

Edwin Aiwazian (SBN 232943)  
Arby Aiwazian (SBN 269827)  
Joanna Ghosh (SBN 272479)  
Vartan Madoyan (SBN 279015)  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., Suite 900  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021  
  
*Attorneys for Plaintiffs*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO**

ALEXANDER SABATONI, individually,  
and on behalf of other members of the  
general public similarly situated and on  
behalf of other aggrieved employees pursuant  
to the California Private Attorneys General  
Act;

Plaintiff,

vs.

COLLIERS INTERNATIONAL REAL  
ESTATE MANAGEMENT SERVICES  
(CA), INC., a Delaware corporation; CI  
REMS CA, INC., an unknown business  
entity; COLLIERS MACAULAY NICOLLS  
INC., an unknown business entity; and  
DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2021-00305011-CU-OE-  
GDS

Honorable Lauri A. Damrell  
Department 22

**CLASS ACTION**

**DECLARATION OF VARTAN  
MADOYAN IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT**

Hearing Date: December 19, 2025  
Hearing Time: 9:00 a.m.  
Department: 22

Complaint Filed: July 27, 2021  
FAC Filed: January 10, 2025  
Trial Date: None Set

**DECLARATION OF VARTAN MADOYAN**

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Alexandar Sabatoni (“Plaintiff Sabatoni”) and Plaintiff David Wilber (“Plaintiff Wilber”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

**PROCEDURAL HISTORY**

1. On July 27, 2021, Plaintiff Sabatoni filed the Class Action Complaint for Damages (“Original Complaint”) in the Superior Court for the County of Sacramento, thereby commencing the above-captioned lawsuit (“Action”).

2. On September 30, 2021, Defendant filed an Answer to Plaintiff Sabatoni’s Original Complaint.

3. On February 4, 2022, Plaintiff Sabatoni propounded multiple sets of discovery, including Form Interrogatories – General (Set One), Request for Production of Documents (Set One), and Special Interrogatories (Set One and Two), and Notices of Deposition of Defendant’s Person Most Knowledgeable and Requests for Production of Documents on Defendant in the Action.

4. On October 23, 2024, Plaintiff Sabatoni provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“Sabatoni PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the Sabatoni PAGA Notice. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of the Sabatoni PAGA Notice.

5. On January 10, 2025, Plaintiff Sabatoni filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act (“First Amended Complaint”).

6. On March 3, 2025, David Wilber provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged

1 to be violated (“Wilber PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice,  
2 the LWDA did not respond to the Wilber PAGA Notice. Marked and attached hereto as  
3 “**EXHIBIT 2**” is a true and correct copy of the Wilber PAGA Notice. On November 24, 2025,  
4 Plaintiff Sabatoni and Defendant filed a Joint Stipulation Granting Plaintiff Leave to File  
5 Seconded Amended Complaint, which attached as an exhibit a copy of the Proposed Second  
6 Amended Complaint (“Second Amended Complaint”) which proposes to add David Wilber as a  
7 plaintiff and class and PAGA representative. The Second Amended Complaint will be the  
8 operative complaint with respect to the action and for purposes of Settlement.

9  
10 **THE PROPOSED SETTLEMENT**

11 7. Marked and attached hereto as “**EXHIBIT 3**” is a true and correct copy of the Joint  
12 Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or  
13 “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all  
14 others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the  
15 other hand (together, the “Parties”). The Parties and their counsel have approved the proposed  
16 Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement  
17 as “Exhibit A” and respectfully request that the Court approve it as well.

18 8. The Settlement provides for a Total Settlement Amount of \$1,027,720.00 to be paid  
19 in a single payment. The Net Settlement Amount is the Total Settlement Amount less the following  
20 amounts, subject to approval by the Court: Attorneys’ Fees up to \$359,702.00 (if the Total  
21 Settlement Amount does not increase pursuant to the escalator clause), and litigation costs not to  
22 exceed \$20,000.00 to Class Counsel, Enhancement Payments to each Plaintiff of \$5,000.00 (for a  
23 combined total of \$10,000.00), Settlement Administration Costs to the Settlement Administrator  
24 not to exceed \$10,000.00, and the PAGA Penalty Amount of \$155,000.00. Assuming that the  
25 amounts allocated under the Settlement toward these payments are awarded by the Court, the Net  
26 Settlement Amount that will be available for distribution to Settlement Class Member is currently  
27 estimated to be at least \$473,018.00. Additionally, 35% of the PAGA Penalty (i.e., Aggrieved  
28 Employee Amount), which is \$54,250.00 out of \$155,000.00, will be distributed to the Aggrieved

1 Employees, for their respective portion of the Aggrieved Employee Amount. The Total Settlement  
2 Amount will be fully distributed in accordance with the terms of the Settlement.

3 9. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees  
4 in an amount of up to 35% of the Total Settlement Amount (i.e., \$359,702.00) and expenses and  
5 costs of not more than \$20,000.00, which will be paid out of the Total Settlement Amount, subject  
6 to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs  
7 of litigation and will not receive any compensation until recovery is obtained. A description of the  
8 qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved  
9 by Class Counsel in this matter can be found in paragraphs 17 through 27, *infra*.

10 10. The Settlement Agreement provides for payment of up to \$5,000.00 to each Plaintiff  
11 as a Enhancement Payment to be paid out of the Total Settlement Amount subject to approval by  
12 the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past  
13 employment records and to provide the facts and evidence necessary to attempt to prove the  
14 allegations. Plaintiffs also agreed to provide a general release of claims to Defendant, and were  
15 available whenever Class Counsel needed them and actively tried to obtain information that would  
16 benefit the Class. Accordingly, it is appropriate and just for Plaintiffs to each receive a  
17 Enhancement Payment in addition to their individual settlement payment, for their services on  
18 behalf of the Class, Aggrieved Employees, and the State of California.

19 11. The Parties have agreed to retain Simpluris, Inc., ("Settlement Administrator") to  
20 handle the notice and settlement administration process. The Parties respectfully request that the  
21 Court appoint Simpluris to handle these procedures and serve as the Settlement Administrator.  
22 Defendant will provide the Settlement Administrator with the Class List, and the Settlement  
23 Administrator will calculate each Class Member's estimated share of the Net Settlement Amount  
24 ("Individual Settlement Share") and each Aggrieved Employee's estimated *pro rata* share of the  
25 35% portion of the PAGA Penalty Amount. The Settlement Administrator will be responsible for  
26 printing, distributing, and tracking Class Notices and other documents for the Settlement,  
27 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS  
28 Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary

1 reports and declarations, and other duties and responsibilities set forth to process the Settlement,  
2 and as requested by the Parties. Settlement Administration Costs are currently estimated not to  
3 exceed \$10,000.00 and will be paid out of the Total Settlement Amount, subject to approval of the  
4 Court.

5 12. Under the Settlement Agreement, Defendant is responsible for any employer-side  
6 tax obligations associated with the Gross Settlement Amount and will deposit that amount into the  
7 settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's  
8 Individual Settlement Share will be allocated 20% to wages and 80% to penalties, interest, and  
9 non-wage damages. The Settlement Administrator will withhold the employee's share of taxes and  
10 withholdings with respect to the wages portion of the Individual Settlement Shares.

11 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

12 13. **Ascertainability:** The proposed Class is defined as all current and former hourly-  
13 paid and/or non-exempt employees who worked for Defendant within the State of California at  
14 any time during the Class Period, which is July 27, 2017 through the date of Preliminary Approval  
15 or, if applicable, through the end date as may be shortened by the escalator clause.

16 14. **Numerosity:** Based on data provided by Defendant, the total number of Class  
17 Members during the period from July 27, 2017 through April 19, 2023 is estimated to be  
18 approximately 302 individuals who worked an estimated total of 32,983 workweeks.

19 15. **Commonality:** Based on investigation and information discovered, Class Counsel  
20 believes that there is sufficient evidence to support the allegations made in the lawsuit, including  
21 the allegations that Defendant, with respect to Plaintiffs, Class Members, and Aggrieved  
22 Employees, *inter alia*, failed to properly pay overtime and minimum wages, failed to provide  
23 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages  
24 during employment and upon termination of employment, failed to provide compliant wage  
25 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business  
26 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil  
27 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code  
28 sections 2698, et seq.). Plaintiffs also asserted that Class Members were expected to perform

1 similar job duties and were subject to the same or similar operations and employment policies,  
2 practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping  
3 practices with respect to Plaintiffs, Class Members, and Aggrieved Employees were substantially  
4 the same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs  
5 claim that the Class Members were not paid all of the compensation that was owed to them by  
6 Defendant. Thus, in Class Counsels' view, the outcome of this litigation would be determined by  
7 Defendant's uniform operations and employment practices, policies, and procedures that Plaintiffs  
8 allege applied across its hourly-paid and/or non-exempt employees within the State of California  
9 during the relevant time period.

10 16. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing  
11 a class action against their former employer. Plaintiffs spent considerable time and effort to  
12 produce relevant documents and past employment records and to provide the facts and evidence  
13 necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel  
14 needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have  
15 no interests that are adverse to the Class. Plaintiffs were employed by Defendant during the Class  
16 Period and subject to the same alleged violations and the same policies, practices, and procedures.  
17 Plaintiffs took on the challenge and risk of commencing and maintaining these actions, and they  
18 have not yet received any monetary benefit for their service to date. Plaintiffs put their own  
19 interests aside and brought a publicly filed lawsuit against an employer not just for their own  
20 benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

21 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

22 17. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the  
23 prosecution of consumer and employment class actions, involving wage-and-hour claims, race  
24 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is  
25 the attorney of record in well over a dozen employment-related putative class actions in both state  
26 and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys  
27 who focus on litigating complex wage-and-hour class and Private Attorneys General Act  
28 ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases

1 involving the executive, administrative, and other overtime exemptions to the State of California  
2 and federal overtime compensation requirements. During a relatively short time, in association  
3 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of  
4 thousands of individuals in California.

5         18. Edwin Aiwarzian is the Managing Member and Shareholder of Lawyers for Justice,  
6 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and  
7 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has  
8 extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute  
9 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has  
10 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October  
11 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During  
12 the summer of 2000, he studied Legal Writing at Harvard University. From approximately  
13 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable  
14 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From  
15 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the  
16 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.  
17 In December of 2004, he obtained a license to practice law from the California State Bar. Since in  
18 or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively  
19 focused on the prosecution of consumer and employment class actions, involving wage-and-hour  
20 claims, race discrimination, unfair business practices, or consumer fraud. While employed by  
21 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over  
22 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,  
23 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the  
24 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases  
25 involving the executive, administrative, and other overtime exemptions to the State of California  
26 and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC  
27 has successfully obtained class certification by contested motion practice in approximately sixteen  
28 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

1           19. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He  
2 received his Bachelor of Arts degree from University of California, Los Angeles and graduated  
3 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.  
4 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the  
5 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.  
6 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern  
7 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.  
8 He was admitted to practice law in California in 2010. He is admitted to practice before all courts  
9 of the State of California and all United States District Courts in the State of California. He has  
10 worked on many wage-and-hour class action and representative action cases, taking the lead in  
11 taking and defending depositions, arguing motions, and attending mediations. He has played an  
12 integral role in preparing matters for class certification, including and not limited to, successful  
13 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.  
14 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.  
15 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.  
16 RG13680477). Under his supervision, dozens of class action or representative action cases have  
17 resulted in settlements that have been granted court approval. He has handled over one hundred  
18 and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or  
19 representative action cases which have resulted in settlement.

20           20. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a  
21 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of  
22 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from  
23 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)  
24 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in  
25 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme  
26 Court. She has taken and defended dozens of depositions and successfully handled motion practice  
27 in class action cases regarding discovery (including and not limited to, regarding class contact  
28 information), class certification (both contested class certification and stipulated class

certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She also has extensive experience with class action and/or representative action cases. Under her, Edwin Aiwarzian, and Arby Aiwarzian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is also a member of the California Employment Lawyers Association.

21. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and a Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors. I am admitted to practice before all courts in the State of California and all U.S. District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011 through and including the present, my practice consisted almost exclusively of complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers for Justice, PC. I have taken and defended dozens of depositions and has successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a

1 complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada*  
2 *v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I also  
3 successfully handled briefing on appeal regarding employer efforts to compel arbitration.  
4 *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706  
5 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with  
6 settlements of class actions and PAGA actions and have handled and supervised this process in  
7 over one hundred (100) cases.

#### 8 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

9 22. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this  
10 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,  
11 Aggrieved Employees, and the State of California recover over a reasonably short period of time  
12 as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed  
13 result that compares favorably with other similar class action settlements of this type given the  
14 strengths and weaknesses of the cases; and (3) significant savings in Class Counsels’ fees and/or  
15 costs that would have only increased significantly had the cases progressed through certification,  
16 trial, and/or appeals.

17 23. Class Counsel have litigated the case for over one year and were actively preparing  
18 the matters for class certification and trial. The Parties have engaged in extensive settlement  
19 negotiations and participated in a full-day mediation conducted by Francis J. Ortman III, Esq., a  
20 well-respected mediator experienced in mediating complex labor and employment matters. In the  
21 course of the lawsuit and in connection with the mediation and settlement negotiations, the Parties  
22 exchanged extensive information and engaged in discussions regarding their evaluations of the  
23 matter and various aspects of the matter, including but not limited to, the risks and delays of further  
24 litigation, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA  
25 representative claims, and state wage-and-hour law and enforcement, as well as the evidence  
26 produced and analyzed, and the possibility of appeals, among other things. During all settlement  
27 discussions, the Parties conducted their negotiations at arm’s length in an adversarial position.  
28 Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel

1 felt strongly about its ability to prevail on class certification and the merits, and Plaintiffs and  
2 Class Counsel believed that they would be able to certify a class and prevail at trial. After  
3 conducting investigations, formal and informal discovery, exchange of information, extensive  
4 settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that  
5 the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims,  
6 as well as the costs and risks to both sides that would attend further litigation. The Settlement is a  
7 fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Settlement  
8 Class Members, and of the Released PAGA Claims of Plaintiffs, the State of California, and  
9 Aggrieved Employees.

10 24. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,  
11 and scope of the claims, and were preparing the actions for class certification and trial. Plaintiffs  
12 conducted significant investigation and formal and informal discovery regarding the facts of the  
13 cases, including and not limited to, the exchange, review, and analysis of a large volume of  
14 documents and data obtained from Defendant, Plaintiffs, and other sources. The volume of data  
15 and documents that Class Counsel reviewed and analyzed included and was not limited to:  
16 Plaintiffs' employment records, earnings statements, and time and pay records, a detailed sampling  
17 of Class Members' time data and pay records, relevant wage and hour policies and handbooks  
18 applicable to the Class, including internal memoranda, company policy acknowledgements  
19 (including but not limited to Acknowledgement of Receipt of Location of Colliers International  
20 Policies and Procedures, Acknowledgement of the FCPA Prevention of Bribery Policy,  
21 Acknowledgement of Receipt of Colliers Information Technology Policies, Acknowledgement of  
22 Receipt of Whistleblower Policies and Procedures), forms, procedures and practices (including  
23 but not limited to Procedure – Attendance, Punctuality and Schedules), among other information  
24 and documents. Class Counsel had the opportunity to interview Plaintiffs and other Class  
25 Members to gather facts and to identify potential witnesses. Counsel for the Parties met and  
26 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, case  
27 management, discovery and the production of information, documents, and data in the course of  
28 litigation, mediation, and settlement negotiations. Class Counsel drafted Plaintiffs' pleadings and

1 mediation brief and prepared for and attended court proceedings, settlement negotiations, and the  
2 mediation, among other tasks.

3 25. Counsel for the Parties have also invested time researching and investigating the  
4 applicable law, which is constantly evolving as it relates to certification, representative PAGA  
5 claims, off-the-clock theory, arbitration agreements, regular rate, meal and rest periods, state  
6 wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendant's defenses  
7 thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in the  
8 lawsuits is fair, adequate, and reasonable.

9 26. Class Counsel are aware of the defenses and position of Defendant, but believe that  
10 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class  
11 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,  
12 and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens  
13 of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's  
14 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class  
15 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the  
16 mediator, who is experienced and well-regarded in complex labor and employment matters.

