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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

REYNALDO RIOS, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

v.

ABILITY COUNTS, INC., a California
corporation; MOHENI GAJI, individually;
and DOES 1 through 100, inclusive,

Defendants.

REYNALDO RIOS, individually, and on
behalf of other members of the general public
similarly situated; MICHELLE CHASE,
individually, and on behalf of other members of
the general public similarly situated;

Plaintiffs,

v.

ABILITY COUNTS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CVRI2104367

[Consolidated with Case No: CVRI2105433]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 22, 2025

Time: 8:30 a.m.

Reservation ID: 067215178570

Judge: Hon. Harold Hopp

Dept.: 1

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Attorneys for Plaintiffs

1 This matter having come before the Honorable Judge Harold W. Hopp of the Superior Court of
2 the State of California, in and for the County of Riverside, at 8:30 a.m. on September 22, 2025, with
3 Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, Shani O. Zakay, Esq. and Jackland K Hom,
4 Esq. of the Zakay Law Group, APLC, and Edwin Aiwazian, Esq., Joanna Ghosh, Esq., and Vartan
5 Madoyan, Esq., of Lawyers for Justice, PC, as counsel for Plaintiffs Reynaldo Rios and Michelle Chase
6 (“Plaintiffs”), and Kathleen Carter, Esq., and Jeffrey R. Gillette, Esq., of Messner Reeves LLP,
7 appearing for Defendants Ability Counts, Inc. and Moheni Gaji (“Defendants”). The Court, having
8 carefully considered the briefs, argument of counsel and all the matters presented to the Court, and
9 good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
10 and PAGA Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
13 (“Settlement Agreement” or “Agreement”). This is based on the Court’s determination that the
14 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
15 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendants shall pay is One Million Four Hundred and Sixteen Thousand, Two Hundred and Sixty-Six
20 Dollars and Ninety Cents (\$1,416,266.90). It appears to the Court on a preliminary basis that the
21 settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced
22 against the probable outcome of further litigation relating to certification, liability, and damages issues.
23 It further appears that investigation and research have been conducted such that counsel for the Parties
24 are able to reasonably evaluate their respective positions. It further appears to the Court that settlement
25 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks
26 that would be presented by the further prosecution of the litigation. It further appears that the Settlement
27 has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonably of a settlement that could ultimately be given final approval by this Court. The Court
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. Plaintiffs seek payment in the amount of up-to thirty-five percent (35%) of the Gross
7 Settlement Amount for Attorneys' Fees, currently estimated Four Hundred Ninety-Five Thousand, Six
8 Hundred Ninety-Three Dollars and Forty-One Cents (\$495,693.41), Attorneys' Expenses not to exceed
9 Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), and proposed Class Representative Service
10 Awards to the Class Representatives, Reynaldo Rios and Michelle Chase, in the amount of Ten
11 Thousand Dollars and Zero Cents (\$10,000.00) each. While these awards appear to be within the range
12 of reasonableness, the Court will not approve the Class Counsel Attorneys' Fees, Class Counsel
13 Attorneys' Expenses, or Class Representative Service Award until the Final Approval Hearing.

14 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification
15 of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any
16 other proceeding should this Settlement not become final. For settlement purposes only, the Court
17 conditionally certifies the following Class:

18 "all current and former hourly-paid or non-exempt employees of
19 Defendants in California employed during the period from November 29,
20 2017 through September 30, 2024."

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
26 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
27 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to
28 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are

1 qualified to act as counsel for the Class Representatives in their individual capacities and as the
2 representative of the Class Members.

3 8. The Court provisionally appoints plaintiffs Reynaldo Rios and Michelle Chase as the
4 representative of the Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
6 A.P.C., Shani O. Zakay, of the Zakay Law Group, APLC, and Edwin Aiwarzian of Lawyers for Justice,
7 P.C., as Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
9 Class Action Settlement and Final Hearing Date (“Class Notice”), a true and correct copy of which is
10 attached hereto as **Exhibit “A.”** The Court finds that the notice appears to fully and accurately inform
11 the Class Members and Aggrieved Employees of all material elements of the proposed Settlement,
12 including right of any Class Member to be excluded from the Class by completing the attached Request
13 for Exclusion Form, and of each Class Member’s right and opportunity to object to the Settlement via
14 the attached Objection Form. The Court further finds that the distribution of the notice substantially in
15 the manner and form set forth in the Agreement and this Order meets the requirements of due process,
16 is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to
17 all persons entitled thereto. The Court orders the mailing of the notice by first class mail, pursuant to
18 the terms set forth in the Agreement.

