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Attorneys for Plaintiff CHRIS MILLS,
individually and on behalf of all other persons
similarly situated and the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHRIS MILLS, individually and on behalf of
all other persons similarly situated and the
general public

Plaintiff,

v.

FACILITY SOLUTIONS GROUP, INC., a
Delaware corporation, and DOES 1 through
30, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
04/16/2024
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case No. 20STCV44879

*Assigned to Hon. Lawrence P. Riff
Dept. 7*

~~[REVISED PROPOSED]~~ **ORDER
GRANTING PLAINTIFF'S MOTION FOR
AN ORDER: (1) CONDITIONALLY
CERTIFYING A SETTLEMENT CLASS;
(2) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT; (3)
APPROVING NOTICE OF CLASS
ACTION SETTLEMENT; (4)
APPOINTING CLASS COUNSEL AND
CLASS REPRESENTATIVE; AND (5)
SETTING HEARING FOR FINAL
APPROVAL**

Date: April 15, 2024
Time: 10:00 a.m.
Dept.: SS7

Complaint Filed: November 20, 2020

1 Plaintiff CHRIS MILLS’s (“Plaintiff”) motion for an order: (1) conditionally certifying
2 a settlement class; (2) preliminarily approving the class action settlement reached between the
3 parties; (3) approving the notice of class action settlement; (4) appointing class counsel and the
4 class representative; and, (5) setting the final approval hearing (the “Motion for Preliminary
5 Approval”), came on for hearing on April 15, 2024 at 10:00 a.m. in Department SS7 of the
6 above-captioned court, the Honorable Lawrence P. Riff, Judge presiding. Shadie L. Berenji,
7 Esq. and Kristopher N. Tayyeb, Esq. of Berenji Law Firm, APC appeared on behalf of Plaintiff
8 and the Class. There was no appearance on behalf of Defendant FACILITY SOLUTIONS
9 GROUP, INC. (“Defendant;” collectively with Plaintiff, the “Parties”).

10 The Court, having considered Plaintiff’s Motion for Preliminary Approval, the
11 memorandum of points and authorities in support thereof and supporting evidence, Defendant’s
12 agreement with and/or non-opposition to the Motion for Preliminary Approval, and the oral
13 arguments of counsel, hereby ORDERS, ADJUDGES AND DECREES as follows:

14 1. The Motion for Preliminary Approval is GRANTED and the Parties’ Joint
15 Stipulation of Class and PAGA Settlement and Class Notice (the “Settlement Agreement”) is
16 preliminarily approved;

17 2. This Order incorporates by reference the definitions in the Settlement
18 Agreement and all terms defined therein shall have the same meaning in this Order;

19 3. The Settlement Class is preliminarily certified for settlement purposes only.
20 Should the settlement not become final, the fact that the Parties were willing to stipulate to
21 class certification as part of the settlement shall have no bearing on, nor be admissible in
22 connection with, the issue of whether a class should be certified in a non-settlement context;

23 4. The class action settlement contemplated by the Settlement Agreement is
24 preliminarily approved based upon the terms set forth in the Settlement Agreement filed
25 herewith. The class action settlement appears to be fair, adequate, and reasonable to the Class.
26 The class action settlement contemplated by the Settlement Agreement falls within the range of
27 reasonableness and appears to be presumptively valid, subject to any objections that may be
28 raised at the final approval hearing before this Court. The preliminary approval of the class

1 action settlement and the Parties' Settlement Agreement includes the approval for purposes of
2 the settlement: Shadie L. Berenji and Kristopher N. Tayyeb of Berenji Law Firm, APC as Class
3 Counsel; Chris Mills as Class Representative; and CPT Group, Inc. as the Administrator. Class
4 Counsel is authorized to act on behalf of the Class with respect to all acts or consents required
5 by or which may be given pursuant to the Settlement Agreement and the class action settlement
6 contemplated by the Settlement Agreement, and such other acts reasonably necessary to
7 consummate the settlement. The Administrator is authorized to perform such acts as set forth
8 in this Order and the Settlement Agreement;

9 5. The "Court Approved Notice of Class Action Settlement and Hearing Date for
10 Final Approval" ("Notice") is approved as to form and content. A true and correct copy of the
11 Notice is attached hereto as Exhibit A;

12 6. The Notice shall be sent by first class mail to the Class in accordance with the
13 schedule set forth below. The dates selected for the mailing and distribution of the Notice as
14 set forth below meet the requirements of due process and provide the best notice practicable
15 under the circumstances and shall constitute due and sufficient notice to all persons entitled
16 thereto;

17 7. The Court orders the following schedule for further proceedings:

- 18 a. Deadline for Defendant to Provide the Class List to CPT Group, Inc.:
19 April 25, 2024.
- 20 b. Deadline for CPT Group, Inc. to Mail the Notice: May 6, 2024.
- 21 c. Deadline for Class Counsel to File a Motion for Final Approval and
22 Attorney Fees: July 1, 2024.
- 23 d. Deadline for Class Members to Postmark Opt-Out Request, Work-Week
24 Dispute, or File Objection: June 20, 2024.
- 25 e. Deadline to File Administrator's Report and Response to Any
26 Objections: July 1, 2024.