17 27. Defendant, on the other hand, denied and continues to deny any liability and  
18 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that  
19 the lawsuits are appropriate for class treatment or representative adjudication for any purpose other  
20 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides  
21 have also had the opportunity to interview witnesses and review documents and information  
22 relating to Plaintiffs', Class Members', and Aggrieved Employees' employment with Defendant,  
23 and Defendant's operations and employment policies, practices, and procedures. The Parties also  
24 reviewed and analyzed a large volume of documents and data to determine the potential value and  
25 strength of the claims. The available information enabled Class Counsel to assess and value the  
26 class and PAGA claims and prepare violation, damages, and penalties analyses models.  
27 Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be  
28 sufficiently informed of the nature and extent of the Class Members' claims, and to enable both

sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at trial and/or appeals.

#### **ESTIMATE OF THE VALUE OF THE CLAIMS**

28. Plaintiffs' allege that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiffs and the Class Members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, failing to pay vested vacation time, and failing to reimburse necessary business expenses. Plaintiffs further contend that Defendant's aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL")) and gives rise to civil penalties recoverable under PAGA.

29. Based on data provided by Defendant, the total number of Class Members during the period from July 27, 2017 through April 19, 2023 ("relevant time period") is estimated to be approximately 302 individuals who worked an estimated total of 32,983 workweeks with an average hourly rate of pay of \$32.45.

30. Plaintiffs contended that Defendant required Class Members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiffs contended that Class Members were prohibited from clocking in or out before or after their scheduled shift times, had to wait for Defendant's security systems, and were only permitted to record those scheduled hours. Plaintiffs also contended that Defendant discouraged the recordation of overtime hours and required Class Members to perform work off-the-clock. Plaintiffs also contended that meal and rest periods were regularly missed, late, shortened, and/or interrupted, that Class Members were encouraged to work through meal and rest periods to respond to emergency calls or resolve facility problems, had to wait to be relieved for breaks, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods (based on

1 Class Counsel’s analysis, approximately 36% eligible shifts had recorded a potential meal break  
2 violation). Additionally, Plaintiffs alleged that Defendant intentionally and willfully failed to  
3 timely pay Plaintiffs and Class Members all wages due to them while they were employed by  
4 Defendant and/or upon termination of employment (i.e. waiting time penalties under California  
5 Labor Code section 203). Plaintiffs contended that, based on the violations described herein, the  
6 wage statements provided by Defendant and the payroll records kept by Defendant were  
7 inaccurate. Finally, Plaintiffs contended that Defendant failed to reimburse Plaintiffs and the other  
8 Class Members for necessary business expenses, including, but not limited to, the costs associated  
9 with complying with Defendant’s dress and code use of personal cell phones for work duties.

10 31. Class Counsel considered Defendant’s arguments, e.g., that the employer’s  
11 practices, policies, and procedures complied with the law, that Defendant paid Class Members  
12 over the California minimum wage for all hours worked, that Defendant correctly paid overtime  
13 for all overtime hours worked, that employees were prohibited from working off-the-clock and  
14 were instructed to record overtime hours worked even if they had not obtained prior approval, that  
15 no waiting-time penalties were due because waiting-time penalties only arise from a “willful”  
16 failure to timely pay wages and no such failure (if any) was willful, that Plaintiffs and Class  
17 Members suffered no actual injury from the alleged wage statement violations and that this alleged  
18 violation and the alleged recordkeeping violation are entirely derivative of the other causes of  
19 action, and that a policy and practice of reimbursing employees for necessary business-related  
20 expenses exists and was compliant with California law. Class Counsel also considered the  
21 likelihood of Plaintiffs’ success in establishing that any of provisions of the California Labor Code,  
22 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and  
23 that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel  
24 also considered that trial courts have wide discretion when assessing penalties under PAGA, and  
25 that it could be determined that individual liability issues predominate (e.g., due to purported  
26 variation in shifts, locations, job duties, and other circumstances which could raise individualized  
27 questions of fact) and could pose challenges to certification, manageability, and the merits of  
28 Plaintiffs’ claims.

32. Class Counsel considered information, data, and documents obtained from Plaintiffs, Defendant, and other sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on all claims and theories having been certified and Plaintiffs having fully proven all elements of all claims, and an entitlement to full monetary recovery in the above-captioned action (on a class-wide and a representative basis), despite risks associated with obtaining and maintaining certification and demonstrating manageability, risks to establishing liability, proving and quantifying the extent of any damages and penalties, risks that the Court has discretion to reduce the amount of any PAGA penalties, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiffs faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$1,605,612.44 (32,983 workweeks x 1 hour of unpaid overtime wages x overtime hourly rate of \$48.68). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification and establishing manageability (bringing the value of this claim closer to \$802,806.22), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$321,122.49), and a discount of 65% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$112,392.87).

- 1 b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to  
2 be \$1,070,298.35 (32,983 workweeks x 1 hour of unpaid minimum wages x average  
3 hourly rate of \$32.45). At this juncture, a discount of 50% was applied to account  
4 for the risks associated with obtaining and maintaining class certification and  
5 establishing manageability (bringing the value of this claim closer to \$535,149.18,  
6 a discount of 60% was applied to account for the risks associated with succeeding  
7 on the merits and establishing liability (bringing the value of this claim closer to  
8 \$214,059.67), and a discount of 60% was applied to account for the risks associated  
9 with proving the extent of damages and obtaining an award thereof (bringing the  
10 value of this claim closer to \$85,623.87).
- 11 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential  
12 value of this claim was estimated to be \$2,140,596.70 (32,983 workweeks x 2 meal  
13 period premium x average hourly rate of \$32.45). At this juncture, a discount of 50%  
14 was applied to account for the risks associated with obtaining and maintaining class  
15 certification and establishing manageability (bringing the value of this claim closer  
16 to \$1,070,298.35), a discount of 65% was applied to account for the risks associated  
17 with succeeding on the merits and establishing liability (bringing the value of this  
18 claim closer to \$374,604.42), and a discount of 70% was applied to account for the  
19 risks associated with proving the extent of damages and obtaining an award thereof  
20 (bringing the value of this claim closer to \$112,381.33).
- 21 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential  
22 value of this claim was estimated to be \$2,140,596.70 (32,983 workweeks x 2 meal  
23 period premium x average hourly rate of \$32.45). At this juncture, a discount of 60%  
24 was applied to account for the risks associated with obtaining and maintaining class  
25 certification and establishing manageability (bringing the value of this claim closer  
26 to \$856,238.68), a discount of 65% was applied to account for the risks associated  
27 with succeeding on the merits and establishing liability (bringing the value of this  
28 claim closer to \$299,683.54), and a discount of 70% was applied to account for the

risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$89,905.06).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately 152 Class Members had been terminated when limiting the relevant time period to a three-year statutory lookback period. Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$1,183,776.00 collectively (152 individuals x [30 days x hourly rate of \$32.45 x 8 hours]), or approximately \$7,788.00 per individual. At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification and establishing manageability (bringing the value of this claim closer to \$ 473,510.40), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$142,053.12), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$56,821.25).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$752,000.00 ([188 initial violations x \$50 statutory penalty] + [8,020 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification and establishing manageability (bringing the value of this claim closer to \$300,800.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$90,240.00), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining

an award thereof (bringing the value of this claim closer to \$36,096.00).

- h. Failure to Maintain Payroll Records: Civil penalties are typically recoverable by the Labor Commissioner (and thus arguably only available under PAGA), therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained infra.
- i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$131,932.00 (32,983 workweeks x \$4.00 unreimbursed business expenses). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$65,966.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$23,088.10), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$6,926.43).
- j. PAGA Penalties: The amount of civil penalties at issue if the Court were to award one PAGA penalty for each allegedly aggrieved employee for each different theory of Labor Code violation was determined to be \$331,500.00 (\$1,950 penalty x 170 individuals). At this juncture a discount of 20% was applied to account for the risks associated with establishing manageability and possible bifurcation (bringing the value of this claim closer to \$265,200.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$106,080.00), and a discount of 80% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$21,216.00).

33. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose

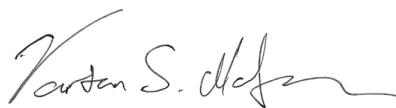
1 challenges to certification, manageability, merits, and monetary recovery. The conclusion to be  
2 drawn from the foregoing analysis is that neither class certification, manageability, liability, nor  
3 the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is  
4 clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that  
5 additional discounts could be made to the risk-adjusted value to account for the costs and expenses  
6 associated with further litigation and the present value of obtaining a settlement now as opposed  
7 to monetary recovery, if any, that may be obtained in the future after further litigation. Class  
8 Counsel recognized the circumstances and realities of the case, applicable case law and  
9 regulations, and risks to recovery and applied appropriate discounts.

10 34. Class Counsel submit that the Settlement is fair, reasonable, and adequate, and is in  
11 the best interest of Plaintiffs, the Class, and the State of California. Class Counsel further submit  
12 that the Settlement is within an acceptable range of recovery for this type of litigation given the  
13 strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the  
14 costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

15 35. I have reviewed the Court's Checklist for Approval of Class Action and/or Private  
16 Attorneys General Act ("PAGA") Settlements and confirm that the moving papers filed herewith  
17 comply with the checklist.

18 I declare under penalty of perjury under the laws of the State of California that the  
19 foregoing is true and correct.

20 Executed on this 24<sup>th</sup> day of November 2025 at Glendale, California.

21 

22  
23 \_\_\_\_\_  
Vartan Madoyan

# **EXHIBIT 1**



October 23, 2024

*BY FILING ON THE CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY'S  
ONLINE PAGA FILING SYSTEM*

California Labor & Workforce Development Agency

**Re: *COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT  
SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY  
NICOLLS INC.***

Dear Representative:

We have been retained to represent Alexander Sabatoni against Colliers International Real Estate Management Services (CA), Inc., CI REMS CA, Inc., Colliers Macaulay Nicolls Inc. (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "Colliers") for violations of California wage-and-hour laws.

Mr. Sabatoni is the named plaintiff in Sacramento County Superior Court Case No. 34-2021-00305011-CU-OE-GDS, entitled *Sabatoni v. Colliers International Real Estate Management Services (CA), Inc., et al.* ("Lawsuit"), which alleges that Colliers violated multiple provisions of the California Labor Code. Attached hereto as "**Attachment A**" is the Class Action Complaint for Damages ("Complaint") filed in the Lawsuit.

For all of the reasons set forth in the Complaint, asserted in the Lawsuit, and also those espoused herein, Mr. Sabatoni seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Sabatoni will seek penalties on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

During the relevant time period, Colliers employed Mr. Sabatoni as an hourly-paid, non-exempt employee in the State of California. The "aggrieved employees" that Mr. Sabatoni seeks penalties on behalf of are all current and former hourly-paid or non-exempt employees employed by Colliers within the State of California.

Based on the following facts and theories, asserted in the Lawsuit, and also those espoused herein, Colliers has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802,

Industrial Welfare Commission Wage Orders, and California Business & Professions Code section 17200, et seq.

Colliers required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, during meal breaks, and/or during rest breaks, and as a result, Colliers failed to properly compensate aggrieved employees for all time worked. Such work included, but was not limited to, patrolling the premises, responding to emergency calls, and drafting incident and damage reports. In addition, Mr. Sabatoni was required to wait for the security system to secure the doors after punching out of Colliers' timekeeping system daily before Mr. Sabatoni could leave the premises and was only permitted to record his scheduled hours. Despite requiring pre-shift and post-shift work, Colliers implemented a policy and practice that only permitted Mr. Sabatoni and other aggrieved employees to record their scheduled hours instead of all actual time worked resulting in unpaid wages. Additionally, Mr. Sabatoni and other aggrieved employees were also required to complete heavy workloads within their scheduled work times, and were discouraged from working overtime hours due to strict company policies, resulting in aggrieved employees being pressured to work off-the-clock. For example, Colliers required Mr. Sabatoni and aggrieved employees to receive prior-authorization before working any overtime or in excess of their scheduled work hours, and subjecting those who recorded overtime without preapproval to discipline.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Sabatoni and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. Therefore, Mr. Sabatoni and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. Colliers' failure to pay overtime wages also includes, and is not limited to, Colliers' failure to properly calculate the regular rate of pay and failure to include non-discretionary pay, e.g., commissions, bonuses, awards, incentives, and/or performance pay in its calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages. For example, Colliers failed to compensate aggrieved employees at one-and-one half times the appropriate regular rate of pay, instead paying them only their base hourly rate, less than that rate, and/or only 1.5 times the base hourly rate, for hours worked in excess of eight (8) hours in a day, forty (40) hours in a week, and/or six (6) consecutive days in a week, and failed to compensate aggrieved employees at two times the appropriate regular rate of pay, instead paying them only twice their base hourly rate, less than that rate, and/or only 2 times the base hourly rate, for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work. Further, Colliers effectively paid zero dollars per hour for time Mr. Sabatoni and the other aggrieved employees worked off-the-clock performing work duties which resulted in an underpayment of overtime wages to Mr. Sabatoni and other aggrieved employees.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Colliers required Mr. Sabatoni and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-

compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Mr. Sabatoni and other aggrieved employees regularly suffered short, late or missed meal and rest periods due to heavy workloads and to respond to emergency calls and resolve facility problems. For instance, Mr. Sabatoni and other aggrieved employees were regularly pressured to suffer late, interrupted, and missed meal and rest breaks in order to ensure that all work was covered. Additionally, Colliers failed to relinquish all control over Mr. Sabatoni and other aggrieved employees. For example, Colliers implemented a practice and procedure of discouraging Mr. Sabatoni and aggrieved employees from leaving the premises for meal and rest breaks in order to remain readily available to assist with work-related tasks. In fact, Colliers' policies do not inform employees that meal and rest periods can be taken offsite. Furthermore, when meal and rest breaks were taken, they were regularly interrupted or cut short because Mr. Sabatoni and the other aggrieved employees were required to respond to facility problems or emergency incidents, calls from managers, and complete rotations to relieve other security officers from their duties. In fact, Mr. Sabatoni and aggrieved employees were specifically instructed that regardless of any interruptions, meal breaks were to end at the scheduled end time. Further meal breaks were often delayed past the fifth hour of work because Mr. Sabatoni and other aggrieved employees had to wait for another security officer to relieve them from their post. Furthermore, despite non-compliance with California meal and rest break policies, Colliers failed to pay meal premiums for any missed, short, late and/or interrupted meal period, and failed to pay rest premiums for any missed, short, and/or interrupted rest period.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Colliers failed to pay aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, Colliers willfully failed to pay the wages due to aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, wages for time worked off-the-clock to perform work duties, overtime wages, and meal and rest period premium payments.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Colliers failed to pay Mr. Sabatoni and other

aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. For example, Mr. Sabatoni and other aggrieved employees were not timely paid wages during their employment, including but not limited to, wages for time worked off-the-clock to perform work duties, overtime wages, and meal and rest period premium payments.

California Labor Code section 226 requires employers to make, keep, and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Colliers did not provide Mr. Sabatoni and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Colliers were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to state accurate number of hours worked, failure to list all applicable hourly rates in effect during the pay period, and failure to state the corresponding number of hours worked at each hourly rate of pay. Colliers' wage statements failed to state all meal and rest premiums owed.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause its employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Sabatoni and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Sabatoni and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Sabatoni and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Sabatoni and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Colliers failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid to Mr. Sabatoni and other aggrieved employees. For example, Colliers failed to account for and compensate for all time worked "off-the-clock," and as a result, it failed to keep accurate and complete payroll records.

California Labor Code California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Colliers did not provide Mr. Sabatoni and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock." For example, Colliers effectively paid zero dollars per hour for time Mr. Sabatoni and the other aggrieved employees worked off-the-clock performing work duties,

which resulted in an underpayment of minimum wages to Mr. Sabatoni and other aggrieved employees.

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Colliers failed to pay Mr. Sabatoni and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Sabatoni and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Colliers failed to pay Mr. Sabatoni and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Sabatoni and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Sabatoni and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by Colliers.

Therefore, on behalf of all aggrieved employees, Mr. Sabatoni seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code, pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us.

With kind regards,



Yasmin Hosseini, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Colliers International Real Estate Management Services (CA), Inc.  
c/o Jessica C. Shafer and Janelle Sahouria  
JACKSON LEWIS P.C.  
50 California Street  
9<sup>th</sup> Floor  
San Francisco, CA 94111

# ATTACHMENT A

FILED  
Superior Court of California,  
Sacramento  
07/27/2021  
mwh/akr  
By \_\_\_\_\_, Deputy  
Case Number:  
34-2021-00305011

Edwin Aiwarzian (SBN 232943)  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO**

ALEXANDER SABATONI, individually, and  
on behalf of other members of the general  
public similarly situated;

Plaintiff,

vs.

