

Joanna Ghosh (SBN 272479)
Brian St. John (SBN 304112)
Erica Stepanian (SBN 362054)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

NICKY JAMES MALDONADO,
individually, and on behalf of other members
of the general public similarly situated;
EDITH ROJAS, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

MARAVILLA FOUNDATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV10424

Honorable William F. Highberger
Department 10

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: April 1, 2026
Time: 11:30 a.m.
Department: 10

Complaint Filed: May 9, 2023
FAC Filed: June 12, 2025
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger in Department 10 of
2 the Superior Court of the State of California, for the County of Los Angeles, on April 1, 2026, at
3 11:30 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiffs Nicky James Maldonado ("Plaintiff
5 Maldonado") and Edith Rojas ("Plaintiff Rojas") (together, "Plaintiffs"), individually and on
6 behalf of all others similarly situated and aggrieved employees and Malek & Malek Law Firm
7 appear as counsel for Defendant Maravilla Foundation ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**"
14 to the Declaration of Brian J. St. John in Support of Plaintiffs' Motion for Preliminary Approval
15 of Class Action Settlement. This is based on the Court's determination that the Settlement falls
16 within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the cases. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

28 4. The Court preliminarily finds that the Settlement, including the allocations for the

1 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
2 Service Payment, PAGA Penalties, Administration Expenses Payment, and payments to the
3 Participating Class Members and Aggrieved Employees provided thereby, appear to be within the
4 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
5 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the
6 Settlement and preliminarily finds that the monetary settlement awards made available to the Class
7 Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the
8 probable outcome of further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiffs individually and as the Class Representatives.

18 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
19 as follows:

20 All current and former hourly-paid or non-exempt employees of Defendant in
21 California employed during the Class Release Period.

22 7. The Court provisionally appoints Joanna Ghosh, Brian St. John, and Erica
23 Stepanian of Lawyers *for* Justice, PC as Class Counsel.

24 8. The Court provisionally appoints Plaintiff Nicky James Maldonado as the Class
25 Representative.

26 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM Group") to handle
27 the administration of the Settlement ("Administrator").

28 10. Within fifteen (15) calendar days after entry of the Preliminary Approval Order,

1 Defendant shall provide the Administrator with the following information about each Class
2 Member and PAGA Member: full name, last-known mailing address, telephone number, Social
3 Security number, dates of employment, and/or number of Workweeks worked as non-exempt or
4 hourly employees of Defendant during the Class Release Period and the PAGA Release Period for
5 each Class Member and PAGA Member (collectively referred to as the “Class Data”) in
6 conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action
8 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as
9 “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the manner set forth in
10 the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the
11 Class Members of all material elements of the Settlement, of Class Members’ right to be excluded
12 from the Class Settlement by submitting a Request for Exclusion, of Class Members’ and
13 Aggrieved Employees’ right to challenge the Workweek(s) and/or the Pay Period(s) credited to
14 each of them, and of each Participating Class Member’s right and opportunity to object to the Class
15 Settlement. The Court further finds that distribution of the Class Notice substantially in the manner
16 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in
17 the Settlement Agreement and this Order, meet the requirements of due process and shall constitute
18 due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator
19 to mail the Class Notice to all Class Members no later than fifteen (15) days after receiving the
20 Class Data from Defendant, pursuant to the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Class Members who wish
23 to exclude themselves (opt-out of) from the Class Settlement must send the Administrator, by mail,
24 a signed written Request for Exclusion no later than the sixty (60) days after the Administrator
25 mails the Class Notice (“Response Deadline”) (plus an additional fifteen (15) days for Class
26 Members whose Class Notice is re-mailed). Any Class Member who submits a Request for
27 Exclusion from the Class Settlement will not be a Participating Class Member and will not have
28 any right to object, appeal, or comment on the Class Settlement. Class Members who submit a

1 timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms
2 of this Agreement, any Court order approving the terms of the Class Settlement, and the Final
3 Approval Order and Judgment entered thereon. Aggrieved Employees will be bound by the
4 PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class
5 Settlement.

6 13. A Final Approval Hearing shall be held before this Court on _____,
7 2026 at _____ a.m./p.m. in Department 10 of the Superior Court of California for the County of
8 Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, to determine all
9 necessary matters concerning the Settlement, including: whether the proposed settlement of the
10 actions on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable
11 and should be finally approved by the Court; whether a judgment, as provided in the Settlement,
12 should be entered herein; whether the plan of allocation contained in the Settlement should be
13 approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and
14 determine whether to finally approve the requests for the Class Counsel Fees Payment, Class
15 Counsel Litigation Expenses Payment, Class Representative Enhancement Payment, PAGA
16 Representative Enhancement Payment and Administration Expenses Payment.

