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

FILED
Superior Court of California
County of Sacramento
04/17/2026
V. Aleman, Deputy

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

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

Plaintiff,

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.: 8B

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT;
FINAL JUDGMENT**

Date: April 17, 2026
Time: 9:00 a.m.
Dept.: 8B

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

1 **ORDER AND JUDGMENT**

2 On November 17, 2025, the Court entered a Revised Order Granting Plaintiff's Motion for
3 Preliminary Approval of Class Action and PAGA Settlement, which granted conditional class
4 certification, approval of the Court Approved Notice of Class Action Settlement and Hearing Date for
5 Final Court Approval ("Class Notice"), set a Final Approval Hearing (the "Preliminary Approval
6 Order"), and preliminarily approved a settlement of the above-entitled action (the "Action") that was
7 reached between Plaintiff Amanda Talbot ("Plaintiff") and Defendant SkySlope, Inc. ("Defendant")
8 (together with Plaintiff, the "Parties"), in accordance with the Parties' Class Action and PAGA
9 Settlement Agreement, as amended by the Amendment to Class Action and PAGA Settlement
10 Agreement (together, "Settlement Agreement" or "Settlement").

11 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement Agreement,
12 including a motion for payment of Class Counsel Fees Payment, Class Counsel Litigation Expenses
13 Payment, Class Representative Service Payment, Administration Expenses Payment, and civil
14 penalties pursuant to the Private Attorneys General Act ("PAGA"), and whether the Settlement should
15 be finally approved as fair, reasonable, and adequate as to Class Members, came before Department
16 8B of this Court, the Honorable Lauri Damrell presiding, on April 17, 2026. Due and adequate notice
17 having been given to Class Members, and the Court having reviewed the Settlement and duly
18 considered Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement Agreement,
19 the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the
20 record in this Action, and any oral argument, and good cause appearing, THE COURT HEREBY
21 ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

22 1. The Court, for purposes of this Order, adopts and incorporates by reference all terms
23 and definitions as set forth in the Settlement and confirmed below. The Settlement, as amended by the
24 Parties' Amendment to Class Action and PAGA Settlement Agreement (attached as Exhibit 5 to the
25 First Supplemental Declaration of Enoch J. Kim in Support of Plaintiff's Unopposed Motion for
26 Preliminary Approval of Class Action and PAGA Settlement filed with the Court on November 7,
27 2025), is made part of this Order.

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1 2. The Court has considered all relevant factors for determining the fairness of the
2 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
3 particular, the Court finds that the Settlement was made and entered into in good faith, the terms of
4 which are fair, reasonable, and adequate; was reached following meaningful discovery and
5 investigation conducted by Plaintiff and her counsel of record (“Class Counsel”); is the result of
6 serious, informed, adversarial, and arm’s-length negotiations between the Parties; and therefore, meets
7 the requirements for final approval.

8 3. In so finding, the Court has considered all the evidence presented, including evidence
9 regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented;
10 the likely duration of further litigation; the settlement amount offered; the extent of investigation and
11 discovery completed; and the experience and views of Class Counsel. The Court has further considered
12 the absence of any objections to the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s
13 Motion for Final Approval and **ORDERS** judgment to be entered in accordance with the terms
14 herein (“Final Judgment”).

15 4. The Court finally certifies, for settlement purposes only, the following Class or Class
16 Members: All persons employed by Defendant in California and classified as non-exempt hourly
17 employee who worked for Defendant during the Class Period, which is the period from March 12,
18 2020 to March 10, 2025.

19 5. The Aggrieved Employee is defined as follows: A person employed by Defendant in
20 California and classified as a non-exempt hourly employee who worked for Defendant during the
21 PAGA Period, which is the period from March 12, 2023 to April 9, 2025.

22 6. The deadline to request exclusion from or to submit written objections to the
23 Settlement was February 17, 2026. No Requests for Exclusion were received, therefore there are 158
24 Participating Class Members, representing 100% of the 158 Class Members. All Class Members who
25 did not request exclusion from the Settlement had an opportunity to object to the Settlement. No
26 written objections were received.

