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8 Attorneys for Plaintiff MARA SANTAMARIA,
9 individually and on behalf of all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN BERNARDINO**

13 MARA SANTAMARIA, and on
behalf of all others similarly situated,

14 Plaintiffs,

16 v.

17 BRIGHT HORIZONS CHILDREN'S
18 CENTER, a Delaware Corporation;
BRIGHT HORIZONS FAMILY
19 SOLUTIONS INC., a Delaware
Corporation, and DOES 1-10,
20 inclusive,

21 Defendants.

Case No.: CIVSB2210140

Assigned For All Purposes To:
Judge: Michael A. Sachs
Dept.: S28

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
APPROVAL OF CLASS NOTICE, AND
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS**

Hearing re Prelim Approval: December 8, 2022
Time: 8:30 a.m.

Complaint Filed: May 17, 2022

1 **[PROPOSED] ORDER**

2 This matter came before the Court on the application of Plaintiff Mara Santamaria
3 (“Plaintiff”) for Preliminary Approval of the Stipulation of Settlement and Release (“Settlement
4 Agreement” or the “Settlement”), Approval of Class Notice, and Conditional Certification of the
5 Settlement Class (the “Preliminary Approval Motion”). The Court considered the proposed
6 Settlement attached as **Exhibit A** to Plaintiff’s Notice of Motion for Preliminary Approval of Class
7 Action and PAGA Settlement, Approval of Class Notice, and Conditional Certification of Settlement
8 Class, the submissions of counsel, and all other papers filed in this action. This Order incorporates,
9 by reference, the definitions in the Settlement Agreement. The matter having been submitted, and
10 good cause appearing therefore, this Court **HEREBY ORDERS THE FOLLOWING:**

11 1. The provisions of the Settlement are hereby preliminarily approved. The Court
12 finds that the Settlement appears to be fair, adequate, and reasonable to Plaintiffs and the Settlement
13 Class, free of collusion and indicia of unfairness, and within the range of possible judicial approval.
14 The Court also finds that the Settlement resulted from arm’s length negotiations and is sufficient to
15 warrant the dissemination of Class Notice to Class Members.

16 2. Pursuant to California Code of Civil Procedure section 382 and California Rule of
17 Court 3.769, and for purposes of, and solely in connection with the Settlement, the Court finds that
18 each of the requirements for certification of the class set forth in Plaintiffs’ Preliminary Approval
19 Motion are met and hereby conditionally certifies the following class (“Settlement Class”):

20 **All current and former nonexempt, hourly-paid employees**
21 **employed by Defendants, or either of them, in California at any**
22 **time during April 2, 2017, through and including September 1,**
23 **2022. (the “Settlement Class Period.”)**

24 3. Certification of the proposed Class for settlement purposes only is appropriate
25 under California Code of Civil Procedure section 382 and California Rule of Court 3.769. The Court
26 has considered the Settlement and the papers in support of the Motion for Preliminary Approval and
27 finds that the proposed Class is proper and should be certified, for settlement purposes only, in the
28 circumstances of this case. Specifically, the Court finds (a) that the Settlement Class is ascertainable;
(b) the Settlement Class is sufficiently numerous such that joinder of all members is impracticable;

1 (c) there are questions of law and fact common to the Settlement Class; (d) the named Plaintiffs'
2 claims are typical of the claims of the Settlement Class; (e) the named Plaintiffs and Settlement Class
3 Counsel have and are able to adequately represent the Settlement Class; and (f) class-wide treatment
4 of this dispute is superior to other available methods for adjudicating the controversy. It is therefore
5 ordered that the Settlement Class is certified for settlement purposes only.

6 4. In the event that the Settlement is canceled, rescinded, terminated, voided, or
7 nullified, however that may occur, or the settlement of the Santamaria Case is barred by operation
8 of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction,
9 Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to
10 anyone under the terms of the Settlement Agreement, and all previous disbursements from the Gross
11 Settlement Amount will immediately be paid back to Defendants by the person or entity who
12 received such disbursement, except for costs already incurred by the Settlement Administrator.

13 5. The Court appoints and designates the named Plaintiff, Mara Santamaria, as Class
14 Representative.

