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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALBERT WALKER, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

THE CHRYSALIS CENTER, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22STCV22659 [consolidated with
Case No. 22STCV22510]

Honorable Samantha P. Jessner
Department 7

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

Date: August 21, 2025
Time: 10:00 AM

Complaint Filed: July 12, 2022

ALBERT WALKER, individually, and on
behalf of other aggrieved employees under
the California Private Attorney General Act
of 2004;

Plaintiff,

vs.

THE CHRYSALIS CENTER, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

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, 312 N. Spring Street,
3 Los Angeles, California 90012, on _____, 2025, 9:00 A.M. for Plaintiff's Motion for
4 Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for* Justice, PC appears as
5 counsel for Plaintiff Abert Walker ("Plaintiff"), individually and on behalf of all others similarly
6 situated and other Aggrieved Employees, and Mitchell, Silberberg, and Knupp, LLP appears as
7 counsel for Defendant The Chrysalis Center ("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 ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**" to the
14 Declaration of Margaux Gundzik in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement
16 falls 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 case. 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.

28 4. The Court preliminarily finds that the Settlement, including the allocations for the

Attorneys' Fees and Costs, Enhancement Award, PAGA Allocation, and payments to the Settlement Class Members and PAGA Employees provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

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

The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

"all current and former hourly paid or non-exempt employees who worked for Chrysalis in California during the Class Period, except that all settlement class members' claims that arose from events that occurred before January 31, 2021 and were covered and released by the *Jones vs. The Chrysalis Center* settlement shall be excluded from the Settlement Class in the Actions, except and unless they were employed by Chrysalis in California in hourly paid or non-exempt positions at any time after January 31, 2021, in which case, only their post-January 31, 2021, workweeks shall be included in the Class Period Workweeks calculations"

7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Tara Zabehi, and Margaux Gundzik of Lawyers for Justice, PC as Class Counsel.

8. The Court provisionally appoints Plaintiff Albert Walker as the Class Representative.

9. The Court provisionally appoints Simpluris, Inc. to handle the administration of the Settlement ("Settlement Administrator").

10. Within 15 calendar days after the date of issuance of this Order, Defendant shall

provide the Settlement Administrator with the Class List in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as **“EXHIBIT A.”** The Class Notice shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ and PAGA Employees’ right to dispute the Workweek(s) and/or PAGA Pay Periods credited to each of them, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice to all Class Members within 14 calendar days after receiving the Class List from Defendant, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a timely and valid written Request for Exclusion no later than 60 calendar days from the initial mailing of the Class Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be the later of 60 calendar days after the initial mailing or 14 calendar days from the re-mailing. Any Class Member who submits a Request for Exclusion from the Class Settlement is prohibited from making any objections to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be a Settlement Class Member and will not have any right to object, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion by the Response Deadline shall be bound by the terms of this Agreement, any Court order approving the terms of the Settlement, and the Final Approval Order and Judgment entered thereon. PAGA Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in _____

Department 7 of the Superior Court of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Award, PAGA Allocation, and Settlement Administration Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Award, PAGA Allocation, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Administrator's declaration by _____, to be heard at the Final Approval Hearing.

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

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

1 implementation, interpretation, or enforcement of the Settlement.

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

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

11 **IT IS SO ORDERED.**

12 Dated: _____

13 By: _____
14 The Honorable Samantha P. Jessner
15 Judge of the Superior Court
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EXHIBIT A

EXHIBIT A

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

(a) *Walker v. The Chrysalis Center*, Los Angeles Superior Court Case No. 22STCV22659, filed on July 12, 2022; and (b) *Walker v. The Chrysalis Center*, Los Angeles Superior Court Case No. 22STCV22510, also filed on July 12, 2022 (the “Action”), now consolidated into Case No. ____ [class number].

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 employee class action and representative lawsuits, now consolidated into one lawsuit (the “Actions”) against The Chrysalis Center (“Chrysalis”) for alleged wage and hour violations. The Actions were filed by a Chrysalis employee Albert Walker (“Plaintiff”) and seek payment of back wages, compensation for missed meal periods, penalties for late pay, expense reimbursements, penalties for inaccurate wage statements, and other relief for a class of hourly employees (“Class Members”) who worked for Chrysalis in California during the Class Period July 12, 2018 to January 31, 2025 [or preliminary approval date if later] and (2) penalties under PAGA for all hourly employees who worked for Chrysalis in California during the PAGA Period (April 20, 2021 to January 31, 2025 [or preliminary approval date if later]) (“Aggrieved Employees”).

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

Based on Chrysalis’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$[] (less withholding) and your Individual PAGA Payment is estimated to be \$[]**. 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 Chrysalis’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 Chrysalis’s records showing that **you worked [] workweeks during the Class Period and you worked [] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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 Chrysalis to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Chrysalis.

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

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 and PAGA Period penalty claims against Chrysalis.

Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the 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 Chrysalis and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Chrysalis 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 wage and hour claims against Chrysalis that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	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 a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members 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. Chrysalis must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	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. You are

Written Objections Must be Submitted by	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 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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 Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Chrysalis's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

WHAT IS THE ACTION ABOUT?

