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 THE ARTIST TREE V, LLC; THE ARTIST TREE IVA,
 LLC; THE ARTIST TREE MANAGEMENT, LLC; and
 THE ARTIST TREE HOLDINGS, LLC

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Attorneys for Plaintiff JOSHUA CALEB COLEY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSHUA CALEB COLEY, individually, and
 on behalf of all others similarly situated,

Plaintiff,

v.

THE ARTIST TREE, LLC, a limited liability
 company; THE ARTIST TREE IV, LLC, a
 limited liability company; THE ARTIST TREE
 V, LLC, a limited liability company; THE
 ARTIST TREE IVA, LLC, a limited liability
 company; THE ARTIST TREE
 MANAGEMENT, LLC, a limited liability
 company; THE ARTIST TREE HOLDINGS,
 LLC, a limited liability company; and Does 1
 through 10, inclusive,

Defendants.

Case No. 22STCV16113

Assigned for all purposes to:
 Hon. Lia Martin, Dept. 16

**STIPULATION OF SETTLEMENT OF
 PAGA ACTION AND RELEASE OF PAGA
 CLAIMS**

Complaint Filed: May 13, 2022
 Trial Date: None Set

1 This Stipulation of Settlement of PAGA Claims and Release of PAGA Claims is
2 entered into by and between Plaintiff Joshua Caleb Coley (hereinafter “Plaintiff”), in his
3 individual capacity and in his representative capacity on behalf of the State of California and
4 fellow Aggrieved Employees and Defendant The Artist Tree, LLC (hereinafter
5 “Defendant”):

6 **I. DEFINITIONS**

7 A. “Action” shall mean the following *Coley v. The Artist Tree, LLC, et al.*, Los
8 Angeles County Superior Court, Case No. 22STCV16113, filed May 13, 2022, including
9 any amended complaints filed therein.

10 B. “Aggrieved Employees” shall mean and include all of Defendant's current and
11 former non-exempt employees who worked for Defendant as non-exempt employees in
12 California from May 13, 2021 through and including September 1, 2024. For purposes of
13 this Agreement, Plaintiff is included as an Aggrieved Employee.

14 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement
15 of PAGA Action and Release of PAGA Claims.

16 D. “Employee Data” means information regarding the Aggrieved Employees that
17 Defendant will in good faith compile from its records and provide to the Settlement
18 Administrator. It shall be formatted in the manner requested by the Settlement
19 Administrator and shall include sufficient information to effectuate this settlement,
20 including but not limited to: each Aggrieved Employee’s full name; last known address;
21 Social Security Number; and the number of Pay Periods worked during the PAGA Period.

22 E. “Court” means the Superior Court for the State of California, County of Los
23 Angeles presiding over the Action.

24 F. “Complaint” means the Second Amended Complaint filed in this Action on
25 June 17, 2025, and all of its exhibits.

26 G. “Defendant” shall mean The Artist Tree, LLC.

27 H. “Effective Date” means the date the executed Order Granting Approval of the
28 Settlement is filed by the Court.

1 I. “LWDA” means the California Labor and Workforce Development Agency.

2 J. “Funding Date” shall mean sixty-five (65) calendar days after the Effective
3 Date and is the date Defendant transfers the Gross Settlement Fund into the QSF in
4 accordance with the terms of this Agreement.

5 K. “Net Settlement Fund” or “NSF” means the amount remaining from the Gross
6 Settlement Fund after deducting the Settlement Administration Costs and the Plaintiff’s
7 Counsel Award. The NSF shall be used to satisfy the PAGA Representative’s claims for
8 civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the
9 LWDA. Twenty-five percent (25%) of the NSF shall be allocated to the Aggrieved
10 Employees (“Aggrieved Employee Payment”) and distributed, pro rata, based on the number
11 of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Seventy-five
12 percent (75%) of the NSF shall be paid to the LWDA (“LWDA Payment”).

13 L. “Notice of PAGA Settlement” means the notice to be provided to the
14 Aggrieved Employees by the Settlement Administrator in the form set forth as Exhibit A to
15 this Agreement.

16 M. “Order Granting Approval of the Settlement” means an order that approves of
17 this Settlement Agreement and enters judgment thereon, in the form substantially similar to
18 that attached hereto as Exhibit B.

19 N. “PAGA” means the California Labor Code Private Attorneys General Act of
20 2004, Labor Code § 2698 *et seq.*

21 O. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA
22 Period attributed to each Aggrieved Employee, divided by the total number of Pay Periods
23 worked by all Aggrieved Employees during the PAGA Period.

24 P. “PAGA Period” means the period of May 13, 2021, through and including
25 September 1, 2024.

26 Q. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
27 either Plaintiff or Defendant, individually.

28 R. “Pay Period” for purposes of calculating the distribution of the Aggrieved

Employee Payment, as defined herein, means any biweekly period in which Aggrieved Employees received wages for work performed during his/her employment with Defendant during the PAGA Period.