15 6. The Court appoints and designates James Hawkins, APLC as Settlement Class
16 Counsel. Settlement Class Counsel is located at the following address:

17 James R. Hawkins, Esq.
Christina M. Lucio, Esq.
18 Mitchell J. Murray, Esq.
Danielle L. Piskor, Esq.
19 JAMES HAWKINS APLC
9880 Research Drive, Suite 200
20 Irvine, CA 92618
Telephone: (949) 387-7200
21 Facsimile: (949) 387-6676

22 Settlement Class Counsel is authorized to act on behalf of the Settlement Class with respect
23 to all acts or consents required by, or which may be given, pursuant to the Settlement, and such other
24 acts necessary to finalize the Settlement and its terms. Any Settlement Class Member may enter an
25 appearance through their own counsel at such Settlement Class Member's own expense. Any
26 Settlement Class Members who do not enter an appearance or appear on their own behalf will be
27 represented by Class Counsel.
28

1 7. The Court hereby approves the terms provided for in the Settlement, finding them to be
2 fair and reasonable and in the best interests of the parties.

3 8. The Court hereby preliminarily approves the Settlement and the Gross Settlement Amount
4 of \$2,500,000, with the Net Settlement Amount to be paid to Settlement Class Members who do not
5 opt out or exclude themselves from the class being calculated by subtracting the following from the
6 Gross Settlement Amount: (1) Court-approved Attorneys' Fees in an amount not to exceed 1/3 of
7 the Gross Settlement Amount(\$833,333.33); (2) Attorneys' reimbursement of reasonable and actual
8 costs not to exceed twenty thousand dollars (\$20,000); (3) Settlement Administration Costs to ILYM
9 Group, Inc. estimated not to exceed fifty-two thousand dollars (\$52,000); (4) the Class
10 Representative Enhancement Payment not to exceed ten thousand dollars (\$10,000); and (5) the
11 portion paid to the Labor and Workforce Development Agency for settlement of the PAGA Claim
12 not to exceed seventy-five thousand dollars (\$75,000). The Net Settlement Amount, which will be
13 paid as individual Settlement Payments to Settlement Class Members who do not opt out or exclude
14 themselves is anticipated to be approximately \$1,509,666.67. There is no reversion to Defendant.

15 9. The Court further preliminarily approves the formulas provided in the Settlement for
16 calculating Individual Settlement Payments in based on their pro-rata share as determined by
17 comparing the weeks worked by the individual Settlement Class Member employed during the Class
18 Period in California, to the total weeks worked by the Settlement Class Members during the Class
19 Period. Additionally, Defendants' employer share of payroll taxes (e.g., FICA, FUTA, SDI taxes)
20 on individual Qualified Class Member Payments paid to the Settlement Class Members is a part of
21 the \$2,500,000 Gross Settlement Amount, and Defendants will not be required to pay more than the
22 Gross Settlement Amount.

23 10. The Court finds on a preliminary basis that the Settlement, including the Class
24 Representative Enhancement Payment, Settlement Class Counsel's fees, Settlement Class Counsel's
25 reasonable costs, the claims administration fees, and the allocation of payments to Settlement Class
26 Members, appears to be within the range of reasonableness of a settlement that could ultimately be
27 given final approval by this Court. It appears to the Court on a preliminary basis that the Settlement
28

1 is fair, adequate and reasonable as to all potential Settlement Class Members when balanced against
2 the probable outcome of further litigation relating to liability and damages issues. It also appears
3 that extensive and costly investigation, research, and mediation have been conducted so that counsels
4 for the Parties are able to reasonably evaluate their respective positions. It appears to the Court that
5 settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay
6 and risks that would be presented by the further prosecution of this class action. It also appears that
7 Settlement has been reached as result of intensive, serious and non-collusive, arms-length
8 negotiations.

9 11. The Court hereby approves, as to form and content, the Notice of Class Action
10 Settlement (“Class Notice”) to be sent to Settlement Class Members, which is attached hereto as
11 **Exhibit 1**; the Request for Exclusion Form Settlement (Opt-Out Form), which is attached hereto as
12 **Exhibit 2** and Exhibit 2 to the Declaration of James R. Hawkins; and the “Dispute Form,” which is
13 attached hereto as **Exhibit 3** and Exhibit 3 to the Declaration of James R. Hawkins. The Court finds
14 that distribution of these documents to the Settlement Class Members substantially in the manner
15 and form set forth in the Settlement and this Order meets the requirements of due process and shall
16 constitute due and sufficient notice to all parties entitled thereto.

17 12. The Court further finds the proposed Class Notice to be the best means practicable
18 of providing notice under the circumstances and when completed shall constitute due and sufficient
19 notice of the Santamaria Case, proposed Settlement, and Final Approval hearing to all persons
20 affected by and/or authorized to participate in the Settlement, in full compliance with due process
21 and the requirements of the California Rules of Court and California Code of Civil Procedure.

