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 18 LA PETITE ACADEMY, INC.

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

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

23 Plaintiff,

24 vs.

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

27 Defendants.  
 28

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

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

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

**DEFINITIONS**

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

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

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

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

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

5. “Class Counsel Award” means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel’s attorneys’ fees of up to thirty-five percent (35%) of the Gross Settlement Amount (\$828,400.00), *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), subject to the Court finally approving this Settlement. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

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

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

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

7 8. “Class Representative” or “Plaintiff” means Plaintiff Anisha Wise.

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

16 10. “Complaint” means the operative First Amended Class and Representative Action  
17 Complaint filed by Plaintiff Anisha Wise in this Action.

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

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

22 13. “Defendant” means Defendant La Petite Academy, Inc.

23 14. “Effective Date” means the latter of the following: (1) the date the Court grants Final  
24 Approval if no valid objections have been filed or if any objections were filed but withdrawn prior  
25 to the Final Approval Hearing; (2) if one or more valid objections have been filed but no appellate  
26 proceedings have been initiated, thirty (30) days after the date the Court enters an order granting  
27 final approval of the Settlement; or (3) if one or more valid objections have been filed, and an  
28 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

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

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

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

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

18 25. “Released Claims” means the following:

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

23 b. All claims for penalties under the California Private Attorneys General Act of  
24 2004, Labor Code § 2698, *et seq.*, including costs and attorneys’ fees related  
25 thereto, predicated on the violation of Labor Code § 226, based on the facts as  
26 alleged in the operative Complaint that accrued from November 9, 2020,  
27 through February 25, 2022.

28 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.

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**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



1 necessary to carry out the provisions of this Section.

2 41. Class Counsel Award. Defendant agrees not to oppose or impede any application or  
3 motion by Class Counsel for attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement  
4 Amount, *i.e.*, the sum of Two Hundred Eighty-Nine Thousand Nine Hundred Forty Dollars  
5 (\$289,940.00), and costs in the amount of up to Ten Thousand Dollars (\$10,000.00), which shall be  
6 paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099  
7 to Class Counsel reflecting the awarded attorneys' fees, costs, and expenses. Any portion of the  
8 Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount and  
9 shall be distributed to Class Members as provided in this Agreement.

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

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

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

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

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

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

23           46.    Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES  
24 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS  
25 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)  
26 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND  
27 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES  
28 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 ADVISOR TO  
10 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER  
12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF  
13 ANY SUCH ATTORNEY'S OR ADVISOR'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

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

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

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

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

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

24 55. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement  
25 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via  
26 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
27 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding address  
28 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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

25 71. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit  
26 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's permission, a  
27 Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the  
28 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

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

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

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

26       86.    Waiver. No waiver of any condition or covenant contained in this Agreement or failure  
27 to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a  
28 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**

1 Dated: May <sup>4</sup>\_\_, 2022

ANISHA WISE

2  
3 DocuSigned by:  
By: Anisha Wise  
4 718F509761B7416  
Anisha Wise

5 Dated: May <sup>19</sup>\_\_, 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 <sup>6</sup>\_\_, 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 <sup>4</sup>\_\_, 2022

POLARIS LAW GROUP

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

22  
23 Dated: May <sup>6</sup>\_\_, 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.