COLLIERS INTERNATIONAL REAL  
ESTATE MANAGEMENT SERVICES (CA),  
INC., a Delaware corporation; CI REMS CA,  
INC., an unknown business entity;  
COLLIERS MACAULAY NICOLLS INC.,  
an unknown business entity; and DOES 1  
through 100, inclusive,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT FOR  
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff ALEXANDER SABATONI (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Sacramento. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Sacramento.

**PARTIES**

5. Plaintiff ALEXANDER SABATONI is an individual residing in the State of California, County of Sacramento.

6. Defendant COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., at all times herein mentioned, was and is, upon information and belief,

1 an employer whose employees are engaged throughout the State of California, including the  
2 County of Sacramento.

3 7. Defendant CI REMS CA, INC., at all times herein mentioned, was and is, upon  
4 information and belief an employer whose employees are engaged throughout the State of  
5 California, including the County of Sacramento.

6 8. Defendant COLLIERS MACAULAY NICOLLS INC., at all times herein  
7 mentioned, was and is, upon information and belief, a California corporation and, at all times  
8 herein mentioned, an employer whose employees are engaged throughout the State of California,  
9 including the County of Sacramento.

10 9. At all relevant times, Defendants COLLIERS INTERNATIONAL REAL  
11 ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., and COLLIERS  
12 MACAULAY NICOLLS INC. were the “employer” of Plaintiff within the meaning of all  
13 applicable California laws and statutes.

14 10. At all times herein relevant, Defendants COLLIERS INTERNATIONAL REAL  
15 ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS  
16 MACAULAY NICOLLS INC., and DOES 1 through 100, and each of them, were the agents,  
17 partners, joint venturers, joint employers, representatives, servants, employees, successors-in-  
18 interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were  
19 acting within the course and scope of their authority as such agents, partners, joint venturers,  
20 joint employers, representatives, servants, employees, successors, co-conspirators and/or  
21 assigns, and all acts or omissions alleged herein were duly committed with the ratification,  
22 knowledge, permission, encouragement, authorization and/or consent of each defendant  
23 designated as a DOE herein.

24 11. The true names and capacities, whether corporate, associate, individual or  
25 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue  
26 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
27 information and belief alleges, that each of the defendants designated as a DOE is legally  
28 responsible for the events and happenings referred to in this Complaint, and unlawfully caused

1 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.  
2 Plaintiff will seek leave of court to amend this Complaint to show the true names and  
3 capacities when the same have been ascertained.

4 12. Defendant COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT  
5 SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and  
6 DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

7 13. Plaintiff further alleges that Defendants directly or indirectly controlled or  
8 affected the working conditions, wages, working hours, and conditions of employment of  
9 Plaintiff and the other class members so as to make each of said Defendants employers liable  
10 under the statutory provisions set forth herein.

11 **CLASS ACTION ALLEGATIONS**

12 14. Plaintiff bring this action on his own behalf and on behalf of all other members  
13 of the general public similarly situated, and, thus, seeks class certification under California  
14 Code of Civil Procedure section 382.

15 15. The proposed class is defined as follows:

16 All current and former hourly-paid or non-exempt employees who worked for  
17 any of the Defendants within the State of California at any time during the  
18 period from four years preceding the filing of this Complaint to final judgment  
19 and who reside in California.

20 (Subclass A.) All class members who were required by Defendants to stay on  
21 Defendants’ premises for rest breaks.

22 16. Plaintiff reserves the right to establish additional subclasses as appropriate.

23 17. The class is ascertainable and there is a well-defined community of interest in  
24 the litigation:

25 a. Numerosity: The class members are so numerous that joinder of all class  
26 members is impracticable. The membership of the entire class is  
27 unknown to Plaintiff at this time; however, the class is estimated to be  
28 greater than fifty (50) individuals and the identity of such membership is

readily ascertainable by inspection of Defendants' employment records.

- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

18. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;

- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

### **GENERAL ALLEGATIONS**

19. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Sacramento.

20. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately March 2013 to approximately August 2019, in the State of California, County of Sacramento.

21. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

22. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

23. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

24. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

25. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

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26. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when a rest period was missed.

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32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them during their employment. Plaintiff and the other class members did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class members.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other class members in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to reimbursement for necessary business-related expenses.

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1           38. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that they had a duty to compensate Plaintiff and the other class  
3 members pursuant to California law, and that Defendants had the financial ability to pay such  
4 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
5 represented to Plaintiff and the other class members that they were properly denied wages, all  
6 in order to increase Defendants' profits.

7           39. During the relevant time period, Defendants failed to pay overtime wages to  
8 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other  
9 class members were required to work more than eight (8) hours per day and/or forty (40) hours  
10 per week without overtime compensation for all overtime hours worked.

11           40. During the relevant time period, Defendants failed to provide all requisite  
12 uninterrupted meal and rest periods to Plaintiff and the other class members.

13           41. During the relevant time period, Defendants failed to pay Plaintiff and the other  
14 class members at least minimum wages for all hours worked.

15           42. During the relevant time period, Defendants failed to pay Plaintiff and the other  
16 class members all wages owed to them upon discharge or resignation.

17           43. During the relevant time period, Defendants failed to pay Plaintiff and the other  
18 class members all wages within any time permissible under California law, including, *inter*  
19 *alia*, California Labor Code section 204.

20           44. During the relevant time period, Defendants failed to provide complete or  
21 accurate wage statements to Plaintiff and the other class members.

22           45. During the relevant time period, Defendants failed to keep complete or accurate  
23 payroll records for Plaintiff and the other class members.

24           46. During the relevant time period, Defendants failed to reimburse Plaintiff and the  
25 other class members for all necessary business-related expenses and costs.

26           47. During the relevant time period, Defendants failed to properly compensate  
27 Plaintiff and the other class members pursuant to California law in order to increase  
28 Defendants' profits.

48. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

**FIRST CAUSE OF ACTION**

**(Violation of California Labor Code §§ 510 and 1198)**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and DOES 1 through 100)**

49. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 48, and each and every part thereof with the same force and effect as though fully set forth herein.

50. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

51. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

52. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

53. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in

1 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
2 of work.

3 54. During the relevant time period, Plaintiff and the other class members worked in  
4 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

5 55. During the relevant time period, Defendants intentionally and willfully failed to  
6 pay overtime wages owed to Plaintiff and the other class members.

7 56. Defendants' failure to pay Plaintiff and the other class members the unpaid  
8 balance of overtime compensation, as required by California laws, violates the provisions of  
9 California Labor Code sections 510 and 1198, and is therefore unlawful.

10 57. Pursuant to California Labor Code section 1194, Plaintiff and the other class  
11 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
12 attorneys' fees.

13 **SECOND CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 226.7 and 512(a))**

15 **(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES**  
16 **(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,**  
17 **and DOES 1 through 100)**

18 58. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
19 through 57, and each and every part thereof with the same force and effect as though fully set  
20 forth herein.

21 59. At all relevant times, the IWC Order and California Labor Code sections 226.7  
22 and 512(a) were applicable to Plaintiff's and the other class members' employment by  
23 Defendants.

24 60. At all relevant times, California Labor Code section 226.7 provides that no  
25 employer shall require an employee to work during any meal or rest period mandated by an  
26 applicable order of the California IWC.

27 61. At all relevant times, the applicable IWC Wage Order and California Labor  
28 Code section 512(a) provide that an employer may not require, cause or permit an employee to

1 work for a work period of more than five (5) hours per day without providing the employee  
2 with a meal period of not less than thirty (30) minutes, except that if the total work period per  
3 day of the employee is no more than six (6) hours, the meal period may be waived by mutual  
4 consent of both the employer and employee.

5         62. At all relevant times, the applicable IWC Wage Order and California Labor  
6 Code section 512(a) further provide that an employer may not require, cause or permit an  
7 employee to work for a work period of more than ten (10) hours per day without providing the  
8 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except  
9 that if the total hours worked is no more than twelve (12) hours, the second meal period may  
10 be waived by mutual consent of the employer and the employee only if the first meal period  
11 was not waived.

12         63. During the relevant time period, Plaintiff and the other class members who were  
13 scheduled to work for a period of time no longer than six (6) hours, and who did not waive  
14 their legally-mandated meal periods by mutual consent, were required to work for periods  
15 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)  
16 minutes and/or rest period.

17         64. During the relevant time period, Plaintiff and the other class members who were  
18 scheduled to work for a period of time in excess of six (6) hours were required to work for  
19 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty  
20 (30) minutes and/or rest period.

21         65. During the relevant time period, Defendants intentionally and willfully required  
22 Plaintiff and the other class members to work during meal periods and failed to compensate  
23 Plaintiff and the other class members the full meal period premium for work performed during  
24 meal periods.

25         66. During the relevant time period, Defendants failed to pay Plaintiff and the other  
26 class members the full meal period premium due pursuant to California Labor Code section  
27 226.7.

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67. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

68. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

**THIRD CAUSE OF ACTION**

**(Violation of California Labor Code § 226.7)**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and DOES 1 through 100)**

69. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

70. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

71. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

72. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

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73. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

74. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

75. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

76. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

77. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

#### **FOURTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and DOES 1 through 100)**

78. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 77, and each and every part thereof with the same force and effect as though fully set forth herein.

79. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

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80. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

81. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

82. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

83. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

#### **FIFTH CAUSE OF ACTION**

#### **(Violation of California Labor Code §§ 201 and 202)**

#### **(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and DOES 1 through 100)**

84. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof with the same force and effect as though fully set forth herein.

85. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her

intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

86. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

87. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

88. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

89. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

### **SIXTH CAUSE OF ACTION**

#### **(Violation of California Labor Code § 204)**

#### **(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and DOES 1 through 100)**

90. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof with the same force and effect as though fully set forth herein.

91. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and

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1 payable between the 16th and the 26th day of the month during which the labor was  
2 performed.

3 92. At all times herein set forth, California Labor Code section 204 provides that all  
4 wages earned by any person in any employment between the 16th and the last day, inclusive,  
5 of any calendar month, other than those wages due upon termination of an employee, are due  
6 and payable between the 1st and the 10th day of the following month.

7 93. At all times herein set forth, California Labor Code section 204 provides that all  
8 wages earned for labor in excess of the normal work period shall be paid no later than the  
9 payday for the next regular payroll period.

10 94. During the relevant time period, Defendants intentionally and willfully failed to  
11 pay Plaintiff and the other class members all wages due to them, within any time period  
12 permissible under California Labor Code section 204.

13 95. Plaintiff and the other class members are entitled to recover all remedies  
14 available for violations of California Labor Code section 204.

15 **SEVENTH CAUSE OF ACTION**

16 **(Violation of California Labor Code § 226(a))**

17 **(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES**  
18 **(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,**  
19 **and DOES 1 through 100)**

20 96. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
21 through 95, and each and every part thereof with the same force and effect as though fully set  
22 forth herein.

23 97. At all material times set forth herein, California Labor Code section 226(a)  
24 provides that every employer shall furnish each of his or her employees an accurate itemized  
25 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
26 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid  
27 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of  
28 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the

1 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
2 his or her social security number, (8) the name and address of the legal entity that is the  
3 employer, and (9) all applicable hourly rates in effect during the pay period and the  
4 corresponding number of hours worked at each hourly rate by the employee. The deductions  
5 made from payments of wages shall be recorded in ink or other indelible form, properly dated,  
6 showing the month, day, and year, and a copy of the statement or a record of the deductions  
7 shall be kept on file by the employer for at least three years at the place of employment or at a  
8 central location within the State of California.

9         98. Defendants have intentionally and willfully failed to provide Plaintiff and the  
10 other class members with complete and accurate wage statements. The deficiencies include,  
11 but are not limited to: the failure to include the total number of hours worked by Plaintiff and  
12 the other class members.

13         99. As a result of Defendants' violation of California Labor Code section 226(a),  
14 Plaintiff and the other class members have suffered injury and damage to their statutorily-  
15 protected rights.

16         100. More specifically, Plaintiff and the other class members have been injured by  
17 Defendants' intentional and willful violation of California Labor Code section 226(a) because  
18 they were denied both their legal right to receive, and their protected interest in receiving,  
19 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

20         101. Plaintiff and the other class members are entitled to recover from Defendants the  
21 greater of their actual damages caused by Defendants' failure to comply with California Labor  
22 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per  
23 employee.

24         102. Plaintiff and the other class members are also entitled to injunctive relief to  
25 ensure compliance with this section, pursuant to California Labor Code section 226(h).

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**EIGHTH CAUSE OF ACTION**

**(Violation of California Labor Code § 1174(d))**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES  
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,  
and DOES 1 through 100)**

103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 102, and each and every part thereof with the same force and effect as though fully set forth herein.

104. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

105. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

106. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

107. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

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**NINTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 2800 and 2802)**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES  
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,  
and DOES 1 through 100)**

108. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

109. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

110. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

111. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

112. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

**TENTH CAUSE OF ACTION**

**(Violation of California Business & Professions Code §§ 17200, et seq.)**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES  
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,  
and DOES 1 through 100)**

113. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

114. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

115. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

116. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

117. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

118. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

119. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this

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Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

**DEMAND FOR JURY TRIAL**

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

**Class Certification**

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

**As to the First Cause of Action**

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

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**As to the Second Cause of Action**

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

**As to the Third Cause of Action**

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

**As to the Fifth Cause of Action**

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

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**As to the Sixth Cause of Action**

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

**As to the Seventh Cause of Action**

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

**As to the Eighth Cause of Action**

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

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**As to the Ninth Cause of Action**

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

**As to the Tenth Cause of Action**

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

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58. For such other and further relief as the Court may deem just and proper.

Dated: July 26, 2021

LAWYERS for JUSTICE, PC

By:   
Edwin Aiwarzian  
Attorneys for Plaintiff

LAWYERS FOR

JUSTICE

A PROFESSIONAL CORPORATION

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Sabatoni v. Colliers International Real Estate

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Colliers International Real Estate Management Services (CA), Inc.  
c/o Jessica C. Shafer and Janelle Sahouria  
JACKSON LEWIS P.C.  
50 California Street, 9th Floor  
San Francisco, CA 94111

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Colliers International Real Estate Management Services (CA), Inc.  
c/o Jessica C. Shafer and Janelle Sahouria  
JACKSON LEWIS P.C.  
50 California Street, 9th Floor  
San Francisco, CA 94111

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# **EXHIBIT 2**

# LAWYERS FOR JUSTICE<sup>PC</sup>

March 3, 2025

**BY ONLINE SUBMISSION**

California Labor & Workforce Development Agency  
PAGAfilings@dir.ca.gov

**Re: COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.**

Dear Representative:

We have been retained to represent David Wilber against Colliers International Real Estate Management Services (CA), Inc., CI REMS CA, Inc., Colliers Macaulay Nicolls Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Colliers”) for violations of California wage-and-hour laws. Mr. Wilber seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Wilber seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Additionally, our firm also represents Alexander Sabatoni, a named plaintiff in the Sacramento County Superior Court Case *Sabatoni v. Colliers International Real Estate Management Services (CA), Inc., et al.*, Case No. 34-2021-00305011-CU-OE-GDS (“Lawsuit”), which alleges that Colliers violated multiple provisions of the California Labor Code. Attached hereto as “**Attachment A**” is the Class Action Complaint for Damages (“Complaint”) filed in the Lawsuit. Mr. Wilber intends to join the Lawsuit as a named plaintiff.

Colliers employed Mr. Wilber as an hourly-paid, non-exempt employee from approximately September 2023 to approximately December 2024, in the State of California. Mr. Wilber is an “aggrieved employee” as defined by California Labor Code section 2699 because he was employed by Colliers and suffered one or more of the alleged violations, as demonstrated below.

