

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
nrosenthal@diversitylaw.com

William L. Marder (SBN 170131)
bill@polarislawgroup.com
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ANISHA WISE, individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

LA PETITE ACADEMY, INC., a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-10461

(Assigned for all purposes to the Hon. Erin Guy
Castillo, Dept. 10B)

**DECLARATION OF NICHOLAS
ROSENTHAL IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 6, July 7, July 8,
July 12 or July 13, 2022

Time: 9:00 a.m.

Dept.: 10B

Complaint Filed: November 9, 2021

FAC Filed: May 2, 2022

Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, Nicholas Rosenthal, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff Anisha Wise (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

CASE SUMMARY

2. On November 3, 2021, Plaintiff filed written notice with the California Labor & Workforce Development Agency (“LWDA”), alleging that Defendant’s wage statements failed to comply with Labor Code § 226, pursuant to Labor Code § 2699 (“PAGA Notice”).

3. On November 9, 2021, Plaintiff filed a class action complaint against Defendant in the Superior Court of California for the County of San Joaquin, alleging violation of California Labor Code § 226 (the “Action”). The complaint alleged that the wage statements issued by Defendant failed to identify the correct total hours worked when overtime wages were paid in violation of Labor Code § 226(a)(2).

4. On January 7, 2022, Plaintiff filed a related action against Defendant in the Superior Court of California for the County of San Joaquin (“Related Action”). The Related Action alleged a single cause of action for violation of Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”), predicated on an underlying violation of Labor Code § 226.

5. Following the filing of the Related Action, the Parties agreed to engage in settlement discussions. In connection with the Parties' discussions, Defendant produced corporate records and payroll data and information pertaining to the putative class. The payroll data included the putative class size and number of wage statements at issue, which allowed Class Counsel to conduct a full damage analysis.

6. After arm's length negotiations between the Parties over the course of months, the Parties reached the present class-wide settlement.

7. On May 2, 2022, Plaintiff filed a first amended complaint in the Action. The first amended complaint alleges causes of action for (1) violation of Labor Code § 226 and (2) violation of

1 Labor Code § 2698, *et seq.*, and seeks penalties, attorneys’ fees, and costs. The first amended complaint
2 alleges that the wage statements issued by Defendant failed to identify the correct hourly rates of pay
3 and total hours worked in violation of Labor Code § 226(a)(2) and (9). The first amended complaint is
4 the operative Complaint (“Complaint”).

5 **SUMMARY OF THE SETTLEMENT TERMS**

6 8. The terms of the class-wide settlement are set forth in the Joint Stipulation of Class
7 Action Settlement and Release (the “Settlement Agreement”). A true and correct copy of the Settlement
8 Agreement is attached hereto as **Exhibit A**.

9 9. The proposed class consists of “all current and former non-exempt employees of
10 Defendant in the State of California, who received a wage statement at any time from November 9,
11 2020, through February 25, 2022.” Based upon Defendant’s records, there are approximately 1,362
12 individuals that comprise of the Class. *See* Settlement Agreement ¶¶ 3, 48. Class Members do not need
13 to do anything should they wish to receive their share of the settlement funds. If a Class Member does
14 not wish to take part in this settlement and be bound by the release, he or she must submit an exclusion
15 request. *Id.* ¶ 56.

16 10. The Settlement Agreement provides for Eight Hundred Twenty-Eight Thousand Four
17 Hundred Dollars (\$828,400.00) as the Gross Settlement Amount. Settlement Agreement ¶ 16. The Net
18 Settlement Amount, calculated after deduction of attorneys’ fees (up to \$289,940.00), costs (up to
19 \$10,000.00), Class Representative Service Award (up to \$10,000.00), Settlement Administration Costs
20 (up to \$15,000.00), and payment of PAGA penalties to the LWDA (\$15,000.00), is estimated to be
21 approximately \$488,460.00. *Id.* ¶¶ 5, 9, 16, 18, 21, 31. The amount distributed to each Participating
22 Class Member will depend on the number of applicable wage statements he or she received during the
23 Class Period and/or the number of timely Requests for Exclusion received. *Id.* ¶ 44.

24 11. As part of the Settlement Agreement, Defendant does not object to Plaintiff’s counsel’s
25 request for attorney’s fees up to thirty-five percent (35%) of the Gross Settlement Amount – *i.e.*, the sum
26 of Two Hundred Eighty-Nine Thousand Nine Hundred Forty Dollars (\$289,940.00), plus up to Ten
27 Thousand Dollars (\$10,000.00) for reimbursement of litigation costs. *See* Settlement Agreement ¶ 5, 41.
28 Also, as part of the Settlement Agreement Defendant does not object to Plaintiff’s request for a service

award of Ten Thousand Dollars (\$10,000.00). *Id.* ¶ 9, 42.

12. Finally, the Settlement Agreement provides for the payment of the Settlement Administrator for the administration of this current settlement. The Parties have received a quote from Phoenix Settlement Administrators for a fee of approximately Fifteen Thousand Dollars (\$15,000.00) to administer the settlement. *See* Settlement Agreement ¶ 30, 31.

13. After deducting the amounts listed above, it is estimated that the Net Settlement Amount of \$488,460.00 will be distributed to the Class.

POTENTIAL STATUTORY AND CIVIL PENALTIES

14. I negotiated the settlement sum based on a clear understanding of the maximum exposure in this case. Based on the number of class members and wage statements at issue, Plaintiff estimated that Defendant would face potential liability of up to approximately \$2,002,900.00 for Plaintiff's class claims, pursuant to Labor Code § 226(e), which provides a \$50 penalty for the initial violation, followed by \$100 penalties for subsequent violations, with each employee's cumulative penalties totaling no more than \$4,000. Plaintiff was able to calculate precisely the potential damages and penalties based on data provided by Defendant, including the number of employees in the putative class and the number of wage statements at issue. Specifically, the amount of Labor Code § 226(e) penalties are based on approximately 20,710 allegedly deficient wage statements and approximately 1,362 class members. This exposure assumes that the Court would find that the Class suffered "injury" as a result of the alleged violations, and that the violations were "knowing and intentional." Defendant disputes that Plaintiff can establish either on a class-wide basis and raised several defenses that presented risk, including an employee could perform math calculations to determine his or her hourly pay rate and total hours worked on wage statements.

