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individually, and on behalf of others similarly
situated

[Additional counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GERI GATES, individually, and on behalf
of others similarly situated,

Plaintiff,

vs.

SD & A TELESERVICES, INC., a
Georgia Corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 23STCV29390
(Consolidated with Case Nos. 24STCV02771 and
23STCV224461)

Honorable Laura A. Seigle
Department 17

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

Date: December 17, 2025
Time: 9:00 a.m.
Dept.: 17

Complaint Filed: November 30, 2023
Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles
12/17/2025

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lindsey Deputy

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5 Attorneys for Plaintiff TINA PICHON
6 individually, and on behalf of others similarly
situated

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11 Attorneys for Plaintiff TINA PICHON
12 individually, and on behalf of others similarly
13 situated
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1 **~~[PROPOSED]~~ ORDER**

2 On December 17, 2025 at 9:00 a.m. in Department 17 of the above-captioned Court located at
3 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Geri
4 Gates and Tina Pichon's (together, "Plaintiffs") Motion for Preliminary Approval of Class Action and
5 PAGA Settlement, came on for hearing before the Honorable Laura A. Seigle. Blackstone Law, APC,
6 Law Office of Carly Nese, and Benowitz Law Corporation appeared on behalf of Plaintiffs and
7 Gordon Rees Scully Mansukhani, LLP appeared on behalf of Defendant SD&A Teleservices, Inc.
8 ("Defendant").

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

12 **IT IS HEREBY ORDERED THAT:**

13 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
14 Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 4 to the Declaration of
15 Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA
16 Settlement. This is based on the Court's determination that the Settlement falls within the range of
17 possible approval as fair, adequate, and reasonable.

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

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
22 reasonable. It appears to the Court that extensive investigation and research have been conducted such
23 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
24 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
25 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
26 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive, arms-length negotiations, and was 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, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members and Aggrieved Employees provided for in the
4 Settlement Agreement, 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 recovery
6 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
7 awards made available to the Class Members and Aggrieved Employees are fair, adequate, and
8 reasonable when balanced against the probable outcome of further litigation relating to certification,
9 liability, and damages issues and are consistent with the requirements of California Labor Code §
10 2699(e)(1).

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

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

22 All non-exempt employees who worked for Defendant in California at any time
23 during the Class Period, excluding individuals who worked solely under the dba
24 Full Deck.

25 7. The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Marissa A.
26 Mayhood, Noam Y. Reiffman, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC,
27 Carly Nese of the Law Office of Carly Nese, and Louis Benowitz of Benowitz Law Corporation as
28 counsel for the Class ("Class Counsel").

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1 8. The Court provisionally appoints Plaintiffs Geri Gates and Tina Pichon as the
2 representatives of the Class (“Class Representatives”).

3 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
4 Settlement (“Settlement Administrator”).

5 10. Within twenty-one (21) calendar days after entry of this Order, Defendant will provide
6 the Settlement Administrator with the following information about each Class Member: full name, last
7 known mailing address, Social Security number, dates worked for Defendant during the Class Period,
8 and such other information as is necessary for the Settlement Administrator to calculate Workweeks
9 and Pay Periods (collectively referred to as the “Class List”) in conformity with the Settlement
10 Agreement.

11 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
12 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
13 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
14 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
15 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
16 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by
17 submitting a Dispute, and of each Settlement Class Member’s right and opportunity to object to the
18 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
19 further finds that distribution of the Class Notice substantially in the manner and form set forth in the
20 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
21 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to
22 all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
23 Notice in English by First-Class U.S. Mail to all Class Members within seven (7) calendar days of
24 receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
27 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
28 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or

1 before the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
2 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
3 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
4 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
5 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
6 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
7 Nevertheless, all Aggrieved employees will be bound by the PAGA Settlement and issued their
8 Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class
9 Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members)
10 shall be bound by the Settlement Agreement and any final judgment based thereon.

11 13. A Final Approval Hearing shall be held before this Court on
12 April 17, 2026 at 9 a.m. at _____ a.m./p.m. in Department 17 of the Los Angeles
13 County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
14 California 90012, to determine all necessary matters concerning the Settlement, including: whether
15 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,
16 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
17 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
18 Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved
19 employees; and determine whether to approve the requests for the Attorneys’ Fees and Costs,
20 Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA Amount.

21 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’
22 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the
23 appropriate declarations and supporting evidence, including the Settlement Administrator’s
24 declaration, by 16 court days before the hearing on the motion for final approval.
~~to be heard at the Final Approval Hearing.~~

25 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
26 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
27 Objection must be signed and must contain the information that is required, as set forth in the Class
28 Notice, including and not limited to the grounds for the objection. Settlement Class Members,

1 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
2 regardless of whether they have submitted a Notice of Objection.

3 16. In the event the Settlement does not become effective in accordance with the terms of
4 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
5 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
6 the parties shall revert back to their respective positions as of before entering into the Settlement
7 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
8 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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

13 **IT IS SO ORDERED.**

14 Dated: 12/17/2025



Laura Seigle
Honorable Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Geri Gates v. SD & A Teleservices, Inc. (“Gates Class Action”)
Superior Court of California for the County of Los Angeles, Case No. 23STCV29390
Geri Gates v. SD & A Teleservices, Inc. (“Gates PAGA Action”)
Superior Court of California for the County of Los Angeles, Case No. 24STCV02771
Tina Pichon v. SD & A Teleservices, Inc. (“Pichon Action”)
Superior Court of California for the County of Los Angeles, Case No. 23STCV22461

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 cases.