The “aggrieved employees” that Mr. Wilber may seek penalties on behalf of all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Colliers has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2,

1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Colliers required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, patrolling the premises, responding to emergency calls, and drafting incident and damage reports.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Wilber and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Wilber and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Colliers required Mr. Wilber and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and/or missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Colliers failed to pay Mr. Wilber and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Colliers failed to pay Mr. Wilber and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Colliers did not provide Mr. Wilber and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Colliers were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Wilber and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, the failure to list the correct overtime rates since they do encompass all non-discretionary forms, the failure to list all meal and rest premiums owed, and the failure to list all applicable hourly rates in effect each pay period.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Wilber and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Wilber and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Wilber and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Wilber and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Colliers failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Wilber and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Colliers did not provide Mr. Wilber and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half

the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Colliers failed to pay Mr. Wilber and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Wilber and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Colliers failed to pay Mr. Wilber and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Wilber and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Wilber and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Colliers. These costs include, but are not limited to, costs of complying with Collier's dress code and costs of use of personal cell phones for business-related purposes.

Therefore, on behalf of all aggrieved employees, Mr. Wilber seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arianna Razi, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Colliers International Real Estate Management Services (CA), Inc.  
c/o Jessica C. Shafer and Janelle Sahouria  
JACKSON LEWIS P.C.  
50 California Street  
9<sup>th</sup> Floor  
San Francisco, CA 94111

# **ATTACHMENT A**

Edwin Aiwazian (SBN 232943)  
Arby Aiwazian (SBN 269827)  
Joanna Ghosh (SBN 272479)  
Yasmin Hosseini (SBN 326399)  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

*Attorneys for Plaintiff*

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento  
01/10/2025  
By: L. Stewart Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO**

ALEXANDER SABATONI, individually, and  
on behalf of other members of the general  
public similarly situated and on behalf of  
other aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

vs.

COLLIERS INTERNATIONAL REAL  
ESTATE MANAGEMENT SERVICES (CA),  
INC., a Delaware corporation; CI REMS CA,  
INC., an unknown business entity;  
COLLIERS MACAULAY NICOLLS INC.,  
an unknown business entity; and DOES 1  
through 100, inclusive,

Defendants.

Case No.: 34-2021-00305011-CU-OE-GDS

Honorable Lauri A. Damrell  
Department 22

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES AND  
ENFORCEMENT UNDER THE  
PRIVATE ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE § 2698, ET  
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code

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- § 1174(d) (Failure To Keep Requisite Payroll Records);  
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);  
(10) Violation of California Business & Professions Code §§ 17200, et seq.  
(11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff ALEXANDER SABATONI (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000.00).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Sacramento. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Sacramento.

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**PARTIES**

5. Plaintiff ALEXANDER SABATONI is an individual residing in the State of California, County of Sacramento.

6. Defendant COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

7. Defendant CI REMS CA, INC., at all times herein mentioned, was and is, upon information and belief an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

8. Defendant COLLIERS MACAULAY NICOLLS INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

9. At all relevant times, Defendants COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., and COLLIERS MACAULAY NICOLLS INC. were the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

10. At all times herein relevant, Defendants COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant

1 designated as a DOE herein.

2 11. The true names and capacities, whether corporate, associate, individual or  
3 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said  
4 defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
5 information and belief alleges, that each of the defendants designated as a DOE is legally  
6 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
7 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.  
8 Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities  
9 when the same have been ascertained.

10 12. Defendant COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT  
11 SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and  
12 DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

13 13. Plaintiff further alleges that Defendants directly or indirectly controlled or  
14 affected the working conditions, wages, working hours, and conditions of employment of  
15 Plaintiff and the other class members so as to make each of said Defendants employers liable  
16 under the statutory provisions set forth herein.

17 **CLASS ACTION ALLEGATIONS**

18 14. Plaintiff bring this action on his own behalf and on behalf of all other members  
19 of the general public similarly situated, and, thus, seeks class certification under California Code  
20 of Civil Procedure section 382.

21 15. The proposed class is defined as follows:

22 All current and former hourly-paid or non-exempt employees who worked for any  
23 of the Defendants within the State of California at any time during the period from  
24 July 27, 2017 to final judgment and who reside in California.

25 (Subclass A.) All class members who were required by Defendants to stay on  
26 Defendants’ premises for rest breaks.

27 16. Plaintiff reserves the right to establish additional subclasses as appropriate.  
28

17. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However,

class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

18. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

#### **PAGA ALLEGATIONS**

19. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

20. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

21. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

22. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section

2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

23. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by certified mail (hereinafter “Employee's Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employer by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

24. On October 23, 2024, Plaintiff provided written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

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**GENERAL ALLEGATIONS**

25. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Sacramento.

26. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately March 2013 to approximately August 2019, in the State of California, County of Sacramento.

27. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

28. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

29. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

30. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

31. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

32. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week, and/or over six (6) days in a workweek during their employment with Defendants.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all hours worked and missed meal periods and rest breaks in violation of

California law.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked. The deficiencies include, inter alia, requiring Plaintiff and the other class members to perform work overtime off-the-clock, the failure to include earned commissions, non-discretionary forms of pay such as awards and bonuses, and/or monetary and non-monetary incentives, to calculate the regular rate of pay used to calculate the overtime rate.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties. Defendants' failure included, inter alia, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff and the other class members. Plaintiff and the other class members were required to perform work during meal periods and rest periods, and Defendants incentivized Plaintiff and the other class members to forego statutorily required meal periods and rest periods.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and or to take second thirty (30) minute uninterrupted meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

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1           37. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiff and the other class members were entitled to receive  
3 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class  
4 member's regular rate of pay when a meal period was missed, and they did not receive all meal  
5 periods or payment of one additional hour of pay at Plaintiff's and the other class member's  
6 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

7           38. Plaintiff is informed and believes, and based thereon alleges that Defendants  
8 failed to provide, authorize, and permit Plaintiff and the other class members to take a full,  
9 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours  
10 and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10)  
11 hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks  
12 in the middle of each work period. Defendants also required Plaintiff and other putative class  
13 members to remain on the premises during rest periods.

14           39. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 knew or should have known that Plaintiff and the other class members were entitled to receive  
16 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class  
17 member's regular rate of pay when a rest period was missed, short, late, and/or interrupted, and  
18 they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and  
19 the other class members' regular rate of pay when a rest period was missed, short, late, and/or  
20 interrupted.

21           40. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
22 knew or should have known that Plaintiff and the other class members were entitled to receive  
23 at least minimum wages for compensation and that they were not receiving at least minimum  
24 wages for all hours worked.

25           41. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
26 knew or should have known that Plaintiff and the other class members were entitled to receive  
27 all wages owed to them upon discharge or resignation, including earned but unpaid overtime and  
28

1 minimum wages and meal and rest period premiums, and they did not, in fact, receive all such  
2 wages owed to them at the time of their discharge or resignation.

3 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
4 knew or should have known that Plaintiff and the other class members were entitled to receive  
5 all wages owed to them during their employment. Plaintiff and the other class members did not  
6 receive payment of all wages, including overtime and minimum wages and meal and rest period  
7 premiums, within any time permissible under California Labor Code section 204.

8 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
9 knew or should have known that Plaintiff and the other class members were entitled to receive  
10 complete and accurate wage statements in accordance with California law, but, in fact, they did  
11 not receive complete and accurate wage statements from Defendants. The deficiencies included,  
12 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class  
13 members.

14 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 knew or should have known that Defendants had to keep complete and accurate payroll records  
16 for Plaintiff and the other class members in accordance with California law, but, in fact, did not  
17 keep complete and accurate payroll records.

18 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
19 knew or should have known that Plaintiff and the other class members were entitled to  
20 reimbursement for necessary business-related expenses.

21 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
22 knew or should have known that they had a duty to compensate Plaintiff and the other class  
23 members pursuant to California law, and that Defendants had the financial ability to pay such  
24 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented  
25 to Plaintiff and the other class members that they were properly denied wages, all in order to  
26 increase Defendants' profits.

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1           47. During the relevant time period, Defendants failed to pay overtime wages to  
2 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class  
3 members did not receive overtime compensation at one-and one-half time the regular rate for all  
4 hours spent performing job duties in excess of eight (8) hours per day and/or forty (40) hours  
5 per week, and/or for the first eight (8) hours worked on the seventh day of work in a workweek  
6 without overtime without compensation for all overtime hours worked.

7           48. During the relevant time period, Defendants failed to provide all requisite  
8 uninterrupted meal and rest periods to Plaintiff and the other class members.

9           49. During the relevant time period, Defendants failed to pay Plaintiff and the other  
10 class members at least minimum wages for all hours worked.

11           50. During the relevant time period, Defendants failed to pay Plaintiff and the other  
12 class members all wages owed to them upon discharge or resignation.

13           51. During the relevant time period, Defendants failed to pay Plaintiff and the other  
14 class members all wages within any time permissible under California law, including, *inter alia*,  
15 California Labor Code section 204.

16           52. During the relevant time period, Defendants failed to provide complete or  
17 accurate wage statements to Plaintiff and the other class members.

18           53. During the relevant time period, Defendants failed to keep complete or accurate  
19 payroll records for Plaintiff and the other class members.

20           54. During the relevant time period, Defendants failed to reimburse Plaintiff and the  
21 other class members for all necessary business-related expenses and costs.

22           55. During the relevant time period, Defendants failed to properly compensate  
23 Plaintiff and the other class members pursuant to California law in order to increase Defendants'  
24 profits.

25           56. California Labor Code section 218 states that nothing in Article 1 of the Labor  
26 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due  
27 to him [or her] under this article."  
28

**FIRST CAUSE OF ACTION**

**(Violation of California Labor Code §§ 510 and 1198)**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES  
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,  
and DOES 1 through 100)**

57. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 56, and each and every part thereof with the same force and effect as though fully set forth herein.

58. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

59. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a week, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a week, or the first eight (8) hours worked on the seventh day of work in a workweek.

60. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

61. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

62. During the relevant time period, Plaintiff and the other class members worked in

1 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, and/or for the  
2 first eight (8) hours worked on the seventh day.

3 63. During the relevant time period, Defendants intentionally and willfully failed to  
4 pay overtime wages owed to Plaintiff and the other class members.

5 64. Defendants' failure to pay Plaintiff and the other class members the unpaid  
6 balance of overtime compensation, as required by California laws, violates the provisions of  
7 California Labor Code sections 510 and 1198, and is therefore unlawful.

8 65. Pursuant to California Labor Code section 1194, Plaintiff and the other class  
9 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
10 attorneys' fees.

11 **SECOND CAUSE OF ACTION**

12 **(Violation of California Labor Code §§ 226.7 and 512(a))**

13 **(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES**  
14 **(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,**  
15 **and DOES 1 through 100)**

16 66. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
17 through 65, and each and every part thereof with the same force and effect as though fully set  
18 forth herein.

19 67. At all relevant times, the IWC Order and California Labor Code sections 226.7  
20 and 512(a) were applicable to Plaintiff's and the other class members' employment by  
21 Defendants.

22 68. At all relevant times, California Labor Code section 226.7 provides that no  
23 employer shall require an employee to work during any meal or rest period mandated by an  
24 applicable order of the California IWC.

25 69. At all relevant times, the applicable IWC Wage Order and California Labor Code  
26 section 512(a) provide that an employer may not require, cause or permit an employee to work  
27 for a work period of more than five (5) hours per day without providing the employee with a  
28

1 meal period of not less than thirty (30) minutes, except that if the total work period per day of the  
2 employee is no more than six (6) hours, the meal period may be waived by mutual consent of  
3 both the employer and employee.

4 70. At all relevant times, the applicable IWC Wage Order and California Labor Code  
5 section 512(a) further provide that an employer may not require, cause or permit an employee to  
6 work for a work period of more than ten (10) hours per day without providing the employee with  
7 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total  
8 hours worked is no more than twelve (12) hours, the second meal period may be waived by  
9 mutual consent of the employer and the employee only if the first meal period was not waived.

10 71. During the relevant time period, Plaintiff and the other class members who were  
11 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their  
12 legally-mandated meal periods by mutual consent, were required to work for periods longer than  
13 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or  
14 rest period.

15 72. During the relevant time period, Plaintiff and the other class members who were  
16 scheduled to work for a period of time in excess of six (6) hours were required to work for  
17 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty  
18 (30) minutes and/or rest period.

19 73. During the relevant time period, Plaintiff's and other class members' meal periods  
20 were missed, shortened, late, and/or were interrupted because Defendants required them to  
21 perform and complete work duties, even when it resulted in missed, shortened, late, or  
22 interrupted meal periods. Defendants interrupted Plaintiff and the other class members during  
23 purported meal periods with questions and instructions regarding work tasks from supervisors  
24 and other employees before a fully thirty (30) minutes elapsed to complete or begin tasks.

25 74. As a result, Defendants failed to relieve Plaintiff and the other class members of  
26 all duties, failed to relinquish control over Plaintiff's and the other class members' activities,  
27 failed to permit Plaintiff and the other class members a reasonable opportunity to take, and  
28

1 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later  
2 than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take  
3 second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for  
4 shifts lasting more than ten (10) hours.

5 75. During the relevant time period, Defendants intentionally and willfully required  
6 Plaintiff and the other class members to work during meal periods and failed to compensate  
7 Plaintiff and the other class members the full meal period premium for work performed during  
8 meal periods.

9 76. During the relevant time period, Defendants failed to pay Plaintiff and the other  
10 class members the full meal period premium due pursuant to California Labor Code section  
11 226.7.

12 77. Defendants' conduct violates applicable IWC Wage Order and California Labor  
13 Code sections 226.7 and 512(a).

14 78. Pursuant to applicable IWC Wage Order and California Labor Code section  
15 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one  
16 additional hour of pay at the employee's regular rate of compensation for each work day that the  
17 meal or rest period is not provided.

18 **THIRD CAUSE OF ACTION**

19 **(Violation of California Labor Code § 226.7)**

20 **(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES**  
21 **(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,**  
22 **and DOES 1 through 100)**

23 79. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
24 through 78, and each and every part thereof with the same force and effect as though fully set  
25 forth herein.

26 80. At all times herein set forth, the applicable IWC Wage Order and California Labor  
27 Code section 226.7 were applicable to Plaintiff's and the other class members' employment by  
28

Defendants.

81. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

82. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

83. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

84. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

85. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

86. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

87. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees’ regular hourly rate of compensation for each work day that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

3 **(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES**  
4 **(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,**  
5 **and DOES 1 through 100)**

6 88. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
7 through 87, and each and every part thereof with the same force and effect as though fully set  
8 forth herein.

9 89. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1  
10 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than  
11 the minimum so fixed is unlawful.

12 90. During the relevant time period, Defendants failed to pay minimum wage to  
13 Plaintiff and the other class members as required, pursuant to California Labor Code sections  
14 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*,  
15 Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class  
16 members worked off-the-clock performing work duties.

17 91. Defendants' failure to pay Plaintiff and the other class members the minimum  
18 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to  
19 those sections Plaintiff and the other class members are entitled to recover the unpaid balance of  
20 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated  
21 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

22 92. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class  
23 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each  
24 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee  
25 minimum wages.

26 93. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class  
27 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully  
28

unpaid and interest thereon.

**FIFTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 201 and 202)**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES  
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,  
and DOES 1 through 100)**

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

96. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties, for meal and rest period premium payments.

97. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

98. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is

commenced; but the wages shall not continue for more than thirty (30) days.

99. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

**SIXTH CAUSE OF ACTION**

**(Violation of California Labor Code § 204)**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and DOES 1 through 100)**

100. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 99, and each and every part thereof with the same force and effect as though fully set forth herein.

101. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

102. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

103. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

104. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

105. Plaintiff and the other class members are entitled to recover all remedies available

for violations of California Labor Code section 204.

**SEVENTH CAUSE OF ACTION**

**(Violation of California Labor Code § 226(a))**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES  
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,  
and DOES 1 through 100)**

106. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

107. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

108. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

109. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

110. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

111. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

112. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

**EIGHTH CAUSE OF ACTION**

**(Violation of California Labor Code § 1174(d))**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES  
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,  
and DOES 1 through 100)**

113. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

114. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

115. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

116. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

117. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

**NINTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 2800 and 2802)**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES  
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,  
and DOES 1 through 100)**

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

119. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

120. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

121. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

122. Plaintiff and the other class members are entitled to recover from Defendants their

business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

**TENTH CAUSE OF ACTION**

**(Violation of California Business & Professions Code §§ 17200, et seq.)**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and DOES 1 through 100)**

123. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 122, and each and every part thereof with the same force and effect as though fully set forth herein.

124. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

125. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

126. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of

1 failing to timely pay wages to Plaintiff and the other class members violate California Labor  
2 Code sections 201, 202 and 204. Defendants also violated California Labor Code sections  
3 226(a), 1174(d), 2800 and 2802.

