

Aaron A. Bartz (SBN 198722)
aaron@bartzlawgroup.com
Rex J. Phillips (SBN 237747)
rex@bartzlawgroup.com
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760

Walter L. Haines, Esq. (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006

Attorneys for Plaintiff SARAI CORADO and all others similarly situated

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

SARAI CORADO, an individual; on
behalf of herself and all others similarly
situated and the general public,

Plaintiff,

v.

HARKINS ADMINISTRATIVE
SERVICES, INC., a corporation; and
DOES 1 through 100, inclusive,

Defendants.

) **Case No. CVRI2302159**

)
) [Assigned For All Purposes To the Hon. Harold
) W. Hopp, Dept. 1]

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

) Date: December 3, 2024
) Time: 8:30 a.m.
) Dept: 1

1 This matter came on for hearing on December 3, 2024, at 8:30 a.m. in Department 1 of
2 the above-referenced Court, located at 4050 Main Street, Riverside, California 92501, on the
3 Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”). Plaintiff
4 SARAI CORADO (hereinafter “Plaintiff”) appeared through her attorneys of record. Defendant
5 HARKINS ADMINISTRATIVE SERVICES, INC. (hereinafter “Defendant”) appeared through
6 its counsel of record.

7 Having fully reviewed and considered the Motion and moving papers, and having
8 analyzed the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) attached
9 as Exhibit 1 to the Declaration of Aaron A. Bartz filed with the Motion, THE COURT HEREBY
10 MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

11 1. The Court preliminarily approves the proposed Settlement Agreement as being
12 fair, reasonable, and adequate; and finds on a preliminary basis that the Settlement Agreement
13 appears to be within the range of reasonableness of a settlement which the Court could ultimately
14 give final approval.

15 2. The initial capitalized terms in this Order shall have the same meanings as those
16 set forth in the Settlement Agreement.

17 3. The Court finds that the elements of numerosity, commonality, typicality and
18 adequacy have been established to support conditional certification of the Settlement Class for
19 settlement purposes. Solely for the purposes of the proposed Settlement, a Class is provisionally
20 certified pursuant to California Code of Civil Procedure section 382 and defined as follows:

21 All current and former non-exempt employees who worked for
22 Defendant in California as a non-exempt employee at any time during the
23 Class Period.

24 4. Solely for the purposes of the proposed Settlement, the Court preliminarily
25 approves (a) Bartz Law Group, APC and United Employees Law Group, PC as Class Counsel;
26 and (b) Sarai Corado as Class Representative. The Court appoints Phoenix Class Action
27 Administration Solutions (“Phoenix”) as Administrator.
28

1 5. The Court shall hold a final approval hearing (the "Final Approval Hearing") on
2 April 17, 2025, at 8:30 a.m., to review the notice process and objections to the Settlement, if any;
3 and to determine whether the proposed Settlement on the terms and conditions set forth in the
4 Settlement Agreement is fair, reasonable, and adequate, and should be finally approved by the
5 Court; to determine whether the Court should enter the Judgment as provided in the Settlement
6 Agreement; and to determine the amount of attorneys' fees and costs to approve for Class
7 Counsel and the amount of the enhancement award to approve for the Class Representatives.

8 6. The Court approves, as to form and content, the Notice of Class Action and
9 Representative Action Settlement (the "Class Notice"), attached hereto as **Exhibit A**. The Court
10 finds that distribution of the Class Notice substantially in the manner set forth in the Settlement
11 Agreement and Class Notice meets the requirements of California law and due process, is the
12 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
13 all persons entitled thereto.

14 7. The Administrator shall supervise and administer the notice procedure as set forth
15 in the Settlement Agreement as follows:

16 a. After entry of the Preliminary Approval Order, Defendant shall provide
17 the Administrator with the Class Data for purposes of mailing the Class Notice to Class
18 Members. Defendant shall have up to thirty (30) days to provide the Class Data after
19 entry of the Preliminary Approval Order;

20 b. Upon receipt of the Class Data, the Administrator shall perform a search
21 based on the National Change of Address Database maintained by the United States
22 Postal Service to update and correct any known or identifiable address changes. Within
23 fourteen (14) calendar days after receiving the Class Data from Defendant as provided
24 herein, the Settlement Administrator shall mail copies of the Class Notice, Notice of
25 Objection form (Exhibit B), and Request for Exclusion form (Exhibit C) (collectively, the
26 "Notice Packet") to all Class Members via regular First-Class U.S. Mail. The Parties
27
28

1 agree that this procedure for notice provides the best notice practicable to Class Members
2 and fully complies with due process;

3 c. Any Notice Packet returned to the Administrator as non-deliverable on or
4 before the Response Deadline shall be re-mailed to the forwarding address affixed thereto
5 within five (5) business days of receipt of the returned Notice Packet by the
6 Administrator. If no forwarding address is provided, the Administrator shall attempt to
7 determine a correct address by conducting a Class Member Address Search;

8 d. The Administrator shall perform all other obligations required under the
9 Settlement Agreement, including those under section 7.8 of the Settlement Agreement.