S. "Plaintiff" or "PAGA Representative" shall mean Joshua Caleb Coley.

T. "Plaintiff's Counsel" shall mean Kane Moon, Esq. and Christopher Garcia, Esq. of Moon Law Group PC.

U. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for the services they have rendered to Plaintiff, the State of California and the Aggrieved Employees consisting of attorneys' fees not to exceed one-third of the Gross Settlement Fund *plus* actually incurred litigation costs up to \$18,000.00 as documented by Plaintiff Counsel's billing records. Plaintiff Counsel's application for the Plaintiff's Counsel Award is subject to Court approval, and a reduction in attorneys' fees, costs, awarded by the Court is not a basis for Plaintiff to void, rescind, or terminate this Agreement.

V. "QSF" means the Qualified Settlement Fund established, designated and maintained by the Settlement Administrator to hold and distribute the Gross Settlement Fund.

W. "Released PAGA Claims" means a release of claims for civil penalties under PAGA, and associated costs and attorneys' fees, which are alleged in the Complaint, or which could have been alleged based on the facts and allegations in the Complaint, during the PAGA Period. The Released PAGA Claims include, for example, PAGA claims for: off-the-clock work; unpaid minimum wages; unpaid straight-time wages; unpaid overtime wages; unpaid double-time wages; failure to provide legally-compliant meal periods; failure to provide legally-compliant rest breaks; failure to pay meal period premiums and/or failure to pay meal period premiums at the correct rate; failure to pay rest break premiums and/or failure to pay rest break premiums at the correct rate; failure to maintain accurate records of all meal periods taken or missed; failure to provide accurate itemized wage statements; failure to properly calculate the regular rate of pay and/or to include nondiscretionary

1 bonuses in the regular rate of pay and/or improper calculation of the regular rate of pay for
2 purposes of overtime, double-time, sick pay, meal period premiums, and rest period
3 premiums, or any derivative claims arising therefrom; failure to reimburse business
4 expenses; failure to pay unpaid accrued vacation wages at termination; failure to maintain
5 accurate records of hours worked; failure to provide suitable seating; failure to timely pay
6 wages during employment; and failure to pay all wages due at termination of employment,
7 and including all claims arising under PAGA based on violations of Labor Code sections
8 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174,
9 1174.5, 1194, 1197, 1197.1, 1198, 2802, and the corresponding I.W.C. Wage Orders.

10 X. "Released Parties" shall mean The Artist Tree, LLC, The Artist Tree V, LLC,
11 The Artist Tree IVA, LLC, The Artist Tree Management, LLC, and The Artist Tree
12 Holdings, LLC, and each of their respective affiliates, parents, subsidiaries, predecessors,
13 successors, assigns, owners, shareholders, members, officers, directors, employees,
14 attorneys, and agents.

15 Y. "Settlement" means the disposition of the Action pursuant to this Agreement.

16 Z. "Settlement Administrator" means Simpluris, Inc. The Settlement
17 Administrator will establish, designate and maintain a QSF under Internal Revenue Code
18 section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
19 Settlement Fund will be deposited. The Settlement Administrator shall maintain the funds
20 until distribution in an account(s) segregated from the assets of Defendant and any person
21 related to Defendant. All accrued interest (if any) shall be paid and distributed to the
22 Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.

23 AA. "Settlement Administration Costs" means the amount be paid for the costs of
24 administration of the Settlement from the Gross Settlement Fund not to exceed \$2,750.00.

25 BB. "Gross Settlement Fund" means Ninety-Five Thousand Dollars (\$95,000.00)
26 that Defendant must pay into the QSF in connection with this Settlement, inclusive of the
27 Aggrieved Employee Payment, LWDA Payment, Plaintiff's Counsel Award and the
28 Settlement Administration Costs.

II. RECITALS

A. On or about May 7, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On May 13, 2022, Plaintiff filed the Action against The Artist Tree, LLC, The Artist Tree IV, LLC, The Artist Tree V, LLC, The Artist Tree IVA, LLC, The Artist Tree Management, LLC, The Artist Tree Holdings, LLC, and Does 1 to 10, inclusive, alleging wage claims on behalf of himself and all others similarly situated for:

1. Failure to pay minimum wages;
2. Failure to pay overtime compensation;
3. Failure to provide meal periods;
4. Failure to authorize and permit rest breaks;
5. Failure to indemnify necessary business expenses;
6. Failure to timely pay final wages at termination;
7. Failure to provide accurate itemized wage statements;
8. Unfair business practices under California Business & Professions Code section 17200, *et seq.*

C. On July 12, 2022, Plaintiff filed a First Amended Complaint in the Action that added a ninth cause of action for civil penalties under PAGA.

D. On September 8, 2022, Plaintiff, by stipulation, (i) requested dismissal of his class action allegations in the Complaint, (ii) requested dismissal of his individual causes of action one through eight in the Action in order to submit them to binding arbitration, and (iii) agreed to submit his individual PAGA claims alleged under the ninth cause of action to binding arbitration.