4 127. As a result of the herein described violations of California law, Defendants  
5 unlawfully gained an unfair advantage over other businesses.

6 128. Plaintiff and the other class members have been personally injured by Defendants'  
7 unlawful business acts and practices as alleged herein, including but not necessarily limited to  
8 the loss of money and/or property.

9 129. Pursuant to California Business & Professions Code sections 17200, et seq.,  
10 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained  
11 by Defendants during a period that commences on July 27, 2017; an award of attorneys' fees  
12 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an  
13 award of costs.

14 130. As a result of the herein described violation of California law, Defendants  
15 unlawfully gained an unfair advantage over other businesses.

16 131. Plaintiff and the other class members have been personally injured by Defendants'  
17 unlawful business acts and practices as alleged herein, including but not necessarily limited to  
18 the loss of money and/or property.

19 132. Pursuant to California Business & Professions Code sections 17200, et seq.,  
20 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained  
21 by Defendants during a period that commences on July 27, 2017; an award of attorneys' fees  
22 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an  
23 award of costs.

24 ///

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**ELEVENTH CAUSE OF ACTION**

**(Violation of California Labor Code § 2698, et seq.)**

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES  
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,  
and DOES 1 through 100)**

133. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 132, and each and every part thereof with the same force and effect as though fully set forth herein.

134. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

135. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

136. Plaintiff and the other hourly-paid or non-exempt employees, are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

**Failure to Pay Overtime**

137. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees in violation of the Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

**Failing to Provide Meal Periods**

138. Defendants’ failure to provide legally required meal periods to Plaintiff and the

other aggrieved employees is in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a).

**Failure to Provide Rest Periods**

139. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and California Labor Code section 226.7.

**Failure to Pay Minimum Wages**

140. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1.

**Failure to Timely Pay Wages Upon Termination**

141. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 and constitutes a violation of California Labor Code sections 201 and 202.

**Failure to Timely Pay Wages During Employment**

142. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 and constitutes a violation of California Labor Code section 204.

**Failure to Provide Complete and Accurate Wage Statements**

143. Defendants' failure to provide compliant wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) and constitutes a violation of California Labor Code section 226(a).

**Failure to Keep Complete or Accurate Payroll Records**

144. Defendants' failure to keep complete or accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) and constitutes a violation of California Labor Code section 1174(d).

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**Failure to Reimburse Necessary Business Expenses**

145. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 and constitutes a violation of California Labor Code sections 2800 and 2802.

146. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

147. Pursuant to California Labor Code section 2699(i), civil penalties recovered by

aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

148. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

### **DEMAND FOR JURY TRIAL**

Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

### **Class Certification**

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiff be appointed as the representative of the Class as to the first ten causes of action;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

### **As to the First Cause of Action**

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

**As to the Second Cause of Action**

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

**As to the Third Cause of Action**

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1)

hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

**As to the Fifth Cause of Action**

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer

employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

**As to the Sixth Cause of Action**

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

**As to the Seventh Cause of Action**

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

**As to the Eighth Cause of Action**

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

**As to the Ninth Cause of Action**

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

**As to the Tenth Cause of Action**

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all

1 funds disgorged from Defendants and determined to have been wrongfully acquired by  
2 Defendants as a result of violation of California Business and Professions Code sections 17200,  
3 et seq.;

4 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
5 California Code of Civil Procedure section 1021.5;

6 57. For injunctive relief to ensure compliance with this section, pursuant to California  
7 Business and Professions Code sections 17200, et seq.; and

8 58. For such other and further relief as the Court may deem just and proper.

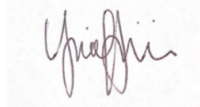
9 **As to the Eleventh Cause of Action**

10 59. For civil penalties and wages pursuant to California Labor Code sections 2699(a),  
11 (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201,  
12 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1,  
13 1198, 2800, and 2802; and

14 60. For such other and further relief as the Court may deem equitable and appropriate.

15  
16 Dated: January 10, 2025

**LAWYERS for JUSTICE, PC**

17  
18 By:   
19 Yasmin Hosseini  
20 Attorney for Plaintiff  
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LAWYERS FOR  
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c/o Jessica C. Shafer and Janelle Sahouria  
JACKSON LEWIS P.C.  
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9th Floor  
San Francisco, CA 94111

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Colliers International Real Estate Management Services (CA), Inc.  
c/o Jessica C. Shafer and Janelle Sahouria  
JACKSON LEWIS P.C.  
50 California Street  
9th Floor  
San Francisco, CA 94111

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

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 c/o Jessica C. Shafer and Janelle Sahouria  
 JACKSON LEWIS P.C.  
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☐ Addressee

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C. Date of Delivery

Delivery address different from item 1? ☐ Yes  
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# **EXHIBIT 3**

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND**  
**RELEASE**

This Joint Stipulation of Class Action and PAGA Settlement and Release (hereinafter “Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs ALEXANDER SABATONI (“Plaintiff Sabatoni”) and DAVID WILBER (“Plaintiff Wilber”) (together, “Plaintiffs”) on behalf of themselves, the Class (as defined below), and the State of California with respect to aggrieved employees, and COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC. (“Defendant”).

This Settlement Agreement shall be binding on Plaintiffs and those they seek to represent, and on Defendant and its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any other individual or entity that could be liable for any of the Released Class Claims and/or Released PAGA Claims, and Defense Counsel (collectively, “Released Parties”), subject to the terms and conditions hereof and the Court’s approval. THE PARTIES STIPULATE AND AGREE as follows:

1. Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

2. On July 27, 2021, Plaintiff Sabatoni filed a Class Action Complaint for Damages (“Original Complaint”) against Defendant<sup>1</sup> in the Sacramento County Superior Court, Case No. 34-2021-00305011-CU-OE-GDS (“Action”) on behalf of himself and all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time since July 27, 2017, for failure to pay overtime wages, failure to provide meal periods and premium payments in lieu thereof, failure to provide rest periods and premium payments in lieu thereof, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to

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<sup>1</sup> In addition to Defendant Colliers International Real Estate Management Services (CA), Inc., Plaintiff Sabatoni’s lawsuit was filed against CI REMS CA, Inc. and Colliers Macaulay Nicolls Inc. Defendant asserts that CI REMS CA, Inc. is not a separate entity and is merely an acronym for Defendant, and that Colliers Macaulay Nicolls, Inc. is a Canadian entity that does not do business in California, such that the only properly named Defendant is Colliers International Real Estate Management Services (CA), Inc. Defendant agrees to provide a declaration under oath to that effect and to confirm that neither employed any putative class members or allegedly aggrieved employees. If Plaintiffs are satisfied with such declaration, then Plaintiffs will dismiss CI REMS CA, Inc. and Colliers Macaulay Nicolls, Inc. as defendants following (or in conjunction with) the Court’s preliminary approval of the Settlement.

maintain complete and accurate payroll records, failure to reimburse necessary business expenses, and for violations of the California Business and Professions Code, section 17200 *et seq.* based on the aforementioned. Defendant timely filed an Answer to the Complaint denying all material allegations and asserting affirmative defenses on September 30, 2021.

3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) are to the version of the statute after the amendment effective July 1, 2024; the amended statute applies to the Action and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notices were filed after June 19, 2024.

4. On January 10, 2025, Plaintiff Sabatoni filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act against Defendant, which added a cause of action under the Private Attorneys General Act (California Labor Code section 2698) (“PAGA”) (“First Amended Complaint”).

5. Parties agree that Plaintiff Sabatoni shall file a Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act against Defendant, which will add Plaintiff Wilber as an additional class and PAGA representative (“Second Amended Complaint” or “Operative Complaint”).

6. The Operative Complaint alleges the following claims against Defendant: (1) violation of California Labor Code sections 510 and 1198 (Failure to Pay Overtime Wages); (2) violation of California Labor Code section 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Meal Period Premiums); (3) violation of California Labor Code section 226.7 (Failure to Provide Rest Periods and Rest Period Premiums); (4) violation of California Labor Code section 1194, 1197, and 1197.1 (Failure to Pay Minimum Wages); (5) violation of California Labor Code section 201 and 202 (Final Wages Not Timely Paid); (6) violation of California Labor Code section 204 (Wages Not Timely Paid During Employment); (7) violation of California Labor Code section 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code section 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code section 2800 and 2802 (Failure to Reimburse Business Expenses); (10)

1 violation of California Business & Professions Code sections 17200 *et seq.*; and (11) Violation  
2 of California Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004  
3 (“PAGA”)).

4 7. Solely for purposes of settlement, the Parties stipulate and agree that the requisites  
5 for establishing class certification with respect to the Class have been met and are met. More  
6 specifically, the Parties stipulate and agree that:

7 a. The Class is ascertainable and so numerous as to make it impracticable to  
8 join all Class Members.

9 b. There are common questions of law and fact including, but not limited to,  
10 the following:

11 i. Whether Defendant’s failure to pay wages, without abatement or  
12 reduction, in accordance with the California Labor Code, was willful;

13 ii. Whether Defendant had a pattern and practice of failing to pay their  
14 hourly-paid or non-exempt employees in the State of California for all hours worked, non-  
15 compliant (short, late interrupted, and/or missed altogether) meal periods and rest breaks in  
16 violation of California law;

17 iii. Whether Defendant required Plaintiffs and the other class members  
18 to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6)  
19 consecutive day per week, and failed to pay the legally required overtime compensation to  
20 Plaintiffs and the other class members;

21 iv. Whether Defendant deprived Plaintiffs and the other class members  
22 of meal and/or rest periods or required Plaintiffs and the other class members to work during meal  
23 and/or rest periods without compensation;

24 v. Whether Defendant failed to pay minimum wages to Plaintiffs and  
25 the other class members for all hours worked;

26 vi. Whether Defendant failed to pay all wages due to Plaintiffs and the  
27 other class members within the required time upon their discharge or resignation;

28 vii. Whether Defendant failed to timely pay all wages due to Plaintiffs

1 and the other class members during their employment;

2                   viii. Whether Defendant complied with wage reporting as required by  
3 the California Labor Code; including, *inter alia*, section 226;

4                   ix. Whether Defendant kept complete and accurate payroll records as  
5 required by the California Labor Code, including, *inter alia*, section 1174(d);

6                   x. Whether Defendant failed to reimburse Plaintiffs and the other  
7 class members for their necessary business-related expenses and costs;

8                   xi. Whether Defendant's conduct was willful or reckless;

9                   xii. Whether Defendant engaged in unfair business practices in  
10 violation of California Business & Professions Code section 17200, *et seq.*; and

11                   xiii. Whether Plaintiffs and the other class members are entitled to  
12 compensatory damages pursuant to the California Labor Code.

13                   c. Plaintiffs believe their claims are typical of the claims of the members of  
14 the Class.

15                   d. The prosecution of separate actions by individual members of the Class  
16 would create the risk of inconsistent or varying adjudications, which would establish incompatible  
17 standards of conduct.

18                   e. With respect to the Class, Plaintiffs believe that questions of law and fact  
19 common to the members of the Class predominate over any questions affecting any individual  
20 member in such Class, and a class action is superior to other available means for the fair and  
21 efficient adjudication of the controversy.

22                   8. The Parties agree that if for any reason the Settlement is not preliminarily and/or  
23 finally approved, the conditional certification of the Class will be of no force or effect, does not  
24 constitute an admission by Defendant that class certification is proper, and will not be deemed  
25 admissible in this or any other proceeding, and that the Parties will litigate the issue of class  
26 certification.

27                   9. Defendant denies any liability or wrongdoing of any kind whatsoever, and further  
28 denies that, for any purpose other than settling this Action, this Action is appropriate for class or

1 representative treatment. With respect to Plaintiffs' claims, Defendant contends, among other  
2 things, that it complied with all applicable state, federal and local laws affecting Plaintiffs and the  
3 Class. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully  
4 and finally settle the Action and Released Class Claims and Released PAGA Claims.

5 10. It is the desire of the Parties to fully, finally and forever settle, compromise and  
6 discharge all disputes and claims arising from or related to the Action. To achieve a full and  
7 complete release of Defendant, each Class Member acknowledges that this Settlement Agreement  
8 is intended to include all claims based on the factual allegations made in the Operative Complaint  
9 and which could have been made based on the factual allegations in the Operative Complaint and  
10 all Released Class Claims and Released PAGA Claims (to the extent the Class Member is an  
11 Aggrieved Employee) against all Released Parties (as those terms are defined herein) under any  
12 federal, state or local law, including any such claims which the Class Member, as of the date of  
13 the Court's final approval of this Settlement.

14 11. It is the intention of the Parties that this Settlement Agreement shall constitute a  
15 full and complete settlement and release of all claims arising from the allegations of this class  
16 action case against Defendant, which release includes in its effect all Released Parties.

17 12. Class Counsel diligently investigated the proposed Class Members' claims against  
18 Defendant, including any and all defenses and the applicable law. The investigation included,  
19 *inter alia*, the exchanged of information, data, and documents, and review of numerous corporate  
20 policies and practices, and there has been an exchange of extensive documentation and  
21 information. Based on their own independent investigation and evaluation, Class Counsel are of  
22 the opinion that the Settlement with Defendant for the consideration and on the terms set forth in  
23 this Settlement Agreement is fair, reasonable and adequate and is in the best interest of the Class  
24 in light of all known facts and circumstances, including the risk of significant delay, the risk the  
25 Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential  
26 appellate issues. Defendant and Defendant's counsel also agree that the Settlement is fair and in  
27 the best interest of the Parties.

28 13. The Parties agree to cooperate and take all steps necessary and appropriate to

1 consummate this Settlement and for entry of judgment in accordance with this Settlement  
2 Agreement.

### 3 **DEFINITIONS**

4 14. The following definitions are applicable to this Settlement Agreement.  
5 Definitions contained elsewhere in this Settlement Agreement will also be effective:

6 a. “Aggrieved Employees” means all current and former hourly-paid, non-  
7 exempt employees of Defendant who worked for Defendant in the State of California at any time  
8 during the PAGA Period.

9 b. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court  
10 for Class Counsel’s litigation and resolution of the Action, and all actual costs incurred and to  
11 be incurred by Class Counsel in the Action, as set forth in Paragraph 15.b.vii below.

12 c. “Class Counsel” or “Plaintiff’s Counsel” means Arby Aiwezian, Joanna  
13 Ghosh, Yasmin Hosseini, and Arianna Razi of Lawyers *for* Justice, PC, who will seek to be  
14 appointed counsel for the Class.

15 d. “Class List” means a complete list of all Class Members that Defendant  
16 will diligently and in good faith compile from its records and provide to the Settlement  
17 Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet  
18 and will include each Class Member’s full name, last known mailing address, Social Security  
19 Number, start and end dates worked for Defendant during the Class Period, start and end dates  
20 worked for Defendant during the PAGA Period, start and end dates worked for Defendant during  
21 the period from July 27, 2017 to April 19, 2023, Workweeks during the Class Period, Workweeks  
22 during the PAGA Period, and Workweeks during the period July 27, 2017 to April 19, 2023.

23 e. “Class Member(s)” or “Class” mean all current and former hourly-paid,  
24 non-exempt employees of Defendant who worked for Defendant in the State of California at any  
25 time during the Class Period.