15. Here, the Gross Settlement Amount is fair and reasonable as it is approximately **41.4%** of the potential recovery of Plaintiff's class claims if Plaintiff was to fully succeed at trial.

16. Based on my own independent investigation and evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in the Joint Stipulation of Class Action Settlement and Release is fair, reasonable, and adequate and is in the best interests of the Class and Defendant in light of all known facts and circumstances, and the uncertainty and risks to Plaintiff

involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of non-certification, and the potential for appeals.

THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

17. From the inception of the case, Class Counsel has zealously represented the interests of the Class. The settlement was obtained for the benefit of the Class, as opposed to the individual Class Representative.

18. The Settlement Agreement calls for the Net Settlement Amount (calculated after deduction of attorneys' fees, costs, Class Representative Service Award, Settlement Administration Costs, and payment of PAGA penalties to the LWDA) to be paid to all Class Members. Based thereon, on a raw average, each Participating Class Member may potentially recover approximately \$358.63.

19. The amount actually paid to each Participating Class Member may increase or decrease depending on the actual number of wage statements he or she received during the Class Period and/or the number of timely Requests for Exclusion received. This is fair, as it directly allocates greater recovery to individual Class Members who have allegedly suffered greater harm.

20. Additionally, the scope of the release is appropriately limited. As a condition of participating in this settlement, Class Members waive and release "a. All claims, including penalties, costs, and attorneys' fees related thereto, that could have been brought under the facts and allegations made in the operative Complaint, including claims for violation of Labor Code § 226 that accrued from November 9, 2020, through February 25, 2022; b. All claims for penalties under the California Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, including costs and attorneys' fees related thereto, predicated on the violation of Labor Code § 226, based on the facts as alleged in the operative Complaint that accrued from November 9, 2020, through February 25, 2022." Settlement Agreement ¶¶ 25, 65. This release is appropriately limited, as it only applies during the time period of November 9, 2020, through February 25, 2022.

21. I believe that Plaintiff and the Class could prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the inherent risks in drawn-out litigation and the specific risks that a class might not be certified and/or that Plaintiff could fail to establish liability. Moreover, as Defendant adamantly denies that it should be liable for the full extent of the penalties,

1 there is a possibility that Plaintiff and the Class would be awarded fewer or no penalties at trial.

2 22. Each side has apprised the other of their respective factual contentions, legal theories, and
3 defenses, resulting in negotiations taking place between the Parties. Thus, after taking into account
4 sharply disputed legal issues involved in this litigation, the risks associated with further prosecution,
5 delays caused by potential appeals, and the substantial benefits to be received pursuant to the Settlement
6 Agreement, I believe that the proposed settlement is fair, reasonable, and adequate and is in the best
7 interests of the Class.

8 **ATTORNEY EXPERIENCE**

9 23. Both Plaintiff's and Defendant's counsel have a great deal of experience in wage and
10 hour class action litigation. Plaintiff's counsel has been approved as class counsel in a number of wage
11 and hour class actions and have extensive litigation experience.

12 24. My qualifications are as follows: I received my JD from University of Southern
13 California Gould School of Law in 2009. Upon graduation, I practiced law as an associate at Seyfarth
14 Shaw LLP, representing corporate clients in both single-plaintiff and wage hour class actions. In 2014, I
15 began as an associate at Diversity Law Group.

16 25. I have handled a number of wage and hour matters including class actions and multiple-
17 plaintiff actions. I have been named as Class Counsel in a number of class actions that have been
18 granted certification or preliminary or final approval by the Superior Courts of Los Angeles County,
19 Orange County, Alameda County, and Monterey County, the United States District Court for the Central
20 District of California, and the United States District Court for the Northern District of California. These
21 cases include, but are not limited to: *Diller v. Under Armour Retail, Inc.*, Santa Clara County Superior
22 Court Case No. 114-CV-265729, *Lopez v. Imperial Body Shop, Inc.*, Orange County Superior Court
23 Case No. Case No. 30-2015-00816193-CU-OE-CXC, *Hughes v. Lincare, Inc., et al.*, Monterey County
24 Superior Court Case No. M124764, *Pittman v. Martinez Steel Corporation*, San Bernardino County
25 Superior Court Case No. CIVDS1823132, *Della Maggiora v. Watsonville Community Hospital*, Santa
26 Cruz County Superior Court Case No. 18CV00191, *Randolph v. Pacific Racing Association*, Alameda
27 County Superior Court Case No. RG18908139, *Morones v. Bimbo Bakeries USA, Inc.*, Sacramento
28 County Superior Court Case No. 34-2018-00245481-CU-OE-GDS *Foaad Hanna v. Equinix, LLC*, Santa

1 Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles
2 County Superior Court Case No. BC720144; *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior
3 Court Case No.19CV341582; *Siron v. Raypak, Inc.*, Ventura Superior Court Case No. 56-2019-
4 005279959-CU-OE-VTA; *Carter v. Kline Services, Inc.*, San Bernardino Superior Court Case No.
5 CIVDS1828867, *Pascual v. Satellite Healthcare, Inc.*, Santa Clara County Superior Court Case No.
6 19CV345211; *Carrillo v. New Balance Athletics, Inc.*, Santa Clara County Superior Court Case No.
7 19CV352469; *Vogel v. Veolia North America, LLC*, Monterey County Superior Court Case No.
8 19CV001443; *Holman v. American Sugar Refining, Inc.*, Contra Costa County Superior Court Case No.
9 MSC18-00415; *Chavez v. Converse, Inc.*, United States District Court – Northern District of California
10 Case No. 15-cv-03746-NC, and *Rodriguez v. Nike Retail Services, Inc.*, United States District Court –
11 Northern District of California Case No. 5:14-CV-1508 BLF.

12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct.