E. On September 19, 2022, the Los Angeles Superior Court, the Honorable David S. Cuninghame presiding, *inter alia*, dismissed Plaintiff's class-action allegations and class-wide claims one through eight without prejudice, dismissed Plaintiff's individual claims one through eight without prejudice, ordered Plaintiff's individual claims one through eight and Plaintiff's individual PAGA claims alleged under the ninth cause of action to arbitration,

1 and stayed Plaintiff's non-individual PAGA claims pending completion of arbitration of
2 Plaintiff's individual claims.

3 F. On December 27, 2022, Plaintiff requested a voluntary dismissal without
4 prejudice of defendant The Artist Tree IV, LLC from the Action.

5 G. On January 23, 2023, the Court granted Plaintiff's request and dismissed The
6 Artist Tree IV, LLC, from the Action without prejudice.

7 H. On April 17, 2024, the Parties participated in mediation presided over by Chris
8 Barnes, a wage-and-hour PAGA action mediator. The mediation concluded with a settlement
9 that later was memorialized in the form of a Memorandum of Understanding.

10 I. To facilitate the settlement, and review by the Court, the Parties stipulated to
11 the filing of an amended notice to the LWDA, and subsequently the filing of a Second
12 Amended Complaint in the Action to add allegations regarding the non-inclusion of bonuses
13 in the regular rate and miscalculation of the regular rate of pay, including for purposes of
14 overtime, double time, sick time, and/or meal/rest premiums, or any derivative claims arising
15 therefrom. The Second Amended Complaint was filed on June 17, 2025. For purposes of
16 settlement, the Parties stipulated to including Plaintiff's individual PAGA claims, which
17 were pending in arbitration with AAA as case no. 012200043268 (the "Arbitration"), in the
18 Second Amended Complaint. Should this Agreement fail to be approved by the Court, the
19 Parties agree that the Plaintiff's individual PAGA claims shall return to the status quo ante
20 and resume in the Arbitration, and the non-individual PAGA claims shall continue to be
21 stayed in the above-captioned Court until the completion of the arbitral proceedings.

22 J. Plaintiff submitted an amended notice to the LWDA on February 1, 2025, to
23 include allegations regarding the non-inclusion of bonuses in the regular rate and
24 miscalculation of the regular rate of pay, including for purposes of overtime, double time,
25 sick time, and/or meal/rest premiums, or any derivative claims arising therefrom.

26 K. This Agreement replaces and supersedes the Memorandum of Understanding
27 and any other agreements, understandings, or representations between the Parties hereto.
28 This Agreement represents a compromise and settlement of highly disputed claims. Nothing

1 in this Agreement is intended or will be construed as an admission by Defendant or the
2 Released Parties that the claims in the Action by Plaintiff or the Aggrieved Employees have
3 merit or that Defendant and/or the Released Parties bear any liability to Plaintiff or the
4 Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff
5 that Defendant's and/or the Released Parties' defenses in the Action have merit.

6 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

7 **III. TERMS OF AGREEMENT**

8 A. Settlement Consideration and Settlement Payments by Defendant.

9 1. Settlement Consideration. In full and complete settlement of the
10 Action, and in exchange for the releases set forth below, Defendant will pay the Gross
11 Settlement Fund of Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00). The Parties
12 agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement
13 Fund shall revert to Defendant. The Gross Settlement Fund is exclusive of and separate from
14 any individual settlement by and between Defendant and Plaintiff intended to resolve
15 Plaintiff's individual claims. Except as provided for in Section III(A)(2) and pursuant to any
16 individual settlement with Plaintiff, Defendant shall not be required to pay more or less than
17 the Gross Settlement Fund.

18 2. Number of Pay Periods and Escalator Clause. At the time of mediation,
19 Defendant estimated that there were approximately 3,218 pay periods from May 13, 2021,
20 to April 17, 2024. In the event the Settlement Administrator finds that the number of pay
21 periods from May 13, 2021, through April 17, 2024, is more than 3,218 by ten percent, or
22 an additional 322 pay periods, then the Gross Settlement Fund shall be increased pro rate
23 beyond the 10% threshold, i.e., if the total number of pay periods from May 13, 2021,
24 through April 17, 2024, exceeds the estimate by 11%, the Gross Settlement Fund shall
25 increase by 1%.

26 3. Settlement Payment. Defendant shall pay, via wire transfer or ACH
27 deposit, the Gross Settlement Fund to the Settlement Administrator on the Funding Date.
28

1 B. Conditions Precedent. This Settlement Agreement requires Court approval to
2 be effective. This Settlement Agreement will be effective on the Effective Date.

3 C. Release. In exchange for the consideration provided by this Agreement, and
4 by operation of the executed Order Granting Approval of the Settlement, Plaintiff, all
5 Aggrieved Employees, the LWDA, and the State of California fully, finally, and forever
6 release, waive, acquit and discharge the Released Parties from the Released PAGA Claims.

