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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

EVELYN ARMIDA SCHOTCH, an
individual and on behalf of all similarly
situated individuals,

Plaintiff,

v.

MVN PRODUCTIONS, LLC, a California
company; MVN ENTERPRISES, LLC, a
California company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 25STCV18848

*[Assigned for all purposes to the
Hon. Samantha Jessner, Dept. 7]*

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: June 26, 2025
Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
between plaintiff Evelyn Armida Schotch (“Plaintiff”) and defendants MVN Productions, LLC

and MVN Enterprises, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants, captioned *Schotch v. MV Productions, LLC, et al.*, Case No. 25STCV18848, initiated on June 26, 2025, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means APEX Class Action Administration (“APEX”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Settlement Class” means all individuals employed by Defendant as non-exempt, hourly-paid employees in the State of California at any time between June 26, 2021 through May 24, 2026.

1.5. “Aggrieved Employees” means all persons employed by Defendants in California and classified as a non-exempt, hourly-paid employee who worked for Defendants during the PAGA Period (i.e. February 6, 2024 through May 24, 2026).

1.6. “Class Counsel” means Akhavan & Associates.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either

a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from June 26, 2021 through May 24, 2026.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means named defendants MVN Productions, LLC and MVN Enterprises, LLC.

1.17. “Defense Counsel” means Katherine E. Clarke and Michael N. Garcia of Dunn Desantis Walt & Kendrick, LLP.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$455,000.00 (Four Hundred and Fifty-Five Thousand, Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay payment of Claims Administration Expenses, Class Counsel Fees and Cost Award, Class and PAGA Representatives Service Awards, employee side employment taxes, and the PAGA Payment to the State of California and the Aggrieved Employees.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Payment of Claims Administration Expenses, Class Counsel Fees and Cost Award, Class and PAGA Representatives Service Awards, and the PAGA Payment to the State of California and the Aggrieved Employees. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the

Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.31. “PAGA Period” means the period February 6, 2024 through May 24, 2026.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.33. “PAGA Notice” means Plaintiff’s February 6, 2025 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$21,000.00) and the 65% to the LWDA (\$39,000.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Evelyn Armida Schotch the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendants, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On February 6, 2025, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations.

2.2. On June 26, 2025, Plaintiff commenced this Class Action by filing a complaint against Defendants for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to pay wages; failure to indemnify; violation of Labor Code §227.3; PAGA; and unfair competition (“Class Action”).

2.3. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.4. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for 10% of Class Members through mediation; (b) a class list of hire dates, termination dates, and rates of pay for all Class Members; (c) wage and hour policy documents; and (d) all documents pertaining to Plaintiff available to Defendants.

2.5. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.6. On February 24, 2026, the Parties participated in an all-day mediation presided over by Katherine J. Edwards. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.7. The Court has not granted class certification.

2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay \$455,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less

1 than the amount requested, the Administrator will retain the remainder in the Net
2 Settlement Amount. The Administrator will pay the Class Representative Service
3 Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for
4 employee taxes owed on the Class Representative Service Payment.

5 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of
6 the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
7 Agreement, is currently estimated to be \$151,666.67 and a Class Counsel Litigation
8 Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests
9 for this payment provided it does not exceed these amounts. Plaintiff and/or Class
10 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
11 Litigation Expenses Payment no later than sixteen (16) days prior to the Final Approval
12 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
13 Litigation Expenses Payment less than the amounts requested, the Administrator will
14 allocate the remainder to the Net Settlement Amount. Released Parties shall have no
15 liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any
16 portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
17 Payment. The Administrator will pay the Class Counsel Fees Payment and Class
18 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
19 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and
20 the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and
21 indemnifies Defendants, from any dispute or controversy regarding any division or
22 sharing of any of these Payments. There will be no additional charge of any kind to
23 either the Settlement Class Members or request for additional consideration from
24 Defendants for such work unless, Defendants materially breach this Agreement,
25 including any term regarding funding, and further efforts are necessary from Class
26 Counsel to remedy said breach, including, without limitation, moving the Court to
27 enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs
28 and expenses in amounts that are less than the amounts provided for herein, then the

unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,250.00, currently quoted at \$6,250.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$60,000.00 to be paid from the Gross Settlement Amount, with 65% (\$39,000.00) allocated to the LWDA PAGA Payment and 35% (\$21,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$21,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 247 Class Members who collectively worked a total of 16,749 Workweeks, and 133 of Aggrieved Employees who worked a total of 3,255 PAGA Pay Periods.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount in two equal payments. The first payment will be made within thirty (30) days of the Court's Final Approval of the Gross Settlement Amount. The second payment will be made on or before December 31, 2026.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding

1 address. Within 7 days of receiving a returned check the Administrator must re-mail
2 checks to the USPS forwarding address provided or to an address ascertained through
3 the Class Member Address Search. The Administrator need not take further steps to
4 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
5 The Administrator shall promptly send a replacement check to any Class Member whose
6 original check was lost or misplaced, requested by the Class Member prior to the void
7 date.

