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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

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

Plaintiff,

vs.

FAIRMONT SCHOOLS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

MARCUS LOPEZ, individually, and on behalf
of other members of the general public similarly
situated;

Plaintiff,

vs.

FAIRMONT SCHOOLS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: 30-2022-01269531-CU-OE-CXC
(Consolidated with Case No.: 30-2022-
01269635-CU-OE-CXC)

Honorable Lon F. Hurwitz
Department CX-103

CLASS ACTION

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

[Notice of Motion and Motion for
Preliminary Approval of Class Action and
PAGA Settlement; Declaration of Proposed
Class Counsel (Yasmin Hosseini);
Declaration of Proposed Class
Representative (Marcus Lopez); and
[Proposed] Order filed concurrently
herewith]

Date: January 10, 2025
Time: 1:30 p.m.
Department: CX-103

Complaint Filed: July 11, 2022
Trial Date: None Set

1 This matter has come before the Honorable Lon F, Hurwitz in Department CX-103 of the
2 Superior Court of the State of California, for the County of Orange, on January 10, 2025 at 1:30
3 p.m. for Plaintiff Marcus Lopez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action
4 and PAGA Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff, individually and
5 on behalf of all others similarly situated and other aggrieved employees, and Kahana & Feld LLP
6 appears as counsel for Defendant Fairmont Schools, Inc. (“Defendant”).

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

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “EXHIBIT 1” to
13 the Declaration of Yasmin Hosseini in Support of Plaintiff’s Motion for Preliminary Approval of
14 Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement
15 falls within the range of possible approval as fair, adequate, and reasonable.

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

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

27 ///

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

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

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

21 All current and former non-exempt employees of Defendant who worked in the State
22 of California at any time during the Class Period.

23 7. The Court provisionally appoints Arby Aiwanian, Joanna Ghosh and Yasmin
24 Hosseini of Lawyers *for* Justice, PC ("Class Counsel") as counsel for the Class.

25 8. The Court provisionally appoints Plaintiff Marcus Lopez as the representative of the
26 Class ("Class Representative").

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

 10. Within thirty (30) calendar days after the Preliminary Approval Date, Defendant

1 shall provide the Settlement Administrator with the following information about each Class Member
2 in a Microsoft Excel spreadsheet: (1) full name; (2) last known mailing address; (3) Social Security
3 Number; (4) start and end dates of active employment as a non-exempt employee of Defendant in
4 the State of California; (5) total Workweeks during the Class Period; (6) total Workweeks during
5 the PAGA Period; and (7) any other information required by the Settlement Administrator
6 (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action
8 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A**,” respectively. The Class Notice shall
9 be provided to Class Members in the manner set forth in the Settlement. The Court finds that the
10 Class Notice appears to fully and accurately inform the Class Members of all material elements of
11 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
12 Request for Exclusion, of Class Members’ and PAGA Members’ right to dispute the Workweek(s)
13 credited to each of them, and of each Participating Class Member’s right and opportunity to object
14 to the Class Settlement by submitting an objection. The Court further finds that distribution of the
15 Class Notice substantially in the manner and form set forth in the Settlement Agreement and this
16 Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
17 requirements of due process and shall constitute due and sufficient notice to all persons entitled
18 thereto. The Court further orders the Settlement Administrator to mail the Class Notice to all Class
19 Members within seven (7) calendar days after receiving the Class List from Defendant, pursuant to
20 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. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
24 for Exclusion no later than which is sixty (60) calendar days from the initial mailing of the Class
25 Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline
26 shall be extended an additional fifteen (15) calendar days from the original Response Deadline. Any
27 Class Member who timely and validly submits a Request for Exclusion will not be entitled to an
28 Individual Settlement Payment, will not be bound by the Class Settlement, and will not have any

right to object, appeal, or comment thereon. All PAGA Members shall be bound to the PAGA Settlement regardless of their decision to participate in the Class Settlement. A Class Member who does not submit a timely and valid Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Class Settlement, if the Settlement is granted Final Approval by the Court.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department CX-103 of the Superior Court of California for the County of Orange, located at 751 West Santa Ana Blvd., Santa Ana, California 92701, 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 Members; and determine whether to finally approve the requests for the Attorneys' Fees, Litigation Costs, Incentive Payment, PAGA Penalties, and Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees, Litigation Costs, Incentive Payment, PAGA Penalties, and Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration by _____, to be heard at the Final Approval Hearing.