7 D. Nullification of Settlement Agreement. If this Settlement Agreement is not
8 approved by the Court, fails to become effective, or is reversed, withdrawn, or in any way
9 prevents or prohibits Defendant from obtaining a complete resolution of the Released PAGA
10 Claims, this Settlement Agreement shall be null and void and the Parties shall return to their
11 status quo ante. If Defendant fails to deposit the Gross Settlement Fund with the Settlement
12 Administrator, Plaintiff may seek, under which circumstance, enforcement of the Agreement
13 pursuant to California Code of Civil Procedure section 664.6 or request that the Court vacate
14 its Order Granting Approval of the Settlement and return the parties to their status quo ante.

15 E. Tax Liability. The Parties make no representations as to the tax treatment or
16 legal effect of the payments called for in this Agreement. The Aggrieved Employees are not
17 relying on any statement or representation by the Parties in this regard. Aggrieved
18 Employees understand and agree that they will be responsible for the payment of any taxes
19 assessed on their respective share of the Aggrieved Employee Payment and will be solely
20 responsible for any penalties or other obligations resulting from their personal tax reporting
21 of their respective share of the Aggrieved Employees Payment.

22 F. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
23 section, the “acknowledging party” and each Party to this Agreement other than the
24 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of
25 this Agreement, and no written communication or disclosure between or among the Parties
26 or their attorneys and other advisers, is or was intended to be, nor shall any such
27 communication or disclosure constitute or be construed or be relied upon as, tax advice
28 within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as

1 amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own,
2 independent legal and tax counsel for advice (including tax advice) in connection with this
3 Agreement, (b) has not entered into this Agreement based upon the recommendation of any
4 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon
5 any communication or disclosure by any attorney or adviser to any other party to avoid any
6 tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser
7 to any other Party has imposed any limitation that protects the confidentiality of any such
8 attorney's or adviser's tax strategies (regardless of whether such limitation is legally
9 binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
10 any transaction, including any transaction contemplated by this Agreement.

11 G. Settlement Administrator. The Settlement Administrator shall be responsible
12 for: establishing and administering the QSF; calculating, processing and mailing payments
13 to Plaintiff's Counsel, the LWDA and Aggrieved Employees; printing and mailing the
14 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;
15 calculating, and distributing tax forms for their respective share of the Aggrieved Employee
16 Payment; providing declaration(s) as necessary in support of approval of this Settlement;
17 and other tasks as the Parties mutually agree or the Court orders the Settlement
18 Administrator to perform. The Settlement Administrator shall keep the Parties timely
19 apprised of the performance of all Settlement Administrator responsibilities.

20 H. Employee Data. No later than ten (10) business days after the Effective Date,
21 Defendant shall provide the Settlement Administrator with the Employee Data. The
22 Settlement Administrator shall maintain the Employee Data as private and confidential
23 except to carry out its duties to administer the Settlement. In no event will this information
24 ever be shared with or provided to Plaintiff or Plaintiff's Counsel unless necessary to ensure
25 Plaintiff's Counsel's ability to fulfill any obligations associated with this Settlement.

26 I. Funding and Allocation of the Gross Settlement Fund. Defendant is required
27 to pay the Gross Settlement Fund on or before the Funding Date.
28

1 1. Calculation of Individual Payments to the Aggrieved Employees. Using
2 the Employee Data, the Settlement Administrator shall total the Pay Periods worked by each
3 Aggrieved Employee during the PAGA Period. Each Aggrieved Employee who is a former
4 employee shall then be credited with one additional pay period. The respective Pay Periods
5 attributed to each Aggrieved Employee will be divided by the total Pay Periods worked by
6 Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved
7 Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by
8 the Net Settlement Fund allocated to the Aggrieved Employee Payment to calculate each
9 Aggrieved Employee’s estimated share of the Aggrieved Employee Payment.

10 2. Allocation of Individual Aggrieved Employee Payments. For tax
11 purposes, each Aggrieved Employee's share of the Aggrieved Employee Payment shall be
12 allocated and treated 100% as penalties. The payments to Aggrieved Employees under this
13 Settlement shall not be subject to wage withholdings and shall be reported on IRS Form
14 1099s.

15 3. No Credit Toward Benefit Plans. Payments made to the Aggrieved
16 Employees under this Settlement Agreement, as well as any other payments made pursuant
17 to this Settlement Agreement, will not be utilized to calculate any additional benefits under
18 any benefit plans to which any Aggrieved Employee may be eligible, including, but not
19 limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
20 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’
21 intention that this Settlement Agreement will not affect any rights, contributions, or amounts
22 to which any Aggrieved Employee may be entitled under any benefit plans.

23 4. Mailing. Payments to the Aggrieved Employees shall be mailed by the
24 Settlement Administrator via regular First-Class U.S. Mail to the Aggrieved Employees’ last
25 known mailing address no later than ten (10) business days after the Funding Date.