14 Executed on this 6th day of June, 2022, at Los Angeles, California.

15 
16 _____
17 Nicholas Rosenthal
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

Larry W. Lee (State Bar No. 228175)
 Kristen M. Agnew (State Bar No. 247656)
 Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
 515 S. Figueroa St., Suite 1250
 Los Angeles, California 90071
 (213) 488-6555
 (213) 488-6554 facsimile
 lwlee@diversitylaw.com
 kagnew@diversitylaw.com
 nrosenthal@diversitylaw.com

William L. Marder (SBN 170131)
 bill@polarislawgroup.com
POLARIS LAW GROUP
 501 San Benito Street, Suite 200
 Hollister, CA 95023
 Telephone: (831) 531-4214
 Facsimile: (831) 634-0333

Attorneys for Plaintiff and the Class

AARON H. COLE, CA Bar No. 236655
 aaron.cole@ogletree.com
 DAVID SZWARCZSTEJN, CA Bar No. 272371
 david.szwarczstejn@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
 400 South Hope Street, Suite 1200
 Los Angeles, CA 90071
 Telephone: 213-239-9800
 Facsimile: 213-239-9045

Attorneys for Defendant
 LA PETITE ACADEMY, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN JOAQUIN**

ANISHA WISE, individually and on behalf of all
 others similarly situated,

Plaintiff,

vs.

LA PETITE ACADEMY, INC., a Delaware
 corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2021-0010461

(Assigned to the Hon. Erin Guy Castillo, Dept.
 10B)

**JOINT STIPULATION OF CLASS ACTION
 SETTLEMENT AND RELEASE**

Complaint Filed: November 9, 2021
 FAC Filed: April 26, 2022
 Trial Date: None Set

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Stipulation of Class Action Settlement and Release is made and entered into by and
3 between Plaintiff Anisha Wise (“Plaintiff”), individually and on behalf of all others similarly situated,
4 and Defendant La Petite Academy, Inc. (“Defendant”) (collectively, with Plaintiff, the “Parties”).

5 **DEFINITIONS**

6 The following definitions are applicable to this Agreement. Definitions contained elsewhere in
7 this Agreement shall also be effective:

8 1. “Action” means *Anisha Wise v. La Petite Academy, Inc.*, Superior Court of the State of
9 California for the County of San Joaquin, Case No. STK-CV-UOE-2021-10461 (filed on November
10 9, 2021).

11 2. “Agreement,” “Stipulation,” or “Settlement Agreement” means this Stipulation of
12 Class Action Settlement and Release.

13 3. “Class” or “Class Member(s)” means all current and former non-exempt employees of
14 Defendant in the State of California, who received a wage statement at any time from November 9,
15 2020, through February 25, 2022. Defendant estimates that there are 1,362 individuals that comprise
16 the Class, who received a total of 20,710 wage statements during the period of November 9, 2020,
17 through February 25, 2022.

18 4. “Class Counsel” means Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of
19 Diversity Law Group, P.C., and William L. Marder of Polaris Law Group.

20 5. “Class Counsel Award” means such award of fees and costs and expenses as the Court
21 may authorize to be paid to Class Counsel for the services they have rendered and will render to
22 Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel’s attorneys’ fees
23 of up to thirty-five percent (35%) of the Gross Settlement Amount (\$828,400.00), *i.e.*, the sum of Two
24 Hundred Eighty-Nine Thousand Nine Hundred Forty Dollars (\$289,940.00), and costs in the amount
25 of up to Ten Thousand Dollars (\$10,000.00), subject to the Court finally approving this Settlement.
26 Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net
27 Settlement Amount.

28 6. “Class List and Data” means information regarding all Class Members that Defendant

will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List shall be formatted as a Microsoft Excel spreadsheet or equivalent and shall include each Class Member's full name, last known mailing address, Social Security Number, and the number of wage statements he/she received during the Class Period based on the Defendant's records.

7. "Class Period" means the period of November 9, 2020, through February 25, 2022.

8. "Class Representative" or "Plaintiff" means Plaintiff Anisha Wise.

9. "Class Representative Service Award" means the amount that the Court authorizes to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action, including communicating with Class Counsel regarding the claims in the Action, reviewing the pleadings and documents in the Action, and for executing a general release. Subject to the Court granting final approval, the Parties agree that Plaintiff shall be paid up to Ten Thousand Dollars (\$10,000.00) from the Gross Settlement Amount. Any portion of the Class Representative Service Award not awarded to the Class Representative shall be added to the Net Settlement Amount.

10. "Complaint" means the operative First Amended Class and Representative Action Complaint filed by Plaintiff Anisha Wise in this Action.

11. "Counsel for Defendant" or "Defense Counsel" means Aaron H. Cole and David Szwarczstejn of the law firm Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

12. "Court" means the Superior Court for the State of California, County of San Joaquin, or any other court taking jurisdiction of the Action.

13. "Defendant" means Defendant La Petite Academy, Inc.

14. "Effective Date" means the latter of the following: (1) the date the Court grants Final Approval if no valid objections have been filed or if any objections were filed but withdrawn prior to the Final Approval Hearing; (2) if one or more valid objections have been filed but no appellate proceedings have been initiated, thirty (30) days after the date the Court enters an order granting final approval of the Settlement; or (3) if one or more valid objections have been filed, and an appeal, writ, or other appellate proceeding has been initiated, the date on which any appeal, writ, or

1 other appellate proceedings have been finally and conclusively dismissed with no right to pursue
2 further remedies or relief.

3 15. "Final Approval" means that the Final Approval Order has been entered by the Court.

4 16. "Gross Settlement Amount" means the maximum settlement amount of Eight Hundred
5 Twenty-Eight Thousand Four Hundred Dollars (\$828,400.00) to be paid by Defendant as a result of
6 this Stipulation. The Gross Settlement Amount includes all Individual Settlement Payments to
7 Participating Class Members, the Class Representative Service Award to Plaintiff, Class Counsel
8 Award, Settlement Administration Costs to the Settlement Administrator, and payment of PAGA
9 penalties to the California Labor & Workforce Development Agency. The Gross Settlement Amount
10 is non-reversionary, such that no portion of the Gross Settlement Amount shall revert back to
11 Defendant.

12 17. "Individual Settlement Payment" means the amount payable from the Net Settlement
13 Amount to each Participating Class Member.

14 18. "Net Settlement Amount" means the balance of the Gross Settlement Amount
15 remaining after deduction of the approved Class Representative Service Award, Class Counsel Award,
16 Settlement Administration Costs, and the LWDA portion of the PAGA Payment. The entire Net
17 Settlement Amount will be available for distribution to Participating Class Members.