22 13. The provisions of the Settlement relating to Class Notice, exclusion from the
23 Settlement, objection to the Settlement, payment of Qualified Class Member Payments in connection
24 with the Settlement, and the Final Approval Hearing are deemed incorporated as if expressly set
25 forth in this Preliminary Approval Order and have the full force and effect of an Order of this Court.
26 Settlement Class Members shall have 45 days to object to the Settlement, request exclusion from the
27 Settlement, or dispute the workweeks allocated and identified in the Settlement Class Member’s
28

1 Notice of Estimated Individual Settlement Payment as identified in the Settlement Class Member's
2 Notice Packet.

3 14. The Court appoints and designates ILYM Group, Inc., as the Settlement
4 Administrator. The Court hereby directs the Settlement Administrator to provide the approved Class
5 Notice, including the Request for Exclusion Form and the Dispute Form, to Settlement Class
6 Members and administer the Settlement in accordance with the procedures set forth in the Settlement
7 Agreement attached as Exhibit A to the Declaration of James R. Hawkins.

8 15. Any Settlement Class Member may choose to opt out of and be excluded from the
9 Settlement as provided in the Settlement and Class Notice and by following the instructions for
10 requesting exclusion. Any Settlement Class Member who timely and validly requests exclusion
11 from the Class and this Settlement will not be entitled to any Qualified Class Member Payment, will
12 not be bound by the terms and conditions of the Settlement Agreement, and will not have any right
13 to object, appeal, or comment thereon. Any requests for exclusion must be signed by each such
14 Settlement Class Member opting out and sent to the Settlement Administrator. The completed
15 Request for Exclusion Form must be sent to the Settlement Administrator, ILYM Group, Inc., at the
16 address on the form. Class Members who have not timely requested exclusion shall be bound by all
17 determinations of the Court, the Settlement and the Judgment. Class Members who do not exclude
18 themselves from the Settlement will receive their Individual Settlement Shares as Participating Class
19 Members and will be bound by the Judgment. The Settlement Administrator shall file a declaration
20 concurrently with the filing of any motion for final approval, authenticating a copy of every
21 exclusion form received by the Settlement Administrator.

22 16. Any Settlement Class Member may object to the Settlement or express their views
23 regarding the Settlement and may present evidence and file briefs or other papers that may be proper
24 and relevant to the issues to be heard and determined by the Court as provided in the Class Notice.
25 The Settlement Administrator will provide all objections received to Settlement Class Counsel and
26 Defense Counsel within two business days of receipt. Any Settlement Class Member who does not
27 make their objection in the manner provided for in the Class Notice, including by the Objection
28 Deadline, shall be deemed to have waived such objection and shall be foreclosed from making any

1 objection to the Settlement. The Settlement Administrator shall file a declaration concurrently with
2 the filing of any motion for final approval, authenticating a copy of every objection form received
3 by the Settlement Administrator.

4 17. Defendant must exercise any right to void the Settlement before the Final Approval
5 Hearing in accordance with the terms of the Settlement.

6 18. Upon final approval and completion of administration, all Settlement Class
7 Members who have not submitted requests for exclusion and the Class Representative will be
8 deemed to have forever released and discharged the Released Claims, as well as all other claims
9 identified in section 2 of the Settlement, applicable to them and waived their rights for the applicable
10 Released Claims, as well as all other claims identified in section 2 of the Settlement, as set forth in
11 the preliminarily approved Settlement.

12 19. The Court reserves the right to adjourn or continue the date of the hearing on the
13 Motion for Final Approval and all dates provided for in the Settlement without further notice to the
14 Class and retains jurisdiction to consider further applications concerning the Settlement. However,
15 Settlement Class Counsel will give notice to any objecting party of the continuance of any hearing
16 on the motion on the Motion for Final Approval.

17 20. The Court order the following schedule for further proceedings:

18 a. No later than_____, (45 days post PA) Defendants shall provide the
19 Settlement Administrator with a “Class Database” identifying (1) the full
20 name, last known address, and full social security number of all Settlement
21 Class Members; and (2) the information necessary to determine the
22 estimated settlement allocation to each Settlement Class Member,
23 including without limitation, the total number of work weeks in which each
24 Settlement Class Member worked any regular hours in the Settlement
25 Class Period and the total number of pay periods in which each PAGA
26 Employee worked any regular hours during the PAGA Period.

27 b. No later than _____, (5 days post receipt of info) shall calculate the
28 total number of work weeks worked by all Settlement Class Members and

1 report that number to Settlement Class Counsel and Defense Counsel for
2 purposes of determining whether the Escalator Provision has been
3 triggered.