26 5. Expiration. Any checks issued the Aggrieved Employees shall remain
27 valid and negotiable for one hundred and eighty (180) days from the date of their issuance.
28 If an Aggrieved Employee does not cash his or her settlement check within 90 days, the

1 Settlement Administrator will send a letter to such persons, advising that the check will
2 expire after the 180th day, and invite that Aggrieved Employee to request reissuance in the
3 event the check was destroyed, lost or misplaced. In the event any individual Aggrieved
4 Employee Payment check has not been cashed within one hundred and eighty (180) days,
5 all funds represented by such uncashed checks, plus any interest accrued thereon (if any),
6 shall be transmitted to the Controller of the State of California, Unclaimed Property
7 Division, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500
8 *et seq.*, in the names and corresponding amounts associated with each Aggrieved Employee
9 whose check(s) are cancelled.

10 6. LWDA Payment. The Settlement Administrator shall transmit the
11 LWDA Payment to the LWDA as one lump sum payment, and, if by check, via certified
12 mail return receipt requested to Plaintiff's Counsel, within ten (10) business days of the
13 Funding Date.

14 7. Plaintiff's Counsel Award. Defendant understands a motion by
15 Plaintiff's Counsel will be filed for attorneys' fees not to exceed one-third of the Gross
16 Settlement Fund, currently estimated to be Thirty-One Thousand Six Hundred Sixty-Six
17 Dollars and Sixty-Seven Cents (\$31,666.67), plus costs and expenses supported by
18 declaration not to exceed Eighteen Thousand Dollars (\$18,000.00) to be paid from the Gross
19 Settlement Fund. Any portion of the requested Plaintiff's Counsel Award that is not awarded
20 to Plaintiff's Counsel shall be part of the Net Settlement Fund and shall be distributed to the
21 LWDA and the Aggrieved Employees as provided in this Agreement. The Settlement
22 Administrator shall distribute and pay the Plaintiff's Counsel Award to Plaintiff's Counsel
23 from the Gross Settlement Fund no later than ten (10) business days after the Funding Date.
24 Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on the
25 payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS
26 Form 1099-MISC to Plaintiff's Counsel for the payments made pursuant to this paragraph.
27 In the event that the Court reduces or does not approve the requested Plaintiff's Counsel
28

1 Award, Plaintiff and Plaintiff's Counsel shall not have the right to revoke the Settlement, or
2 to appeal such order, and the Settlement will remain binding.

3 8. Settlement Administration Costs. The Settlement Administrator shall
4 be paid for the costs of administration of the Settlement from the Gross Settlement Fund.
5 The estimate of the Settlement Administration Costs is \$2,750.00. The Settlement
6 Administrator shall be paid the Settlement Administration Costs no later than ten (10)
7 business days after the Funding Date.

8 9. Net Settlement Fund. Deducted from the Gross Settlement Fund are the
9 following: (1) \$31,666.67 for Plaintiff's Counsel's attorneys' fees, (2) up to \$18,000 for
10 Plaintiff's Counsel's reasonable litigation costs, and (3) \$2,750.00 for settlement
11 administration fees and costs. The Net Settlement Fund of \$42,583.33 will be allocated
12 pursuant to Labor Code Section 2699 as follows; 75% to the LWDA (\$31,937.50), and 25%
13 to the Aggrieved Employees (\$10,645.83).

14 J. Approval Motion. Plaintiff's Counsel and Plaintiff shall use best efforts to file
15 with the Court a Motion for Settlement Approval within forty-five (45) days following the
16 execution of this Agreement.

17 K. Notice of Settlement to LWDA. In connection with the Motion for Settlement
18 Approval, Plaintiff's Counsel shall submit this Agreement to the LWDA pursuant to
19 California Labor Code section 2699(1)(2) at the same time it is submitted in connection with
20 Plaintiff's Motion for Settlement Approval. Plaintiff's Counsel shall within ten (10)
21 business days after the entry of the judgment or order approving this Settlement, submit the
22 order approving the Settlement to the LWDA pursuant to California Labor Code section
23 2699(1)(3).

24 N. Review of Motion for Settlement Approval. Plaintiff's Counsel will provide
25 an opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
26 including the Order Granting Approval of the Settlement, before filing with the Court. The
27 Parties and their counsel will cooperate with each other and use their best efforts to affect
28 the Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

P. Stay of Proceedings. The Parties agree that the stay currently in effect in the Action shall be lifted only as necessary to implement and complete the Settlement.

Q. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

R. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibits.

S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

T. No Public Comment. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Plaintiff's Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiff Counsel's qualifications and experience. Further, Plaintiff's Counsel will not include, reference or use the Settlement Agreement for any

1 marketing or promotional purposes, either before or after the Motion for Settlement
2 Approval is filed.

3 U. Binding on Successors and Assigns. This Agreement shall be binding upon,
4 and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

5 V. California Law Governs. All terms of this Agreement and its Exhibits and any
6 disputes shall be governed by and interpreted according to the laws of the State of California.