18 19. "Notice of Objection" means a Class Member's written objection to the Settlement. A
19 valid Notice of Objection should include: (a) the objector's full name, signature, address, and
20 telephone number; (b) a written statement of basis for the objection; and (c) any copies of papers,
21 briefs, or documents upon which the objection is based, if any. The Notice of Objection must be
22 returned by mail and/or fax to the Settlement Administrator at the specified address/facsimile
23 indicated in the Notice Packet and postmarked and/or fax stamped on or before the Response
24 Deadline.

25 20. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
26 attached as **Exhibit A**.

27 21. "PAGA Payment" means the portion of the Gross Settlement Amount that the Parties
28 have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys

General Act of 2004 (Cal. Labor Code § 2698, *et seq.*, “PAGA”). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l). The Parties have agreed that Twenty Thousand Dollars (\$20,000.00) of the Gross Settlement Amount shall be allocated to the resolution of any Class Members’ claims arising under PAGA. Pursuant to the PAGA, seventy-five percent (75%), *i.e.*, the sum of Fifteen Thousand Dollars (\$15,000.00), of the PAGA Payment shall be paid to the California Labor & Workforce Development Agency (“LWDA”), and twenty-five percent (25%), *i.e.*, the sum of Five Thousand Dollars (\$5,000.00), of the PAGA Payment shall be part of the Net Settlement Amount to be distributed to Participating Class Members. This Settlement will be forwarded to the LWDA by Class Counsel or the Settlement Administrator and any reallocation of settlement proceeds to increase the PAGA Payment will not constitute grounds by either Party to void this Agreement, so long as the Gross Settlement Amount remains the same.

22. “Parties” means Plaintiff, on behalf of herself and Class Members, and Defendant collectively.

23. “Participating Class Member(s)” means all Class Members who do not opt out of the settlement by submitting a valid and timely Request for Exclusion.

24. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

25. “Released Claims” means the following:

- a. All claims, including penalties, costs, and attorneys’ fees related thereto, that could have been brought under the facts and allegations made in the operative Complaint, including claims for violation of Labor Code § 226 that accrued from November 9, 2020, through February 25, 2022;
- b. All claims for penalties under the California Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, including costs and attorneys’ fees related thereto, predicated on the violation of Labor Code § 226, based on the facts as alleged in the operative Complaint that accrued from November 9, 2020, through February 25, 2022.

26. “Released Parties” means Defendant, as well as its related entities, parents,

1 subsidiaries, and affiliates, and each of their respective members, owners, partners, shareholders,
2 officers, directors, managing agents, supervisors, employees, agents, attorneys, insurers, successors,
3 and assigns.

4 27. "Request for Exclusion" means a timely written request submitted by a Class Member
5 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) contain
6 the case name and number of the Action; (b) contain the full name, address, and telephone number of
7 the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be
8 included in the settlement; (d) be returned by mail and/or fax to the Settlement Administrator at the
9 specified address and/or facsimile indicated in the Notice Packet; and (e) be postmarked on or before
10 the Response Deadline. The date of the postmark on the return envelope or fax stamp on the
11 submission will be the exclusive means to determine whether a Request for Exclusion has been timely
12 submitted.

13 28. "Response Deadline" means forty-five (45) days after the Settlement Administrator
14 initially mails the Notice Packet to Class Members, and the last date on which Class Members may
15 submit Request(s) for Exclusion and/or written objections to the Settlement.

16 29. "Settlement" means the agreement among the Parties to resolve the Action, as set forth
17 in this Stipulation.

18 30. "Settlement Administrator" means Phoenix Settlement Administrators.

19 31. "Settlement Administration Costs" means the fees and expenses reasonably incurred by
20 the Settlement Administrator as a result of the procedures and processes expressly required by this
21 Agreement, which are estimated at Fifteen Thousand Dollars (\$15,000.00). Any portion of the
22 Settlement Administration Costs not used or approved by the Court shall be added to the Net
23 Settlement Amount.

24 32. "Settlement Payment Check" means the payment to Participating Class Members
25 pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement,
26 which shall be mailed fifteen (15) business days after Defendant's funding the Gross Settlement
27 Amount as set forth in Paragraph 40.

28 ///

RECITALS

33. This Settlement is made and entered into by and between Plaintiff and Defendant, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. Defendant denies that it is liable to Plaintiff or the Class Members and denies that it has violated any law.

34. On November 3, 2021, Plaintiff filed a notice with the LWDA alleging that Defendant violated Labor Code § 226, pursuant to Labor Code § 2699. Specifically, Plaintiff alleged that the wage statements issued by Defendant did not identify the correct total hours worked when overtime wages were paid.

35. On November 9, 2021, Plaintiff filed a class action complaint in San Joaquin County Superior Court. The complaint alleges a cause of action for violation of Labor Code § 226.

36. On January 7, 2022, Plaintiff filed a separate, related representative action complaint in San Joaquin County Superior Court, Case Number STK-CV-UOE-2021-0000154 ("Related Action"). The Related Action alleged a cause of action for violation of the PAGA, predicated on an underlying violation of Labor Code § 226.

37. On April 26, 2022, Plaintiff filed a First Amended Class and Representative Action Complaint ("FAC"), combining the claims of the Related Action with the instant Action. The FAC alleges two causes of action for: (1) violation of Labor Code § 226; and (2) violation of the PAGA. Specifically, Plaintiff alleges that the wage statements issued by Defendant failed to identify the correct hourly rates of pay and total hours worked. Plaintiff seeks to represent a Class of similarly situated employees and other aggrieved employees. Plaintiff further seeks penalties, attorneys' fees, and costs. The FAC is the Operative Complaint.

38. The Parties recognize the risk, expense, and delay in continuing the Action, and therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

TERMS OF AGREEMENT

1 39. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement
2 Amount of Eight Hundred Twenty-Eight Thousand Four Hundred Dollars (\$828,400.00) as specified
3 in this Agreement in full satisfaction of all claims arising from the Action, which shall be used to pay:
4 (1) Individual Settlement Payments; (2) Class Counsel Award; (3) Class Representative Service
5 Award; (4) Settlement Administration Costs to the Settlement Administrator; and (5) LWDA portion
6 of the PAGA Payment. The Parties agree that this is a non-reversionary Settlement and that no portion
7 of the Gross Settlement Amount shall revert to Defendant.