4 c. No later than _____, (14 days post info receive) from receipt of the
5 information from Defendant, the Settlement Administrator shall: (i) run the
6 names of all Settlement Class Members through the National Change of
7 Address (“NCOA”) database to determine any updated addresses for
8 Settlement Class Members; (ii) update the addresses of any Settlement
9 Class Member for whom an updated address was found through the NCOA
10 search; and (iii) mail the Notice Packet (comprised of the Class Notice,
11 Notice of Settlement Award, and Request for Exclusion Form) to each
12 Settlement Class Member at their last known address or at the updated
13 address found through the NCOA search, and retain proof of mailing.

14 d. No later than _____, (45 days post mailing) Settlement Class
15 Members may submit a request for exclusion from the Settlement in
16 accordance with the Settlement.

17 e. No later than [SAME DATE AS (d)], Settlement Class Members may
18 submit a Dispute Form or challenge to the information in the Notice in
19 accordance with the Settlement.

20 f. No later than [SAME DATE AS (d)], Settlement Class Members may
21 submit objections in accordance with the Settlement.

22 g. No later than _____, 2023, [28 days prior to the Final Approval
23 Hearing], the Settlement Administrator shall provide Settlement Class
24 Counsel and Defense Counsel a declaration including a summary of
25 compliance with notice procedures and a list of all Settlement Class
26 Members who sent timely requests to be excluded from the Settlement, and
27 all Class Members who objected to the Settlement. The declaration shall
28

1 authenticate each request for exclusion and objection submitted.

2 h. A Final Approval Hearing shall be held before this Court on
3 _____, 2023 at _:_0 _m. to determine all necessary matters
4 concerning the Settlement, including, whether this Court should grant final
5 approval, whether there should be any award of attorneys' fees and costs
6 to Settlement Class Counsel and/or Class Representative's Enhancement
7 Award, and the amounts of any such award.

8 21. Any objecting Settlement Class Member may appear, in person or by counsel, at
9 the Final Approval Hearing to show cause why the Settlement should not be approved as fair,
10 adequate, and reasonable, or to object to any award of attorneys' fees and costs to Settlement Class
11 Counsel and/or Class Representative's Enhancement Award. An objecting Settlement Class
12 Member is not required to appear, in person or by counsel, at the Final Approval Hearing to have
13 their objection considered by the Court.

14 22. Nothing in this Preliminary Approval Order is, or may be construed as, an
15 admission or concession on any point of fact or law by or against the Plaintiff or Defendants.

16 23. Settlement Class Counsel, Defendants, and the Settlement Administrator are
17 directed to carry out their obligations under the Settlement.

18
19 **IT IS SO ORDERED.**

20
21 DATED: _____ By: _____
22 JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

**NOTICE OF CLASS ACTION AND PRIVATE ATTORNEY
GENERAL ACT (“PAGA”) SETTLEMENT**

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don’t act.*

TO: All hourly paid non-exempt employees who are or have been employed by Defendants in the State of California during the period of April 2, 2017 through September 1, 2022.

The California Superior Court, County of San Bernardino, has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action” or “Santamaria Case”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court certified the following class for settlement purposes (“Class” or “Class Members”):

All hourly paid or non-exempt employees who are or have been employed by Defendant in the State of California during the period of April 2, 2017 through September 1, 2022.

The Court also approved a settlement of claims under the Private Attorney General Act (“PAGA”) for “PAGA Employees” who are:

All hourly paid or non-exempt employees who are or have been employed by Defendants in the State of California during the period of April 2, 2020 through September 1, 2022.

The purpose of this Notice is to provide a brief description of the claims alleged, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

WHAT INFORMATION IS IN THIS NOTICE

1.	Why Have I Received this Notice?	2
2.	What is this Case About?	2
3.	Am I a Class Member?	3
4.	How Does this Class Action Settlement Work?	3
5.	Who are the Attorneys Representing the Parties?.....	3
6.	What are My Options?	4
7.	How do I Opt Out or Exclude Myself from this Settlement?	5
8.	How do I Object to the Settlement?	5
9.	How does this Settlement Affect My Rights? What are the Released Claims?.....	5
10.	How Much Can I Expect to Receive From This Settlement?	7

11.	How Will the Attorneys for the Class and the Class Representative be Paid?	8
12.	What are the PAGA Released Claims?	8

1. Why Have I Received this Notice?

Bright Horizons Children’s Centers LLC’s (“BHCC”) and Bright Horizons Family Solutions Inc.’s (“BHFS”) (collectively “Defendant(s)” or “Bright Horizons”) records indicate that you may be a Class Member and/or PAGA Employee. The Settlement will resolve all Class Members’ Released Claims, as described below, from April 2, 2017 through September 1, 2022 (the “Release Period”) unless you opt out of the Settlement or successfully object. You are a member of the Class if you were employed as a hourly paid non-exempt employee by Defendant in the State of California during the period of April 2, 2017 through September 1, 2022.