7 W. Counterparts. This Agreement may be executed in one or more counterparts.
8 All executed counterparts and each of them shall be deemed to be one and the same
9 instrument provided that counsel for the Parties to this Agreement shall exchange among
10 themselves copies or originals of the signed counterparts.

11 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
12 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at
13 this Settlement after extensive, non-collusive arms-length negotiations, taking into account
14 all relevant factors, present and potential.

15 Y. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure
16 section 664.6, the Parties agree that the Court shall retain jurisdiction with respect to the
17 interpretation, implementation and enforcement of the terms of this Agreement and all orders
18 and judgments entered in connection therewith, and the Parties and their counsel submit to
19 the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the
20 settlement and all orders and judgments entered in connection with this Agreement.

21 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement
22 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this
24 Agreement valid and enforceable.

25 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim
26 that the Released PAGA Claims have merit and give rise to liability on the part of Defendant.
27 Defendant claims that the Released PAGA Claims have no merit and do not give rise to
28 liability. This Agreement is a compromise of disputed claims. Nothing contained in this

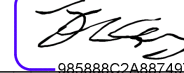
Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorneys' fees and costs.

BB. Individual Settlement Agreement. The Parties have separately entered into an individual settlement agreement and general release for the individual claims for damages and penalties that are outside the scope of the PAGA Settlement for Plaintiff. Plaintiff shall separately receive payment from Defendant in accordance with a separate individual settlement agreement, which shall be confidential, except to the extent that disclosure of such individual settlement agreement is necessary in order to secure the Court's approval of this Agreement.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 7/22/2025

Signed by:



085888C2A887497...

JOSHUA CALEB COLEY

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: July 17, 2025



THE ARTIST TREE, LLC

Avi Kahan

Printed Name

Manager

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: 7/21/2025

MOON LAW GROUP PC

Signed by:

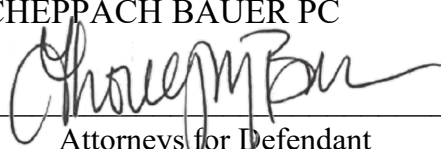
Christopher Garcia

5042CE9C194A429

4 By: _____
5 Attorneys for the Plaintiff and the Aggrieved
6 Employees

7
8 DATED: July 17, 2025

SCHEPPACH BAUER PC

9 By: 
10 Attorneys for Defendant

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EXHIBIT “A”

NOTICE OF PAGA SETTLEMENT

Coley v. The Artist Tree, LLC, et al.

Los Angeles Superior Court, Case No. 22STCV16113

<<FirstName>> <<LastName>>

<<Address1>> <<Address2>>

<<City>> <<State>> <<Zip>>

You are a member of a Court-approved settlement. You received this notice because a lawsuit filed in the Los Angeles County Superior Court entitled *Coley v. The Artist Tree, LLC, et al.*, Case No. 22STCV16113 (“Action”) has settled. The plaintiff, Joshua Caleb Coley (“Plaintiff”) brought the Action against The Artist Tree, LLC (“Defendant”) and others pursuant to the Private Attorney General Act, Labor Code § 2698 *et seq.* (“PAGA”) in his representative capacity on behalf of the State of California, and behalf of all current and former employees who worked for Defendant as non-exempt employees in California (“Aggrieved Employees”) from May 13, 2021, through and including September 1, 2024 (“PAGA Period”). Based on Company records, you are such an employee and you are entitled to a share of the settlement proceeds.

The Action sought civil penalties on behalf of the State of California and the Aggrieved Employees for alleged California Labor Code violations that occurred during the PAGA Period. The Agreement releases all PAGA claims in the operative Complaint, or that could have been asserted based on the facts alleged in the operative Complaint, during the PAGA Period. The operative Complaint and Plaintiff’s notices to the LWDA allege violations of Labor Code Sections §§ 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and applicable Industrial Welfare Commission Wage Orders, all pursuant to PAGA.

The release provided by the Settlement is limited to claims and remedies available under PAGA and does not release any non-PAGA personal claims. It also does not release claims outside of the PAGA Period. Defendant denies all claims, allegations and liabilities arising out of the Action. Further, Defendant asserts that it fully complied with all applicable California Labor Code provisions at all times during the PAGA Period. Nevertheless, to avoid further time and expense defending the Action, Defendant has settled the case, and the Court has approved the settlement and release of claims. By settling the Action, Defendant is not admitting any liability or wrongdoing.

Enclosed with this Notice is a check representing your share of the settlement. The settlement sum is \$95,000. Deducted from this amount are the following: (1) \$31,666.67 for Plaintiff’s Counsel’s attorneys’ fees, (2) \$18,000 for Plaintiff’s Counsel’s reasonable litigation costs, and (3) \$2,750.00 for settlement administration fees and costs. The net settlement amount of \$42,583.33 will be allocated pursuant to Labor Code Section 2699 as follows; 75% to the LWDA (\$31,937.50), and 25% to the Aggrieved Employees (\$10,645.83). You will be issued a Form 1099 for your share of the settlement, which has been calculated based on the number of biweekly payroll periods you worked during the PAGA Period in relation to the total pay periods worked by all Aggrieved Employees during the PAGA Period. Your settlement check will remain valid for 180 days. Your decision to cash the enclosed check will have no bearing on your employment with The Artist Tree, LLC or the release provide by the settlement.