27 7. The Class Notice, which was provided to the Class pursuant to the plan for
28 distribution described under the Settlement, conformed with the requirements of California Rules of

1 Court 3.766 and 3.769, and constituted the best notice practicable under the circumstances, by
2 providing Class Members individual and adequate notice of all material elements of the proposed
3 Settlement and of the opportunity to opt out of the class portion of the Settlement or to object to the
4 Settlement, and other relevant information concerning the proceedings. The Class Notice fully
5 satisfied the requirements of due process and provided the Class Members with adequate instructions
6 and a variety of means to obtain additional information.

7 8. The Court finds that a full opportunity has been afforded to Class Members to object
8 to the Settlement and participate in the Final Approval Hearing, and all Class Members and other
9 persons wishing to be heard have been heard and/or had an opportunity to be heard. Class Members
10 have had a full and fair opportunity to exclude themselves from the Settlement or object to the
11 Settlement. Accordingly, the Court determines that all Class Members who did not timely request
12 exclusion from the Settlement (“Participating Class Members”) are bound by this Final Approval
13 Order and Judgment.

14 9. The settlement of civil penalties under PAGA in the total amount of thirty-five
15 thousand dollars (\$35,000.00) is approved. The PAGA Penalties shall be allocated from the Gross
16 Settlement Amount and distributed as follows: 25% (\$8,750.00) to Aggrieved Employees and 75%
17 (\$26,250.00) to the California Labor and Workforce Development Agency (“LWDA”).

18 10. The Court confirms the appointment of Plaintiff Amanda Talbot as the Class
19 Representative and PAGA representative, for settlement purposes only. In addition to any recovery
20 that Plaintiff is eligible to receive under the Settlement as a Class Member, the Court approves and
21 orders an Class Representative Service Payment to Plaintiff in the amount of \$5,000.00 from the Gross
22 Settlement Amount for her role and service as the Class Representative, and for the risks and work
23 attendant to that role.

24 11. The Court confirms the appointment of D. Law Inc. as Class Counsel, for settlement
25 purposes only, as they are experienced in wage and hour class action litigation, have no apparent
26 conflicts of interest with Plaintiff or other Class Members, and have the requisite qualifications,
27 experience and skill to protect and advance the interests of the Class. The Court approves and orders
28 the payments to Class Counsel from the Gross Settlement Amount in the amount of \$111,666.67 for

1 reasonable attorneys' fees, which is approximately one-third of the Gross Settlement Amount, and
2 \$17,054.89 for reimbursement of litigation costs actually incurred. The Court finds that these amounts
3 are reasonable considering the benefits provided to the Class.

4 12. The Court confirms the appointment of Apex Class Action, LLC as the Administrator,
5 who has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to
6 the Administrator in the amount of \$5,495.00 from the Gross Settlement Amount for its services and
7 costs of administering the Settlement.

8 13. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
9 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
10 Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all
11 Released Parties as follows:

12 a. "Released Parties" means Defendant and each of its former and present directors,
13 officers, shareholders, owners, members, attorneys, insurers, predecessors,
14 successors, assigns, subsidiaries, and affiliates.

15 b. **Release by Participating Class Members Who Are Not Aggrieved Employees:**

16 All Participating Class Members, on behalf of themselves and their respective
17 former and present representatives, agents, attorneys, heirs, administrators,
18 successors, and assigns, release Released Parties from all claims that were, or
19 reasonably could have been, alleged based on the facts alleged in the Operative
20 Complaint, including (i) failure to pay all regular wages, minimum wages and
21 overtime wages due; (ii) failure to pay vacation wages; (iii) failure to pay sick time;
22 (iv) failure to provide meal periods or compensation in lieu thereof; (v) failure to
23 provide rest periods or compensation in lieu thereof; (vi) failure to provide
24 complete, accurate wage statements; (vii) failure to maintain accurate records; (viii)
25 failure to pay wages timely at time of termination or resignation; (ix) failure to
26 reimburse necessary business expenses; and (x) unfair business practices that could
27 have been premised on the claims, causes of action or legal theories of relief
28 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, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, and 2802.

c. **Release by Participating and Non-Participating Class Members Who Are Aggrieved Employees:** 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.

14. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

15. The Court finds that the estimated Net Settlement Amount of \$160,783.44 and the methodology used to calculate Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees are fair and reasonable. The Court thus authorizes the Administrator to pay settlement allocations in accordance with the terms of the Settlement. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date (as that term is defined in the Settlement).