15. Class Members who do not submit a Request for Exclusion (i.e., Participating Class Members) may object to the Class Settlement. To object to the Class Settlement, a Participating Class Member may send a written objection to the Settlement Administrator and/or may appear at the Final Approval Hearing to present his or her objection directly to the Court. The objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

16. The Settlement is not a concession or admission, and shall not be used against

1 Defendant as an admission or indication with respect to any claim of any fault or omission by
2 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
3 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
4 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
5 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
6 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
7 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
8 implementation, interpretation, or enforcement of the Settlement.

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

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

18 **IT IS SO ORDERED.**

19 Dated: _____

By: _____

The Honorable Lon F. Hurwitz
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Lopez v. Fairmont Schools, Inc.
Superior Court of California for the County of Orange
Case Nos. 30-2022-01269531-CU-OE-CXC and 30-2022-01269635-CU-OE-CXC

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Marcus Lopez ("Plaintiff") and Defendant Fairmont Schools, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled Lopez v. Fairmont Schools, Inc., Orange County Superior Court, Case No. 30-2022-01269531-CU-OE-CXC (the "PAGA Action") and Lopez v. Fairmont Schools, Inc., Orange County Superior Court, Case No. 30-2022-01269635-CU-OE-CXC (the "Class Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt employees of Defendant who worked in the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from July 13, 2018 through December 31, 2023.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Members" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from April 20, 2021 through December 31, 2023.

II. BACKGROUND OF THE ACTION

On April 20, 2022, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("LWDA Letter"). On July 11, 2022, Plaintiff filed a Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Orange County Superior Court, Case No. 30-2022-01269531-CU-OE-CXC (the "PAGA Complaint"). On July 13, 2022, Plaintiff filed a Class Action Complaint for Damages in the Orange County Superior Court, Case No. 30-2022-01269635-CU-OE-CXC (the "Class Action Complaint"). Plaintiff alleges that Defendant failed 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.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA") Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and

attorneys' fees and costs. On September 19, 2024, the Court issued an order consolidating the PAGA Action with the Class Action (collectively, the PAGA Action and the Class Action are referred to as the "Litigation").

Defendant denies all of the allegations in the Litigation or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Marcus Lopez as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Litigation have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Litigation and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$262,500.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) ("Litigation Costs") to Class Counsel; (2) Incentive Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Litigation; (3) Administration Costs in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Penalties"). The PAGA Penalties will be distributed 75% (\$75,000.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Members ("Employee PAGA Amount").

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks each Class Member worked for Defendant as a non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members ("Class Workweek Point Value") and multiplied each Class Member's individual Workweeks by the Class Workweek Point Value to arrive at his or her Individual

Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as ten percent (10%) wages, which will be reported on an IRS Form W-2, and forty-five percent (45%) interest and forty-five percent (45%) penalties, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Members (“PAGA Workweek Point Value”) and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From July 13, 2018 through December 31, 2023 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

From April 20, 2021 through December 31, 2023 (i.e., PAGA Period), you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the following case name and number: Lopez v. Fairmont Schools Inc., Case No. 30-2022-01269531-CU-OE-CXC; (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (4) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or

Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date, Plaintiff and all Participating Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all wage-related claims that were alleged in or which could have been alleged in the Class Action Complaint based on the factual allegations in the Class Action Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the LWDA Letter and the PAGA Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

“Released Parties” means Defendant, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$262,500.00 if the Gross Settlement Amount remains \$750,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Litigation on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Incentive Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Incentive Payment”), in recognition of his services in connection with the Litigation. The Incentive Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the following case name and number: Lopez v. Fairmont Schools Inc., Case No. 30-2022-01269531-CU-OE-CXC; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4); contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. To object to the Class Settlement, a Participating Class Member must may send a written objection to the Settlement Administrator and/or may appear at the Final Approval Hearing to present his or her objection directly to the Court.

An objection must: (1) contain the following case name and number: Lopez v. Fairmont Schools Inc., Case No. 30-2022-01269531-CU-OE-CXC; (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval

Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92702, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Incentive Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement, which can be found at [www. \[redacted\]](http://www.occourts.org).

You may also view the Settlement Agreement and other documents filed in the Litigation for a fee by visiting the civil clerk's office, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701 or 700 Civic Center Drive West, Santa Ana, California 92701, during business hours, or online by visiting the following website: <https://www.occourts.org/online-services/case-access>, clicking "Access Now" next to "Civil Case & Document Access", clicking "Accept Terms" on the following page, and then typing in the Case Number "30-2022-01269531-CU-OE-CXC".

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.