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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

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

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

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

1 This matter has come before the Honorable Lauri A. Damrell in Department 22 of the
2 Superior Court of the State of California, for the County of Sacramento, on December 19, 2025, at
3 9:00 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appear as counsel for Plaintiffs Alexander Sabatoni and David Wilber
5 (together, "Plaintiffs"), individually and on behalf of all others similarly situated and aggrieved
6 employees, and Jackson Lewis P.C. appears as counsel for Defendant Colliers International Real
7 Estate Management Services (CA), Inc. ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT 3"** to the Declaration of Vartan Madoyan in Support of Plaintiffs' Motion for
15 Preliminary Approval of Class Action Settlement. This is based on the Court's determination that
16 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

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

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

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

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

23 7. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, and Vartan
24 Madoyan of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiffs Alexander Sabatoni and David Wilber
26 as the Class Representatives.

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

1 10. Within 14 calendar days after entry of this Preliminary Approval Order, Defendant
2 shall provide the Administrator with the following information about each Class Member: full
3 name, last- known mailing address, Social Security number, start and end dates worked for
4 Defendant during the Class Periods, start and end dates worked for Defendant during the PAGA
5 Period, stated and end dates worked for Defendant during the period from July 27, 2017 to April
6 19, 2023, Workweeks during the Class Period, Workweeks during the PAGA Period, and
7 Workweeks during the period July 27, 2017 to April 19, 2023 (“Class List”), in conformity with
8 the Settlement Agreement.

9 11. The Court approves, both as to form and content, the Notice of Class Action
10 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
11 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
12 appears to fully and accurately inform the Class Members of all material elements of the
13 Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
14 Request for Exclusion, of Class Members’ and Aggrieved Employees’ right to dispute the
15 Workweeks and/or the PAGA Workweeks credited to each of them, and of each Settlement Class
16 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
17 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
18 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
19 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
20 persons entitled thereto. The Court further orders the Administrator to mail the Class Notice to all
21 Class Members within 30 calendar days of received the Class List from Defendant, pursuant to the
22 terms set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. For those Class Members
25 who do not wish to participate in the Class Settlement, such Class Members may exclude
26 themselves from the Class Settlement by submitting a timely and valid written Request for
27 Exclusion no later than 60 calendar days from the initial mailing of the Class Notice (“Response
28 Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended

1 by 15 calendar days from the original Response Deadline. Any Class Member who submits a
2 Request for Exclusion from the Class Settlement will not be a Settlement Class Member and will
3 not have any right to object, appeal, or comment on the Class Settlement. Class Members who
4 submit a timely and valid Request for Exclusion by the Response Deadline will not be bound by
5 the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the
6 Final Approval Order and Judgment entered thereon. Aggrieved Employees will be bound by the
7 PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class
8 Settlement.

9 13. A Final Approval Hearing shall be held before this Court on
10 _____ at _____ a.m./p.m. in
11 Department 22 of the Superior Court of California for the County of Sacramento, located at 720
12 9th Street, Sacramento, California 95814, to determine all necessary matters concerning the
13 Settlement, including: whether the proposed settlement of the actions on the terms and conditions
14 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
15 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
16 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
17 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
18 approve the requests for the Attorneys' Fees and Costs, Enhancement Payments, and Settlement
19 Administration Costs.

20 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
21 Attorneys' Fees and Costs, Enhancement Payments, PAGA Penalty Amount, and Settlement
22 Administration Costs, along with the appropriate declarations and supporting evidence, including
23 the Settlement Administrator's declaration, no later than sixteen (16) court days before the Final
24 Approval Hearing.

25 15. Only Class Members who do not request exclusion from the Class Settlement may
26 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator
27 prior to the Response Deadline or by presenting their objection orally at the Final Approval
28 Hearing, regardless of whether they submitted a written Notice of Objection. The Notice of

1 Objection must be signed by the Settlement Class Member and must contain all information
2 required by this Settlement Agreement. A Settlement Class Member who does not object prior to
3 or at the Final Approval Hearing will be deemed to have waived any objections and will be
4 foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or
5 otherwise) to the Settlement.

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

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

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

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____
The Honorable Lauri A. Damrell
Judge of the Superior Court

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 Aiwazian, 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.**