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f. Final Settlement Approval Hearing: July 24, 2024 at 10:00 a.m.

IT IS SO ORDERED.



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

DATED: 04/16/2024, 2024

Lawrence P. Riff / Judge
HON. LAWRENCE P. RIFF

EXHIBIT A

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

Chris Mills v. Facility Solutions Group, Inc., et al.
(Los Angeles County Superior Court, Case No. 20STCV44879)

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

You may be eligible to receive money from a class action lawsuit (“Action”) against Facility Solutions Group, Inc., et al. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee Chris Mills (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of current and former employees (“Class Members”) who worked for FSG during the Class Period (November 20, 2016 to **[DATE OF PRELIMINARY APPROVAL]**); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former employees who worked for FSG during the PAGA Period (September 17, 2020 to **[DATE OF PRELIMINARY APPROVAL]**) (“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 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 _____ workweeks** 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 do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for FSG 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 claims for civil penalties against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not 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 Defendant 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 INSERT DEADLINE</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. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</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 include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the</p>

<p>Written Objections Must be Submitted by</p> <hr/>	<p>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 [INSERT DATE] Final Approval Hearing</p>	<p>Court’s Final Approval Hearing is scheduled to take place on [INSERT DATE]. 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</p> <p>Written Challenges Must be Submitted by [INSERT DEADLINE]</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 PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [INSERT DEADLINE]. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former FSG employee. The Class Action Complaint for Damages (“Operative Complaint”) asserts claims against FSG for violating California labor laws by (1) failing to pay minimum wages; (2) failing to pay overtime wages; (3) unlawfully deducting wages; (4) failing to pay vested vacation wages at the separation of employment; (5) failing to provide meal periods; (6) failing to reimburse business expenses; (7) failing to timely pay wages; (8) failing to maintain payroll records and provide accurate itemized wage statements; (9) failing to provide one day’s rest; (10) failing to reimburse business expenses; and (11) unlawful, deceptive and unfair business practices in violation of the California Unfair Competition Law (“UCL”) (California Business & Profession Code § 17200, et seq.). Based on the same claims, Plaintiff 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: Shadie L. Berenji and Kristopher N. Tayyeb of Berenji Law Firm, APC (“Class Counsel.”)

Defendant denies all of the claims in the Operative Complaint, and denies any and all liability or wrongdoing with respect to the allegations made in the Operative Complaint. Defendant additionally contend that, for any purpose other than this Settlement, none of the claims in the Operative Complaint are appropriate for class, collective action, and/or representative treatment. However, Defendant has agreed to the Settlement to avoid continued litigation.

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, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the 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. Defendant Will Pay \$1,200,000 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 15 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 \$420,000 (thirty-five percent of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$18,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$15,000 as a Class Representative Award to Plaintiff 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 \$10,000 to the Administrator for services administering the Settlement.
- D. Up to \$100,000 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 as follows:

The Electrician Class Individual Class Payment shall be calculated and apportioned by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members in the Electrician Class, and (b) multiplying the result by each Participating Class Member's Workweeks.

Each Participating Class Member in the Unlawful Deduction and Vacation Class will receive One Hundred Dollars (\$100).

4. Taxes Owed on Payments to Class Members. For the Electrician Class, Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (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 Non-Wage Portions of the Individual Class Payments will be reported on an IRS Form 1099.

For the Unlawful Deduction and Vacation Class, one hundred percent (100%) of the Individual Class Payment shall be allocated as penalties. All Individual

Settlement Payment to the Unlawful Deduction and Vacation Class Members shall be reflected on an IRS Form 1099.

The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on an IRS Form 1099.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

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 **[INSERT DEADLINE FOR REQUEST FOR EXCLUSION]**, 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 **[INSERT DEADLINE FOR REQUEST FOR EXCLUSION]** 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 Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, **CPT Group, Inc.** (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant 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 Defendant or related entities for wages based on the Class 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 Released Class Claims including those that were alleged, or reasonably could have been alleged, in the Operative Complaint. Except as set forth in Section 5.3 of this 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 Period. “Released Class Claims” means the claims being released by the Class Representative and Class Members they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were or could have been alleged based on the facts stated in the operative Class Action Complaint for Damages in the Action, including, without limitation, all claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) unlawful deduction of wages; (4) failure to pay vested vacation wages; (5) failure to provide meal periods; (6) failure to reimburse business expenses; (7) failure to timely pay wages; (8) failure to maintain payroll records and provide accurate itemized wage statements; (9) failure to provide one day’s rest; (10) business expense

reimbursements; (11) violation of Unfair Competition Law; and, any other Labor Code violations that were or could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1021.5, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2801.5, 2802, and Business and Professions Code section 17200 et seq. during the Class Period.