19 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. No later
20 than ten (10) business days after the entry of this order, Defendants shall provide to the Settlement
21 Administrator the Class Data, including information regarding Class Members that Defendants will in
22 good faith compile from its records, including each Class Member’s full name; last known address;
23 Social Security Number; and number of Workweeks worked in the Class Period and Pay Periods
24 worked during the PAGA Period (as applicable). No later than twenty-one (21) calendar days entry of
25 this order, the Settlement Administrator shall mail the Class Notice to all identified, potential Class
26 Members via regular first class U.S. Mail using the most current mailing address information available.
27 The Settlement Administrator shall also be required to perform all duties set forth in the Agreement.

28 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the

1 Settlement. A true and correct copy of the proposed exclusion form is attached hereto as **Exhibit “B.”**
2 Any Class Member may individually choose to opt out of and be excluded from the Settlement as
3 provided in the Notice by following the instructions for requesting exclusion from the Settlement of
4 the Released Claims that are set forth in the Notice and submitting the exclusion form to the Settlement
5 Administrator. All requests for exclusion must be postmarked or received by the Response Deadline
6 which is forty-five (45) calendar days after the date the Class Notice is mailed to the Class Members
7 or, in the case of a re-mailed Notice, not more than fourteen (14) calendar days after the original
8 Response Deadline. Any such person who chooses to opt out of and be excluded from the Settlement
9 will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by
10 the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not
11 requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment.
12 A request for exclusion may only opt out that particular individual, and any attempt to affect an optout
13 of a group, class, or subclass of individuals is not permitted and will be deemed invalid. The Settlement
14 Administrator shall file a declaration concurrently with the filing of the Motion for Final Approval,
15 authenticating a copy of every exclusion form received by the administrator.

16 13. Any Class Member may appear at the final approval hearing, regardless of whether they
17 have submitted a timely written objection and notice of intention to appear. Class Members may express
18 their views regarding the Settlement and may present evidence and file briefs or other papers that may
19 be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice.
20 Class Members will have forty-five (45) days from the date the Settlement Administrator mails the
21 Class Notice to postmark their objections to the Settlement Administrator. A true and correct copy of
22 the proposed objection form is attached hereto as **Exhibit “C.”** The Settlement Administrator shall file
23 a declaration concurrently with the filing of the Motion for Final Approval authenticating a copy of
24 every objection form received by the Settlement Administrator.

25 14. A hearing on Plaintiffs’ Motion for Final Approval and Plaintiffs’ Motion for Class
26 Counsel Attorneys’ Fees, Class Counsel Attorneys’ Expenses, and Class Representative Service Award
27 shall be held before this Court on _____ at _____ AM/PM in Department 1 of the Riverside
28 County Superior Court to determine all necessary matters concerning the Settlement, including:

1 whether the proposed settlement of the Action on the terms and conditions provided for in the
2 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an
3 Order Granting Final Approval should be entered herein; whether the plan of allocation contained in
4 the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve
5 the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class
6 Representative Service Award, and the Settlement Administration Expenses. All papers in support of
7 the motion for final approval and the motion for Class Counsel Fees Payment, Class Counsel Litigation
8 Expenses Payment, and Class Representative Service Award shall be filed with the Court and served
9 on all counsel no later than sixteen (16) court days before the hearing. The Settlement Administrator
10 must give notice to any objecting party of any continuance of the hearing of the Motion for Final
11 Approval and Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
12 and Class Representative Service Award.

13 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
14 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
15 evidence of, or used against Defendants as, an admission or indication in any way, including with
16 respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to
17 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
18 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
19 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
20 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,
21 including, but not limited to, evidence of a presumption, concession, indication or admission by
22 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

23 16. In the event the Settlement does not become effective in accordance with the terms of the
24 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
25 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
26 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
27 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
28 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of

1 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

2 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
3 and all dates provided for in the Agreement without further notice to Class Members and retains
4 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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6 Dated: _____

7 _____
8 JUDGE OF THE SUPERIOR COURT
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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE (“Class Notice”)**

