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on behalf of herself and others similarly situated

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

AMANDA TALBOT, an individual, on
behalf of herself and others similarly
situated,

Plaintiffs,

v.

SKYSLOPE, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV004674

CLASS ACTION

Assigned for All Purposes To:
Hon. Lauri A. Damrell
Dept.: 22

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

Date: October 24, 2025
Time: 1:30 P.M.
Dept.: 22

Original Complaint Filed: March 11, 2024
First Amended Complaint Filed: May 15, 2024
Trial Date: None Set

1 **RECITALS**

2 Plaintiff Amanda Talbot (“Plaintiff”), on behalf of herself and the Putative Class, and
3 Defendant Skyslope, Inc. (“Defendant”) (Plaintiff and Defendant together referred to as the
4 “Parties”) entered into a class action and PAGA settlement, the terms and conditions of which are
5 set forth in the parties’ Class Action and PAGA Settlement Agreement, which is attached as Exhibit
6 1 to the Declaration of Enoch J. Kim, filed concurrently with the Motion for Preliminary Approval
7 (hereafter collectively, the “Settlement” or “Settlement Agreement”). Unless otherwise provided in
8 this Order, all capitalized terms shall have the same meaning as set forth in the Settlement
9 Agreement.

10 Plaintiff’s motion for an order preliminarily approving the settlement of this action,
11 approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on
12 for hearing in Department 22 of this Court on October 24, 2025.

13 This Court, having fully considered Plaintiff’s Motion, the Memorandum in support, the
14 Declarations in support, the Settlement Agreement, and the proposed form of Class Notice, finds
15 that: (1) the proposed settlement appears fair, adequate, and reasonable, and in the best interests of
16 the absent class members, and that a final hearing should be held after notice to the Class (defined
17 below) of the proposed settlement to determine if the Settlement Agreement and settlement are fair,
18 reasonable, and adequate, such that a Final Order and Judgment should be entered in this action
19 based upon the Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should
20 be approved.

21 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

22 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
23 **APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

24 1. The Court finds that certification of the following class, for settlement purposes only,
25 is appropriate:

26 “all persons employed by Defendant in California and classified as non-exempt hourly
27 employee who worked for Defendant during the Class Period,” which is the period
28 from March 12, 2020 to March 10, 2025.

1 2. The Court grants preliminary approval of the terms and conditions contained in the
2 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
3 range of possible approval at the final approval hearing.

4 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
5 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
6 the absence of class certification and settlement, each individual Class Member would have to
7 litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour
8 violations asserted in the action; (iii) the typicality requirement because Plaintiff and the Class
9 Members' claims all arise from the same alleged events and course of conduct, and are based on the
10 same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has the
11 same interests as all members of the Class, and they are represented by experienced and competent
12 counsel.

13 4. The Court further finds, preliminarily and for settlement purposes only, that common
14 issues predominate over individual issues in this litigation and that class treatment is superior to the
15 other means of resolving this dispute. Employing the class device here will not only achieve
16 economies of scale for Class Members with individual claims, but also conserve the resources of
17 the judicial system and preserve public confidence in the integrity of the system by avoiding the
18 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
19 adjudications of similar issues and claims.

20 5. For settlement purposes only, the Court finds that Plaintiff is an adequate class
21 representative and appoints him as such. The Court further finds that Emil Davtyan, David
22 Yeremian, Roman Shkodnik, Enoch J. Kim, Emma Geesaman, and Norayr Zakaryan of D.Law,
23 Inc., have adequately represented Plaintiff and the Class in this litigation, and the Court appoints
24 them as Class Counsel.

25 6. The Court approves and appoints Apex Class Action ("Apex") to perform the duties
26 of a Settlement Administrator for the purpose of issuing the Class Notice and administering the
27 Settlement.

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1 7. The Court recognizes that certification under this Order is for *settlement purposes*
2 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
3 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
4 Order is without prejudice to the rights of Defendant to oppose class certification in the actions,
5 should the proposed Settlement Agreement not be granted final approval.

