

10B
11-14-22

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BRANDON E. RILEY, CLERK
By [Signature]
DEPUTY

**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)

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: November 14, 2022
Time: 9:00 a.m.
Dept.: 10B

Complaint Filed: November 9, 2021
FAC Filed: May 2, 2022
Trial Date: None Set

OCT 20 2022

1 Plaintiff Anisha Wise ("Plaintiff") and Defendant La Petite Academy, Inc. ("Defendant")
2 (collectively, the "Settling Parties") have entered into the Joint Stipulation of Class Action Settlement
3 and Release ("Settlement Agreement") to settle the above-captioned class action subject to the
4 Court's approval (the "Settlement").

5 This matter is now before the Court on Plaintiff's Motion for Final Approval of Class Action
6 Settlement. The Court has read, heard, and considered all the pleadings and documents submitted,
7 and the presentations made in connection with the Motion which came on for hearing on November
8 14, 2022.

9 **I. BACKGROUND**

10 On November 9, 2021, Plaintiff Anisha Wise ("Plaintiff") filed a complaint on behalf of
11 herself and all similarly situated employees against Defendant La Petite Academy, Inc. ("Defendant")
12 in the Superior Court of the State of California for the County of San Joaquin. On May 2, 2022,
13 Plaintiff filed a first amended complaint. The first amended complaint is the operative complaint
14 ("Complaint") and alleges violation of Labor Code § 226(a) and Labor Code § 2698, *et seq.*, the
15 Private Attorneys General Act ("PAGA"). Plaintiff seeks damages, penalties, attorneys' fees, and
16 costs.

17 **A. Class Members**

18 The "Class Members" are defined as "all current and former non-exempt employees of
19 Defendant in the State of California, who received a wage statement at any time from November 9,
20 2020, through February 25, 2022."

21 **B. Operation of the Settlement**

22 Pursuant to the Preliminary Approval Order dated July 13, 2022, this Court conditionally
23 certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval
24 Order also approved of the proposed form of notice and notice plan. The Court entered the
25 Preliminary Approval Order after review and consideration of all of the pleadings filed in connection
26 herewith and the oral presentations made by counsel at the hearing.

27 In compliance with the Preliminary Approval Order, the Notice Packet was sent to all Class
28 Members via U.S. first class mail. The notice process was timely completed.

1 This Court finds that the Settlement appears to be the product of serious, informed, non-
2 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
3 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
4 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement is
5 fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final approval of a class
6 action settlement under California law. Under the provisions of California Code of Civil Procedure §
7 382 and FRCP 23, as approved for use by the California state court in *Vasquez v. Superior Court*
8 (1971) 4 Cal. 3d 800, 821, the trial court has discretion to certify a class where:

9 [Q]uestions of law or fact common to the members of the class
10 predominate over any questions affecting only individual members, and
11 that a class action is superior to the available methods for the fair and
efficient adjudication of the controversy...Fed. R. Civ. Proc. 23.

12 Certification of a settlement class is the appropriate judicial device under these circumstances.

13 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
14 FOLLOWS:

15 1. The Court, for purposes of this Order, adopts all defined terms and conditions as set
16 forth in the Settlement Agreement filed in this case.

17 2. The Court has jurisdiction over the subject matter of this litigation and the Class
18 Representative, the other members of the Class, and Defendant.

19 3. The Court finds that the dissemination of the Notice of Class Action Settlement as
20 disseminated to the Class Members, constituted the best notice practicable under the circumstances to
21 all persons within the definition of the Class, and fully met the requirements of California law and
22 due process under the United States Constitution.

23 4. The Court approves the settlement of the above-captioned action, as set forth in the
24 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling
25 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

26 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to
27 bear their own costs and attorneys' fees.

28 6. The Court hereby certifies the following Class for settlement purposes only: all current

1 and former non-exempt employees of Defendant in the State of California, who received a wage
2 statement at any time from November 9, 2020, through February 25, 2022.

3 7. With respect to the Class and for purposes of approving the settlement only and for no
4 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and
5 so numerous that joinder of all members is impracticable; (b) there are questions of law or fact
6 common to the Class, and there is a well-defined community of interest among members of the Class
7 with respect to the subject matter of the claims in this litigation; (c) the claims of Class
8 Representative are typical of the claims of the members of the Class; (d) the Class Representative has
9 fairly and adequately protected the interests of the members of the Class; (e) a class action is superior
10 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of
11 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
12 Plaintiff in his individual and representative capacity and for the Class.

13 8. Defendant shall fund \$828,400.00 of the total Gross Settlement Amount pursuant to the
14 terms of the Settlement Agreement.

15 9. The Court approves the Individual Settlement Payment amounts, which shall be
16 distributed pursuant to the terms of the Settlement Agreement.

17 10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of \$289,940.00
18 and reimbursement of costs in the amount of \$5,119.01; (b) service award to the Class Representative
19 Anisha Wise in the amount of \$10,000.00; (c) the sum of \$15,000.000 to be paid to the California
20 Labor and Workforce Development Agency for PAGA penalties; and (d) \$15,000.00 to the
21 Settlement Administrator, Phoenix Settlement Administrators, for the costs relating to the settlement
22 administration process in this matter. The Court finds that these amounts are fair and reasonable.
23 Defendant is directed to make such payments from the Gross Settlement Amount and in accordance
24 with the terms of the Settlement Agreement.

25 11. The Court hereby enters final judgment in this case in accordance with the terms of the
26 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the
27 Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the
28 action and the Parties, including all Class Members, for purposes of enforcing and interpreting this

1 Order and the Settlement.

2 IT IS SO ORDERED AND ADJUDGED.

3
4 DATED: NOV 14 2022


HON. ERIN GUY CASTILLO
SUPERIOR COURT OF CALIFORNIA