8 40. Funding of the Gross Settlement Amount. Within ten (10) business days after the
9 Effective Date, Defendant shall make a one-time deposit of the Gross Settlement Amount into a
10 Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. The QSF shall
11 be an interest-bearing account at a federally insured bank that is mutually acceptable to the Parties and
12 the Settlement Administrator. The Parties agree that the QSF is intended to be a “Qualified Settlement
13 Fund” under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. §
14 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. With respect to
15 the QSF, the Settlement Administrator shall: (1) open and administer the Settlement Account in such a
16 manner as to qualify and maintain the qualification of the QSF as a “Qualified Settlement Fund” under
17 Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state
18 and local and income and other tax reporting, return, and filing requirements with respect to the QSF
19 and any interest or other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes
20 (including any estimated taxes, interest, or penalties) with respect to the interest or other interest
21 earned by the QSF, and (ii) fees, expenses and costs incurred in connection with the opening and
22 administration of the QSF and the performance of its duties and functions as described in this
23 Agreement. The aforementioned taxes, fees, costs, and expenses shall be treated as and included in the
24 costs of administering the QSF and as Settlement Administration Expenses. The Parties and the
25 Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund
26 on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement
27 shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(e)(ii). The Parties
28 agree to cooperate with the Settlement Administrator and one another to the extent reasonably

necessary to carry out the provisions of this Section.

41. Class Counsel Award. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, the sum of Two Hundred Eighty-Nine Thousand Nine Hundred Forty Dollars (\$289,940.00), and costs in the amount of up to Ten Thousand Dollars (\$10,000.00), which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs, and expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

42. Class Representative Service Award. Defendant agrees not to oppose or impede any application or motion by Plaintiff for a Class Representative Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff. The Class Representative Service Award shall be paid from the Gross Settlement Amount and shall be paid in addition to Plaintiff's Individual Settlement Payment as a Participating Class Member. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative Service Award and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award. Any portion of the Class Representative Service Award not awarded to Plaintiff shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

43. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently estimated at Fifteen Thousand Dollars (\$15,000.00). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of IRS Form 1099, establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement Amount and Class Counsel Award, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

44. Calculation of Individual Settlement Payments. The Net Settlement Amount shall be used to satisfy Individual Settlement Payments to Participating Class Members in accordance with the terms of this Agreement. The Settlement Administrator will allocate the Individual Settlement Payments by distributing the Net Settlement Amount to the Class on a pro-rata basis. The Net Settlement Amount will be divided by the total number of applicable wage statements issued to the Class, which will result in the "Wage Statement Value." The Wage Statement Value will be multiplied by the number of applicable wage statements each Class Member received during the Class Period.

Defendant maintains no reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payments for each Participating Class Member so that the amount actually distributed to Class Members equals 100% of the Net Settlement Amount.

45. Tax Treatment. All Individual Settlement Payments shall be allocated as 100% as penalties, interest, and other non-wage damages. The amount of payment shall be reported on an IRS Form 1099 by the Settlement Administrator.

Defendant makes no representation as to the tax treatment or legal effect of the payments called for in this Agreement, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendant. Plaintiff and Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Plaintiff, Class Counsel, and Class Members shall be solely and legally responsible for correctly characterizing the payments they receive pursuant to this Agreement for tax purposes and for paying any taxes on the amounts received.

46. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR

1 SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
2 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED
3 STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);
4 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS
5 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
6 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
7 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
8 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
9 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
10 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
13 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
14 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
15 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
16 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
17 AGREEMENT.

18 47. Issuance of Tax Forms. The Settlement Administrator shall be responsible for issuing
19 to Plaintiff, Class Members, and Class Counsel any 1099 or other tax forms as may be required by
20 law for all amounts paid pursuant to this Agreement. All expenses and costs incurred by, or at the
21 direction of, the Settlement Administrator in connection with the operation and implementation of this
22 Settlement Agreement (including, without limitation, expenses of tax attorneys and/or accountants and
23 mailing and distribution costs and expenses relating to filing or failing to file the informational and
24 other tax returns described in this Agreement) shall be treated as, and considered to be, costs of
25 administration of this Settlement and thus part of the Settlement Administration Costs.

26 48. Calculation of Gross Settlement Amount. The Gross Settlement Amount was
27 calculated with, and is premised on, approximately 1,362 Class Members who received 20,710 wage
28 statements during the Class Period. If the number of wage statements issued to the Class during the

1 Class Period increases beyond 20,710 at the time Plaintiff files her motion for preliminary approval
2 of the Settlement, the Gross Settlement Amount shall increase in proportion to the increase in the
3 number of wage statements. For example, a 2% increase in the number of wage statements would
4 result in a 2% increase of the Gross Settlement Amount.

5 49. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
6 Participating Class Members under this Agreement, the Service Award made to Plaintiff, as well as
7 any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional
8 benefits under any benefit plans to which Plaintiff or any Class Members may be eligible, including,
9 but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
10 plans, sick leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that
11 this Settlement will not affect any rights, contributions, or amounts to which any Class Members may
12 be entitled under any benefit plans. The Parties agree that any Individual Settlement Payment or the
13 Class Representative Service Award paid to Class Members or Plaintiff under the terms of this
14 Agreement do not represent any modification of Class Members' or Plaintiff's previously credited
15 hours of service or other eligibility criteria under any employee pension benefit plan, employee
16 welfare benefit plan, or any other plan or program, sponsored by Defendant. Further, any Individual
17 Settlement Payments or the Class Representative Service Award paid hereunder shall not be
18 considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual
19 within, an employee pension benefit plan, employee welfare benefit plan, or any other plan or program
20 sponsored by Defendant.