6 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

7 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
8 the Settlement Agreement. The Class Notice is attached hereto as **Exhibit 1**. The Court finds, on a
9 preliminary basis, that the settlement amount, as described in the Settlement Agreement appears to
10 be within the range of reasonableness of a settlement that could ultimately be given final approval
11 by this Court. It appears to the Court on a preliminary basis that:

12 a. The settlement amount is fair and reasonable to all Class Members when
13 balanced against the probable outcome of further litigation relating to liability and damages issues;

14 b. Extensive and costly investigation and research have been conducted such
15 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

16 c. Settlement at this time will avoid additional substantial costs, such as those
17 that have already been incurred by both parties, as well as avoid the delay and risks that would be
18 presented by the further prosecution of this litigation; and

19 d. The proposed settlement has been reached as the result of intensive, serious,
20 and non-collusive arm's-length negotiations.

21 9. The Court further approves the following representative group of employees as
22 governed by the Settlement Agreement with respect to the PAGA claim:

23 “a person employed by Defendant in California and classified as a non-exempt hourly
24 employee who worked for Defendant during the PAGA Period,” which is the period
25 from March 12, 2023 to April 9, 2025.

26 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
27 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
28 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code

1 § 2699(1)(2).

2 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
3 object to, the PAGA Settlement.

4 12. If the Court does not grant final approval of the Settlement Agreement, approval of
5 the PAGA Settlement will be vacated.

6 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

7 **AND TIMELINE FOR SENDING CLASS NOTICE**

8 13. This Court finds that the Class Notice fairly and adequately advises the potential
9 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
10 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
11 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
12 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
13 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
14 Class Member at their last known address comports with all constitutional requirements, including
15 those of due process under the United States and California constitutions, and meets the
16 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
17 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

18 14. The Settlement Administrator shall, as soon as practicable, but no later than
19 November 24, 2025, cause the Class Notice to be mailed by first class mail to all known members
20 of the Class certified by this Court in this action to the most recent address in Defendant's business
21 records for each known member of the Class. The mailing of the Class Notices directed in this Order
22 constitutes the best notice practicable under the circumstances and sufficient notice to all members
23 of the Class.

24 15. The costs of settlement administration, including the cost of printing and mailing the
25 Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from
26 the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the
27 Settlement Agreement.

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1 16. Each member of the Class who wishes to be excluded from the Class must submit a
2 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
3 Member who does not submit a timely request to be excluded from the Settlement consistent with
4 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement.

5 **OBJECTIONS TO SETTLEMENT**

6 17. Any member of the Class who has not timely elected to be excluded from the Class,
7 and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement
8 or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the
9 Settlement Administrator a written statement of the objection, as well as the specific reasons, if any,
10 for each objection. The Settlement Administrator will promptly transmit any objections it receives
11 to Class Counsel and Defendant's counsel.

12 18. All written objections must be signed by the Class Member and include the
13 information specified in the Class Notice.

14 19. A Class Member may appear either in person or through personal counsel at the Final
15 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at
16 the Class Member's expense.

17 20. Class Counsel and Defendant's counsel shall promptly furnish each other with copies
18 of any and all objections or written requests for exclusion that come into their possession.

19 **FINAL APPROVAL FAIRNESS HEARING**

20 21. The Court grants Plaintiff's motion to set a settlement hearing for final approval of
21 the Settlement Agreement on March 27, 2026, at 9:00 a.m. in Department 22 of this Court ("Final
22 Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of this
23 action is fair, reasonable and adequate and should be finally approved. The Court will also consider
24 at the Final Hearing whether applications for Plaintiff's attorneys' fees and costs and class
25 representative service payments to Plaintiffs should be granted and, if so, in what amounts.

26 22. Class Counsel shall file Plaintiff's memorandum in support of the final approval of
27 the Settlement Agreement and their request for approval of the attorneys' fees, litigation costs, and
28 service payments no later than 16 court days prior to the Final Hearing. After the Final Hearing, the

1 Court may enter a Final Order and Final Judgment in accordance with the Settlement Agreement
2 that will adjudicate the rights of all Class Members.

3 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
4 necessary to fully pay Defendant's share of payroll taxes.

5 24. All discovery and other pretrial proceedings in this action are stayed and suspended
6 until further order of this Court, except such actions as may be necessary to implement the
7 Settlement Agreement and this Order.