Plaintiff is a Chrysalis employee. The Action accuses Chrysalis of violating California labor laws by failing to pay all regular and overtime wages owed, failing to timely pay wages due upon termination, failing to reimburse expenses, and failing to provide lawful meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by the following Class Counsel in the Action:

LAWYERS for JUSTICE, PC

Edwin Aiwanian
Joanna Ghosh
Tara Zabehi
Margaux Gundzik
450 North Brand Boulevard, Suite 900
Glendale, California 91203
(818) 265-1020
edwin@calljustice.com;
joanna@calljustice.com
tara@calljustice.com;
m.gundzik@calljustice.com

Chrysalis strongly denies violating any laws and denies any of the alleged failures, and contends it complied with all applicable laws.

WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Chrysalis or Plaintiff is correct on the merits. In the meantime, Plaintiff and Chrysalis hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. While the Action did not settle during the mediation, the parties continued negotiations and ultimately were successful in reach an agreement to settle. 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 Chrysalis have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Chrysalis 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) Chrysalis 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.

WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Chrysalis will pay One Million Four Hundred and Fifty Thousand Dollars and No Cents (\$1,450,000.00) as the Gross Settlement Amount (Gross Settlement). Chrysalis 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 attorneys’ 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, CHRYsalis will fund the Gross Settlement in three stages: (a) \$483,000 within 30 days [after preliminary approval or June 30, 2025, whichever is later]; (b) \$483,000 (plus the employer’s payroll taxes) within [one year after preliminary approval or June 30, 2026, whichever is later]; (c) \$483,000 [within two years after preliminary approval or June 30, 2027, whichever is later]. The settlement will result in a Judgment finally resolving the Action. 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.

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:

Up to \$507,500 or 35% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$40,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

Up to \$10,000 to Plaintiffs as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

Up to \$[REDACTED] to the Administrator for services administering the Settlement.

Up to \$200,000 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.

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.

Taxes Owed on Payments to Class Members. Plaintiff and Chrysalis are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Chrysalis will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties and interest 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 Chrysalis 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.

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 is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 [REDACTED], 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 [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their 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 (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Chrysalis.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval Or Under Certain Other Circumstances. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Chrysalis have agreed that, in either case, the Settlement will be void: Chrysalis will not pay any money and Class Members will not release any claims against Chrysalis. The Settlement may also be voided if too many class members opt out.

Administrator. The Parties have chosen a neutral company, Simpluris, 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 Challenges over Workweeks, 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.

Participating Class Members' Release. After the Judgment is final and Chrysalis 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 Chrysalis or related persons or 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, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably

could have been alleged, based on the Class Period facts stated in the Action including but not limited to any claims for:

Violation of California Labor Code; §§ 510 and 1198 (Unpaid Overtime);

Violation of California Labor Code; §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);

Violation of California Labor Code; § 226.7 (Unpaid Rest Period Premiums);

Violation of California Labor Code; §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);

Violation of California Labor Code; §§ 201 and 202 (Final Wages Not Timely Paid);

Violation of California Labor Code; § 204 (Wages Not Timely Paid During Employment);

Violation of California Labor Code; § 226(a) (Non-Compliant Wage Statements);

Violation of California Labor Code; §1174(d) (Failure To Keep Requisite Payroll Records);

Violation of California Labor Code; §§ 2800 and 2802 (Unreimbursed Business Expenses);

Violation of California Business & Professions Code; §§ 17200, et seq. (collectively, the “Released Claims”)

Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Chrysalis has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Chrysalis 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 Chrysalis or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action, and the PAGA Notice. including but

not limited to, any and all PAGA claims based on the claims identified in the Released Claims in the paragraph above.

For all the releases above (Class Member and Aggrieved Employee releases), the “Released Parties” means Chrysalis and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates and agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees), any payroll companies, alleged joint employers, and any other persons or entities who could be alleged to be liable for the wage and hour or PAGA violations asserted in the Action.

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.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$50,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. 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 Chrysalis’s records, are stated in the first page of this Notice. You have until [REDACTED] 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 Chrysalis’s calculation of Workweeks and/or Pay Periods based on Chrysalis’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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Chrysalis’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

HOW WILL I GET PAID?

1. Participating Class Members. 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.

Non-Participating Class Members. 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 (i.e., every Non-Participating Class Member).

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.

Please note that these checks will not be mailed until at least June 30, 2026.

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 be excluded. Be sure to personally sign your request, identify the Action as *Walker v. Chrysalis*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security 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 [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

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 Chrysalis are asking the Court to approve. At least [REDACTED] days before the [REDACTED] 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 Service Award 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 Award. 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 [REDACTED].

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 Service Award 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 objections to the Administrator is [REDACTED]. 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, *Walker v. Chrysalis*, and include your name, current address, telephone number and approximate dates of employment for Chrysalis 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.

CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 7 of the Los Angeles Superior Court, 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 [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Chrysalis 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 [REDACTED] website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. 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.

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Email Address:

Mailing Address:

Telephone:

Fax Number:

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 Unclaimed Property Fund for instructions on how to retrieve the funds

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.