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individually and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

TEDDY LAWRENCE DREHER, on
behalf of himself and all others similarly
situated, and the general public,

Plaintiffs,

v.

CENTER FOR EMPLOYMENT
OPPORTUNITIES, INC., a New York
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No. 23CV007758

Assigned for All Purposes To:
Honorable Lauri Damrell
Dept. 22

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

Date: July 17, 2026
Time: 9:00 a.m.
Dept.: 22

Action filed: September 1, 2023
FAC filed: July 9, 2024
Trial: None Set

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28 **ORDER**

1 Plaintiffs Teddy Lawrence Dreher, Cutrenia M. Saxon, Curtisha Holden, and Luke Perry
2 (collectively, “Plaintiffs”), on behalf of themselves and other similarly situated employees of
3 Defendant Center for Employment Opportunities, Inc. (“Defendant”) (collectively, “the
4 Parties”), filed an unopposed Motion for Preliminary Approval of the Parties’ Class Action and
5 PAGA Settlement Agreement and Class Notice (“Settlement Agreement”). The Motion was set
6 for hearing on July 17, 2026, at 9:00 a.m. in Department 22 of the Sacramento Superior Court
7 located at 720 Ninth Street, Sacramento, CA 95814. The Court, having considered the Settlement
8 Agreement and the proposed Notice of Class Action and PAGA Settlement (“Class Notice”)
9 which is attached as Exhibit A to the Settlement Agreement and as Exhibit 1 to this Order, the
10 submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

11 1. Plaintiffs’ Motion for Preliminary Approval of the Parties’ Settlement Agreement,
12 which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, is GRANTED;

13 2. This Order incorporates by reference the definitions in the Settlement
14 Agreement, and all terms defined therein will have the same meaning as in this Order;

15 3. The Court conditionally certifies a Class consisting of all persons employed by
16 Defendant in hourly, non-exempt positions in California during the Class Period (i.e.,
17 September 16, 2021, through March 7, 2025.) (Kim Decl., Exhibit 1, Settlement Agreement ¶¶
18 1.5, 1.12).

19 4. The class action settlement contemplated by the Settlement Agreement is
20 preliminarily approved based upon the terms set forth in the Settlement Agreement. The
21 Settlement appears to be fair, adequate, and reasonable for the Class and in the best interests of
22 the absent class members and falls within the range of reasonableness that could ultimately be
23 granted final approval by the Court.

24 5. The Court preliminarily finds, for settlement purposes only, that the Class meets
25 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because,
26 in the absence of class certification and settlement, each individual Class Member would have to
27 litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour
28 violations asserted in the action; (iii) the typicality requirement because Plaintiffs and Class

Members' claims all arise from the same alleged events and course of conduct, and are based on the same legal theories; and (iv) the adequacy of representation requirement because Plaintiffs have the same interests as all members of the Class, and they are represented by experienced and competent counsel. The Court further finds, preliminarily and for settlement purposes only, that common issues predominate over individual issues in this litigation and that class treatment is superior to the other means of resolving this dispute.

6. The preliminary approval of the class action settlement includes the approval for purposes of the Settlement of Emil Davtyan, David Yeremian, David Keledjian, David Arakelyan, Enoch J. Kim, and Antonia McKee of D.Law, Inc.; Matthew J. Matern and Deanna S. Leifer of Matern Law Group, P.C.; and Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC as Class Counsel, Plaintiffs Teddy Lawrence Dreher, Cutrenia M. Saxon, Curtisha Holden, and Luke Perry as Class Representatives, and Apex Class Action LLC ("Apex") as the Settlement Administrator. Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by or which may be given pursuant to the Settlement Agreement and such other acts reasonably necessary to consummate the Settlement. The Settlement Administrator is authorized to perform such acts as set forth in this Order and the Settlement Agreement.

7. The Court grants approval of the PAGA settlement pursuant to the terms and conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code § 2699(1)(2).

8. The Class Notice advises the Class of the material terms and provisions of the Settlement, the procedure for approval thereof, and their rights with respect thereto, and is approved as to form and content. The Court approves the procedures set forth in the Settlement Agreement for Class Members to participate in, opt out of, and object to the Settlement as set forth in the Class Notice.

9. The Class Notice will be sent in a notice packet by first-class mail to the Class Members in accordance with the schedule set forth in the Settlement Agreement. The dates

1 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in
2 the Settlement Agreement, meet the requirements of due process and provide the best notice
3 practicable under the circumstances, and will constitute due and sufficient notice to all persons
4 entitled thereto.

5 10. Each Class Member who wishes to be excluded from the Class portion of the
6 Settlement must submit a written request to be excluded from the Class portion of the
7 Settlement by the deadline set forth in the Class Notice. Any Class Member who does not
8 submit a timely request to be excluded from the Class portion of the Settlement consistent with
9 the terms of the Settlement Agreement (“Participating Class Member”) shall be bound by the
10 terms of the Settlement Agreement.

11 11. Only Participating Class Members may object to the Class portion of the
12 Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the
13 Class Counsel Award, Settlement Administration Costs, and/or Class Representative Service
14 Payment. Participating Class Members may send written objections to the Settlement
15 Administrator, by mail, email, or fax, by the deadline set forth in the Class Notice. Participating
16 Class Members may also appear in Court (or hire an attorney to appear in Court at their own
17 expense) to present verbal objections at the Final Approval Hearing.

