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FILED
Superior Court of California
County of Sacramento
11/17/2025
V. Aleman, Deputy

11 Attorneys for Plaintiff AMANDA TALBOT,
on behalf of herself and others similarly situated

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SACRAMENTO**

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

17 Plaintiffs,

18 v.

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

21 Defendants.

Case No.: 24CV004674

CLASS ACTION

Assigned for All Purposes To:

Hon. Lauri A. Damrell

Dept.: 22

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

Date: October 31, 2025

Time: 9:00 A.M.

Dept.: 22

Original Complaint Filed: March 11, 2024

First Amended Complaint Filed: May 15, 2024

Trial Date: None Set

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RECITALS

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

Plaintiff’s motion for an order preliminarily approving the settlement of this action, approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on for hearing in Department 22 of this Court on October 31, 2025.

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

THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL

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

“all persons employed by Defendant in California and classified as non-exempt hourly employee who worked for Defendant during the Class Period,” which is the period 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 **[December 15, 2025]** or _____, cause the Class Notice to be mailed by first class
20 mail to all known members of the Class certified by this Court in this action to the most recent
21 address in Defendant’s business records for each known member of the Class. The mailing of the
22 Class Notices directed in this Order constitutes the best notice practicable under the circumstances
23 and sufficient notice to all members 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 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.**

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13 Dated: 11/17/2025



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Lauri A. Damrell, Judge
JUDGE OF THE SUPERIOR COURT

Exhibit 1

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

Amanda Talbot v. SkySlope, Inc.

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. (abbreviate name; “SkySlope” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former SkySlope employee Amanda Talbot (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly non-exempt employees (“Class Members”) who worked for SkySlope during the Class Period (March 12, 2020 to **the earlier of: the date court grants preliminary approval or 90 days after mediator’s proposal was accepted, which is March 10, 2025**); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for SkySlope during the PAGA Period (March 12, 2023 to **the earlier of: the date court grants preliminary approval or 120 days after mediator’s proposal was accepted, which is April 9, 2025**) (“Aggrieved Employees”).

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

Based on SkySlope’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 SkySlope’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 SkySlope’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 you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires SkySlope to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against SkySlope.

If you worked for SkySlope 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 SkySlope.
- (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. You will, however, preserve your right to personally pursue Class Period wage claims against SkySlope, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

SkySlope 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

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>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 SkySlope that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>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.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. SkySlope 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).</p>
<p>Participating Class Members Can Object to the Class</p>	<p>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</p>

<p>Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>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.</p>
<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>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.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by _____</p>	<p>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 Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to SkySlope’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.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former SkySlope employee. The Action accuses SkySlope of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, vacation wages, sick pay, and reimbursable expenses, failing to maintain accurate records, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: D.Law, Inc. (“Class Counsel.”)

SkySlope 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 SkySlope or Plaintiff is correct on the merits.

In the meantime, Plaintiff and SkySlope hired an experienced mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the

Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and SkySlope 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, SkySlope does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SkySlope has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. SkySlope Will Pay \$335,000 as the Gross Settlement Amount (Gross Settlement). SkySlope 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, SkySlope will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$111,666.67 (one-third of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$5,000 to the Plaintiff as a Class Representative Award 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 to the Administrator for services administering the Settlement.
 - d. Up to \$35,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and SkySlope 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. SkySlope 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 Plaintiff and SkySlope 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 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, 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 wage and hour claims against SkySlope.

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 SkySlope based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and SkySlope have agreed that, in either case, the Settlement will be void: SkySlope will not pay any money and Class Members will not release any claims against SkySlope.
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 SkySlope has 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. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against SkySlope or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were, or reasonably could have been, alleged based on the facts alleged in the Operative Complaint, including (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; and (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 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, and 2802 (collectively, the “Released Claims”).

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

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

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, and the PAGA Notice.

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 Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in SkySlope’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 SkySlope’s calculation of Workweeks and/or Pay Periods based on SkySlope’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 SkySlope'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, 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 personally sign your request, identify the Action as *Amanda Talbot v. SkySlope, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). 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 Plaintiff and SkySlope 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 that includes, among other things, the reasons why the proposed Settlement is fair, 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://www.saccourt.ca.gov/indexes/new-portal-info.aspx>).

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 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, and approximate dates of employment for SkySlope 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 (_____). If you desire to appear remotely at the final approval hearing, you can join via the Department's Zoom link or phone number. To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID: 16184738886. 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 SkySlope 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 _____'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://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case

Number for the Action, Case No. 24CV004674. You can also make an appointment to personally review court documents in the Clerk's Office by calling (916) 874-5522.

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.