16. Payment of Individual Class Payments and Individual PAGA Payments shall be sent by the Administrator via First Class U.S. Mail within 14 days after Defendant funds the Gross Settlement Amount. Payment to Class Counsel for its attorneys' fees and costs and payment to the LWDA will be due within 14 days after Defendant funds the Gross Settlement Amount. Checks shall be valid for 180 calendar days from the date of mailing, and the face of each check shall prominently state the date when the check will be voided. Class Members who do not cash their settlement checks within 180 calendar days after mailing by the Administrator shall still be bound by the Settlement and the release of claims provided therein. It shall be presumed that each Class Member received his, her,

1 or their Individual Class Payment (and Individual PAGA Payment, if applicable) on the date the
2 payment was deposited in the United States mail, unless the payment is returned to the Administrator
3 within 180 days after the date of mailing. Any check returned by the post office with a forwarding
4 address will be re-mailed within seven (7) calendar days by the Administrator to that forwarding
5 address via First Class U.S. Mail. If no forwarding address is provided, the Administrator shall attempt
6 to determine the correct address using all reasonably available sources, methods, and means, including,
7 but not limited to, the “National Change of Address Database”, skip traces, and direct contact by the
8 Administrator with Participating Class Members, and it shall then perform a re-mailing within seven
9 (7) calendar days of receiving a returned check. The Administrator need not take further steps to
10 deliver checks to Participating Class Members whose re-mailed checks are returned as undelivered.

11 17. Pursuant to California Code of Civil Procedure section 384, following the expiration
12 of the 180-day check cashing deadline, should there be any uncashed checks, the Administrator shall
13 transmit those amounts to the California Controller’s Unclaimed Property Fund in the name of each
14 Participating Class Member and/or Aggrieved Employee who failed to cash their individual check
15 prior to the void date.

16 18. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
17 Order and Judgment shall be given to the Class by the Administrator, who shall post a copy of this
18 Final Approval Order and Judgment on its website, the address of which was provided to Class
19 Members in the Class Notice.

20 19. This document shall constitute a Judgment for purposes of California Rules of
21 Court, Rule 3.769(h).

22 20. This Final Approval Order and Judgment is intended to be a final disposition of the
23 Action in its entirety and is intended to be immediately appealable. This final judgment resolves and
24 extinguishes all claims released by the Settlement against Defendant and the Released Parties.

25 21. The obligations set forth in the Settlement are deemed part of this Final Approval
26 Order and Judgment, and the Parties are ordered to carry out the Settlement according to its terms and
27 provisions.

28 22. Following entry of this Final Approval Order and Judgment, and without affecting

1 the finality thereof, pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule
2 3.769(h), the Court shall retain exclusive and continuing jurisdiction over the above-captioned action
3 and the Parties, including all Class Members and Aggrieved Employees, solely for purposes of (i)
4 enforcing this Settlement, (ii) addressing settlement administration matters, and (iii) addressing such
5 post-Judgment matters that may be appropriate under court rules or applicable law.

6 23. The Settlement is finally approved but is not an admission by Defendant or the
7 Released Parties of the validity of any claims in this Action, or of any wrongdoing by Defendant or
8 the Released Parties or of any violation of law. Neither this Order, the Settlement Agreement, nor
9 any related document or action taken to carry out the Settlement may be construed as, or may be
10 used as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
11 whatsoever by or against Defendant or the Released Parties, nor shall be offered or received in
12 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings
13 as may be necessary to consummate or enforce the Settlement. Nothing in the Settlement or this
14 Order is intended to extinguish or waive Defendant's rights to continue to oppose the merits of the
15 claims in this Action or class treatment of the claims in the Action if the Settlement fails to become
16 Effective as defined in the Settlement.

17 24. The Court sets a Compliance Hearing for February 26, 2027 at 10:30 a.m. in
18 Department 22. Class Counsel are ordered to file a declaration regarding the status of the distribution
19 of the settlement funds no later than fifteen (15) days prior to the Compliance Hearing.

20 25. Judgment in this matter is entered in accordance with the above findings.

21 **IT IS SO ORDERED.**

22 Dated: 4/17/26



A handwritten signature in black ink, appearing to read "L. Damrell".

HON. LAURI A. DAMRELL
Judge of the Superior Court