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

This Class 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 Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Tina Pichon (“Plaintiff Pichon”) and Geri Gates (“Plaintiff Gates”) (together, “Plaintiffs”) and Defendant SD&A Teleservices, Inc. (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the above listed cases (collectively, “Actions”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” or “**Class Member(s)**” means all non-exempt employees who worked for Defendant in California at any time during the Class Period, excluding individuals who worked solely under the dba Full Deck.

“**Class Period**” means the period from November 30, 2019 through July 1, 2025.

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

“**Aggrieved Employee(s)**” means all non-exempt employees who worked for Defendant in California at any time during the PAGA Period, excluding individuals who worked solely under the dba Full Deck.

“**PAGA Period**” means the period from July 13, 2022 through July 1, 2025.

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTIONS

On July 13, 2023, Plaintiff Pichon provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code alleged to be violated (“Pichon PAGA Letter”). On September 18, 2023, Plaintiff Pichon filed Complaint for Civil Penalties Under the Labor Code Private Attorneys General Act of 2004 (Lab. Code § 2698 *Et Seq.*) (“Pichon Operative Complaint”) in the Pichon Action, which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 et seq. (“PAGA”) against Defendant.

On November 28, 2023, Plaintiff Gates provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code alleged to be violated (“Gates PAGA Letter”). On November 30, 2023, Plaintiff Gates filed a Class Action Complaint for Damages (“Gates Class Operative Complaint”) in the Gates Class Action, thereby commencing a putative class action against Defendant. On February 1, 2024, Plaintiff Gates filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Gates PAGA Operative Complaint”) in the

Gates PAGA Action, which alleged one cause of action under PAGA against Defendant.

On August 29, 2025, the Actions were consolidated. The Gates Class Action was deemed the lead case.

Plaintiffs contend 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 accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. 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 Actions or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

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

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
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Tel: (818) 839-9610

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods 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; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

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 Actions have merit or that Defendant has any liability

to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs for their services in the Actions; (3) the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$18,750.00) (“LWDA Payment”) and the remaining 25% (\$6,250.00) will be distributed to Aggrieved Employees (“Aggrieved Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under 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 a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each Aggrieved Employee worked for Defendant as a non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the Aggrieved Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all Aggrieved Employees to yield the “PAGA Pay Period Value,” and multiplied each Aggrieved Employee’s individual Pay Periods by the Pay Period Value to yield each Aggrieved Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

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. **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 you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- From November 30, 2019 through July 1, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.
- From July 13, 2022 through July 1, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Gates Class Action (*Geri Gates v. SD & A Teleservices, Inc.*, Case No. 23STCV29390); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

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 Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all 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.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all 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.

"Released Class Claims" means any and all claims pled, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been reasonably alleged based on the factual allegations in the Actions or the Gates Class Operative Complaint, arising during the Class Period, under any federal, state, or local law which includes, but is not limited to, claims for failure to pay all minimum wages and overtime wages due, failure to provide proper meal periods and provide premium pay in lieu thereof, failure to permit rest periods and provide premium pay in lieu thereof, failure to timely pay wages during employment, failure to provide accurate itemized wage statements, waiting time penalties, failure to reimburse necessary business-related costs, in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, California Business and Professions Code sections 17200, *et seq.*, and all claims for attorneys' fees and costs and statutory interest in connection therewith..

"Released PAGA Claims" means any and all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq* that were pled in the Pichon Action and Gates PAGA Action or which could

have reasonably been alleged based on the factual allegations in the Pinchon Operative Complaint and Gates PAGA Operative Complaint and the Pichon PAGA Letter and Gates PAGA Letter, arising during the PAGA Period, which includes, but is not limited to, claims for failure to pay all minimum wages and overtime wages due, failure to provide proper meal periods and provide premium pay in lieu thereof, failure to permit rest periods and provide premium pay in lieu thereof, failure to timely pay wages during employment, failure to provide accurate itemized wage statements, waiting time penalties, failure to reimburse necessary business-related costs, in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and all claims for attorneys' fees and costs in connection therewith.

"Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, attorneys, representatives, and agents during the Class Period and their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and Aggrieved Employees 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 amounts of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00) ("Enhancement Payments"), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, they will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments 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 Seven Thousand Dollars and Zero Cents (\$7,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the 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 and if the Court grants final approval of the 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 release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are an Aggrieved Employee and the Court grants final approval of the Settlement, 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 against the Released Parties as described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), 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

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Gates Class Action (*Geri Gates v. SD & A Teleservices, Inc.*, Case No. 23STCV29390); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (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 above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued 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 timely and valid 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. 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.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Gates Class Action (*Geri Gates v. SD & A Teleservices, Inc.*, Case No. 23STCV29390); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain 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].

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 17 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, 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 grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval 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 if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

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 Actions by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>

You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Actions.

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

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

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On December 19, 2025, I served a copy of the following document(s):

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

LAW OFFICE OF CARLY NESE

Carly Nese

cnese@neselaw.com

100 Wilshire Boulevard, Suite 700

Santa Monica, California 90401

Tel: (310) 496-5827

BENOWITZ LAW CORPORATION

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Attorneys for Plaintiff TINA PICHON

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

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Attorneys for Defendant, SD & A Teleservices, Inc.

☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 19, 2025 at Beverly Hills, California.

/s/ Lorena Bautista

Lorena Bautista