Please Note: One hundred percent (100%) of your individual PAGA payment under this settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write Simpluris at the number listed below:

[Admin Name]

P.O. Box _____

Telephone: _____

[admin signature block]

EXHIBIT “B”

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 JOHN M. SCHEPPACH (BAR NO. 240633)
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 Phone: (949) 209-8880
 Fax: (949) 358-7884

Attorneys for Defendants THE ARTIST TREE, LLC;
 THE ARTIST TREE V, LLC; THE ARTIST TREE
 IVA, LLC; THE ARTIST TREE MANAGEMENT,
 LLC; and THE ARTIST TREE HOLDINGS, LLC

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 Facsimile: (213) 232-3125

Attorneys for Claimant JOSHUA CALEB COLEY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSHUA CALEB COLEY, individually,
 and on behalf of all others similarly situated,

Plaintiff,

v.

THE ARTIST TREE, LLC, a limited
 liability company; THE ARTIST TREE IV,
 LLC, a limited liability company; THE
 ARTIST TREE V, LLC, a limited liability
 company; THE ARTIST TREE IVA, LLC,
 a limited liability company; THE ARTIST
 TREE MANAGEMENT, LLC, a limited
 liability company; THE ARTIST TREE
 HOLDINGS, LLC, a limited liability
 company; and Does 1 through 10, inclusive,

Defendants.

Case No. 22STCV16113

Assigned for all purposes to:
 Hon. Lia Martin, Dept. 3

**[PROPOSED] ORDER GRANTING
 APPROVAL OF PAGA SETTLEMENT
 AND ENTERING JUDGMENT**

Date:
 Time:
 Dept.: 3

Complaint Filed: May 13, 2022
 Trial Date: None Set

ORDER GRANTING APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT

This matter came on for hearing on [REDACTED] in Department 16 of the above-captioned court on the unopposed Motion for Approval of PAGA Settlement.

Having considered the Stipulation of Settlement of PAGA Action and Release of PAGA Claims (the "Settlement Agreement" or "Settlement") which is attached as Exhibit [REDACTED] to the Declaration of Christopher Garcia in Support of Plaintiff's Motion for Approval of PAGA Settlement (ROA No. [REDACTED]), filed on [REDACTED]; having reviewed the Notice of PAGA Settlement, which is attached to this Order Granting Approval of PAGA Settlement and Entering Judgment as Exhibit 1; having conducted a hearing regarding whether the Settlement should be granted approval; having considered the submissions filed by the respective Parties; and good cause appearing therefor, the Court **HEREBY ORDERS, ADJUDGES AND DECREES**, as follows:

1. The Court has jurisdiction over Plaintiff Joshua Caleb Coley and Defendant The Artist Tree, LLC and the subject matter of the action;

2. The Court hereby **GRANTS** approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition of the Aggrieved Employees and PAGA Period, as state below. The Court finds that the Settlement terms are fair, reasonable, and adequate in light of the purposes of the Private Attorneys General Act of 2004 ("PAGA").

3. The following definitions, as provided in the Settlement, shall apply herein:

a. **"Aggrieved Employees"** shall mean and include all of Defendant's current and former non-exempt employees who worked for Defendant as non-exempt employees in California from May 13, 2021 through and including September 1, 2024.

b. **"Complaint"** means the Second Amended Complaint filed in this Action on [REDACTED], and all of its exhibits.

c. **"PAGA Period"** means the period of May 13, 2021, through and including September 1, 2024.

1 d. **“Released PAGA Claims”** means a release of claims for civil
2 penalties under PAGA, and associated costs and attorneys’ fees, which are alleged in the
3 Complaint, or which could have been alleged based on the facts and allegations in the
4 Complaint, during the PAGA Period. The Released PAGA Claims include, for example,
5 PAGA claims for: off-the-clock work; unpaid minimum wages; unpaid straight-time
6 wages; unpaid overtime wages; unpaid double-time wages; failure to provide legally-
7 compliant meal periods; failure to provide legally-compliant rest breaks; failure to pay
8 meal period premiums and/or failure to pay meal period premiums at the correct rate;
9 failure to pay rest break premiums and/or failure to pay rest break premiums at the correct
10 rate; failure to maintain accurate records of all meal periods taken or missed; failure to
11 provide accurate itemized wage statements; failure to properly calculate the regular rate of
12 pay and/or to include nondiscretionary bonuses in the regular rate of pay and/or improper
13 calculation of the regular rate of pay for purposes of overtime, double-time, sick pay, meal
14 period premiums, and rest period premiums, or any derivative claims arising therefrom;
15 failure to reimburse business expenses; failure to pay unpaid accrued vacation wages at
16 termination; failure to maintain accurate records of hours worked; failure to provide
17 suitable seating; failure to timely pay wages during employment; and failure to pay all
18 wages due at termination of employment, and including all claims arising under PAGA
19 based on violations of Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 226,
20 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802,
21 and the corresponding I.W.C. Wage Orders.

