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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CATHERINE GUTIERREZ, individually,
and on behalf of other members of the
general public similarly situated;

Plaintiff,

vs.

CHILDREN’S LAW CENTER OF
CALIFORNIA, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV01134
[*Related Case No. 22AHCV00017*]

Honorable Samantha P. Jessner
Department 7

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

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

Plaintiff,

vs.

CHILDREN’S LAW CENTER OF
CALIFORNIA, a California corporation; 1
through 100, inclusive,

Defendants.

Date: April 22, 2026
Time: 10:00 a.m.
Department: 7

Complaint Filed: January 11, 2022
PAGA Filed: January 11, 2022
Trial Date: None Set

1 This matter has come before the Honorable Samantha P. Jessner in Department 7 of the
2 Superior Court of the State of California, for the County of Los Angeles, on April 22, 2026, at
3 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Catherine Stephanie Limon (formerly,
5 Catherine Gutierrez) ("Plaintiff"), individually and on behalf of all others similarly situated and
6 aggrieved employees and O'Hagan Meyer LLP appear as counsel for Defendant Children's Law
7 Center of California ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**"
14 to the Declaration of Brian J. St. John in Support of Plaintiff's Motion for Preliminary Approval
15 of Class Action Settlement. This is based on the Court's determination that the Settlement falls
16 within the range of possible approval as fair, adequate, and reasonable.

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

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the cases. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
3 Service Payment, PAGA Penalties, Administration Expenses Payment, and payments to the
4 Participating Class Members and Aggrieved Employees provided thereby, appear to be within the
5 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
6 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the
7 Settlement and preliminarily finds that the monetary settlement awards made available to the Class
8 Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the
9 probable outcome of further litigation relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
20 as follows:

21 All hourly paid or non-exempt employees who performed work in California for
22 Defendant at any time from January 11, 2018 through the date the Court grants
preliminary approval of the settlement.

23 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Brian St. John,
24 and Erica Stepanian of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Catherine Stephanie Limon (formerly,
26 Catherine Gutierrez) as the Class Representative.

27 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM Group") to handle
28 the administration of the Settlement ("Administrator").

1 10. Within fourteen (14) days after the Court grants Preliminary Approval, Defendant shall
2 provide the Administrator with the following information about each Class Member: full name,
3 last-known mailing address, Social Security number, number of Workweeks and PAGA Pay
4 Periods worked by each Class member and Aggrieved Employee during the Class Period and the
5 PAGA Period for each Class Member and PAGA Member (collectively referred to as the “Class
6 Data”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action
8 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as
9 “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the manner set forth in
10 the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the
11 Class Members of all material elements of the Settlement, of Class Members’ right to be excluded
12 from the Class Settlement by submitting a Request for Exclusion, of Class Members’ and
13 Aggrieved Employees’ right to challenge the Workweek(s) and/or the Pay Period(s) credited to
14 each of them, and of each Participating Class Member’s right and opportunity to object to the Class
15 Settlement. The Court further finds that distribution of the Class Notice substantially in the manner
16 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in
17 the Settlement Agreement and this Order, meet the requirements of due process and shall constitute
18 due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator
19 to mail the Class Notice to all Class Members no later than fourteen (14) days after receiving the
20 Class Data from Defendant, pursuant to the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Class Members who wish
23 to exclude themselves (opt-out of) from the Class Settlement must send the Administrator, by mail,
24 a signed written Request for Exclusion no later than the sixty (60) days after the Administrator
25 mails the Class Notice (“Response Deadline”) (plus an additional fourteen (14) days for Class
26 Members whose Class Notice is re-mailed). Any Class Member who submits a Request for
27 Exclusion from the Class Settlement will not be a Participating Class Member and will not have
28 any right to object, appeal, or comment on the Class Settlement. Class Members who submit a

1 timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms
2 of this Agreement, any Court order approving the terms of the Class Settlement, and the Final
3 Approval Order and Judgment entered thereon. Aggrieved Employees will be bound by the
4 PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class
5 Settlement.

6 13. A Final Approval Hearing shall be held before this Court on _____,
7 2026 at _____ a.m./p.m. in Department 7 of the Superior Court of California for the County of
8 Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, to determine all
9 necessary matters concerning the Settlement, including: whether the proposed settlement of the
10 actions on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable
11 and should be finally approved by the Court; whether a judgment, as provided in the Settlement,
12 should be entered herein; whether the plan of allocation contained in the Settlement should be
13 approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and
14 determine whether to finally approve the requests for the Class Counsel Fees Payment, Class
15 Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration
16 Expenses Payment.

17 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
18 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
19 Service Payment, and Administration Expenses Payment, along with the appropriate declarations
20 and supporting evidence, including the Administrator's declaration, by _____,
21 2026, to be heard at the Final Approval Hearing.

22 15. Only Class Members who do not request exclusion from the Class Settlement
23 ("Participating Class Members") may object to the Class Settlement by submitting an Objection
24 to the Administrator prior to the Response Deadline or by presenting their objection orally at the
25 Final Approval Hearing, regardless of whether they submitted a written Objection. The Objection
26 must be signed by the Participating Class Member and contain all information required by this
27 Settlement Agreement. A Participating Class Member who does not object prior to or at the Final
28 Approval Hearing will be deemed to have waived any objections and will be foreclosed from

1 making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the
2 Settlement.

