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7/12/22

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Filed JUL 13 2022
BRANDON E. RILEY, CLERK
By [Signature]
DEPUTY

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

18 **BY FAX**

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

21 Plaintiff,

22 vs.

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

25 Defendants.

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

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

^{EBC}
[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: July 12, 2022
Time: 9:00 a.m.
Dept.: 10B

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

JUN 06 2022

1 Plaintiff Anisha Wise's application for an Order Granting Preliminary Approval of Class Action
2 Settlement was filed with the Court on June 6, 2022, and a hearing was held before this
3 Court on July 12, 2022.

4 The Court has considered the Joint Stipulation of Class Action Settlement and Release
5 ("Settlement Agreement") and all other papers filed in this action.

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court grants preliminary approval of the Settlement Agreement between Plaintiff
8 Anisha Wise ("Plaintiff") and Defendant La Petite Academy, Inc. ("Defendant") (together, Plaintiff and
9 Defendant shall be referred to as the "Parties") filed herewith. The Joint Stipulation of Class Action
10 Settlement and Release appears to be fair, adequate, and reasonable to the Class;

11 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through their
12 counsel of record in the Litigation, have reached an agreement to settle all claims in the Litigation on
13 behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

14 3. The Court hereby conditionally certifies the following Class for settlement purposes only:
15 all current and former non-exempt employees of Defendant in the State of
16 California, who received a wage statement at any time from November 9,
17 2020, through February 25, 2022.

18 Should for whatever reason the Settlement Agreement not become Final, the fact that the Parties
19 were willing to stipulate to certification of a class as part of the Settlement Agreement shall have no
20 bearing on, or be admissible in connection with, the Litigation or the issue of whether a class should be
21 certified in a non-settlement context.

22 4. The Court appoints and designates: (a) Plaintiff Anisha Wise as the Class Representative
23 and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity Law Group, P.C. and
24 William L. Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to
25 act on behalf of the Class with respect to all acts or consents required by, or which may be given,
26 pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the
27 Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her
28 own counsel at such Class Member's own expense. Any Class Member who does not enter an
appearance or appear on his or her own behalf will be represented by Class Counsel.

1 5. The Court hereby approves the terms and conditions provided for in the Settlement
2 Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the range
3 of reasonableness of a settlement, and appears to be presumptively valid, subject only to any objections
4 that may be raised at the final fairness hearing and final approval by the Court. It appears to the Court on
5 a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members
6 when balanced against the probable outcome of further litigation relating to liability and damages issues.
7 It also appears that investigation, research, and court proceedings have been conducted so that counsel
8 for the Settling Parties are able to reasonably evaluate their respective positions. It appears to the Court
9 that settlement at this time will avoid substantial additional costs by all Settling Parties, as well as avoid
10 the delay and risks that would be presented by the further prosecution of the Litigation. It also appears
11 that settlement has been reached as a result of intensive, serious, and non-collusive arm's-length
12 negotiations.

13 6. A final fairness hearing on the question of whether the proposed Settlement Agreement,
14 the allocation of payments to Participating Class Members, attorneys' fees and costs to Class Counsel,
15 and the Class Representative Service Award should be finally approved as fair, reasonable, and adequate
16 as to the members of the Class is hereby set for 11/14/22 at 9:00 AM this Court.

17 7. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
18 ("Notice Packet") to be sent to Class Members, which is attached as **Exhibit A** to the Settlement
19 Agreement. The Court finds that distribution of the Notice Packet substantially in the manner and form
20 set forth in the Settlement Agreement and this Order meets the requirements of due process and shall
21 constitute due and sufficient notice to all parties entitled thereto.

22 8. The Court appoints and designates Phoenix Settlement Administrators as the Settlement
23 Administrator. The Court hereby directs the Settlement Administrator to provide the approved Notice
24 Packet to Class Members using the procedures set forth in the Settlement Agreement.

25 9. Any Class Member may choose to opt out of and be excluded from the settlement as
26 provided in the Settlement Agreement and Notice Packet and by following the instructions for
27 requesting exclusion. Any person who timely and properly requests exclusion from the settlement will
28 not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any

1 Request for Exclusion must be in writing and submitted by each such Class Member opting out and
2 must otherwise comply with the requirements delineated in the Notice Packet. Class Members who have
3 not requested exclusion by submitting a valid and timely Request for Exclusion by the Response
4 Deadline shall be bound by all determinations of the Court, the Settlement Agreement, and Judgment.

5 10. Any Class Member may object to the Settlement Agreement or express his or her views
6 regarding the Settlement Agreement and may present evidence and file briefs or other papers that may
7 be proper and relevant to the issues to be heard and determined by the Court as provided in the Class
8 Notice.

9 11. The Motion for Final Approval shall be filed by the Class Representative no later than
10 sixteen (16) court days before the Settlement Fairness Hearing.

11 12. The Court reserves the right to adjourn or continue the date of the Settlement Fairness
12 Hearing and all dates provided for in the Settlement Agreement without further notice to the Class, and
13 retains jurisdiction to consider all further applications arising out of or connected with the Settlement
14 Agreement.

15 IT IS SO ORDERED.

16 DATED: 7/13/22



17 _____
18 HON. ERIN GUY CASTILLO
19 SUPERIOR COURT OF CALIFORNIA
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