A Preliminary Approval Hearing was held on [the date of Preliminary Approval] in the California Superior Court, County of San Bernardino. The Court conditionally certified the putative Class for settlement purposes only and directed that you receive this Notice. The Court also approved the PAGA settlement (described in Section 12 below).

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Fairness Hearing.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2023 at [time a.m./p.m.] before Judge Michael A. Sachs, located in Department S28 at the San Bernardino Justice Center located at 247 W 3rd St., San Bernardino, CA 92415.

2. What is this Case About?

The action entitled *Mara Santamaria v. Bright Horizons Children’s Center, et al.*, Case No. CIVSB2210140 was commenced by Plaintiff Mara Santamaria in the San Bernardino County Superior Court as a putative class action. Santamaria also pursued various claims as private attorneys general against Defendants under the California Private Attorney General Act of 2004. In effect, Plaintiff sought to represent California as a private attorney general pursuing PAGA claims by the State against Defendants relating to its wage and hour practices.

Plaintiff Mara Santamaria is referred to as “Plaintiff.” Plaintiff’s action against Defendants seeks damages, restitution, penalties, interests, costs, attorney’s fees, and other relief based on the following alleged causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay wages during employment; (6) failure to timely pay wages due upon separation or termination from employment; (7) knowing and intentional failure to comply with itemized wage statement provisions; (8) failure to indemnify necessary expenditures; (9) violation of the Unfair Competition Law; and (10) enforcement of the Private Attorneys General Act. Defendants have disputed and denied these claims.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit.

In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or the Company. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff, the putative Class, the Settlement Class, or PAGA Employees.

3. *Am I a Class Member?*

You are a member of the putative Class if you were employed as an hourly paid non-exempt employee by one or more Defendants in the State of California during the period of April 2, 2017 through September 1, 2022 .

4. *How Does this Class Action Settlement Work?*

In this Action, Plaintiff sued on behalf of herself and all other similarly-situated employees. For purposes of settlement, Plaintiff and these other current and former employees comprise a “Settlement Class” and are “Settlement Class Members”. The settlement of this Action resolves the Released Claims of all Settlement Class Members except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Settlement Class. The Court file has the Settlement documents which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiff’s counsel, whose contact information is below, and they will provide you with a copy via e-mail free of charge.

5. *Who are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Bright Horizons Children’s Centers LLC, and Bright Horizons Family Solutions Inc.
James R. Hawkins, Esq. SBN 192925 james@jameshawkinsapl.com Christina M. Lucio, Esq. SBN 253677 christina@jameshawkinsapl.com JAMES HAWKINS APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 TEL: (949) 387-7200 FAX: (949) 387-6676 Attorneys for Plaintiff MARA SANTAMARIA	Elizabeth Staggs Wilson (SBN 183160) estaggs-wilson@littler.com LITTLER MENDELSON, P.C. 633 West Fifth Street, 63rd Floor Los Angeles, CA 90071 Telephone: (213) 443-4272 Facsimile: (310) 553-5583 Elisa R. Nadeau (SBN 199000) ENadeau@littler.com Matthew D. Lerner (SBN 320776) MLerner@littler.com LITTLER MENDELSON, P.C.

	50 W San Fernando St 7th Floor San Jose, CA 95113 Telephone: (408) 961-7119 Facsimile: (408) 851-6831 Attorneys for Defendants BRIGHT HORIZONS CHILDREN'S CENTERS LLC, and BRIGHT HORIZONS FAMILY SOLUTIONS INC.
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The Court has decided that JAMES HAWKINS APLC is qualified to represent you and the other Class Members simultaneously. As part of this settlement, Plaintiff's Counsel is working on your behalf. If you want your own attorney, you may use your own attorney or you may hire one at your own cost.

6. ***What are My Options?***

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Bright Horizons will take no actions against you in any way for either participating or not participating in this Settlement.*

- DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Payment based on the total number of workweeks during which you were employed as a hourly paid non-exempt employee in California during the Release Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims as defined in Section No. 9 below.
- OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Settlement Class and this Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment and you will not give up the right to sue the Released Parties, including Bright Horizons, for any of the Released Claims as defined in Section No. 9 below. If you are a PAGA Employee, you will, however, still release the PAGA Released Claims and receive a payment from the PAGA Fund (described in Question 12).
- OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How do I Opt Out or Exclude Myself from this Settlement?” and “How do I Object to the Settlement?”