18 12. A Final Approval Hearing on the question of whether the proposed Settlement,
19 Class Counsel Award to Class Counsel for attorneys’ fees and reasonable expenses incurred in
20 connection with this Action, Class Representative Service Payments to Plaintiffs for their
21 service in this Action, and Settlement Administration Costs should be approved as fair,
22 reasonable, and adequate as to the Class and whether the Settlement should be given final
23 approval is scheduled on: _____, 2026 at 9:00 a.m. Plaintiffs shall file a motion
24 for final approval of the Settlement no later than 16 court days prior to the Final Approval
25 Hearing.

26 13. The Settlement Agreement will not be construed as an admission or evidence of
27 either liability or the appropriateness of class certification in the non-settlement context, as more
28 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the

1 rights of Defendant to oppose certification of a class in this action should the proposed
2 Settlement not be granted final approval. If, for any reason, the Court does not grant final
3 approval of the Settlement, all evidence and proceedings held in connection therewith shall be
4 without prejudice to the status quo ante rights of the parties to the litigation as more specifically
5 set forth in the Settlement Agreement.

6 14. All further proceedings in this action are stayed except such proceedings
7 necessary to review, approve, and implement this Settlement.

8 15. The Court finds that all required notifications and submissions to the California
9 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
10 Motion have been made by Plaintiffs in the time and manner specified under PAGA.

11 **IT IS SO ORDERED.**

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13 Dated: _____

14 Hon. Laurie A. Damrell

15 Judge of the Superior Court
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EXHIBIT 1

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

Dreher, et al. v. Center for Employment Opportunities, Inc.
Case No. 23CV007758, Sacramento County Superior Court

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

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Center for Employment Opportunities, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by former employees, Teddy Lawrence Dreher, Cutrenia M. Saxon, Curtisha Holden, and Luke Perry ("Plaintiffs") and seeks payment of (1) wages and other relief for a class of hourly, non-exempt employees who worked for Defendant during the Class Period (September 16, 2021 to March 7, 2025) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for Defendant during the PAGA Period (September 1, 2022 to March 7, 2025) ("Aggrieved Employees").

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 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** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and require 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 or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage 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 _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. 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	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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members.

Written Objections Must be Submitted by	You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, and wages due upon termination, failing to pay reimbursable expenses, failing to provide meal periods and rest breaks, failing to pay proper reporting time, failing to pay proper sick pay, and failing to issue accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA. Plaintiffs are represented in the Action by the attorneys of D.Law, Inc, Matern Law Group, PC, and Haines Law Group, APC ("Class Counsel").

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and those released as part of the settlement of the Action. Defendant further denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Defendant denies all wrongdoing and maintains, among other things, it has complied with federal and California law, including wage-and-hour laws, in all respects and that the members of the Class have been paid all monies that were due to them.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits.

However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs 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, Plaintiffs 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. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$2,299,500.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$766,500.00 (one-third of the Gross Settlement to Class Counsel for attorneys’ fees) and up to \$40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000.00 for each Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$40,000.00 to the Administrator for services administering the Settlement.
 - d. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA 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 Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages (“Wage Portion”) and 85% 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. 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 Plaintiffs 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 be transmitted to Legal Aid of Northern California and Legal Aid of Southern California, non-profit organizations providing legal services to the indigent.
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 _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his/her representative setting forth a Class Member’s name, last four digits of the Class Member’s Social Security Number, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue the Released Class 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. Plaintiffs 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, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also preside over Class Member Challenges over Workweeks and PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you and the other 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 all claims that were alleged, or reasonably could have been alleged, based on the allegations and causes of action stated in the Operative Complaint, including claims for Failure to Provide Meal Periods, (2) Failure to Provide Rest Periods, (3) Failure to Pay Hourly Wages and Overtime, (4) Failure to Pay Proper Reporting Time Wages, (5) Failure to Pay Proper Sick Pay, (6) Failure to Provide Accurate Written Wage Statements, (7) Failure to Timely Pay All Final Wages, (8) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand, (9) Failure to Indemnify for Reasonable Business Expenses, and (10) Unfair Competition under California Business and Professions Code section 17200, *et seq.* (“Released Class Claims”).

“Released Parties” means Defendant and each of its former and present directors, officers, employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, will be barred from asserting the Released PAGA Claims (as defined below) and will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,

administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint and the PAGA Notice, including claims for (1) Failure to Provide Meal Periods, (2) Failure to Provide Rest Periods, (3) Failure to Pay Hourly Wages and Overtime, (4) Failure to Pay Proper Reporting Time Wages, (5) Failure to Pay Proper Sick Pay, (6) Failure to Provide Accurate Written Wage Statements, (7) Failure to Timely Pay All Final Wages, (8) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand, (9) Failure to Indemnify for Reasonable Business Expenses, and (10) violation of Labor Code section 2698, *et. seq.* (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept 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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. 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 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, last four digits of your Social Security Number, present address, telephone number, email address and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Dreher, et al. v. Center for Employment Opportunities, Inc.*, and include your identifying information (full name, last four digits of your Social Security Number, address, telephone number, and email address). 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 _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representatives Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Dreher, et al. v. Center for Employment Opportunities, Inc.* and include your name, last four digits of your Social Security Number, current address, telephone number, and email

address and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object by attending the Final Approval Hearing. You should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 22 of the Sacramento Superior Court, located at 720 Ninth Street, Sacramento, CA 95814. 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, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom (<https://saccourt-ca-gov.zoomgov.com/my/sscdept22>). You can log in by calling the Court as follows:

Phone Number: 833-568-8864
ID: 16184738886

Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand, the Court's website (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>), or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>) and entering the Case Number for the Action, Case No. 23CV007758. You can also make an appointment to personally review court documents in the Clerk's Office at the Godron D. Schaber Courthouse by calling (916) 874-5522.

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

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Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. 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.

11. 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.