3 16. The Settlement is not a concession or admission and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault or omission by
5 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
6 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
7 neither the Settlement, nor any document, statement, proceeding or conduct related to the
8 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
9 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
10 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
11 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or
12 to establish the existence of any condition constituting a violation of, or a non-compliance with
13 state, federal, local or other applicable law, except for legal proceedings concerning the
14 implementation, interpretation, or enforcement of the Settlement.

15 17. In the event the Settlement does not become effective in accordance with the terms
16 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
17 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
18 vacated, and the Parties shall revert back to their respective positions as of before entering into the
19 Settlement Agreement.

20 18. The Court reserves the right to adjourn or continue the date of the Final Approval
21 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
22 Members, and retains jurisdiction to consider all further applications arising out of or connected
23 with the Settlement.

24 **IT IS SO ORDERED.**

25
26 Dated: _____

By: _____

The Honorable Samantha P. Jessner
Judge of the Superior Court

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Catherine Gutierrez v. Children's Law Center of California
Los Angeles Superior Court Case No. 22STCV01134 [Related Case No. 22AHCV00017]

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Children's Law Center of California for alleged wage and hour violations. The Action was filed by former employee, Catherine Stephanie Limon (formerly, Catherine Gutierrez) ("Plaintiff") and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs and other relief for a class of hourly employees ("Class Members") who worked for Defendant in California during the Class Period (January 11, 2018 to [insert date of preliminary approval]); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant in California during the PAGA Period (January 11, 2021 to [insert date of preliminary approval]) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less tax withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant Final Approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Class Period wage claims against Defendant that are covered by this Settlement ("Released Class Claims," as defined in Section 3 of this Notice).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [insert 60-day Response Deadline]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be no longer eligible for an Individual Class Payment and cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (as defined in Section 3 of this Notice).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [insert 60-day Response Deadline]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class and Aggrieved Employees. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [insert hearing date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ____ [insert hearing date] _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Workweeks/Pay Periods Disputes Must be Submitted by [insert 60-day Response Deadline]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ____ [insert 60-day Response Deadline] _____. See Section 4 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, et seq. Based on the same legal theories, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Lawyers *for* Justice, PC ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired a retired judge in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a fair and reasonable compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay \$600,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than [30] calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court-Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$200,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$24,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to Plaintiff Catherine Stephanie Limon (formerly, Catherine Gutierrez) as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$11,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will

consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay “Employer Taxes” (defined as “taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments”) it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [insert Response Deadline], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [insert 60-day Response Deadline] Response Deadline. The Request for Exclusion is a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and

hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Workweeks/Pay Period disputes, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully release the Released Parties of the “Released Class Claims.”

The “Released Class Claims” means all claims under state, federal, or local law, pleaded in the Operative Complaint in the Class Action or that could have been asserted based on the facts pleaded in the Operative Complaint in the Class Action, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, including and not limited to, for: failure to pay overtime wages under California Labor Code sections 510, 1198; failure to provide meal periods and/or pay meal period premiums under California Labor Code sections 226.7, 512; failure to provide rest periods and/or pay rest period premiums under California Labor Code section 226.7; failure to pay minimum wages under California Labor Code sections 1194, et seq.; failure to pay reporting time wages under California Labor Code section 1198 and applicable

Industrial Welfare Commission Wage Orders; failure to provide a day of rest under California Labor Code section 551 and 552; failure to timely pay wages upon termination under California Labor Code section 203; failure to timely pay wages during employment under California Labor Code sections 204, 210; failure to provide accurate, itemized wage statements under California Labor Code section 226; failure to keep requisite payroll records under California Labor Code section 1774, subdivision ((1)); failure to reimburse business expenses under California Labor Code sections 2800, 2802; violation of California's unfair competition law under California Business and Professions Code sections 17200, et seq. arising during the Class Period.

10. Aggrieved Employees' Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the Employer Taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

All claims for civil penalties, arising during the PAGA Period, that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notices, to the extent alleged in the Operative Complaints, including but not limited to: failure to pay minimum wages; failure to pay overtime wages; failure to provide compliant rest periods and associated premium pay; failure to provide meal periods and associated premium pay; failure to pay bonuses or other remuneration; failure to timely pay wages during employment; failure to pay timely wages upon termination; failure to reimburse necessary business-related expenses; failure to maintain requisite payroll records; and failure to provide compliant wage statements.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods during the PAGA Period worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods during the PAGA Period worked by each individual Aggrieved Employee.
3. Workweeks/Pay Periods Disputes. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until

[insert 60-day Response Deadline] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Gutierrez v. Children's Law Center of California*, Los Angeles Superior Court Case No. 22STCV01134, , and include your identifying information (full name, address, and email address or telephone number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [insert 60-day Response Deadline], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the [insert hearing date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among

other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at [insert website] or the Court's website at <https://www.lacourt.ca.gov/paos/v2web3/DocumentImages>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written Notices of Objection to the Administrator is [insert 60-day Response Deadline].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Gutierrez v. Children's Law Center of California*, Los Angeles Superior Court Case No. 22STCV01134, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [insert hearing date] at [insert time] in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at [insert website] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website at [insert website]. You can also telephone or send

an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>)and entering the Case Number for the Action, Case No. 22STCV01134. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

Class Counsel:

Arby Aiwazian, Esq.

Joanna Ghosh, Esq.

Brian J. St. John, Esq.

Erica Stepanian, Esq.

Lawyers for Justice, PC

450 N. Brand Boulevard, Suite 900

Glendale, California 91203

Telephone (818) 265-1020

Facsimile (818) 265-1021

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California State Controller's Office Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.