26 f. “Class Notice” means the Notice of Class Action Settlement, substantially  
27 in the form attached as “**Exhibit A.**”

28 g. “Class Period” means the period from July 27, 2017 through the date of

Preliminary Approval or, if applicable, through the end date specified in Paragraph 14.d below.

h. “Class Representatives” or “Plaintiffs” mean Alexander Sabatoni and David Wilber.

i. “Class Settlement” means the settlement and resolution of Released Class Claims.

j. “Court” means the Superior Court of the State of California for the County of Sacramento.

k. “Defense Counsel” means Nathan W. Austin and Janelle J. Sahouria of Jackson Lewis P.C.

l. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (2) the Court has given preliminary approval of the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five (65) calendar days have passed since the Court entered a Final Approval Order and Judgment; and (6) in the event there are objections to the Class Settlement, which are not later withdrawn or denied, the later of the following events: five business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further remedies or relief.

m. “Employer Taxes” means the legally-mandated employer-paid portion of the payroll taxes due with respect to the wages portion of the Individual Settlement Shares, which will be paid in addition to the Total Settlement Amount.

n. “Enhancement Payments” means the amount to be paid to Plaintiffs

Alexander Sabatoni and David Wilber in recognition of their effort and work in prosecuting the Action on behalf of Class Members and in exchange for a general release, as set forth in Paragraph 15.b.viii below.

o. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

p. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

q. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 15.v below.

r. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 15.b.iii.

s. “Individual PAGA Payment” means each Aggrieved Employee’s *pro rata* share of Fifty Four Thousand Two Hundred and Fifty Dollars (\$54,250.00) i.e., 35% of the PAGA Penalty Payment that will be payable to the Aggrieved Employees for their share of the settlement of claims for civil penalties under PAGA, as required by Cal. Lab. Code § 2699(i), to be calculated in accordance with Paragraph 15.b.iv.

t. “LWDA” means the California Labor and Workforce Development Agency.

u. “LWDA Payment” means the One Hundred Thousand and Seven Hundred and Fifty Dollars and Zero Cents (\$100,750.00) i.e., 65% of the PAGA Penalty Payment that will be payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as required by Cal. Lab. Code § 2699(i).

v. “Net Settlement Amount” means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members, which is the Total

1 Settlement Amount less the Court-approved Enhancement Payments, Settlement Administration  
2 Costs, PAGA Penalty Payment, and Attorneys' Fees and Costs.

3 w. "Notice of Objection" means a Class Member's valid and timely written  
4 objection to the Class Settlement, which must be in writing and include: (a) the case name and  
5 number of the Action, (b) the objector's full name, signature, address, telephone number, and  
6 the last four digits of his or her Social Security number, (c) a written statement of all grounds  
7 for the objection accompanied by any legal support for such objection, (d) copies of any papers,  
8 briefs, or other documents upon which the objection is based, and (e) be returned by mail to the  
9 Settlement Administrator at the specified address, postmarked on or before the Response  
10 Deadline.

11 x. "Operative Complaint" means the contemplated Second Amended Class  
12 Action Complaint for Damages and Enforcement Under the Private Attorneys General Act,  
13 California Labor Code § 2698, Et Seq., to be filed in the Action, to implement the Settlement.

14 y. "PAGA Period" means October 23, 2023 (i.e., one year prior to the date  
15 Plaintiff Sabatoni submitted his notice of intent to pursue PAGA claims to the LWDA) through  
16 the date of Preliminary Approval or, if applicable, through the end date specified in Paragraph  
17 15.d below.

18 z. "PAGA Notices" means the letter dated October 23, 2024, which Plaintiff  
19 Sabatoni sent to the LWDA and Defendant, and the letter dated March 3, 2025, which Plaintiff  
20 Wilber sent to the LWDA and Defendant, providing written notice of their intent to seek civil  
21 penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*,  
22 for Defendant's alleged violations of California Labor Code (including, *inter alia*, sections 201,  
23 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1,  
24 1198, 2800, and 2802) and the California Industrial Welfare Commission Wage Orders.

25 aa. "PAGA Penalty Payment" means the allocation of One Hundred Fifty-  
26 Five Dollars and Zero Cents (\$155,000.00), which the Parties have agreed to allocate for civil  
27 penalties pursuant to PAGA. The Parties have agreed that the PAGA Penalty Payment will be  
28 paid out of the Total Settlement Amount for the PAGA Settlement. Pursuant to PAGA, sixty-

1 five percent (65%) of the PAGA Penalty Payment, or \$100,750.00, will be paid to the LWDA  
2 (i.e., LWDA Payment) and the remaining thirty-five percent (35%) or, \$54,250.00 (“Aggrieved  
3 Employees’ Portion”), will be distributed to Aggrieved Employees, in accordance with  
4 Paragraph 15.b.ii.

5 bb. “PAGA Settlement” means the settlement and resolution of Released  
6 PAGA Claims.

7 cc. “PAGA Workweeks” means the number of weeks each Aggrieved  
8 Employee worked for Defendants as an hourly-paid, non-exempt employee in the State of  
9 California during the PAGA Period, which will be calculated by Defendant for each Aggrieved  
10 Employee by dividing the total days worked as an Aggrieved Employee during the PAGA Period  
11 by seven (7). Partial PAGA Workweeks will be rounded up. However, the total PAGA  
12 Workweeks shall not count any period of time an Aggrieved Employee was not working either in  
13 person or remotely due to closures ordered by the Government of California or the County of  
14 Sacramento due to COVID-19.

15 dd. “Preliminary Approval” means entry of the Court order granting  
16 preliminary approval of the Settlement Agreement.

17 ee. “Released Class Claims” means any and all claims asserted in the  
18 Operative Complaint or that could have been asserted based on facts alleged in the Operative  
19 Complaint, arising during the Class Period, under federal, state, or local law or statute, including  
20 but not limited to claims under the California Labor Code (including, *inter alia*, Sections 201,  
21 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1,  
22 1198, 2800 and 2802), California Industrial Welfare Commission Wage Orders, regulations,  
23 California Business and Professions Code Sections 17200, *et seq.*, and/or any other provisions  
24 of law for: failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages),  
25 failure to provide compliant meal periods and associated premium pay, failure to provide  
26 compliant rest periods and associated premium pay, failure to timely pay wages during  
27 employment, failure to timely pay wages upon termination of employment, failure to provide  
28 compliant wage statements, failure to keep requisite payroll records, and failure to reimburse

1 necessary business expenses.

2 ff. “Released PAGA Claims” means any and all claims for civil penalties  
3 under California Labor Code § 2698, *et seq.* (“PAGA”), arising out of the facts alleged in the  
4 Operative Complaint and/or the PAGA Notices, arising during the PAGA Period, for violations  
5 of the California Labor Code (including, but not limited to, Sections 201, 202, 203, 204, 210,  
6 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802)  
7 and the California Industrial Welfare Commission Wage Orders for: failure to pay wages  
8 (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal  
9 periods and associated premium pay, failure to provide compliant rest periods and associated  
10 premium pay, failure to timely pay wages during employment, failure to timely pay wages upon  
11 termination of employment, failure to provide compliant wage statements, failure to keep  
12 requisite payroll records, and failure to reimburse necessary business expenses).

13 gg. “Released Parties” means Defendant, and its present and former parent  
14 companies, subsidiaries, divisions, concepts, related or affiliated companies, and its  
15 shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns,  
16 and any other individual or entity that could be liable for any of the Released Class Claims and/or  
17 Released PAGA Claims, and Defense Counsel.

18 hh. “Request for Exclusion” means a letter submitted by a Class Member  
19 indicating a request to be excluded from the Class Settlement. The Request for Exclusion must:  
20 (a) contain the case name and number of the Action, (b) contain the full name, signature, address,  
21 telephone number, and the last four digits of the Social Security Number of the Class Member  
22 requesting exclusion, (c) clearly state that the Class Member does not wish to be included in the  
23 Class Settlement, and (d) be returned by mail to the Settlement Administrator at the specified  
24 address, postmarked on or before the Response Deadline. The date of the postmark on the return  
25 mailing envelope on the submission will be the exclusive means to determine whether a Request  
26 for Exclusion has been timely submitted. A Class Member who does not request exclusion from  
27 the Class Settlement will be deemed a Settlement Class Member and will be bound by all terms  
28 of the Settlement Agreement as it pertains to the Class Settlement, if the Settlement is granted

1 Final Approval by the Court.

2 ii. “Response Deadline” means the deadline by which Class Members must  
3 submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited  
4 to them, which shall be the date that is sixty (60) calendar days from the initial mailing of the  
5 Class Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal  
6 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.  
7 Postal Service is open. The Response Deadline may also be extended by express agreement  
8 between Class Counsel and Defense Counsel. Under no circumstances, however, will the  
9 Settlement Administrator have the authority to extend the Response Deadline. In the event that  
10 a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member  
11 shall be the extended by fifteen (15) calendar days from the original Response Deadline.

12 jj. “Settlement Administrator” means Simpluris, Inc., or any other third-party  
13 class action settlement administrator agreed to by the Parties and approved by the Court for  
14 purposes of administering this Settlement. The Parties and their counsel each represent that they  
15 do not have any financial interest in the Settlement Administrator or otherwise have a relationship  
16 with the Settlement Administrator that could create a conflict of interest.

17 kk. “Settlement Administration Costs” means the costs payable from the Total  
18 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering  
19 this Settlement, as set forth in Paragraph 15.b.ix below.

20 ll. “Settlement Class Members” means all Class Members who do not submit  
21 a valid and timely Request for Exclusion from the Class Settlement.

22 mm. “Total Settlement Amount” means the amount of One Million Twenty-  
23 Seven Thousand Seven Hundred and Twenty Dollars and Zero Cents (\$1,027,720.00) to be paid  
24 by Defendant in full resolution of all Released Class Claims and Released PAGA Claims and the  
25 Action, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Penalty  
26 Payment (65% of which is allocated to the LWDA Payment payable to the LWDA and 35% of  
27 which is allocated to the Aggrieved Employees’ Portion payable to the Aggrieved Employees),  
28 Net Settlement Amount to be paid to the Settlement Class Members, and Settlement

Administration Costs. The Employer Taxes on the wages portion of Individual Settlement Shares will be paid separately and in addition to the Total Settlement Amount. The Total Settlement Amount is subject to increase, as provided in Paragraph 15.d below.

nn. “Workweeks” means the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee in the State of California during the Class Period, which will be calculated by Defendant for each Class Member by dividing the total days worked as a Class Member during the Class Period by seven (7). Partial Workweeks will be rounded up. However, the total Workweeks shall not count any period of time a Class Member was not working either in person or remotely due to closures ordered by the Government of California or the County of Sacramento due to COVID-19.

oo. “Workweeks Dispute” means a Class Member’s written letter disputing the number of Workweeks to which the Class Member has been credited for the Class Period and/or PAGA Period, as reflected in their Class Notice, which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four digits of the Social Security number of the disputing Class Member; (c) clearly state the Class Member disputes the number of Workweeks credited for the Class Period and/or PAGA Period and what the Class Member contends is the correct number to be credited to them; (d) include information and/or attach documentation supporting the number of Workweeks the Class Member contends should be credited for the Class Period and/or PAGA Period; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

#### TERMS OF SETTLEMENT

15. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

a. It is agreed by and among Plaintiffs and Defendant that this Action and any claims, damages or causes of action arising out of the disputes which are the subject of this Action, be settled and compromised as between the Settlement Class and Defendant, subject to the terms and conditions set forth in this Settlement Agreement and the approval of the Court.

1                   b.     Total Settlement Amount and Net Settlement Amount: Within fifteen (15)  
2 calendar days after the Effective Date, the Settlement Administrator will provide the Parties with  
3 an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement.  
4 To implement the terms of this Settlement, Defendant agrees to pay up to \$1,027,750.00 (i.e.,  
5 Total Settlement Amount), subject to Paragraph 14.d, within thirty (30) calendar days of receipt  
6 of the Settlement Administrator's accounting, by making a one-time deposit of the Total  
7 Settlement Amount, plus an amount sufficient to satisfy the Employer's Taxes, into a settlement  
8 account established by the Settlement Administrator. At no time shall Defendant have the  
9 obligation to segregate the funds comprising the Total Settlement Amount, and Defendant shall  
10 retain exclusive authority over and responsibility for those funds subject to the disbursement of  
11 funds necessary for the payment of Individual Settlement Payments to Settlement Class Members  
12 and Individual PAGA Payments to Aggrieved Employees, LWDA Payment to the LWDA,  
13 approved Attorneys' Fees and Costs to Class Counsel, approved Enhancement Payments to the  
14 Class Representatives, approved Settlement Administration Costs to the Settlement  
15 Administrator, the employer payroll taxes for the wage portion of the Individual Settlement  
16 Shares, and any other payments provided by this Settlement. The Individual Settlement Payments  
17 paid to Settlement Class Members, the Attorneys' Fees and Costs to Class Counsel, the  
18 Enhancement Payments to the Class Representatives, the Settlement Administration Costs of the  
19 Settlement Administrator, the PAGA Penalty Payment, and any other payments provided by this  
20 Settlement, shall be paid out of the Total Settlement Amount within seven (7) calendar days of  
21 the full funding of the Total Settlement Amount. The amount available for distribution to  
22 Settlement Class Members (i.e., Net Settlement Amount) shall be calculated by deducting from  
23 the Total Settlement Amount the following, subject to Court approval: (i) Class Counsel's  
24 Attorneys' Fees and Costs, in the amount of up to thirty-five percent (35%) of the Total Settlement  
25 Amount, i.e., \$359,702.00, if the Total Settlement Amount remains \$1,027,720.00 for attorneys'  
26 fees, and the amount of up to \$20,000.00 for reimbursement of litigation costs and expenses; (ii)  
27 the Enhancement Payments of up to \$5,000.00 each to Plaintiffs (for a total of \$10,000.00), (iii)  
28 the PAGA Penalty Payment of \$155,000.00; and (iv) the Settlement Administration Costs of the

1 Settlement Administrator, estimated not to exceed \$10,000.00. Individual Settlement Shares to  
2 the Settlement Class Members will be calculated by the Settlement Administrator and paid out of  
3 the Net Settlement Amount as set forth below.

4 ii. Private Attorneys General Act Allocation: Subject to approval by  
5 the Court, the Parties have agreed to allocate \$155,000.00 to Plaintiffs' claims under PAGA.  
6 Sixty-five percent (65%) of this amount, or \$100,750.00, will be paid out of the Total Settlement  
7 Amount to the Labor and Workforce Development Agency ("LWDA") of the State of California.  
8 The remaining thirty-five percent (35%) of this amount or \$54,250.00, will be distributed to  
9 Aggrieved Employees on a *pro rata* basis.

10 iii. Individual Settlement Share Calculations: Individual Settlement  
11 Shares will be calculated and apportioned from the Net Settlement Amount based on the  
12 Settlement Class Members' Workweeks, as follows:

13 aa. After Preliminary Approval of the Settlement, the Settlement  
14 Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to  
15 yield the "Estimated Workweek Value," and multiply each Class Member's individual  
16 Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement  
17 Share that he or she may be eligible to receive for the Class Settlement.

18 bb. After Final Approval of the Settlement, the Settlement  
19 Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement  
20 Class Members to yield the "Final Workweek Value," and multiply each Settlement Class  
21 Member's individual Workweeks by the Final Workweek Value to yield his or her final Individual  
22 Settlement Share.

23 iv. Individual PAGA Payment Calculations: Individual PAGA  
24 Payments will be calculated and apportioned from the 35% of the PAGA Penalty Payment to  
25 Aggrieved Employees, based on the Aggrieved Employees' Workweeks during the PAGA  
26 Period, as follows: the Settlement Administrator will divide the 35% of the PAGA Penalty  
27 Payment (\$54,250.00) by the Workweeks of all Aggrieved Employees during the PAGA Period  
28 to yield the "PAGA Pay Period Value," and multiply each Aggrieved Employee's individual

1 Workweeks during the PAGA Period by the PAGA Pay Period Value to yield his or her Individual  
2 PAGA Payment.

3 v. Allocation of Individual Settlement Shares: The Parties have  
4 agreed, based on the allegations in the Action, that Individual Settlement Shares payable to  
5 eligible Class Members will be allocated as follows: twenty percent (20%) will be allocated as  
6 wages for which IRS Forms W-2 will issue; eighty percent (80%) will be allocated as penalties,  
7 interest, and other non-wage damages for which IRS Forms 1099-MISC. The Settlement  
8 Administrator will withhold the employee's share of taxes and withholdings with respect to the  
9 wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members  
10 for their Individual Settlement Payments (i.e., payment of their individual Settlement Share net  
11 of these taxes and withholdings). Any payment for an Individual PAGA Payment will be  
12 allocated as one hundred percent (100%) penalties, for which no tax withholdings will be  
13 undertaken, and will be reported on an IRS Form-1099, if necessary, by the Settlement  
14 Administrator.