*(Reynaldo Rios v. Ability Counts, Inc., et al., Riverside County Superior Court, Case No. CVRI2105433)
(Reynaldo Rios v. Ability Counts, Inc., et al., Riverside County Superior Court, Case No. CVRI2104367)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement share is: \$<< [REDACTED] >>. See the explanation below in section 5. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. If your address has changed, please notify the “Settlement Administrator” as explained below. In exchange for the Settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Class portion of the Settlement, you must send a written Request for Exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Class portion of the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

1. Why did I get this Class Notice?

A proposed class action settlement (the “Settlement”) of the Actions pending in the Superior Court for the State of California, County of Riverside (the “Court”) has been reached between Plaintiffs Reynaldo Rios and Michelle Chase (“Plaintiffs”) and Defendant Ability Counts, Inc. and Moheni Gaji (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the “Class”, which is defined as:

All current and former hourly-paid or non-exempt employees of Defendants in California employed during the Class Period. (“Class Members”)

The “Class Period” is the period of time running from November 29, 2017 through September 30, 2024.

This Class Notice explains the Actions, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On September 17, 2021, Plaintiff Reynaldo Rios filed the representative PAGA Action, Case No. CVRI2104367 (the “PAGA Action”), alleging a single cause of action for Violation of the California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004) (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the State’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code and recover penalties.

On November 29, 2021, Plaintiff Reynaldo Rios filed the Class Action, alleging: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code § 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. (the “Class Action”). On April 14, 2022, the operative first amended complaint in the Class Action was filed in order to add Plaintiff Michelle Chase as a plaintiff.

On June 16, 2022, the PAGA Action and Class Action were consolidated, with the PAGA Action becoming the lead case. The PAGA Action and Class Action are collectively referred to as the “Actions.”

Defendants deny and dispute all claims asserted in the Actions. Specifically, Defendants contend that the Actions could not properly be maintained as a class action; that Defendants properly paid the Class Members all wages and overtime that was due, provided all legally required meal breaks and rest breaks, paid all wages due to the Class Members at the time of their terminations, provided accurate, itemized wage statements, did not violate California Business and Professions Code sections 17200-17210, and are not liable for any of the penalties claimed or that could be claimed in the Actions.

On September 18, 2023, the parties participated in an all-day mediation with Henry J. Bongiovi, Esq., an experienced mediator of wage and hour class and PAGA actions. The Actions ultimately were settled. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the “Class Representatives”, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice, PC to serve as “Class Counsel”.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million Four Hundred and Sixteen Thousand, Two Hundred Sixty-Six Dollars and Ninety Cents (\$1,416,266.90) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Claims Administration Expenses, Attorneys’ Fees and Attorneys’ Expenses, Service Award to each of the Plaintiffs, and the PAGA Payment.

After the judgment becomes final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. The judgment becomes final on the date the judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- “Claims Administration Expenses”. Payment to the Settlement Administrator, estimated not to exceed \$14,000.00 for expenses, including expenses of sending this Class Notice, processing opt-outs, and distributing settlement payments.
- “Attorneys’ Fees” and “Attorneys’ Expenses”. Payment to Class Counsel not to exceed thirty-five percent (35%) of the Gross Settlement Amount (currently \$495,639.41) plus costs and expenses not to exceed \$35,000 for all costs and expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Collectively, the Attorneys’ Fees and Attorneys’ Expenses are referred to as the “Class Counsel Award.” Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative “Service Awards”. Class Representative Service Awards of up to Ten Thousand Dollars (\$10,000) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks they undertook.
- PAGA Settlement. A payment of \$100,000 (“PAGA Payment”) relating to Plaintiff Reynaldo Rios’ claim under PAGA, \$75,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$25,000 will be distributed to the Aggrieved Employees (“Aggrieved Employee Payment”).
- Calculation of Individual Settlement Payments. After payments of the Court-approved Class Counsel Award, the Service Awards, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to Class Members who do **not** request exclusion (“Settlement Class Members”). The “Individual Settlement Payment” for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of Workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s Workweeks that occurred during the Class Period. A “Workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed for at least portion of one day by Defendants during the Class Period in California.
- Calculation of Individual Payments to Aggrieved Employees. The Aggrieved Employee Payment portion of the PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out from the Class portion of the Settlement. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendants Ability Counts, Inc. and Moheni Gaji in California employed during the “PAGA Period”. The PAGA Period means the period between July 14, 2020 to September 30, 2024.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment and/or individual Aggrieved Employee Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to advise of your correct address to ensure you receive your payment.