10 8. In order for any Settlement Class member to object to this Settlement, or any term
11 of it, the person making the objection may submit the objection to the Administrator by no later
12 than the Response Deadline specified in the Settlement Notice setting forth the grounds for the
13 objection. A Class Member may submit his or her objection on the Notice of Objection form,
14 attached hereto as **Exhibit B**. Any objection shall be sent to the Administrator, not to the Court.
15 A Class Member may also appear personally or through an attorney, at his or her own expense,
16 at the Final Approval Hearing to present his or her objection directly to the Court.

17 9. In order for any Settlement Class member to validly exclude themselves from the
18 Class and this Settlement (i.e., to validly opt out), a written request for exclusion must be
19 submitted to the Administrator postmarked no later than the Response Deadline. A Class
20 Member excluding himself or herself from the Settlement may do so by using the Request for
21 Exclusion form, attached as **Exhibit C** hereto. Any Request for Exclusion shall be submitted to
22 the Settlement Administrator, not to the Court. A Class Member who timely submits a valid
23 Request for Exclusion shall not participate in, or be bound by, the Settlement or the Final
24 Judgment in any respect. Individuals who submit a Request for Exclusion shall not be permitted
25 to file or pursue objections to the Settlement or appear at the Final Approval Hearing to voice
26 any objections to the Settlement. The Administrator shall file a declaration concurrently with the
27
28

1 filing of any motion for final approval, authenticating a copy of every exclusion form received
2 by the Administrator.

3 10. At the Final Approval Hearing, the Court shall finally determine whether the
4 proposed Settlement is fair, reasonable, and adequate; and shall also rule on Class Counsel's
5 application for attorneys' fees, the Class Representatives' Class Representative Service Payment,
6 reimbursement of Class Counsel's costs, and the Administrator expenses for administering the
7 Settlement.

8 11. The Court's preliminary approval of the Settlement is not to be deemed an
9 admission of liability or fault by Defendant, or a finding as to the validity of any claims or
10 defenses asserted in the Action.

11 12. The Court reserves the right to adjourn or continue the date of the Final Approval
12 Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all
13 further applications arising out of or connected with the proposed Settlement. In the event that
14 the Final Approval Hearing is continued, Class Counsel or the Administrator shall give notice of
15 the continuance to any objectors to the Settlement.

16 13. If for any reason the Settlement ultimately does not become final, the Parties will
17 return to their respective positions in this Action as those positions existed immediately before
18 the Parties executed the Settlement, and nothing stated in the Settlement or any other papers filed
19 with this Court in connection with the Settlement will be deemed an admission of any kind by
20 any of the parties or used as evidence against, or over the objections of, any of the parties for any
21 purpose in this Action or in any other action.

22
23 **IT IS SO ORDERED.**

24
25 DATED: _____

26 Hon. Harold W. Hopp
27 Judge of the Superior Court
28

EXHIBIT A

NOTICE OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT

In the Matter of:

Sarai Corado v. Harkins Administrative Services, Inc., Case No. CVRI2302159, Superior Court of California, Riverside County

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

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Harkins Administrative Service's records indicate you may be eligible to take part in the class action and representative action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

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

You may be eligible to receive money from an employee class and representative action lawsuit against Harkins Administrative Services, Inc. ("Defendant") by former employee Sarai Corado ("Plaintiff") (Plaintiff and Defendant are collectively referred to as the "Parties") for alleged wage and hour violations, pending in the Superior Court of California, County of Riverside, Case Number CVRI2302159 (the "Action"). The Parties have reached a settlement of the action, which may affect your legal rights. On [], 2024, the court granted preliminary approval of the settlement and scheduled a hearing on [DATE] at [TIME] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

You have received this Notice of Class Action and Representative Action Settlement (the "Notice") because records indicate that you are a Class Member, as defined below. This Notice is to advise you of how you can participate in the Settlement or how to be excluded from the Settlement.