7. How do I Opt Out or Exclude Myself from this Settlement?

If you do not wish to participate in the Settlement, you may be excluded (i.e., “opt out”) by sending a timely written Request for Exclusion. You may choose to use the form that comes with this Notice or you may submit a separate written Request that contains your name, address, telephone number, the last four digits of your Social Security number, and the name of the case and case number (*Mara Santamaria v. Bright Horizons Children’s Center, et al.*, Case No. CIVSB2210140).

If you opt out of the Settlement, you will not be releasing the claims set forth in Question 9.

The Exclusion Form must be signed, dated, and mailed by First Class U.S. Mail, postmarked no later than [the Response Deadline], to: Mara Santamaria v. Bright Horizons Children’s Center, et al., c/o _____.

The Court will exclude any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, Release and any Judgment entered in the Action if the Settlement receives final approval from the Court.

8. How do I Object to the Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing it to the Settlement Administrator at Mara Santamaria v. Bright Horizons Children’s Center, et al., c/o _____ by [the Response Deadline]. The Objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection”; (c) describe, in clear and concise terms, the grounds for objection; (d) whether you are represented by counsel; (e) whether you would like to appear at the Final Approval Hearing; and (f) identify the name of the case (*Mara Santamaria v. Bright Horizons Children’s Center, et al.*, Case No. CIVSB2210140).

Class Members who timely file valid written objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector’s own counsel, provided the objector has first notified the Settlement Administrator by sending his/her written objection(s) to the Settlement Administrator, postmarked no later than [the Response Deadline]. Class Members’ timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. How does this Settlement Affect My Rights? What are the Released Claims?

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not validly opt-out of the Settlement will be bound by the Court’s Final Judgment and will fully release and discharge Bright Horizon’s Children’s Centers LLC, Bright Horizons Family Solutions Inc.,

and their past, present, and future agents, managing agents, employees, officers and directors (“Released Parties”) from the Released Claims. The Released Claims are as follows:

Released Claims.

The claims that Plaintiff and the other participating Settlement Class Members are releasing in exchange for the consideration provided for by this Agreement include any and all claims set forth in the Santamaria Case, specifically, (1) failure to pay and/or accurately calculate minimum, regular, overtime, and double time wages (Violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199); (2) failure to provide meal periods or properly pay premiums in lieu thereof (Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order); (3) failure to provide rest periods or properly pay premiums in lieu thereof (Violation of Labor Code § 226.7 and the applicable Wage Order); (4) failure to reimburse and indemnify expenses (Violation of Labor Code §§ 2800, 2802); (5) failure to timely pay wages during and upon termination of employment (Violation of Labor Code §§ 201-204); (6) failure to furnish and/or keep timely and accurate wage statements and employment records (Violation of Labor Code §§ 226, 1174, 1174.5, 1175); (7) violation of California’s Unfair Competition Law (Violation of Business & Professions Code §§ 17200 et seq.) in connection with claims asserted in the Santamaria Case; and (8) Violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.).

The claims that Plaintiff and the other participating Settlement Class Members are releasing in exchange for the consideration provided for by this Agreement also includes any and all claims predicated on the same or similar facts and/or claims alleged in the Santamaria case and/or any PAGA letter or amended PAGA letter sent to the Labor and Workforce Development Agency by Plaintiff during the pendency or prior to the Santamaria Case and incorporated therein, as well as any claims that could have been pled which arise from the facts alleged in the Santamaria Case concerning the Plaintiff or the Settlement Class, including any claims for unpaid wages (including minimum, regular, vacation and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, failure or properly pay meal period premiums in lieu of a meal period, failure to properly pay rest period premiums in lieu of a rest period, non-compliant wage statements, failure to reimburse and indemnify business expenses, failure to correctly calculate the regular rate of pay, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Santamaria Case, as well as claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, or punitive damages alleged, or which could have been alleged, under the facts, allegations and/or claims pleaded in the Santamaria Case.

The Release will be as to the Released Parties for the period from April 2, 2017 through September 1, 2022. The Released Claims include all claims described above—that is, those claims that are, or reasonably could have been, asserted in the First Amended Complaint—whether known or unknown. This means that even if the participating Settlement Class Member discovers facts in addition to, or different from, those facts that they now know or believe to be true, or otherwise fail to discover facts with respect to the subject matter of the Released Claims, those claims will remain released and forever barred.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Bright Horizons could be required to pay under this Agreement shall be \$2,500,000 plus the employer's share of applicable payroll taxes with respect to the Settlement Fund ("Settlement Fund").

