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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.

KINDERCARE 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]*

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

Hearing Date: July 12, 2022
Hearing Time: 8:30 a.m.

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

Trial Date: Not Set

Plaintiffs Kimberly Kipp and Tiyanna Graves ("Plaintiffs") move for approval of the
settlement of Plaintiffs' claims under the California Labor Code Private Attorneys General Act

1 (“PAGA”), pursuant to California Labor Code § 2699(1), against Defendant Kindercare Education
2 LLC (“Defendant”).

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

9 The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the PAGA Fund
10 payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
11 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
12 \$345,000, which includes the PAGA Fund payment, the Settlement Administration Costs (not to
13 exceed \$22,500), PAGA Counsel’s Attorneys’ Fees in the amount of \$115,000 (33 and 1/3 % of the
14 Gross Settlement Amount), PAGA Counsel’s Attorneys’ Expenses in the amount of \$22,856.40 and
15 PAGA service awards in the amount of \$10,000 to each of the two named Plaintiffs. The PAGA
16 Fund payment, which is the amount remaining of the Gross PAGA Settlement Amount after
17 deduction of Settlement Administration Costs, Attorneys’ Fees and Attorneys’ Expenses, and PAGA
18 Service Awards, shall be allocated to Labor Code 2699 penalties, including other civil penalties
19 specified in the Labor Code, of which 75% of the payment will be paid to the LWDA and 25% will
20 be paid to the Aggrieved Employees.

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

25 The “Aggrieved Employees” are defined as all individuals who are or were employed by
26 KinderCare who were classified as non-exempt employees within the State of California during the
27 PAGA Period. The PAGA Period is the time period from January 1, 2020 to April 30, 2022. The
28

1 Aggrieved Employees are estimated to consist of 6,987 individuals.

2 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties
3 shall be entitled to a release of the Plaintiffs' Representative PAGA Claims. The "Plaintiffs'
4 Representative PAGA Claims" means the PAGA claim for violations of Labor Code §§ 201, 202,
5 203, 204, 221, 226, 226.3, 226.7, 246, 246.5, 351, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198,
6 2698, and 2802, as well as the applicable provisions of the Industrial Wage Orders, and for any other
7 PAGA violations that could have been asserted in the action based on the factual assertions and legal
8 assertions in the operative Complaint and/or PAGA Notices. The release of the Released
9 Representative PAGA Claims shall not impact Aggrieved Employees' ability to assert individual
10 Labor Code claims other than PAGA claims. The release of the Released Representative PAGA
11 Claims shall also not impact any Aggrieved Employees' Labor Code section 203 claims for waiting
12 time penalties based on the theory of Defendant providing final pay card packets to terminated
13 employees in the currently pending matter of *Rochelle Westmoreland v. Kindercare Education, LLC*,
14 San Francisco Superior Court Case No. CGC-19-573125, and Aggrieved Employees in this action
15 shall be entitled to participate in any settlement in *Westmoreland* regardless of whether they are also
16 included in this settlement.

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

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

25
26 DATED: _____

27 THE HONORABLE BENJAMIN F. COATS
JUDGE OF THE SUPERIOR COURT
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