21 50. Settlement Administration Process. The Parties agree to cooperate in the
22 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
23 and expenses incurred in the administration of the Settlement. The Settlement Administrator shall
24 provide the following services: (a) calculate each Class Member's potential Individual Settlement
25 Payment from the Net Settlement Amount; (b) prepare and mail the Notice Packet; (c) take
26 appropriate steps to trace, update, and locate any Class Member whose address or contact information
27 as provided to the Settlement Administrator is inaccurate or outdated; (d) provide to Class Counsel
28 and Defendant's counsel a weekly report of the progress and completion of tasks identified in this

Agreement; (e) establish and maintain prior to disbursement all settlement funds in a qualified settlement fund; (f) issue and distribute all payments provided for in this Agreement, including the Individual Settlement Payments; and (g) report the payments made pursuant to this Agreement as required on Form 1099 or other applicable forms.

51. Delivery of the Class List and Data. Within twenty (20) calendar days of Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement Administrator.

52. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

53. Confirmation of Contact Information in the Class List and Data. Prior to mailing, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes.

54. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement's principal terms; (3) the Class definition; (4) each Class Member's estimated Individual Settlement Payment if they do not request to be excluded; (5) the dates that comprise the Class Period; (6) instructions on how to submit valid Requests for Exclusion or objections; (7) the deadlines by which the Class Member must submit a Request for Exclusion or Notice of Objection to the Settlement; (8) the date for the final approval hearing; and (9) the claims to be released. The Notice Packet will also inform Class Members that they do not need to do anything except keep the Settlement Administrator apprised of their current mailing addresses in order to receive the Individual Settlement Payment.

55. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the correct address

1 using a skip-trace, or other search using the name, address and/or Social Security Number of the Class
2 Member involved, and shall then perform a re-mailing. Those Class Members who receive a re-mailed
3 Notice Packet shall have their Response Deadline extended by up to fifteen (15) days from the original
4 Response Deadline.

5 56. Request for Exclusion Procedures. Any Class Member may opt-out from the
6 Settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked
7 by the Response Deadline. A Request for Exclusion must: (1) contain the name, address, telephone
8 number, and the last four digits of the Social Security Number of the person requesting exclusion; (2)
9 clearly state that the Class Member does not wish to be included in the Settlement; (3) be signed by
10 the Class Member; (4) be returned by mail to the Settlement Administrator at the specified address;
11 and (5) be postmarked on or before the Response Deadline. The date of the postmark shall be the
12 exclusive means to determine whether a Request for Exclusion is timely. By submitting such a
13 Request for Exclusion, a Class Member shall be deemed to have exercised his or her option to opt out
14 of the Action and not be bound by this Agreement, with the exception of the PAGA release. A Class
15 Member who submits a valid and timely Request for Exclusion will continue to bound by the release
16 of the PAGA claims. Any Class Member who fails to submit a valid and timely Request for
17 Exclusion on or before the Response Deadline shall be deemed a Participating Class Member, and will
18 be bound by all terms of the Settlement to the fullest possible extent, if the Settlement is granted final
19 approval by the Court. Upon request, the Settlement Administrator shall provide counsel for
20 Defendant with a complete list of all Class Members who have timely submitted a Request for
21 Exclusion. If more than five percent (5%) of all Class Members submit valid and timely Requests for
22 Exclusions, Defendant has the sole and exclusive right to terminate this Agreement within ten (10)
23 court days of the Class Member Response Deadline, with written notice to Class Counsel and the
24 Settlement Administrator. If Defendant exercises this option to withdraw from this Agreement,
25 Defendant understands and agrees to pay for all costs incurred by the Settlement Administrator
26 through the date of Defendant's written notice of withdrawal to Class Counsel and the Settlement
27 Administrator.

28 57. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member

1 who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for
2 Exclusion shall be bound by all terms of the Settlement to the fullest possible extent, including those
3 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court.

4 58. Objection Procedures. Any Class Member who does not opt-out of this Settlement
5 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member should return
6 by mail a written statement of objection to the Settlement Administrator at the specified address by the
7 Response Deadline. The Notice of Objection should include: (a) the objector's full name, signature,
8 address, and telephone number; (b) a written statement of the basis for the objection; and (c) any
9 copies of papers, briefs, or documents upon which the objection is based. Class Members who submit
10 a timely Notice of Objection will have the right to appear at the final approval hearing to have their
11 objections heard by the Court, at their own expense. However, any Class Member who does not
12 submit a Notice of Objection in compliance with this section may nevertheless appear at the final
13 approval hearing and present an oral objection to the Settlement. Any Class Member who does not
14 submit a Notice of Objection in compliance with this section, or who does not appear at the final
15 approval hearing and present an oral objection to the Settlement, shall be deemed to have waived any
16 objection(s), shall be conclusively deemed a Participating Class Member, and shall be precluded from
17 making any objection (including by appeal or otherwise) to the Settlement. At no time shall any of the
18 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
19 objections to the Settlement or appeal from the Order and Judgment. Class Counsel shall not represent
20 any Class Members with respect to any such objections to this Settlement. Any Class Member who
21 submits a valid Request for Exclusion shall not be allowed to object to this Settlement.

22 59. Settlement Administrator's Reports of Information. The Settlement Administrator shall
23 provide Defense Counsel and Class Counsel a weekly report which certifies the number of Class
24 Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
25 Administrator will provide to counsel for both Parties any updated reports regarding the
26 administration of the Settlement as needed or requested. The Settlement Administrator shall also
27 forward to Parties' counsel and file with the Court any Notices of Objection received immediately
28 upon receipt. Further, if requested by Parties' counsel, the Settlement Administrator shall forward any

Request for Exclusion to the Parties' counsel so that they can determine whether the Request for Exclusion is valid and timely.

60. Timing of Individual Settlement Payments. Within fifteen (15) calendar days of Defendant funding the Gross Settlement Amount, the Settlement Administrator shall issue payments to Participating Class Members. Within five (5) calendar days of Defendant funding the Gross Settlement Amount, the Settlement Administrator shall issue payments to (1) Plaintiff; and (2) Class Counsel. The Settlement Administrator shall also issue a payment to itself for services performed in connection with the Settlement.

61. Uncashed Settlement Payment Checks. Any checks issued by the Settlement Administrator to Participating Class Members shall be negotiable for not less than one hundred and eighty (180) days from the date of their issuance. This is a non-reversionary settlement. All Individual Settlement Payments to Class Members that remain un-cashed within one hundred eighty (180) days of the mailing of Settlement Payment Checks by the Settlement Administrator shall be paid out pursuant to California Code of Civil Procedure § 384 to the following *cy pres* recipient: Legal Aid at Work.

62. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

63. Administration Costs if Settlement Fails or is Delayed. If an objection to the Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

64. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

65. Release of Claims by Participating Class Members. Upon the Effective Date, for and in consideration of the mutual promises, terms, and conditions by and between the Participating

Class Members and Defendant set forth herein, the sufficiency of which consideration is expressly acknowledged, the Participating Class Members do hereby fully, finally, and forever release and discharge the Released Parties from any and all Released Claims. Nothing in this Agreement shall be construed to require Participating Class Members to waive or release rights which may not be waived or released as a matter of applicable law. This release is final and binding on all Participating Class Members.

66. Release of Claims by Plaintiff. As a condition of obtaining the Service Award provided for herein, Plaintiff, in her individual capacity, agrees to release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Agreement including but not limited to claims arising from or related to her employment with Defendant (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims include, but are not limited to, all of the Released Claims and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys’ fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law.

To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

67. Nullification of Settlement. In the event that the Settlement does not become final for

any reason, then this Agreement, and any documents generated to bring it into effect, shall be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise be treated as void from the beginning.

68. Disputes Regarding Individual Settlement Payments. In the event that Class Members have a dispute as to the data provided by the Defendant, Class Members will have the opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement, and that determination shall be binding.

69. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

70. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet, attached to this Agreement as **Exhibit A**. If the Court declines to approve the Settlement or approves it conditionally on modifications to the settlement terms, the Parties shall work in good faith to modify the settlement terms to obtain approval, provided that the material terms of the Settlement are not affected.

71. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for: (i) Individual Settlement Payments; (ii) the

1 Class Counsel Award; (iii) the Class Representative Service Award; and (iv) Settlement
2 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain
3 final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
4 application to be heard at the Final Approval Hearing.

5 72. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
6 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with the
7 terms of this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction
8 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement,
9 (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate
10 under court rules or as set forth in this Agreement.

11 73. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
12 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
13 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

14 74. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of
15 the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations or
16 agreements may be deemed binding on the Parties.

17 75. Amendment or Modification. This Agreement may be amended or modified only by a
18 written instrument signed by the Parties or their successors-in-interest.

19 76. Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent
20 they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to
21 take all appropriate actions required or permitted to be taken by the Parties pursuant to this Agreement
22 to effectuate its terms and to execute any other documents required to effectuate the terms of this
23 Agreement. The Parties and their counsel will cooperate with each other and use their best and good-
24 faith efforts to effect the implementation of the Settlement. If the Parties are unable to reach
25 agreement on the form or content of any document needed to implement the Settlement, or on any
26 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
27 Parties may seek the assistance of the Court to resolve such disagreement.

28 77. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure

1 to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

2 78. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
3 governed by and interpreted according to the laws of the State of California.

4 79. Execution and Counterparts. This Agreement is subject only to the execution of all
5 Parties. However, the Agreement may be executed in one or more counterparts. All executed
6 counterparts and each of them, including facsimile and scanned copies of the signature page, shall be
7 deemed to be one and the same instrument provided that counsel for the Parties shall exchange among
8 themselves original signed counterparts.

9 80. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
10 Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
11 Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation,
12 taking into account all relevant factors, present and potential. The Parties further acknowledge that
13 they are each represented by competent counsel and that they have had an opportunity to consult with
14 their counsel regarding the fairness and reasonableness of this Agreement.

15 81. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
16 the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent
17 with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Any
18 invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any other
19 provision if Defendant and Class Counsel, on behalf of the Parties and the Settlement Class, mutually
20 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
21 included in this Agreement.

22 82. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
23 Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Award below the amount
24 Class Counsel requests, and either Party may appeal any order that materially alters the Agreement's
25 terms.

26 83. Class Action Certification. The Parties are agreeing to class certification for settlement
27 purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of
28 any kind by Defendant, including without limitation, that certification of a class for trial or any other

purpose is appropriate or proper or that Plaintiff or any Class Member can establish any of the requisite elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or any documents or orders issued related to this Settlement will not be admissible, other than according to the Settlement's terms, in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiff or any Class Member.

84. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission of any nature on the part of Defendant, or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

85. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

86. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

1 87. Enforcement Actions. In the event that one or more of the Parties institutes any legal
2 action or other proceeding against any other Party or Parties to enforce the provisions of this
3 Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or Parties
4 shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and
5 costs, including expert witness fees incurred in connection with any enforcement actions.

6 88. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
7 conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly
8 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
9 for one of the Parties, it being recognized that, because of the arm's-length negotiations between the
10 Parties, all Parties have contributed to the preparation of this Agreement.

11 89. Representation by Counsel. The Parties acknowledge that they have been represented
12 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
13 Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class
14 Counsel warrant and represent that there are no liens on the Agreement.

15 90. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
16 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
17 Agreement.

18 91. Binding Agreement. The Parties warrant that they understand and have full authority
19 to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and
20 binding on all Parties and agree that it shall be admissible and subject to disclosure in any proceeding
21 to enforce its terms.

22 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
23 Stipulation of Class Action Settlement and Release between Plaintiff and Defendant as of the date(s)
24 set forth below:

25 **READ CAREFULLY BEFORE SIGNING**
26
27
28

1 Dated: May ⁴, 2022

ANISHA WISE

2
3 DocuSigned by:
By: Anisha Wise
4 718F509764D7446

5 Dated: May 19, 2022

LA PETITE ACADEMY, INC.

6
7 By: [Signature]
8 Title: GENERAL COUNSEL
9

10 APPROVED AS TO FORM AND CONTENT:

11
12 Dated: May 6, 2022

DIVERSITY LAW GROUP, P.C.

13
14 By: [Signature]
15 Larry W. Lee
16 Kristen M. Agnew
17 Nicholas Rosenthal
Attorneys for Plaintiff Anisha Wise

18 Dated: May 4, 2022

POLARIS LAW GROUP

19 DocuSigned by:
20 By: William Marder
21 0CED7A9289884D2...
William L. Marder
Attorneys for Plaintiff Anisha Wise

22
23 Dated: May 6, 2022

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

24
25 By: [Signature]
26 Aaron H. Cole
27 David Szwarcztein
28 Attorneys for Defendant La Petite Academy, Inc.