The "Net Settlement Fund" or "NSF" means the portion of the Settlement Fund available for distribution to Class Members after the deduction of:

- Attorneys' Fee Award (up to \$833,333.33),
- Cost Award (up to \$20,000),
- Class Representative Enhancement (up to \$10,000);
- the PAGA Payment (\$100,000), and
- Administration Costs (up to \$52,000).

All of these payments are subject to Court approval.

After deducting the above-referenced items, the remaining Net Settlement Fund will be distributed amongst all Settlement Class Members (that is those Class Members who have not opted out).

Individual Settlement Payments will be calculated and apportioned from the NSF based on the number of qualifying workweeks a Class Member worked during the Class Period, as follows:

- a. Settlement Class Members will receive a pro rata share of the NSF. To calculate each Settlement Class Member's share of the NSF, the NSF shall be multiplied by a fraction, the numerator of which is the number of work weeks the Settlement Class Member worked any regular hours as a non-exempt, hourly paid employee in California during the Settlement Class Period, and the denominator of which is the total of all weeks in which the Settlement Class Members worked any regular hours during the Settlement Class Period. The resulting number shall be the Individual Settlement Payment.
- b. Thirty-Three and One-Third percent (33.33%) of the NSF distributed to each Settlement Class Member will be considered wages and will be reported as such to each Settlement Class Member on an IRS Form W-2.
- c. Sixty-Six and Two-Thirds percent (66.67%) of the NSF distributed to each Settlement Class Member will be considered penalties and interest and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable.

Although your exact share of the Net Settlement Fund cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Fund is as follows: \$ [REDACTED], less tax withholdings customarily made from employee's wages. This is based on Bright Horizon's records, which show you worked [REDACTED] workweeks during the period of April 2, 2017 through September 1, 2022.

If you believe the number of workweeks is incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at Mara Santamaria v. Bright Horizons Children's Center, et al., c/o [REDACTED] on or before [the Response Deadline].

- 7 -

Questions? Call the Settlement Administrator toll free at [phone number]

Your Individual Settlement Payment check will remain valid for 180 calendar days, and will be canceled thereafter. The amount of any uncashed checks will be disbursed to Next Door Solutions, San Jose as cy pres.

11. *How Will the Attorneys for the Class and the Class Representative be Paid?*

The attorneys for Plaintiff and the Settlement Class will be paid from the Settlement Fund. Subject to Court approval, the attorneys shall be paid an amount not to exceed 33 ⅓% of the Settlement Fund (\$2,500,000) for attorney fees and up to \$833,333.33 for litigation costs.

Bright Horizons has paid all of its own attorneys' fees and costs.

The Plaintiff will also be paid a Class Representative Enhancement Payment, up to \$10,000.00, subject to Court approval.

12. *What are the PAGA Released Claims?*

If you were employed by Bright Horizons in the State of California during the period of April 2, 2020 through September 1, 2022 you are a PAGA Employee. The Court approved the PAGA settlement on [date of Preliminary Approval].

As part of the Settlement, Bright Horizons has agreed to pay a PAGA Payment of \$100,000. Seventy-five percent (75%) of this payment goes to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) is divided among PAGA Employees. The 25% that goes to PAGA Employees is called the PAGA Fund.

The PAGA Fund is allocated to each PAGA Employee based on the number of weeks worked by each PAGA Employee during the period of April 2, 2020 through September 1, 2022. The amount to be paid per workweek worked by a PAGA Employee will be calculated on a pro rata basis by dividing the value of the portion of the PAGA Fund that will be paid to each PAGA Employee by the total number of weeks worked by all PAGA Employees during the PAGA Period.

Plaintiff, on behalf of herself and as representatives of the State of California as a private attorney general and all PAGA Employees, fully release and forever discharge the Released Parties (described above) from any and all claims for PAGA penalties under Labor Code Sections 2698, *et seq.* for all claims that were, or could have been, alleged in the First Amended Complaint or are based upon the factual allegations contained in the First Amended Complaint, for the period April 2, 2020 through September 1, 2022. As a result of this Release, the PAGA Employees will be unable to bring a claim under the California Private Attorneys General Act, and California Labor Code Sections 2698 *et seq.* for any alleged violations of the PAGA Released Claims that took place between April 2, 2020 through September 1, 2022.