Below are some important definitions to keep in mind as you are reviewing this Notice:

- **"Class"** means all current and former hourly-paid employees who worked for Defendant in California during the Class Period.
- **"Class Member"** means a member of the Class.
- **"Class Period"** means the period from June 5, 2020 to August 1, 2024.
- **"Participating Class Member"** means a Class Member who does not opt-out of the Class Settlement.
- **"Class Settlement"** means the settlement and resolution of all Released Class Claims (detailed in Section C.9 below).

- **“Aggrieved Employees”** means all current and former hourly-paid employees who worked in California for Defendant during the PAGA Period.
- **“PAGA Period”** means the period from March 23, 2022 through August 1, 2024.
- **“PAGA Settlement”** means the settlement and resolution of all Released PAGA Claims (detailed in Section C.10 below).
- **“PAGA”** means the Private Attorneys General Act of 2004.

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

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

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** as a Class Member during the Class Period and **you worked _____ workweeks** as an Aggrieved Employee during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D of this Notice.

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

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not fire, punish, retaliate, or otherwise discriminate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if you worked as an hourly-paid employee for Defendant in California during the PAGA Period). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement if you are an Aggrieved Employee. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section G of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if applicable) depends on how many workweeks you worked at least one day during the Class Period and how many workweeks you worked at least one day during the PAGA Period, respectively. The number Class Workweeks and number of PAGA Workweeks you worked according to Defendant’s records is stated above in bold in this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section D of this Notice.
--	---

A. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. Plaintiff alleges Defendant violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Bartz Law Group APC and United Employees Law Group PC (“Class Counsel.”) Defendant denies all the allegations in the Action or that it violated any law. Defendant contends that its conduct is and has been lawful at all times and that Plaintiff’s claims have no merit. Considering the risks, uncertainties, inconvenience, and expense associated with the Action, the Parties have concluded that it is in the best interest of the Parties and Class members to settle the action for the terms summarized in this Notice.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual

Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 65 days after the Judgment entered by the Court becomes final but not before May 15, 2025. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to Twenty Thousand Dollars (\$20,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to Ten Thousand Dollars (\$10,000.00) to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. The Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - c. Up to Fifteen Thousand Dollars (\$15,000.00) to the Administrator for services administering the Settlement.
 - d. Up to Thirty Thousand Dollars (\$30,000.00) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$22,500) and 25% in Individual PAGA Payments (\$7,500) to be distributed to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. Defendant's share of the taxes on the Wage Portion will not come out of the Gross Settlement. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and

interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will go to the California State Controller Unclaimed Property Fund pursuant to governing law to be held there for the benefit of Class Members under California's escheatment laws. Therefore, Participating Class Members will be bound by the Settlement even if they do not cash their settlement check by the void date.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[DATE]**, that you wish to opt-out. In order to opt-out of the Settlement, you should complete the Request for Exclusion Form included with this Notice, by setting forth your name, present address, telephone number, and returning the form to the Administrator by the date set forth above. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

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

bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims reasonably related to or arising out of the factual allegations pled in the Operative Complaint in the Action or Plaintiff's PAGA Notices, including all claims have been or could have been pled as wage and hour violations and related penalties and interest under California law, including all claims made and that could have been made in such pleading reasonably related to or arising out of the factual allegations therein during the Class Period (collectively the "Released Class Claims"). The Released Claims include but are not limited to claims for any alleged or actual failures to timely, fully, properly, or completely pay any minimum wages, regular wages, overtime premium wages, meal or rest period premium wages, or other wages owed to the Settlement Class; any and all alleged or actual failures to comply with meal or rest period requirements; any alleged or actual failures to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs; any and all alleged or actual failures to fully or properly reimburse or indemnify for any and all employment-related expenses; any and all alleged or actual failures to pay all wages, or compensation owed to a fired, quitting, or otherwise departing employee; any and all alleged or actual unfair business practices; any and all alleged or actual failures to pay employees in compliance with Labor Code section 204; any and all alleged or actual violations of Labor Code section 245 *et seq.*; and any and all alleged or actual failures to pay any interest or penalties owed as a result of any and all of the foregoing. The Plaintiff and Settlement Class Members will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief.

"Released Parties" means Defendant and its directors, officers, employees, and agents.

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

The State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the claims for civil penalties, interest, attorneys' fees, litigation costs, and other available relief for violations of PAGA that were alleged or asserted in the Operative Complaint and/or the PAGA Notices, or could have reasonably been

alleged or asserted based on, reasonably related to, or arising out of the facts alleged in the Operative Complaint and/or the PAGA Notices, during the PAGA Period. This release shall be binding on all Aggrieved Employees regardless of whether they submit a valid Request for Exclusion.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Class Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500 by the total number of PAGA Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Workweeks worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Workweeks you worked during the PAGA Period, as recorded in Defendant's records, are stated above in this Notice. You have until **[DATE]** to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section I** of this Notice has the Administrator's contact information.