8 4.4.3. For any Class Member whose Individual Class Payment check or Individual
9 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
10 shall transmit the funds represented by such checks to the California Controller's Office,
11 Unclaimed Property Fund.

12 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
13 not obligate Defendants to confer any additional benefits or make any additional
14 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
15 specified in this Agreement.

16 **5. RELEASE OF CLAIMS**

17 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
18 and on the date when Defendants fully fund the entire Gross Settlement Amount and separately
19 fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
20 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
21 follows:

22 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses,
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
24 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
25 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
26 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
27 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
28 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to

1 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
2 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
3 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
4 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
5 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
6 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

7 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
8 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
9 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
10 which reads:

11 A general release does not extend to claims that the creditor or releasing party does not
12 know or suspect to exist in his or her favor at the time of executing the release, and that
13 if known by him or her would have materially affected his or her settlement with the
14 debtor or Released Party.

15 5.2. Release by Participating Class Members: For the duration of the Class Period, all
16 Participating Class Members, on behalf of themselves and their respective former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
18 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
19 facts stated in the Operative Complaint including: (1) failure to pay overtime wages; (2) failure
20 to pay minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4)
21 failure to provide compliant rest periods, or compensation in lieu thereof; (5) waiting time
22 penalties; (6) wage statement violations; (7) failure to pay wages when due during employment
23 and at separation; (8) failure to reimburse necessary business expenses; (9) violation of California
24 Labor Code § 227.3; (10) PAGA arising out of the Labor Code violations; and (11) violations of
25 California's unfair competition law referenced in the Operative Complaint.

26 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
27 release any other claims, including claims for vested benefits, wrongful termination, violation of
28 the Fair Employment and Housing Act, unemployment insurance, disability, social security,

workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all 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 facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL

Class Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and with the Court all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class

Members and the Administrator.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected APEX to serve as the Administrator and verified that, as a condition of appointment, APEX agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

1 7.4. Notice to Class Members

2 7.4.1. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the
4 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
5 Class Data.

6 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
7 days after receiving the Class Data, the Administrator will send to all Class Members
8 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
9 the Class Notice with Spanish translation, substantially in the form attached to this
10 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
11 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
12 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
13 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
14 update Class Member addresses using the National Change of Address database.

15 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
16 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
17 using any forwarding address provided by the USPS. If the USPS does not provide a
18 forwarding address, the Administrator shall conduct a Class Member Address Search,
19 and re-mail the Class Notice to the most current address obtained. The Administrator
20 has no obligation to make further attempts to locate or send Class Notice to Class
21 Members whose Class Notice is returned by the USPS a second time.

22 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
23 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
24 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
25 notice is re-mailed. The Administrator will inform the Class Member of the extended
26 deadline with the re-mailed Class Notice.

27 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
28 discovers any persons who believe they should have been included in the Class Data

and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline. Settlement Class Members who submit a timely request to opt-out within 45 days of the mailing will not participate in the class portion of this settlement, will not be bound by the Class Release, will not be bound by the terms the final judgment of class claims, and will not receive any portion of the Class Settlement Allocation. However, Settlement Class members that opt-out of the Settlement will be bound by the PAGA Release and will be entitled to receive their pro rata share of the PAGA Payment.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the

1 authenticity of a Request for Exclusion, the Administrator may demand additional proof
2 of the Class Member's identity. The Administrator's determination of authenticity shall
3 be final and not appealable or otherwise susceptible to challenge.

4 7.5.3. Every Class Member who does not submit a timely and valid Request for
5 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
6 to all benefits and bound by all terms and conditions of the Settlement, including the
7 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
8 regardless whether the Participating Class Member actually receives the Class Notice
9 or objects to the Settlement.

10 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
11 Non-Participating Class Member and shall not receive an Individual Class Payment or
12 have the right to object to the class action components of the Settlement. Because future
13 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
14 Participating Class Members who are Aggrieved Employees are deemed to release the
15 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
16 PAGA Payment.

17 7.5.5. Any funds allocated to Class members who opted out will be added to the Net
18 Settlement Amount for distribution to the Participating Class Members.

19 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
20 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
21 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
22 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
23 the allocation by communicating with the Administrator via mail. The Administrator must
24 encourage the challenging Class Member to submit supporting documentation. In the absence
25 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
26 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
27 Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA
28 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The

1 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
2 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
3 determination the challenges.