22 e. **“Released Parties”** shall mean The Artist Tree, LLC, The Artist Tree
23 V, LLC, The Artist Tree IVA, LLC, The Artist Tree Management, LLC, and The Artist
24 Tree Holdings, LLC, and each of their respective affiliates, parents, subsidiaries,
25 predecessors, successors, assigns, owners, shareholders, members, officers, directors,
26 employees, attorneys, and agents.

27 4. The Court hereby grants approval of the Settlement as fair, reasonable and
28 adequate.

5. The Court approves the non-reversionary settlement amount of \$95,000.00, which is the “Gross Settlement Fund” established to fund the Settlement.

6. The Court approves the payment for Settlement Administration Costs incurred by Simpluris, Inc. in the amount of \$2,750.00, to be paid from the Gross Settlement Fund as provided in the Settlement Agreement.

7. The Court approves the payment of \$_____ to the California Labor & Workforce Development Agency (“LWDA”) to be paid from the Gross Settlement Amount.

8. The Court approves the payment of attorneys’ fees to Plaintiff’s Counsel in the amount of \$31,666.67, and awards and additional \$_____ for costs and expenses to be paid from the Gross Settlement Fund as provided in the Settlement Agreement.

9. The Court hereby directs Defendants to fund the Settlement in accordance with the terms of, and by the deadlines supplied in, the Settlement.

10. The Court has determined that the Notice of PAGA Settlement is sufficient to inform the Aggrieved Employees of the material elements of the Settlement, constitutes the best notice practicable under the circumstances, and is hereby approved.

11. The Court hereby directs the Settlement Administrator to make all disbursements in accordance with the terms of, and by the deadlines supplied in, the Settlement Agreement.

12. As set forth in the Settlement Agreement, the Settlement Administrator will prepare and mail settlement checks for each Aggrieved Employee in the amount of his or her share of the Aggrieved Employee Payment, along with a copy of the Notice of PAGA Settlement attached to this Order as **Exhibit 1**. The checks to Aggrieved Employees will indicate on their face that they are void if not negotiated within one hundred and eighty (180) days of their issuance. In the event a settlement check is returned to the Settlement Administrator with a forwarding address, the settlement check will be forwarded to the forwarding address. In the event a settlement check is returned to the Settlement Administrator without a forwarding address or is otherwise undeliverable, the Settlement

1 Administrator will use reasonable efforts to search for a better address and re-mail the
2 returned check, if possible. If the search does not provide a better address, or the settlement
3 check is ultimately returned without a forwarding address, neither Defendant, Plaintiff's
4 Counsel or the Settlement Administrator shall be required to take further action to achieve
5 delivery of the check to the Aggrieved Employee.

6 13. Any monies not able to be delivered to an Aggrieved Employee and any
7 settlement checks not cashed within one hundred and eighty (180) days of issuance will
8 escheat to the California State Controller, Unclaimed Property Division, in the name of the
9 corresponding Aggrieved Employee.

10 14. Upon the execution of this Order Granting Approval of PAGA Settlement
11 and Entering Judgment, all Aggrieved Employees will be deemed to have released the
12 Released Parties from the Released PAGA Claims, as set forth in the Settlement
13 Agreement.

14 15. Neither this Order nor the Settlement shall constitute an admission by
15 Defendant of any liability or wrongdoing whatsoever, nor is this Order a finding of the
16 validity or invalidity of any claims in the action or a finding of wrongdoing by Defendant
17 herein.

18 16. Each Party will bear its own attorneys' fees and costs, except as provided for
19 in the Settlement and this Order.

20 17. By signing and filing this Order Granting Final Approval, the Court decrees
21 that the Aggrieved Employees and the LWDA shall be conclusively deemed to have
22 released and forever discharged the Released Parties from all Released PAGA Claims.

23 18. Without affecting the finality of this Order in any way, the Court reserves
24 exclusive and continuing jurisdiction over the action for purposes of supervising the
25 implementation, enforcement (CCP § 664.6), construction, administration and effectuation
26 of the Settlement.

27 19. The Court hereby sets a final accounting hearing on _____, at
28 _____, in Department 3. Plaintiff shall file a Final Compliance Status Report no later

1 than five (5) court days before said hearing. The Final Compliance Status Report shall
2 apprise the Court of the status of the distribution of the settlement proceeds.

3 20. Notice of this executed Order shall be posted on the Settlement
4 Administrator's website and may be removed after the completion of the final accounting
5 hearing.

6 21. Plaintiff shall submit a copy of this executed order to the LWDA within ten
7 (10) calendar days after it is entered by the Court.

8 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

9
10 Dated: _____

Judge of the Superior Court of California