You may find the full text of the “Settlement Agreement” entitled “Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims” attached as Exhibit 1 to the Declaration of Jean-Claude Lapuyade in Support of Plaintiffs’ motion for preliminary approval of the Settlement filed on MM/DD/YYYY, with the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) penalties (“Penalty Portion”) of each Individual Settlement Payment is allocated to penalties and 40% pre-judgment interest (“Interest Portion”) of each Individual Settlement Payment is allocated to interest and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from Aggrieved Employee Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants’ counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon funding in full of the Gross Settlement Amount by Defendants, Plaintiffs and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties as defined in the Settlement Agreement. “Released Class Claims” means all claims under state, federal, or local law, arising out of the claims that were alleged, or that reasonably could have been alleged, in the operative complaint in the Class Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the operative complaint in the Class Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California’s unfair competition law under Business and Professions Code Sec. 17200, in the operative complaint in the Class Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows: Upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the Class portion of the Settlement, and will be bound by this PAGA Release (the “PAGA Release”). “Released PAGA Claims” means all PAGA claims alleged in the operative complaint in the PAGA Action and Plaintiff Reynaldo Rios’ PAGA notice (July 14, 2021 letter) to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation and PAGA claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Class portion of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by

this Settlement. It also means that all of the Court's orders in these Actions will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (November 29, 2017 through September 30, 2024).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (July 14, 2020 through September 30, 2024).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the Class Notice or re-mailed Class Notice].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: APEX Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final approval hearing. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the judgment on the Settlement Administrator's website at www.apexclassaction.com/_____.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Class portion of the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will receive NO money from the Class portion of the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Class portion of the Settlement or "opt out," you will be bound by the Released PAGA Claims, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated Request for Exclusion postmarked no later than _____. The address for the Settlement Administrator is APEX Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The Request for Exclusion must state in substance: "I wish to opt out of the Settlement of the class action lawsuit entitled *Rios v. Ability Counts, Inc., et al., Riverside County Superior Court, Case No. CVRI2105433*. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Class Notice." The Request for Exclusion must contain your name, address, and signature for verification purposes. The Request for Exclusion must be signed by you. No other person may opt out for a Class Member.

Written Requests for Exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Rios v. Ability Counts, Inc., et al., Riverside County Superior Court, Case No. CVRI2105433***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot submit a Request for Exclusion and opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121 Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendants:

Messner Reeves LLP
Kathleen Carter, Esq.
Jeffrey R Gillette, Esq.
611 Anton Boulevard, Suite 450
Costa Mesa, California 92626
Telephone: (949) 612-9128
Facsimile: (949) 438-2304
Email: kcarter@messner.com
jgillette@messner.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing at **00:00 AM/PM on _____**, at the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside CA 92501 before Judge Harold W. Hopp. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the final approval hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-250-6810 or write to ***Rios v. Ability Counts, Inc., et al., Riverside County Superior Court, Case No. CVRI2105433***, Settlement Administrator, c/o _____.

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the final judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Settlement Payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

Superior Court of California, County of Riverside
Rios v. Ability Counts, Inc.
Riverside County Superior Court Case No. CVRI2105433

REQUEST FOR EXCLUSION FORM

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT FOR THE CLASS that is described in the Notice of Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is [**** INSERT DATE****]. Please note that exclusion from the Settlement of the Class does not result in exclusion from the settlement in the companion PAGA case no. CVR12104367.

I. PERSONAL INFORMATION

Name (first, middle and last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (____) _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Rios v. Abilit Counts, Inc.*, Case No CVRI2105433, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice of Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. I understand that exclusion from the Settlement does not result in exclusion from the settlement in the companion PAGA case no. CVR12104367.

Any Class Member that submits a timely Request for Exclusion who is also a member of the Aggrieved Employees in the companion PAGA case no. CVR12104367 will still receive his/her pro rata share from the Settlement of the PAGA case.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before [****INSERT DATE****] AT THE ADDRESS LISTED BELOW:

APEX Class Action LLC
18Technology Drive, Suite 164
Irvine, CA 92618

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

EXHIBIT C

Settlement Administrator
APEX Class Action LLC
18 Technology Drive, Suite 164
Irvine CA 92618

Must Be Postmarked
No Later Than
XXX, 202X

OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE
Rios v. Ability Counts, Inc., Riverside County Superior Court Case No. CVRI2105433

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE XXX, 202X. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____