4 7.7. Objections to Settlement

5 7.7.1. Only Participating Class Members may object to the class action components of
6 the Settlement and/or this Agreement, including contesting the fairness of the
7 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
8 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

9 7.7.2. Participating Class Members may send written objections to the Administrator, by
10 mail. In the alternative, Participating Class Members may appear in Court (or hire an
11 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
12 A Participating Class Member who elects to send a written objection to the
13 Administrator must do so not later than 45 days after the Administrator's mailing of the
14 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
15 mailed).

16 7.7.3. Non-Participating Class Members have no right to object to any of the class action
17 components of the Settlement.

18 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
19 performed or observed by the Administrator contained in this Agreement or otherwise.

20 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
21 and use an internet website to post information of interest to Class Members including
22 the date, time and location for the Final Approval Hearing and copies of the Settlement
23 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
24 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
25 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
26 the Final Approval and the Judgment. The Administrator will also maintain and monitor
27 an email address and a toll-free telephone number to receive Class Member calls and
28 emails.

1 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
3 Not later than 5 days after the expiration of the deadline for submitting Requests for
4 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
5 containing (a) the names and other identifying information of Class Members who have
6 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
7 other identifying information of Class Members who have submitted invalid Requests
8 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
9 (whether valid or invalid).

10 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
11 reports to Class Counsel and Defense Counsel that, among other things, tally the number
12 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
13 Exclusion (whether valid or invalid) received, objections received, challenges to
14 Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for
15 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
16 Weekly Reports must include provide the Administrator’s assessment of the validity of
17 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
18 received.

19 7.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the
20 authority to address and make final decisions consistent with the terms of this
21 Agreement on all Class Member challenges over the calculation of Workweeks and/or
22 PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or
23 otherwise susceptible to challenge.

24 7.8.5. Administrator’s Declaration. Not later than fourteen days before the date by which
25 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
26 Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable
27 for filing in Court attesting to its due diligence and compliance with all of its obligations
28 under this Agreement, including, but not limited to, its mailing of Class Notice, the

Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 247 Class Members and 16,749 Total Workweeks during the Class Period and (2) there are 133 Aggrieved Employees who worked 3,255 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendants represent that there are no more than 16,749 Workweeks worked during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10%, or totals over 18,423 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 18,423 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount of \$455,000.00 by 16,749, which amounts to a Workweek Value of \$27.16. Thus, for example, should there be 19,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$15,671.31 (19,000

Workweeks – 18,423 Workweeks) x \$27.16 per Workweek.

9. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided however, Defendant will remain responsible for paying all Administration Expenses Payments incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days within learning this information; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL**

Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation

1 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for
2 alleged wrongful termination, shall not constitute a material modification to the Agreement
3 within the meaning of this paragraph.

4 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
5 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
6 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
7 and (iii) addressing such post-Judgment matters as are permitted by law.

8 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
10 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
11 respective counsel, and all Participating Class Members who did not object to the Settlement as
12 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
13 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
14 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
15 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
16 Parties' obligations to perform under this Agreement will be suspended until such time as the
17 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
18 the amount of the Net Settlement Amount.

19 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
21 modification of this Agreement (including, but not limited to, the scope of release to be granted
22 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
23 expeditiously work together in good faith to address the appellate court's concerns and to obtain
24 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
25 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
26 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
27 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
28 as long as the Gross Settlement Amount remains unchanged

11. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or

1 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
2 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
3 conversation or other communication, before the filing of the Motion for Preliminary Approval,
4 any with third party regarding this Agreement or the matters giving rise to this Agreement except
5 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
6 restrict Class Counsel’s communications with Class Members in accordance with Class
7 Counsel’s ethical obligations owed to Class Members.

8 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
9 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
10 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
11 ability to communicate with Class Members in accordance with Class Counsel’s ethical
12 obligations owed to Class Members.

13 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
14 together with its attached exhibits shall constitute the entire agreement between the Parties
15 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
16 inducements made to or by any Party.

17 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
19 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
20 its terms, and to execute any other documents reasonably required to effectuate the terms of this
21 Agreement including any amendments to this Agreement.

22 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
24 Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of a mediator and/or the Court for resolution.

12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code

§1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants’ Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:


Evelyn Armida Schotch (Apr 27, 2026 16:08:08 PDT)

Plaintiff, Evelyn Armida Schotch

For Defendant, MVN Productions, LLC

Jason Ainsworth

DocuSigned by:



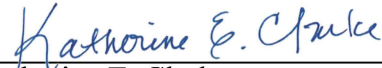
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For Defendant, MVN Enterprises, LLC

AGREED AS TO FORM ONLY:



Bardia A. Akhavan
Counsel for Plaintiff



Katherine E. Clarke
Counsel for Defendants

EXHIBIT A

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

Schotch v. MVN Productions, LLC, et al.

(County of Los Angeles, California Superior Court Case No. 25STCV18848)

As an hourly, non-exempt employee who works or worked for MVN Productions, LLC and MVN Enterprises, LLC, in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of MVN Productions, LLC and MVN Enterprises, LLC, (collectively as “Defendants”) show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all current and former non-exempt, hourly-paid employees who worked in California for Defendants at any time from June 26, 2021 through May 24, 2026.