17 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
18 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
19 Service Payment, and Administration Expenses Payment, along with the appropriate declarations
20 and supporting evidence, including the Administrator's declaration,
21 by _____, 2026, to be heard at the Final Approval Hearing.

22 15. Only Class Members who do not request exclusion from the Class Settlement
23 ("Participating Class Members") may object to the Class Settlement by submitting an Objection
24 to the Administrator prior to the Response Deadline or by presenting their objection orally at the
25 Final Approval Hearing, regardless of whether they submitted a written Objection. The Objection
26 must be signed by the Participating Class Member and contain all information required by this
27 Settlement Agreement. A Participating Class Member who does not object prior to or at the Final
28 Approval Hearing will be deemed to have waived any objections and will be foreclosed from

1 making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the
2 Settlement.

3 16. The Settlement is not a concession or admission and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault or omission by
5 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
6 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
7 neither the Settlement, nor any document, statement, proceeding or conduct related to the
8 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
9 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
10 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
11 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or
12 to establish the existence of any condition constituting a violation of, or a non-compliance with
13 state, federal, local or other applicable law, except for legal proceedings concerning the
14 implementation, interpretation, or enforcement of the Settlement.

15 17. In the event the Settlement does not become effective in accordance with the terms
16 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
17 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
18 vacated, and the Parties shall revert back to their respective positions as of before entering into the
19 Settlement Agreement.

20 18. The Court reserves the right to adjourn or continue the date of the Final Approval
21 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
22 Members, and retains jurisdiction to consider all further applications arising out of or connected
23 with the Settlement.

24 **IT IS SO ORDERED.**

25
26 Dated: _____

By:

The Honorable William F. Highberger
Judge of the Superior Court

EXHIBIT A

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

*Nicky James Maldonado, et al. vs. Maravilla Foundation, Los Angeles County Superior Court,
Case No. 23STCV10424*

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

You may be eligible to receive money from an employee class action and PAGA lawsuit (“Action”) against Maravilla Foundation (“Maravilla” or “Defendant”) for alleged wage and hour violations. The Action was filed by a former Maravilla employee Nicky James Maldonado (“Plaintiff Maldonado”), and later amended to include former Maravilla employee Edith Rojas (“Plaintiff Rojas”) (collectively “Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Release Period (“Class” or “Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Release Period (“PAGA Members”). The time period from May 9, 2019 through either (a) April 18, 2025, or (b) if applicable, the Alternative End Date is referred to as the “Class Period” and the time period from March 14, 2024 through either (a) April 18, 2025, or (b) if applicable, the Alternative End Date, is referred to as the “PAGA Period.”

Defendant denies violating any laws or failing to pay any wages, overtime, or applicable Labor Code and Industrial Wage Commission Industrial Wage Order wages and all claims of the Action. So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits.

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

Based on Defendant’s records, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks during the PAGA Period**. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read

and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. You cannot opt out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by 	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by . See Section 4 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are former Defendant employees. On May 9, 2023, Plaintiff Maldonado filed a Class Action Complaint for Damages (“Class Complaint”) entitled *Nicky James Maldonado, et al. vs. Maravilla Foundation*, Case No. 23STCV10424. On June 30, 2025, Plaintiff Maldonado filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“First Amended Complaint”), thereby adding Edith Rojas as an additional plaintiff and adding a claim for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, et seq. (“PAGA”). The First Amended Complaint is the operative pleading in this matter. The Operative Complaint alleges that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to keep requisite payroll records, and failed to reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that give rise to civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs are represented by attorneys in the Action: Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Erica Stepanian of Lawyers *for* Justice (“Class Counsel.”)

