 The "Aggrieved Employees" are defined as all individuals who are or were employed by
4 KinderCare who were classified as non-exempt employees within the State of California during the
5 PAGA Period. The PAGA Period is the time period from January 1, 2020 to April 30, 2022. The
6 Aggrieved Employees are estimated to consist of 6,987 individuals.

7 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties shall
8 be entitled to a release of the Plaintiffs' Representative PAGA Claims. The "Plaintiffs' Representative
9 PAGA Claims" means the PAGA claim for violations of Labor Code §§ 201, 202, 203, 204, 221, 226,
10 226.3, 226.7, 246, 246.5, 351, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2698, and 2802, as
11 well as the applicable provisions of the Industrial Wage Orders, and for any other PAGA violations
12 that could have been asserted in the action based on the factual assertions and legal assertions in the
13 operative Complaint and/or PAGA Notices. The release of the Released Representative PAGA Claims
14 shall not impact Aggrieved Employees' ability to assert individual Labor Code claims other than
15 PAGA claims. The release of the Released Representative PAGA Claims shall also not impact any
16 Aggrieved Employees' Labor Code section 203 claims for waiting time penalties based on the theory
17 of Defendant providing final pay card packets to terminated employees in the currently pending matter
18 of *Rochelle Westmoreland v. Kindercare Education, LLC*, San Francisco Superior Court Case No.
19 CGC-19-573125, and Aggrieved Employees in this action shall be entitled to participate in any
20 settlement in *Westmoreland* regardless of whether they are also included in this settlement.

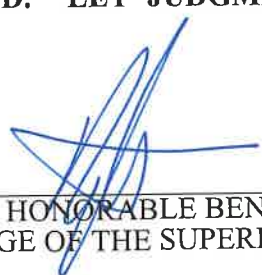
21 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
22 claims of the Plaintiffs are dismissed with prejudice. After entry of this Order and Judgment, the Court
23 shall retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret,
24 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a
25 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
26 with the distribution of settlement benefits.

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IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH
ENTERED ACCORDINGLY.

DATED: JUL 26 2022



THE HONORABLE BENJAMIN F. COATS
JUDGE OF THE SUPERIOR COURT