The settlement is to resolve a class action lawsuit, *Schotch v. MVN Productions, LLC, et al.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 25STCV18848) (the “Lawsuit”), alleging, among other things, claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to pay wages when due during employment and at separation; (8) failure to reimburse necessary business expenses; (9) violation of California Labor Code § 227.3; (10) PAGA arising out of the Labor Code violations; and (11) violations of California’s unfair competition law.

- On [REDACTED], Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	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).
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from February 6, 2024 through May 24, 2026 ("PAGA Period") as an hourly, non-exempt employee for Defendants in California as well,

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED] about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED], 2026 at [REDACTED] : [REDACTED] .m.] in Department 7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED] : [REDACTED] .m. on [REDACTED], 2026, in the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 7. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant as an hourly, non-exempt employee in California during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Evelyn Schotch was an hourly, non-exempt employee of Defendants. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendants’ alleged violation of (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to pay wages when due during employment and at separation; (8) failure to reimburse necessary business expenses; (9) violation of California Labor Code § 227.3; (10) PAGA arising out of the Labor Code violations; and (11) violations of California’s unfair competition law.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Defendants deny all the allegations made by Plaintiff and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$455,000.00. The Gross Settlement includes: (1) Administration Costs, (2) a service award of up to \$7,5000 to Evelyn Armida Schotch for her time and effort in pursuing this case; (3) up to 33.33% of the Gross Settlement Amount in attorneys' fees which amounts to \$151,666.67; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$60,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent (65%) of the amount allocated toward PAGA, or \$39,000.00, will be paid to the LWDA and thirty-five percent (35%), or \$21,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Defendants represent that there are no more than 16,749 Workweeks from June 26, 2021 through May 24, 2026. In the event the number of Workweeks during the Class Period increases by more than 10%, or totals over 18,423 Workweeks, then Defendants may elect between the following two options: Option 1: the Gross Settlement Amount shall increase proportionally by the number of workweeks worked in excess of 10% (for example, if the final number of total workweeks for the Class Period increases by 11% over 18,423 workweeks, the Gross Settlement Amount shall increase by 1%). Option 2: Defendants may elect to end the Class Period and PAGA Period to the date on which the total number of workweeks reaches 18,423 workweeks (e.g., 10% above the number of workweeks referenced in the first sentence of this paragraph). Defendant shall select an option prior to finalizing the long-form Settlement Agreement.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, individuals who were employed by Defendant between February 6, 2024 through May 24, 2026 (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$60,000.00, allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee between February 6, 2024 through May 24, 2026 (*i.e.*, the PAGA Period).

Defendants' records indicate that you worked [REDACTED] Workweeks as an hourly, non-exempt employee in California during the Class Period and [REDACTED] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award].

Tax Reporting

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Payments to Class Members as PAGA Payments shall be designated as penalties. All other payments to Class Members from the Net Settlement Amount shall be designated 20% as wages and 80% as penalties and interest. The Settlement Administrator will be responsible for issuing a form W-2 to each Class Member for the amount each receives for unpaid “wages” and any IRS Form 1099s required by law. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the State Controller’s Office, Unclaimed Property Division, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from all claims that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint including: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide and maintain accurate records; (7) failure to pay wages when due during employment and at separation; (8) violations of California’s unfair competition law; and (9) PAGA.

For the duration of the PAGA Period, all 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 facts stated in the Operative Complaint and the PAGA Notice, including, all claims asserted in the PAGA Notice and also alleged in the Operative Complaint, for PAGA civil penalties for failure to pay

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, waiting time penalties, wage statement violations, failure to timely pay wages, failure to indemnify and unfair competition as specifically contained in Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.8, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5.

“Released Parties” shall mean Defendants and all of their present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, members, employees, agents, attorneys, insurers, successors, and assignees.

Option 2 – Opt Out of the Settlement

In order to opt out of the Settlement, the Class Member must timely submit by mail, an opt-request request to the Settlement Administrator by the Response Deadline. The opt-out request should state your name, address, telephone number, last four digits of your social security number, and signature, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date and fax, email or mail your written request for exclusion to the address below.

[Settlement Agreement]

[Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don’t submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for _____, 2026 at ____ : ____ .m. in the Department 7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, and

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orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at [REDACTED]. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

AKHAVAN & ASSOCIATES

Bardia A. Akhavan (SBN 316493)

bardia@baalaw.com

15760 Ventura Boulevard, Suite 1720

Encino, California 91436

Phone: (855) 463-4733

You may also visit the Settlement Administrator's website at [REDACTED] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at ____.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

If you lose or misplace your settlement check before cashing it, the Administrator will replace it for you as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund.

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

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]