15 vi. Settlement Payment Do Not Trigger Additional Benefits: All  
16 payments to Plaintiffs, Class Members, and Aggrieved Employees shall be deemed to be income  
17 to them solely in the year in which such payments are actually issued to them. It is expressly  
18 understood and agreed that the receipt of such payments will not entitle any Plaintiffs, Class  
19 Members, and/or Aggrieved Employees to additional compensation or benefits under any  
20 company bonus, contest or other compensation or benefit plan or agreement in place during the  
21 period covered by the Settlement, nor will it entitle them to any increased retirement, 401(k)  
22 benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement  
23 that the payments provided for in this Agreement are the sole payments to be made by Defendant  
24 to the Plaintiffs, Class Members, and Aggrieved Employees in connection with this Settlement,  
25 and that the Plaintiffs, Class Members, and Aggrieved Employees are not entitled to any new or  
26 additional compensation or benefits as a result of having received the payment (notwithstanding  
27 any contrary language or agreement in any benefit or compensation plan document that might  
28 have been in effect during the period covered by this Settlement).

vii. Attorneys' Fees and Costs: Class Counsel will request, and Defendant will not oppose, attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$359,702.00 if the Total Settlement Amount remains \$1,027,720.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in the amount of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00), both of which will be paid from the Total Settlement Amount, subject to Court approval (i.e., Attorneys' Fees and Costs). These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and any and all costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement, as well as any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel; any additional expenses incurred for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount to be distributed to Settlement Class Members.

viii. Class Representatives: In recognition of their efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for Enhancement Payments not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) each to Plaintiffs (for a total of \$10,000.00) for their services in bringing and prosecuting the Action and general release of claims, as set forth in Paragraph 24 below, and is in addition to any individual settlement payments to which Plaintiffs are entitled under this Settlement. The Enhancement Payments are to be part of, and to be deducted from, the Total Settlement Amount. The Settlement Administrator will issue an IRS Form 1099-MISC for the Enhancement Payments to Plaintiffs, and Plaintiffs will be responsible for correctly characterizing this compensation for tax purposes

1 and for paying any taxes on the amounts received. Should the Court approve Enhancement  
2 Payments to the Class Representatives in an amount less than that set forth above, the difference  
3 between the lesser amount approved by the Court and the Enhancement Payments set forth above  
4 shall be added to the Net Settlement Amount.

5 ix. Settlement Administrator: The Settlement Administrator will be  
6 paid for the reasonable costs of administration of the Settlement and distribution of payments  
7 under the Settlement, which is currently estimated not to exceed \$10,000.00. These costs, which  
8 shall be paid out of the Total Settlement Amount, subject to Court approval, will include *inter*  
9 *alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,  
10 calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms  
11 and undertaking all required tax reporting, filings, withholdings, and remittances, providing  
12 necessary reports and declarations, and other duties and responsibilities set forth herein to process  
13 the Settlement, and as ordered by the Court or requested by the Parties. To the extent actual  
14 Settlement Administration Costs are greater than the estimated amount stated herein, such excess  
15 amount will be disclosed to the Court and deducted from the Total Settlement Amount, subject  
16 to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement  
17 Administration Costs which are not in fact required to fulfill payment to the Settlement  
18 Administrator to undertake the required settlement administration duties will become part of the  
19 Net Settlement Amount to be distributed to Settlement Class Members.

20 x. Mailing of Individual Settlement Payments and/or Individual  
21 PAGA Payments: The Settlement Administrator will cause the Individual Settlement Payments  
22 to be mailed to the Settlement Class Members and the Individual PAGA Payments to be mailed  
23 to the Aggrieved Employees within fifteen (15) calendar days after the Effective Date, as defined  
24 in Paragraph 14.l.

25 c. Defendant's Right to Rescission: If more than five percent (5%) of the  
26 Class opts out of the Class Settlement by submitting valid and timely Requests for Exclusion as  
27 set forth in the Class Notice, Defendant shall have the option to rescind and void the Settlement  
28 at its discretion, before final approval by the Court, by providing written notice to Class Counsel

1 at least fourteen (14) calendar days prior to the Final Approval Hearing, provided the Settlement  
2 Administrator has previously furnished Defendant with the number and percentage of valid and  
3 timely Requests for Exclusion. If Defendant exercises this option, Defendant shall pay all costs  
4 of incurred by the Settlement Administrator incurred up to that date.

5 d. Escalator Clause: Defendant has represented that the putative Class worked  
6 a total of approximately 32,983 Workweeks during the period from July 27, 2017 through April  
7 19, 2023 (“relevant time period”), and Plaintiffs are entering into this agreement based on that  
8 representation. The Workweeks shall not count any period of time an employee was not working  
9 either in person or remotely due to closures ordered by the Government of California or the  
10 County of Alameda due to COVID-19. Defendant shall submit a list of all applicable Workweeks  
11 to the Settlement Administrator who will verify to Class Counsel that the Workweeks during the  
12 relevant time period do not exceed 36,281. However, if the Settlement Administrator determines  
13 that the Workweeks worked by Class Members during the relevant time period exceeds 32,983  
14 by ten percent (10%) (i.e., more than 3,298), Defendant at its sole option shall either: 1) increase  
15 the Total Settlement Amount on a *pro rata* basis equal to the percentage increase in the number  
16 of Workweeks worked by the Class Members above ten percent (10%), meaning Defendant will  
17 increase the Total Settlement Amount by the percentage amount above ten percent (10%) (e.g., if  
18 the number of Workweeks increases by 11% to 36,611 workweeks, the Total Settlement Amount  
19 will increase by one percent (1%)); or, 2) Defendant may choose to end the Class Period and  
20 PAGA Period on the date that the Workweeks total 110% of 32,983 (i.e., 36,281).

21 NOTICE TO THE CLASS

22 16. The Parties further agree that:

23 a. Within fourteen (14) calendar days of Preliminary Approval of this  
24 Settlement by the Court, Defendant shall provide the Settlement Administrator with the Class  
25 List. Defendant shall make reasonable efforts to obtain Class Member information for its direct  
26 employees who were assigned to work for Defendant by temporary agencies or otherwise were  
27 temporary employees. The Parties agree the Social Security Numbers will be used only by the  
28 Settlement Administrator for the sole purpose of effectuating the Settlement and will not be

1 provided to Class Counsel at any time or in any form, except as may be specifically necessary to  
2 address any issues with the notice process for this Settlement. Notwithstanding anything herein  
3 to the contrary, neither the Settlement Administrator nor the Class Counsel will be entitled to  
4 receive confidential information of Defendant (including non-public personal information of its  
5 employees). Excepting information that Class Counsel possess or comes to possess as a result of  
6 Class Members providing said information to Class Counsel, To the extent Class Counsel  
7 possesses or comes to possess the Class Members' contact information, Social Security Numbers  
8 and/or Federal Employment Identification Numbers as a result of disclosure by the Settlement  
9 Administrator, Class Counsel shall return all such information (including copies and data or  
10 information derived therefrom) within seven (7) calendar days from the date the Court grants final  
11 approval of the Settlement, and shall not retain copies of such information, and shall not maintain  
12 or use such information for any purpose . The Class Member information shall be based on  
13 Defendant's payroll and other business records and in a format acceptable to the Settlement  
14 Administrator. Defendant agrees to consult with the Settlement Administrator prior to the  
15 production date to ensure that the format will be acceptable to the Settlement Administrator. The  
16 Settlement Administrator will run a single check of the Class Members' addresses against those  
17 on file with the U.S. Postal Service's National Change of Address List ("NCOA"), prior to  
18 mailing the Class Notice. Within thirty (30) calendar days of Preliminary Approval of this  
19 Settlement, the Settlement Administrator will mail the Class Notice to Class Members.

20           b. Class Notices returned to the Settlement Administrator as non-delivered  
21 during the thirty (30) calendar day period following the initial mailing of the Class Notice shall  
22 be resent to the forwarding address, if any, on the returned envelope. If there is no forwarding  
23 address, the Settlement Administrator will do a single skip-trace for the Class Members whose  
24 Class notice was returned, and re-mail the Class Notice within three (3) calendar days of receipt  
25 using the Class Member's Social Security Number; this search will be performed only once per  
26 Class Member by the Settlement Administrator. Upon completion of these steps by the  
27 Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have  
28 satisfied their obligations to provide the Class Notice of to the affected Class Member. If the

1 affected member of the Class does submit a valid and timely Request for Exclusion, then they  
2 shall be deemed a Settlement Class Member and shall be bound by all the terms of the Settlement  
3 and the Court's Final Approval Order and Judgment.

4 c. The Class Notice shall also identify the procedures for opting out of or  
5 objecting to the Class Settlement.

6 d. Class Counsel shall provide to the Court, at least sixteen (16) court days  
7 before the Final Approval Hearing, an initial declaration by the Settlement Administrator of due  
8 diligence and proof of mailing with regard to the mailing of the Class Notice.

9 17. The Administrator will be responsible for undertaking appropriate deductions,  
10 required tax reporting, and issuing the Individual Settlement Payments to Settlement Class  
11 Members and Individual PAGA Payments to Aggrieved Employees by way of check in  
12 accordance with this Settlement Agreement. Individual Settlement Payment and/or Individual  
13 PAGA Payment checks will not be re-issued, except for good cause and as mutually agreed upon  
14 by the Parties in writing. Individual Settlement Payment and Individual PAGA Payment checks  
15 will be valid and negotiable for one hundred and eighty (180) calendar days after the date of  
16 issuance, thereafter, they will be canceled and funds leftover from the canceled checks will be  
17 sent to the Court Appointed Special Advocates of Sacramento (CASA Sacramento). Parties agree  
18 and represent that neither Defendant, Defendant's counsel, Plaintiffs, or Class Counsel have an  
19 interest in the proposed *cy pres* recipient, Court Appointed Special Advocates of Sacramento  
20 (CASA Sacramento), including its governance or otherwise. The Administrator shall undertake  
21 amended and/or supplemental tax filings and reporting, required under applicable local, state, and  
22 federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment  
23 and/or Individual PAGA Payment checks. Settlement Class Members and/or Aggrieved  
24 Employees whose Individual Settlement Payment and/or Individual PAGA Payment checks are  
25 canceled shall, nevertheless, be bound by the Settlement Agreement.

26 18. The Settlement Administrator will be responsible for making appropriate  
27 deductions, calculating, reporting, obtaining, and transmitting the employer payroll taxes on the  
28 Individual Settlement Shares, paying to Class Counsel any Court-approved Attorneys' Fees and

1 Costs, paying to the Class Representatives any Court-approved Enhancement Payments, meeting  
2 tax reporting obligations, and for issuing the Individual Settlement Payments to Class Members  
3 and the Individual PAGA Payment to Aggrieved Employees. Proof of payment will be filed with  
4 the Court and provided to Class Counsel and Defendant's Counsel within the time frame requested  
5 by the Court.

6 OPTING OUT OF / OBJECTING TO THE CLASS SETTLEMENT OR WORKWEEKS

7 DISPUTES

8 19. Opting Out of the Class Settlement. For those Class Members who do not wish to  
9 participate in the Class Settlement, such Class Members may exclude themselves from the Class  
10 Settlement by submitting a valid and timely written Request for Exclusion to the Settlement  
11 Administrator on or before Response Deadline. Any individual who submits a Request for  
12 Exclusion will not be allowed to object to the terms of the Class Settlement. Aggrieved  
13 Employees cannot opt out of the PAGA Settlement and shall be bound to the PAGA Settlement  
14 irrespective of whether they exercise their option to opt out of the Class Settlement.

15 20. Objecting to the Class Settlement. Any individual who does not exclude  
16 himself/herself from the Class Settlement (i.e., Settlement Class Members) can submit a Notice  
17 of Objection to the terms of the Class Settlement on or before the Response Deadline. Class  
18 Members may also appear at the Final Approval Hearing and make an objection orally at the Final  
19 Approval Hearing, regardless of whether they have submitted a written objection. If the Court  
20 rejects the objection, the individual will be bound by the terms of the Settlement.

21 21. Disputing Workweeks: Class Members and Aggrieved Employees will have an  
22 opportunity to dispute the number of Workweeks to which they have been credited for Class  
23 Period and/or PAGA Period (if applicable), as reflected in their respective Class Notice.  
24 Defendant's Workweek data will be presumed to be correct, unless a particular Class Member  
25 and/or Aggrieved Employee demonstrates otherwise to the Settlement Administrator by  
26 submitting a Workweeks Dispute. All Workweeks disputes will be resolved and decided by the  
27  
28

1 Settlement Administrator, and the Settlement Administrator's decision on all Workweek Disputes  
2 will be final and non-appealable.

3 RELEASES

4 22. Released Class Claims by Settlement Class Members: Upon the Effective Date  
5 and full funding of the Total Settlement Amount, and except as to such rights or claims as may  
6 be created by this Settlement, Plaintiffs and all Class Members who do not submit a valid and  
7 timely Request for Exclusion (i.e., Settlement Class Members), will be deemed to have fully,  
8 finally, and forever released, settled, compromised, relinquished, and discharged the Released  
9 Parties of all Released Class Claims he or she may have had.

10 23. Released PAGA Claims by Aggrieved Employees: Upon the Effective Date and  
11 full funding of the Total Settlement Amount, and except as to such rights or claims as may be  
12 created by this Settlement, Plaintiffs, the State of California with respect to Aggrieved Employees,  
13 and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled,  
14 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims  
15 he, she, or they may have had.

16 24. General Release of Claims by Plaintiffs: Upon the Effective Date and full funding  
17 of the Total Settlement Amount, in consideration of the promises and obligations set forth herein,  
18 and except as to such rights or claims as may be created by this Settlement, Plaintiffs will be  
19 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and  
20 discharged the Released Parties of and from all claims arising from their employment with  
21 Defendant, separation of employment from Defendant, and any acts that have or could have been  
22 asserted in any legal action or proceeding against Defendant, whether known or unknown, arising  
23 under any federal, state, or local law, or statute, including, *inter alia*, those arising under the  
24 California Labor Code (including, *inter alia*, Sections 201, 202, 203, 204, 210, 226(a), 226.7,  
25 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802), the  
26 California Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act,  
27 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement  
28 Income Security Act, National Labor Relations Act, California Corporations Code, California

1 Business and Professions Code, California Fair Employment and Housing Act, California  
2 Constitution (all as amended), and law of contract or tort, as well as for discrimination,  
3 harassment, retaliation, wrongful termination, lost wages, benefits, other employment  
4 compensation, emotional distress, medical expenses, other economic and non-economic damages,  
5 attorney fees, and costs, arising on or before the date on which the Settlement is executed.

6 25. Waiver of California Civil Code Section 1542: With respect to those claims  
7 released by Plaintiffs in an individual capacity pursuant to this Agreement, as of the Effective  
8 Date and full funding of the Total Settlement Amount, Plaintiffs acknowledge and waive any and  
9 all rights and benefits available under California Civil Code section 1542, which provides:

10  
11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
12 **CREDITOR OR RELEASING PART DOES NOT KNOW OR SUSPECT TO**  
13 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
14 **RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
15 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
16 **DEBTOR OR RELEASED PARTY.**

17 Plaintiffs understand and agree that claims or facts in addition to or different from those which  
18 are not known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention  
19 to, upon the Effective Date, and full funding of the Total Settlement Amount, settle fully and  
20 release all claims they now have against the Released Parties, whether known or unknown,  
21 suspected or unsuspected, as of the Effective Date and full funding of the Total Settlement  
22 Amount. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims  
23 for workers' compensation benefits, claims for unemployment benefits, or to other claims that may  
24 not be released by law.

25 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

26 26. Plaintiffs shall promptly submit this Settlement to the Court in support of  
27 Plaintiffs' Motion for Preliminary Approval and determination by the Court as to its fairness,  
28 adequacy and reasonableness. Before filing, Plaintiffs agree to provide Defendant the opportunity  
to review and comment upon Plaintiffs' Motion for Preliminary Approval, which Plaintiffs shall  
consider in good faith. Promptly upon execution of this Settlement Agreement, Plaintiffs shall  
apply to the Court for the entry of an order preliminarily approving the Settlement, which shall

1 be mutually agreed upon by the Parties, that:

2 a. Schedules a Final Approval Hearing on the question of whether the  
3 proposed Settlement, including payment of Attorneys' Fees and Costs, Settlement Administration  
4 Costs, and the Enhancement Payments should be finally approved as fair, reasonable and adequate  
5 as to the members of the Class;

6 b. Provisionally certifies the Class for settlement purposes, appoints Plaintiffs  
7 Alexander Sabatoni and David Wilber as representatives of the Class, and appoints Lawyers *for*  
8 Justice, PC as counsel for the Class;

9 c. Approves as to form and content the mutually-agreed upon proposed Class  
10 Notice and directs its mailing to the Class by First Class U.S. mail;

11 d. Approves the manner and method for Class Members to request exclusion  
12 from the Class Settlement as contained herein and within the Class Notice;

13 e. Preliminarily approves the Settlement subject only to the objections of  
14 Class Members and final review by the Court; and

15 f. Enjoins Plaintiffs and all Class Members from filing or prosecuting any  
16 other cases, claims, suits or administrative proceedings (including filing claims with the Division  
17 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding  
18 the Released Class Claims unless and until such Class Members have filed valid Requests for  
19 Exclusion from the Class Settlement with the Settlement Administrator and the time for filing  
20 claims with the Settlement Administrator has elapsed.