If you are a Settlement Class Member who does not opt-out of the Settlement and a PAGA Employee, you will only receive one check that combines your Individual Settlement Payment and your payment related to PAGA.

Your check for the PAGA Payment will remain valid for 180 calendar days, and will be canceled thereafter. The amount of any uncashed checks will be disbursed to Next Door Solutions, San Jose as cy pres..

* * *

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Bright Horizons Class Action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at the San Bernardino Justice Center, located at 247 W 3rd St., San Bernardino, CA 92415 between 8:30 a.m. and 2:00 p.m.

You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy via email of the Settlement Documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

PLEASE DO NOT CONTACT DEFENSE COUNSEL. YOU MAY CONTACT THE ADMINISTRATOR WHICH MAY BE ABLE TO ANSWER QUESTIONS BUT CANNOT PROVIDE ANY LEGAL ADVICE.

EXHIBIT 2

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

Superior Court of the State of California, County of San Bernardino

Mara Santamaria v. Bright Horizons Children's Centers, et al.

Case No. CIVSB2210140

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT.

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN _____, 2022.

PLEASE MAIL THIS EXCLUSION FORM VIA REGULAR U.S. MAIL TO:

BRIGHT HORIZONS SETTLEMENT ADMINISTRATOR, C/O [INSERT ADMINISTRATOR NAME]. [INSERT ADMINISTRATOR ADDRESS]

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS IN THAT ACTION. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION SETTLEMENT AND ANY CLAIMS I MAY HAVE WILL NOT BE RELEASED. I UNDERSTAND THAT THERE MAY BE TIME LIMITS ON THE CLAIMS THAT MAY PREVENT ME FROM FILING A LAWSUIT OR PURSUING CLAIMS AGAINST BRIGHT HORIZONS CHILDREN'S CENTERS LLC AND BRIGHT HORIZONS FAMILY SOLUTIONS INC.

Dated: _____

(Signature)

(Last 4 digits of Social Security Number)

(Type or print name and former name(s))

(Telephone Number)

(Address)

(Address continued)

EXHIBIT 3

SUPERIOR COURT OF THE STATE CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MARA SANTAMARIA, and on behalf of
all others similarly situated,

Plaintiffs,

v.

BRIGHT HORIZONS CHILDREN'S
CENTER, a Delaware Corporation;
BRIGHT HORIZONS FAMILY
SOLUTIONS INC., a Delaware
Corporation, and DOES 1-10, inclusive,

Defendants.

Case No.: CIVSB2210140

OBJECTION FORM

THIS FORM MUST BE POSTMARKED NO LATER THAN [REDACTED], 2022.

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by claims administrator]

OBJECT

If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. If you participate in the Settlement and receive an Individual Settlement Payment, you do so in exchange for a release of the Released Claims as more fully discussed below.

If you wish to Object to the Settlement, you should submit your objection to the Settlement Administrator. You may use this Objection Form to submit your objection. Your objection should state why you object to the settlement. The objection must be mailed to the Settlement Administrator at the address below and must be postmarked no later than [REDACTED], **2022**. Late objections will not be considered. If your objection is overruled, you will still receive your Individual Settlement Payment and you will have released the Released Parties from the Released Claims as provided for in the Notice of Class Action and Private Attorney General Act ("PAGA") Settlement.

You may also, if you wish, appear at the Final Fairness and Approval Hearing set for [REDACTED], [REDACTED] at [REDACTED] a.m. in Dept. S28 of the San Bernardino Justice Center

located at 247 W 3rd St., San Bernardino, CA 92415 and discuss your objections with the Court and the Parties. If you submit an objection, counsel for the Plaintiff will notify you of any continued hearing date. Otherwise, the Final Approval Hearing may be continued to another date without further notice. You may withdraw your objections at any time. You may not present an objection at the Final Approval Hearing unless you have submitted a timely objection that complies with the terms of the Notice of Class Action and Private Attorney General Act Settlement. If you have submitted a Request for Exclusion Form, you may not submit objections to the Settlement. You do not need to appear at the Final Approval Hearing to have your Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your address and telephone number. Any reasons not included in the written objection will not be considered. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Counsel for Bright Horizons Children's Centers LLC and Bright Horizons Family Solutions Inc. by email within two business days after receipt thereof.

Reason(s) for Objection: (you may include additional pages if necessary)

Dated: _____

(signature)

(typed or print name)

(address)

(telephone number)

(last four digits of social security number)

If you object, please mail the completed form by _____, 2022 to:
BRIGHT HORIZONS WAGE AND HOUR SETTLEMENT ADMINISTRATOR
c/o ILYM Group
[ADDRESS and phone number]