8 25. If, for any reason, the Court does not grant final approval of the Settlement, all
9 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
10 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

11 **IT IS SO ORDERED.**

12
13 Dated: _____, 2025

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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

Superior Court of California, County of Sacramento
Amanda Talbot v. Skyslope, Inc.
Case No.: 24CV004674

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Skyslope, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former Defendant’s employee Amanda Talbot (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly paid, non-exempt employees (“Class Members”) who worked for Defendant in California during the Class Period (March 12, 2023 to March 10, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly-paid, non-exempt employees who worked for Defendant in California during the PAGA Period (March 12, 2023 to April 9, 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 did not work for Defendant in California 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 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 or not you 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.

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 Do Not 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 claims against Defendant that are covered by this Settlement (defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you do not 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 the Released PAGA 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 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 do not 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	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks and PAGA Pay Periods you worked for Defendant in California during the Class Period and 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

Submitted by _____	of these numbers, you must challenge it by _____. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay wages due and owing (including off-the-clock work, and overtime), failing to provide meal and rest breaks, failing to pay vacation wages and sick pay, failing to furnish accurate wage statements, failing to maintain accurate time and wage records, failing to timely pay wages including final wages, and failing to reimburse necessary business expenses, and largely derivative claims under the Unfair Competition Law (“UCL”) and under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: D.Law, Inc. (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. 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 mediator in an effort to resolve the Action by negotiating and 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. The Court preliminarily approved the proposed Settlement, 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 \$335,000 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 14 days after the Judgment entered by the Court becomes final. The Judgment will be final as of the latest of the following occurrence: the day after the deadline for filing a notice of

appeal from the Judgement; or if timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgement and issues a remittitur.

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 \$111,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and actual and reasonable litigation costs and expenses incurred in to prosecute the Action for nor more than \$30,000.00. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$5,000.00 to the Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A 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 \$5,495.00 to the Administrator for services administering the Settlement.
 - d. Up to \$35,000.00 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 (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% 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 under the Settlement 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.

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 do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number or email address, 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 the Released PAGA Claims against Defendant.

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, Apex Class Action (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 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.

9. Participating Class Members' Release. After the Judgment is final and Defendant have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement.

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 the Released Parties from (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to pay vacation wages; (iii) failure to pay sick time; (iv) failure to provide meal periods or compensation in lieu thereof; (v) failure to provide rest periods or compensation in lieu thereof; (vi) failure to provide complete, accurate wage statements; (vii) failure to maintain accurate records; (viii) failure to pay wages timely at time of termination or resignation; (ix) failure to reimburse necessary business expenses; (x) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints; and (xi) all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints, including but not limited to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245, *et seq.*, 246, 510, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802 (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in the Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class and PAGA Periods.

10. Aggrieved Employees' PAGA Release. After the Judgment is final and Defendant have fully funded the Gross Settlement and separately paid all employer payroll taxes), all Aggrieved Employees will be barred from asserting the Released PAGA Claims against Defendant, whether or not they exclude themselves from the Class Settlement.

Aggrieved Employees will be bound by the following release:

All Participating and Non-Participating Class Members who are 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 PAGA Period facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Action.

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 \$8,750 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.
3. 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 _____ 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, present address, telephone number or 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 be excluded. Be sure to identify the Action as *Amanda Talbot v. Skyslope, Inc.* **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 Plaintiff and Defendant are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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 <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>.

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 Plaintiff is 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 *Amanda Talbot v. Skyslope, Inc.* and include your name, current address, telephone number or email address, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) 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 do not have to, attend the Final Approval Hearing on _____ at _____ in Department 22 of the Courthouse of the Sacramento County Superior Court located at Gordon D. Schaber Sacramento County Courthouse 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, Plaintiff, 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 (_____). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand 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 Plaintiff 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 the Administrator'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>). The Case Number for the Action, Case No. 24CV004674 .

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

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Glendale, CA 91203

Telephone: (818) 962-6465

Fax Number: (818) 962-6469

Settlement Administrator:

Name of Company: Apex Class Action

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. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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.