21 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

22 27. Upon the Effective Date of the Settlement provided for in this Settlement  
23 Agreement, Class Counsel will return to Defendant all company and employee documents, lists,  
24 and electronic data in all forms and formats (originals and copies). Before filing, Plaintiffs agree  
25 to provide Defendant the opportunity to review and comment upon Plaintiffs' Motion for Final  
26 Approval of Class Action Settlement, which Plaintiffs shall consider in good faith. Class Counsel  
27 agrees to submit a proposed final order and judgment, which shall be mutually agreed upon by  
28 the Parties, that:

a. Confirms certification of the Settlement Class for settlement purposes, appointment of Plaintiffs Alexander Sabatoni and David Wilber as representatives of the Class, and appointment of Lawyers *for* Justice, PC as counsel for the Class

b. Approves the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

c. Approves the PAGA Penalty Payment, including the LWDA Payment and Aggrieved Employees' Portion;

d. Approves Class Counsel's application for an award of Attorneys' Fees and Costs;

e. Approves the Enhancement Payments to the Class Representatives; and

f. Enters judgment in accordance with California Rules of Court, Rule 3.769(h), permanently barring and enjoining all members of the Class from prosecuting claims against the Released Parties pursuant to Paragraphs 21 and 22 above, upon satisfaction of all payments and obligations hereunder.

## PARTIES' AUTHORITY

28. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

### MUTUAL FULL COOPERATION

29. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of this Settlement.

30. The Parties and their respective counsel agree that they will not encourage Class Members to file Requests for Exclusion.

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as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

**To Plaintiffs and the Settlement Class:**

Arby Aiwazian  
Joanna Ghosh  
Vartan Madoyan  
Lawyers *for* Justice, P.C.  
450 North Brand Boulevard, Suite 900  
Glendale, California 91203

**To Defendant:**

Nathan W. Austin  
Jackson Lewis P.C.  
400 Capitol Mall, Suite 1600  
Sacramento, California 95814

Janelle J. Sahouria  
Jessica C. Shafer  
Jackson Lewis P.C.  
50 California Street, 9th Floor  
San Francisco, California 94111

**NO PUBLIC COMMENT**

36. The Class Representatives and Class Counsel will not make any public comment about the Action or the Settlement, except by public court filings seeking preliminary and final Court approval of the Settlement; the Parties will use their best efforts to reach agreement on all Court filings. Class Counsel will take all steps necessary to ensure the Class Representatives are aware of the restriction against public comment of the Settlement.

37. Following preliminary approval of the Settlement, the Class Representatives and Class Counsel will not initiate any communications (directly or indirectly) with the media or other third parties regarding the Action, the Agreement, or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. Class Counsel will not include or use any settlement for any marketing or promotional purposes. Notwithstanding the foregoing, the Class Representatives and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court. Class Counsel will take all steps necessary to ensure the Class Representatives are aware of, and will instruct them to adhere to, the restriction against any media comment on

1 the Settlement and its terms.

2 CONSTRUCTION

3 38. The Parties hereto agree that the terms and conditions of this Settlement  
4 Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and  
5 this Settlement Agreement shall not be construed in favor of or against any party by reason of the  
6 extent to which any party or his, her or its counsel participated in the drafting of this Settlement  
7 Agreement.

8 CAPTIONS AND INTERPRETATIONS

9 39. Paragraph titles or captions contained herein are inserted as a matter of  
10 convenience and for reference, and in no way define, limit, extend or describe the scope of this  
11 Settlement Agreement or any provision of it. Each term of this Settlement Agreement is  
12 contractual and not merely a recital.

13 MODIFICATION

14 40. This Settlement Agreement may not be changed, altered or modified, except in  
15 writing and signed by the Parties hereto or their counsel of record and approved by the Court.  
16 This Settlement Agreement may not be discharged except by performance in accordance with its  
17 terms or by a writing signed by the Parties hereto.

18 INTEGRATION CLAUSE

19 41. This Settlement Agreement contains the entire agreement between the Parties  
20 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous  
21 agreements, understandings, representations and statements, whether oral or written and whether  
22 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived  
23 except in writing.

24 BINDING ON ASSIGNS

25 42. This Settlement Agreement shall be binding upon and inure to the benefit of the  
26 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,  
27 administrators, successors and assigns.

1 CLASS MEMBER SIGNATORIES

2 43. It is agreed that because the members of the Class are so numerous, it is impossible  
3 or impractical to have each member of the Class execute this Settlement Agreement. The Class  
4 Notice will advise all Class Members of the binding nature of the release, and the release shall  
5 have the same force and effect as if this Settlement Agreement were executed by each member of  
6 the Class.

7 COUNTERPARTS

8 44. This Settlement Agreement may be executed in counterparts and by facsimile  
9 signatures, and when each party has signed and delivered at least one such counterpart, each  
10 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken  
11 together with other signed counterparts, shall constitute one Settlement Agreement binding upon  
12 and effective as to all Parties.

13 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
14 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and  
15 Defendant as of the date(s) set forth below:

16  
17 **Plaintiffs**

18 Dated: 10/23/2025, 2025

Electronically Signed 2025-10-23 20:23:00 UTC - 216.93.233.177  
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Alexander Sabatoni  
Plaintiff and Class Representative

20  
21 Dated: \_\_\_\_\_, 2025

David Wilber  
Plaintiff and Class Representative

22  
23 **Defendant**

24  
25 Dated: November 7, 2025

Colliers International Real Estate Management  
Services (CA), Inc.

26  
27 By: 

28 Name: Matthew Hawkins  
Title: Secretary

1 CLASS MEMBER SIGNATORIES

2 43. It is agreed that because the members of the Class are so numerous, it is impossible  
3 or impractical to have each member of the Class execute this Settlement Agreement. The Class  
4 Notice will advise all Class Members of the binding nature of the release, and the release shall  
5 have the same force and effect as if this Settlement Agreement were executed by each member of  
6 the Class.

7 COUNTERPARTS

8 44. This Settlement Agreement may be executed in counterparts and by facsimile  
9 signatures, and when each party has signed and delivered at least one such counterpart, each  
10 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken  
11 together with other signed counterparts, shall constitute one Settlement Agreement binding upon  
12 and effective as to all Parties.

13 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
14 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and  
15 Defendant as of the date(s) set forth below:

16  
17 **Plaintiffs**

18 Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Alexander Sabatoni  
Plaintiff and Class Representative

19  
20  
21 Dated: 10/24/2025, 2025

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\_\_\_\_\_  
David Wilber  
Plaintiff and Class Representative

22  
23 **Defendant**

24  
25 Dated: \_\_\_\_\_, 2025

Colliers International Real Estate Management  
Services (CA), Inc.

26  
27 By: \_\_\_\_\_

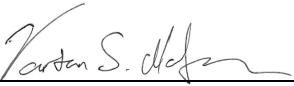
28 Name:

Title:

**Approved as to Form**

Dated: October 23, 2025

**LAWYERS for JUSTICE, P.C.**

By:   
Arby Aiwazian  
Joanna Ghosh  
Vartan Madoyan

*Attorneys for Plaintiffs and the Proposed Class*

Dated: November 14, 2025

**JACKSON LEWIS P.C.**

By:   
Nathan W. Austin  
Janelle J. Sahouria  
Jessica C. Shafer

*Attorneys for Defendant*  
Colliers International Real Estate  
Management Services (CA), Inc.

# **EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Alexander Sabatoni et al. v. Colliers International Real Estate Management Services (CA), Inc.***  
**Superior Court of California for the County of Sacramento, Case No. 34-2021-00305011-CU-OE-GDS**

### **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 Class 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 Class Settlement, object to the Class 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 Plaintiffs Alexander Sabatoni and David Wilber (together, "Plaintiffs") and Defendant Colliers International Real Estate Management Services (CA), Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Alexander Sabatoni et al. v. Colliers International Real Estate Management Services (CA), Inc.*, Sacramento County Superior Court, Case No. 34-2021-00305011-CU-OE-GDS ("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**

**"Aggrieved Employees"** means all current and former hourly-paid, non-exempt employees of Defendant who worked for Defendant in the State of California at any time during the PAGA Period.

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

**"Class Member"** means a member of the Class.

**"Class Period"** means the period from July 27, 2017 through [the date of Preliminary Approval or, if applicable, through the end date specified in Paragraph 15(d) of the Settlement Agreement].

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

**"PAGA Period"** means October 23, 2023 through [the date of Preliminary Approval or, if applicable, through the end date specified in Paragraph 15(d) of the Settlement Agreement].

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

### **II. BACKGROUND OF THE ACTION**

On July 27, 2021, Plaintiff Alexander Sabatoni filed a Class Action Complaint for Damages in the Sacramento County Superior Court, Case No. 34-2021-00305011-CU-OE-GDS.

On October 23, 2024, Plaintiff Alexander Sabatoni 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. On March 3, 2025, Plaintiff David Wilber provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that he contends were violated. These two PAGA Notices are referred to together as the "PAGA Notices".

On January 10, 2025, Plaintiff Alexander Sabatoni filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. (“First Amended Complaint”).

On \_\_\_\_\_, 2025, Plaintiff Alexander Sabatoni filed a Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. (“Operative Complaint”).

Plaintiffs allege 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 engaged in conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action 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 and Release (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Alexander Sabatoni and David Wilber as representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.  
Joanna Ghosh, Esq.  
Vartan Madoyan, Esq.  
**Lawyers for Justice, PC**  
450 North Brand Boulevard, Suite 900  
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 Share, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Share), 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 an Aggrieved Employee, 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 Action has merit or that Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action 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 Settlement Amount is [One Million Twenty-Seven Thousand Seven Hundred and Twenty Dollars and Zero Cents (\$1,027,720.00), subject to increase, as provided in Paragraph 15(d) of the Settlement Agreement] (the “Total Settlement Amount”). The portion of the Total 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 Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in the amount of up to 35% of the Total Settlement Amount (i.e., \$359,702.00 if the Total Settlement Amount remains \$1,027,720.00) and reimbursement of litigation costs and expenses, in the amount of up to Twenty Thousand Dollars (\$20,000.00) (together, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payments of up to Five Thousand Dollars (\$5,000.00) each to Plaintiffs (for a total of

\$10,000.00) for their services in the Action; (3) Settlement Administration Costs estimated not to exceed Ten Thousand Dollars (\$10,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Fifty-Five Dollars and Zero Cents (\$155,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalty Payment”). The PAGA Penalty Payment will be distributed 65% (\$100,750.00) to the LWDA (“LWDA Payment”) and the remaining 35% (i.e., \$54,250.00) will be distributed to Aggrieved Employees.

Class Members are entitled to receive payment for the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee in the State of 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 (“Estimated Workweek Value”) and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive for the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and other non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of payroll taxes due with respect to the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Total Settlement Amount.

Aggrieved Employees are eligible to receive payment for the PAGA Settlement of their *pro rata* share of thirty-five percent (35%) of the PAGA Penalty Payment (“Individual PAGA Payment”), based on the number of weeks each Aggrieved Employee worked for Defendant as an hourly-paid, non-exempt employee in the State of California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the 35% of the PAGA Penalty Payment by the total number of Workweeks of all Aggrieved Employees during the PAGA Period (“PAGA Pay Period Value”) and multiplied each Aggrieved Employee’s individual Workweeks by the PAGA Pay Period Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive for 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). The Settlement Administrator will issue checks to Aggrieved Employees for the full amount of their Individual PAGA Payments without undertaking any withholdings.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator by way of check following the deposit of the Total Settlement Amount by Defendant. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). **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 and/or PAGA Workweeks Based on Defendant’s Records**

According to Defendant’s records:

**From July 27, 2017 through [the date of Preliminary Approval or, if applicable, through the end date specified in Paragraph 15(d) of the Settlement Agreement] (i.e., Class Period), you are credited as having worked [ ] Workweeks.**

**From October 23, 2023 through [the date of Preliminary Approval or, if applicable, through the end date specified in Paragraph 15(d) of the Settlement Agreement] (i.e., PAGA Period), you are credited as having worked [ ] PAGA Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (a) contain the case name and number of the Action; (b) contain your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited for the Class Period and/or PAGA Period and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation supporting the number of Workweeks you contend should be credited for the Class Period and/or PAGA Period; and (e) be submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

**C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment**

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

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

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

**D. Release of Claims**

Upon the Effective Date and full funding of the Total Settlement Amount, and except as to such rights or claims as may be created by this Settlement, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have had.

Upon the Effective Date and full funding of the Total Settlement Amount, and except as to such rights or claims as may be created by this Settlement, Plaintiffs, the State of California with respect to Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims he, she, or they may have had.

“Released Class Claims” means any and all claims asserted in the Operative Complaint or that could have been asserted based on facts alleged in the Operative Complaint, arising during the Class Period, under federal, state, or local law or statute, including but not limited to claims under the California Labor Code (including, *inter alia*, Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802), California Industrial Welfare Commission Wage Orders, regulations, California Business and Professions Code Sections 17200, *et seq.*, and/or any other provisions of law for: failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

“Released PAGA Claims” means any and all claims for civil penalties under California Labor Code § 2698, *et seq.* (“PAGA”), arising out of the facts alleged in the Operative Complaint and/or the PAGA Notices, arising during the PAGA Period, for violations of the California Labor Code (including, but not limited to, Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802) and the California Industrial Welfare Commission Wage Orders for: failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses).

“Released Parties” means Defendant, and its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any other individual or entity that could be liable for any of the Released Class Claims and/or Released PAGA Claims, and Defense Counsel.

**E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in the amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., \$359,702.00 if the Total Settlement Amount remains \$1,027,720.00) and reimbursement of litigation costs and expenses in the amount of up to Twenty Thousand Dollars (\$20,000.00) (together, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class 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. Enhancement Payments to Plaintiffs**

Plaintiffs will seek the amount of Five Thousand Dollars (\$5,000.00) each to Plaintiffs (for a total of \$10,000.00) (“Enhancement Payments”), in recognition of their services in bringing and prosecuting the Action and general release of claims. The Enhancement Payments will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their individual settlement payments (if applicable) that they are entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration, including and not limited to, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth in the Settlement Agreement to process the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

**A. Participate in the Class Settlement**

**If you want to participate in the Class Settlement and receive money from the Class 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 an Aggrieved Employee, 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.

As a Class Member and/or Aggrieved Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your 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: (a) contain the case name and number of the Action, (b) contain your full name, signature, address, telephone number, and the last four digits of your Social Security, (c) clearly state that you do not wish to be included in the Class Settlement, and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked **on or before** **[Response Deadline]** at the following address:

**[Settlement Administrator]**

**[Address]**

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely 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 valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class 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. However, consistent with applicable law, Aggrieved Employees 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, irrespective of whether they submit a Request for Exclusion, and will be bound by any judgment that may be entered by the Court (as it pertains to the PAGA Settlement), if it grants final approval of the Settlement.

**C. Object to the Class Settlement**

You may object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator. You may also appear at the Final Approval Hearing to present your objection at your expense, either in person, telephonically, or through an attorney.

A written Notice of Objection must include: (a) the case name and number of the Action, (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, (d) copies of any papers, briefs, or other documents upon which the objection is based, and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

**V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 22 of the Sacramento County Superior Court, located at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California 95814, 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 Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear through the Department’s Zoom link (<https://saccourt-ca-gov.zoomgov.com/my/sscdept22>) or phone number (Telephone: (833) 568-8864 / ID: 16184738886) if you wish to. Instructions are provided by the Court at: <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>.

**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 and other papers which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for a fee by visiting the civil clerk’s office, located at Gordon D. Schaber Sacramento County Courthouse, located at 720 9th Street, Sacramento, California 95814, during regular business hours, or online by visiting the following website: <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>.

**PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR DEFENDANT’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT]**, OR CONTACT CLASS COUNSEL AT (818) 265-1020.**