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

E. HOW WILL I GET PAID?

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

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

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

Submit the Request for Exclusion Form included herein with your name, present address, and telephone number. Be sure to personally sign the Request for Exclusion Form. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing using the attached Objection Form. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____, at _____. Objections must be postmarked no later than _____ [45 days after mailing]. You still may appear at the Final Approval Hearing and raise an objection to the settlement even if you did not submit written objections within this 45-day deadline.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on DATE at TIME in Department 1 of the Riverside Superior Court, located at 4050 Main Street, Riverside, California 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

I. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the settlement, you may review the detailed Class Action And Paga Settlement Agreement ("Settlement Agreement"), which is attached as Exhibit 1 to the Declaration of Aaron Bartz in support of the Plaintiff's Motion for Preliminary Approval filed on _____, and is on file with the clerk of the Riverside Superior Court, 4050 Main Street, Riverside, California 92501, and may also be reviewed online at <https://www.riverside.courts.ca.gov/>.

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

Class Counsel:

Aaron A. Bartz, Esq.

BARTZ LAW GROUP, APC

5151 California Ave., Suite 100

Irvine, California 92617

Telephone: (949) 504-4413

Walter Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047

Settlement Administrator:

Name of Company

Email Address:

Mailing Address:

Telephone:

Fax Number:

J. SHOULD I GET MY OWN LAWYER?

The Court has decided that the attorneys for Plaintiff and the Class are qualified to represent the Class. Other than the attorneys' fees and costs outlined above, which will be paid out of the Gross Settlement, you will not be charged for their services.

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

K. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

L. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B

NOTICE OF OBJECTION FORM

In the Matter of

**Sarai Corado v. Harkins Administrative Services, Inc., Case No. CVRI2302159, Superior Court
of California, Riverside County**

Fill out this Notice of Objection Form *only if you wish to object to the Settlement. If you have no objection to the Settlement, you do not have to do anything to receive Settlement benefits. Please note, you cannot submit this Notice of Objection Form if you have or plan to submit a Request for Exclusion.* Objecting to the Settlement is simply telling the Court that you do not like something about the Settlement. You can object only if you wish to stay in the Class. Excluding yourself is telling the court that you do not want to be a part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

If you wish to object to the Settlement, fill out this Notice of Objection Form in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline], or by returning it to the Settlement Administrator by fax or email no later than [Response Deadline]. Class Members who wish to object to the Settlement may also appear at the Final Approval hearing to have their objection heard by the Court. Please attach copies of any papers, briefs, or other documents upon which your objection is based.

Sarai Corado v. Harkins Administrative Services, Inc.
[Settlement Administrator Name]
[Settlement Administrator Address & Contact Info]

Please print legibly

Name (print): _____

Last Four Digits of Social Security# and/or Full Employee ID#: _____

Mailing Address:

City: _____ State: _____ Zip code: _____ Telephone#: _____

The Reasons for your Objection:

Date: _____

Signature: _____

EXHIBIT C

EXCLUSION FORM

**In the Matter of
Sarai Corado v. Harkins Administrative Services, Inc., Case No. CVRI2302159, Superior Court
of California, Riverside County**

**This is NOT a Claim Form. It EXCLUDES you from this Class Action Settlement.
DO NOT use this Form if you wish to participate in this Class Action Settlement.
If you exclude yourself, you will not receive a payment from the Class Action Settlement.**

Name of Class Member:

Address:

Telephone Number: _____

Last Four Digits of Social Security Number: _____

It is my decision not to participate in the class action settlement in *Sarai Corado v. Harkins Administrative Services, Inc.* I understand that by opting-out of this class action settlement, I will not be eligible to receive any Individual Class Payment from the class action settlement. However, I will still receive an Individual PAGA Payment, if applicable, regardless of whether I exclude myself from the class action.

I confirm that I am and/or was employed as an hourly employee of Harkins Administrative Services, Inc. within the State of California from June 5, 2020 to August 1, 2024. I confirm that I received and reviewed the Notice of Class and PAGA Settlement in this action. I have decided to be excluded and not participate in the proposed settlement.

Date Signed

Signature of Class Member

This form must be postmarked to the Settlement Administrator, [] at the below address NO LATER THAN [Response Deadline], at the address below, or else you will lose your right to opt out.

Sarai Corado v. Harkins Administrative Services
[SETTLEMENT ADMINISTRATOR NAME]
[ADDRESS]