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

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

All 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 Released PAGA 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/or the PAGA Notice. "Released PAGA Claims" means the claims being released by the Class Representative, Class Members, and the State of California for civil penalties they may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were or could have been alleged based on the facts stated in the Class Action Complaint for Damages in the Action and/or in Plaintiff's PAGA Notices submitted to the LWDA, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*), related to all claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) unlawful deduction of wages; (4) failure to pay vested vacation wages; (5) failure to provide meal periods; (6) failure to reimburse business expenses; (7) failure to timely pay wages; (8) failure to maintain payroll records and provide accurate itemized wage statements; (9) failure to provide one day's rest; (10) business expense reimbursements and any other Labor Code violations that were or could have been alleged in the Action based on the facts alleged in the Action, which includes, but not limited to, alleged violations of Labor Code sections 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 210, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 226,

226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.3(b), 1198.5, 1199, 1199.5, 2800, 2801, 2801.5, 2802 and Business and Professions Code section 17200 *et seq.* during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 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 Defendant's records, are stated in the first page of this Notice. You have until **[INSERT DEADLINE]** 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 Participating Class Members 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 who qualifies as an Aggrieved Employee).

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 *Chris Mills v. Facility Solutions Group, Inc., et al.* (Los Angeles County Superior Court, Case No. 20STCV44879), 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 INSERT DEADLINE FOR REQUEST FOR EXCLUSION, 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 16 court days before the INSERT FINAL APPROVAL HEARING DATE 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 [INSERT URL] or the Court's website www.lacourt.org.

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 are too high or too low. **The deadline for sending written objections to the Administrator is INSERT OBJECTION DEADLINE.** 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 *Chris Mills v. Facility Solutions Group, Inc., et al.* (Los Angeles County Superior Court, Case No. 20STCV44879), and include your name, current address, telephone number, and approximate dates of employment at FSG 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 don't have to, attend the Final Approval Hearing on **[INSERT DATE]** at **[INSERT TIME]** in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website **[INSERT URL]** 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 **[INSERT URL]**. 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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 20STCV44879. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney: Shadie L. Berenji
Email Address: berenji@employeejustice.law

Name of Firm: Berenji Law Firm, APC
Mailing Address: 8383 Wilshire Boulevard, Suite 708, Beverly Hills, California 90211
Telephone: (310) 855-3270

Settlement Administrator:

Name of Company: CPT Group, Inc.

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

1 **PROOF OF SERVICE**

2
3 I, Molly Stapelfeldt, am employed in the County of Los Angeles, State of California.
4 I am over the age of 18 and not a party to the within action; my business address is 8383
5 Wilshire Blvd., Suite 708, Los Angeles, California, 90211.

6 On the date set forth below, I served the foregoing document(s), entitled: **[REVISED**
7 **PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR AN ORDER: (1)**
8 **CONDITIONALLY CERTIFYING A SETTLEMENT CLASS; (2) PRELIMINARILY**
9 **APPROVING CLASS ACTION SETTLEMENT; (3) APPROVING NOTICE OF CLASS**
10 **ACTION SETTLEMENT; (4) APPOINTING CLASS COUNSEL AND CLASS**
11 **REPRESENTATIVE; AND (5) SETTING HEARING FOR FINAL APPROVAL** on the
12 following interested parties:

13 Lindsay A. Ayers, Esq. Counsel for Defendant, FACILITY
14 Samantha Tanner McKay, Esq. SOLUTIONS GROUP, INC.
15 Susanne Zimmerman
16 Eileen Schmitt
17 CDF LABOR LAW, LLP
18 18300 Von Karman Ave., Ste. 800
19 Irvine, CA 92612

20 E-mail: layers@cdflaborlaw.com
21 E-mail: smckay@cdflaborlaw.com
22 E-mail: szimmerman@cdflaborlaw.com
23 E-mail: eschmitt@cdflaborlaw.com

24 **[by ELECTRONIC SERVICE]** Based on a court order and an agreement of the
25 parties to accept service by electronic transmission, I electronically served the above-
26 listed document(s) by uploading the document(s) to the Case Anywhere website.

27 **STATE** - I declare under penalty of perjury under the laws of the State of California
28 that the foregoing is true and correct.

Executed on April 15, 2024 at Beverly Hills, California.

29 Molly Stapelfeldt By: /s/ Molly Stapelfeldt
30 Print Name Signature