EXHIBIT A

Anisha Wise v. La Petite Academy, Inc.
Superior Court of California, County of San Joaquin
(Case No. STK-CV-UOE-2021-0010461)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER EMPLOYEE OF LA PETITE ACADEMY, INC. (“LPA”) IN THE STATE OF CALIFORNIA AND RECEIVED WAGE STATEMENTS AT ANY TIME DURING THE PERIOD OF NOVEMBER 9, 2020, THROUGH FEBRUARY 25, 2022, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The San Joaquin County Superior Court (“Court”) authorized this Notice to be sent by _____ (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

LPA CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

«BarcodeString»
SIMID «SIMID»

ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY
\$«MERGED_EstSettAmnt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT**

- Anisha Wise (“Named Plaintiff”) has sued La Petite Academy, Inc. (“Defendant”) on behalf of herself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING

You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.

You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: _____, 2022)	If you ask to be excluded from the settlement, you will get no payment from the class settlement, but you will keep any rights to sue Defendant separately for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: _____, 2022)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is This Lawsuit About?

In the lawsuit, the Named Plaintiff claimed that Defendant failed to provide accurate itemized wage statements to Class Members, in violation of California Labor Code section 226. Specifically, Plaintiff alleges that the wage statements did not identify the correct rates of pay and total hours worked when hourly wages were paid. Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements, but is resolving this action in order to avoid the costs of further legal proceedings.

3. Why is This a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Anisha Wise), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The San Joaquin County Superior Court is in charge of the case. The lawsuit is known as *Anisha Wise v. La Petite Academy, Inc.*, Case No. STK-CV-UOE-2021-0010461.

4. Why is There a Settlement?

The Court did not decide in favor of Named Plaintiff or Defendant. Named Plaintiff thinks she could have won at trial. Defendant thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that any current and former non-exempt employee of La Petite Academy, Inc. in the State of California, who received a wage statement at any time from November 9, 2020, through February 25, 2022 (the “Class Period”) is a class member.

6. What Does the Settlement Provide?

The proposed settlement provides for a payment by Defendant of \$828,400.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement administration costs not to exceed \$15,000.00; (b) class representative service award to Named Plaintiff not to exceed \$10,000.00 for her work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$289,940.00; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$10,000.00; and (e) payment of PAGA penalties in the amount of \$15,000 to the California Labor & Workforce Development Agency (“LWDA”). **Class Counsel’s attorneys’ fees and costs and Named Plaintiff’s class representative service award remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of wage statements you received from Defendant during the period of November 9, 2020, through February 25, 2022, as compared to the total number of wage statements received by all class members in that same period. Based upon Defendant’s records, the number of applicable wage statements you received is determined to be **. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of wage statements with payment for wages, see below (Question 9).

8. How Do I Get a Payment?

To qualify for payment, you need not do anything other than keep the Settlement Administrator informed of your current mailing address. The Settlement Administrator will mail you a check within about forty-five days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe the Information is Inaccurate?

If you believe the number of wage statements you received during the period of November 9, 2020, through February 25, 2022 is inaccurate, you may dispute it by sending a letter to [ADMINISTRATOR’S ADDRESS] no later than _____, 2022. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Get a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims that are

based on the facts alleged by Named Plaintiff in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or “releasing” the claims described below:

all claims, including penalties, costs, and attorneys’ fees related thereto, that could have been brought under the facts and allegations made in the operative Complaint, including claims for violation of Labor Code § 226 that accrued from November 9, 2020, through February 25, 2022; and

all claims for penalties under the California Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, including costs and attorneys’ fees related thereto, predicated on the violation of Labor Code § 226, based on the facts as alleged in the operative Complaint that accrued from November 9, 2020, through February 25, 2022.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Anisha Wise v. La Petite Academy, Inc.* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than _____, 2022, to the Settlement Administrator at ****.*.

If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense, except the PAGA claims. You will continue to be bound by the release of PAGA claims even if you opt out.

12. If I Don’t Exclude Myself, Can I Sue Defendant or Get Money from the Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is _____, 2022.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class action claims in this matter.

13. How Do I Tell the Court that I Don’t Believe that the Settlement is Fair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. All objections must be signed by you and must include: (1) your full name, address, telephone number, and your signature; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is

based. You must mail your objection postmarked no later than _____, 2022, to the Settlement Administrator at ***** as well as to the Court at the following address: Clerk of the Court, Superior Court of California, County of San Joaquin, 180 E. Weber Ave., Stockton, CA 95202. You may also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

Alternatively, you may appear at the final approval hearing for the settlement and present your objection to the Court orally, even without submitting a written objection. If you plan to appear you must send a notice to appear in advance of your appearance to Clerk of the Court, Superior Court of California, County of San Joaquin, 180 E. Weber Ave., Stockton, CA 95202.

14. What Is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

15. Do I Have a Lawyer in this Case?

The Court decided that the law firms of Diversity Law Group and Polaris Law Group, both of which represent the Named Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

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

The attorneys for the Named Plaintiff and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$289,940.00 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$10,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$10,000.00 will be paid from the Gross Settlement Amount for her work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Erin Guy Castillo on _____, 2022, at ____ a.m., in Department 10B of the Superior Court of California for the County of San Joaquin, 180 E. Weber Ave., Stockton, CA 95202, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The

Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel or the Settlement Administrator: _____, [Address], Toll-Free Phone Number: [insert]

19. What is the Contact Information for the Court and Class Counsel?

The address for the Court and Class Counsel are as follows:

COURT	CLASS COUNSEL
Clerk of Court Superior Court of California, County of San Joaquin 180 E. Weber Ave, Stockton, CA 95202	DIVERSITY LAW GROUP Larry W. Lee Kristen M. Agnew Nicholas Rosenthal 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554 POLARIS LAW GROUP William L. Marder 501 San Benito Street, Suite 200 Hollister, CA 95023 Telephone: (831) 531-4214 Facsimile: (831) 634-0333

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Anisha Wise v. La Petite Academy, Inc.

c/o _____

Address

City, CA, Zip

Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.