Defendant denies violating any laws or failing to pay any wages, overtime, or applicable Labor

Code and Industrial Wage Commission Industrial Wage Order wages and contends it has complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant will Pay \$600,000.00 as the Gross Settlement Amount (Gross Settlement). Maravilla has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Plaintiffs’ Enhancement Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Maravilla will fund the Gross Settlement not more than 5 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court-Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$200,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and actual costs for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$15,000.00 total (i.e., \$7,500.00 to each Plaintiff Maldonado and Plaintiff Rojas) as Enhancement Awards for filing the Action, working with Class

Counsel and representing the Class. The Enhancement Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

- C. Up to \$8,500.00 to the Administrator for services administering the Settlement.
- D. Up to \$75,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments (the "Net PAGA Amount") to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Distributed to Class Members and PAGA Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members and PAGA Members based on their Class Period Workweeks and PAGA Period Workweeks, respectively. Only Participating Class Members who do not validly request exclusion from the Settlement, will be paid settlement payments as a member of a class.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class and PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-

out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. Any Class Member who has a written settlement agreement and release of claims with Defendant of claims under the California Labor Code and any California Wage Order and any other claim, who was represented by counsel, is excluded from the Class Settlement. The Request for Exclusion should state in words to this effect:

“I WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT IN THE *NICKY JAMES MALDONADO, ET AL. V. MARAVILLA FOUNDATION* LAWSUIT, LOS ANGELES SUPERIOR COURT CASE NO 23STCV10424. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT.”

The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, last four digits of your social security number, and a simple signed statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide on Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the

Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all certified class claims. The released class claims are the claims that were certified by the Court on XX.

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

The PAGA Members, including those who are also Participating and Non-Participating Class Members, will be bound by the following release:

Plaintiffs on behalf of the Labor & Workforce Development Agency ("LWDA") and all PAGA Members are deemed to release the Releasees from all claims to recover civil penalties, costs, expenses, attorneys' fees, or interest for any Labor Code or Wage Order violation that were alleged or could have been alleged based on the facts alleged in the Action, including the operative complaint and PAGA notice(s) to the LWDA, and any subsequently amended complaints or letters, which include claims to recover penalties against Defendant for its violations of California Labor code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and applicable Industrial Welfare Commission Wage Orders (including, inter alia, Nos. 4-2001 and 16-2001).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Share. The Administrator will calculate Individual Settlement Shares by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the PAGA Members' 35% share of PAGA Penalties (\$26,250.00) by the total number of Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's individual number of Pay Periods worked during the PAGA Period.

3. Workweek Disputes. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. If you wish to challenge the number of Workweeks and/or Pay Periods credited to you, you must submit a written challenge that must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks and/or PAGA Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) attach any documentation that they have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. You have until **Response Deadline** to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single Individual Class Payment check to every Participating Class Member, including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if applicable).
2. PAGA Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member, including PAGA Members who opt out of the Class Settlement (i.e., every Non-Participating Class Member). As noted above, an Individual Settlement Payment and Individual PAGA Payment will be combined into one check (if applicable).

Your check will be sent to the same address as this notice. If you change your address, be sure to notify the administrator as soon as possible. Section 9 of this notice has the administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

- (a) Class Members who wish to exclude themselves from the Class Settlement, must submit a written request to be excluded ("Request for Exclusion") to the Settlement

Administrator, postmarked on or before the Response Deadline., Any Request for Exclusion must include the full name, address, telephone number, last four digits of the Social Security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion should state in words to this effect:

“I WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT IN THE NICKY JAMES MALDONADO, ET AL. V. MARAVILLA FOUNDATION LAWSUIT, LOS ANGELES SUPERIOR COURT CASE NO 23STCV10424. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT.”

You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [Response Deadline], or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

If the Court grants Final Approval, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Class Payment, will not be bound by the release of Class Released Claims, and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 3 above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound by the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Any Settlement Class Member may object to the terms of the Settlement. Participating Class Members may object to the Class Settlement by submitting a written notice of objection (“Objection”) to the Settlement Administrator, by mail, of his/her/their objection, which must be postmarked by [Response Deadline], which must include: the full name, address, telephone number, dates of employment with Defendant of the Objecting Settlement Class Member, the case name and number of the Class Action (*Nicky James Maldonado, et al. vs. Maravilla Foundation*, Case No. 23STCV10424), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his/her/their counsel.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [redacted] at (time) in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval Hearing, the judge will decide whether to grant Final

Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacc.lacourt.org/>). Check the Court's website

<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [redacted] (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV10424. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

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

Class Counsel:

Arby Aiwarzian
Joanna Ghosh
Brian J. St. John
Erica Stepanian
LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021
arby@calljustice.com
joanna@calljustice.com
brian@calljustice.com
erica@calljustice.com

Settlement Administrator:

Name of Company:

Email Address: [redacted] **emailing address**

Mailing Address: [redacted] **mailing address**

Telephone: [redacted]

Fax Number: [redacted]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.