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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SANTA CLARA**

11 **(UNLIMITED JURISDICTION)**

12 SOPHIA SCHOENBERG, on behalf of herself
13 and all others similarly situated, and the general
14 public, and as an “Aggrieved Employee” on
15 behalf of other “Aggrieved Employees” under the
Private Attorneys General Act of 2004,

16 *Plaintiff,*

17 vs.

18 PM ENTERTAINMENT CORP., a California
19 corporation; PMP GROUP INC., a California
20 corporation; and DOES 2–50, inclusive,

21 *Defendant(s).*

Case No. 22CV402316

**~~PROPOSED~~ ORDER
PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT**

Action filed: August 24, 2022
Dept: 19, The Hon. Theodore C.
Zayner

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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

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Attorneys for Defendant(s),
PM ENTERTAINMENT CORP., and PMP GROUP INC.

1 The Motion of Plaintiff Sophia Schoenberg (“Plaintiff”) and Defendants PM
2 Entertainment Corp. and PMP Group Inc. (“Defendants”) (Plaintiff and Defendants are hereafter
3 referred to as “the Parties”) for Preliminary Approval of a Class Action and PAGA Settlement
4 (the “Motion”) was considered by the Court, Hon. Theodore C. Zayner presiding. The Court,
5 having considered the Motion, the Class Action and PAGA Settlement Agreement and Class
6 Notice (“Settlement” or “Settlement Agreement”), and supporting papers, HEREBY ORDERS
7 THE FOLLOWING:
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9 1. The Court grants preliminary approval of the Settlement and the Settlement Class
10 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
11 Approval and as set forth in the Joint Stipulated Amendment to the Class and PAGA Settlement
12 Agreement to Designate California CASA as the *Cy Pres* Recipient. All terms herein shall have
13 the same meaning as defined in the Settlement. The Court has determined only that there is
14 sufficient evidence to suggest that the proposed settlement might be fair, adequate, and
15 reasonable, and that any final determination of those issues will be made at the final hearing. The
16 Court will make a determination at the hearing on the motion for final approval of class action
17 settlement (the “Final Approval Hearing”) as to whether the Settlement is fair, adequate, and
18 reasonable to the Settlement Class.
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20 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
21 Class Defendants’ California hourly, non-exempt employees who worked at Pure Nightclub
22 anytime during the Class Period (collectively “Class Members”). The “Class Period” shall mean
23 the period of time from August 24, 2018, to the date of preliminary court approval of the Class
24 Action Settlement or some earlier date if elected by Defendants in accordance with the Escalator
25 clause of the Settlement.
26

27 3. Based on its records, Defendants estimate that, as of the date of the Settlement
28

1 Agreement (1) there are 164 Class Members and 5,692 Total Work Weeks during the Class period
2 and (2) there were 87 Aggrieved Employees who worked 1,230 Pay Periods during the PAGA
3 Period. If the Workweeks as of the date the Court preliminarily approves the Class Action
4 settlement exceed the Class Workweeks by more than 10%, meaning there are more than 6,262
5 Workweeks, at Defendants' sole election, Defendants will either (a) increase the Gross Settlement
6 Amount, including the Class Counsel Fees Payment, the Class Representative Service Payment,
7 and the PAGA Penalties, proportionally according to the number of additional Workweeks over
8 6,262 (e.g., if the numbers increase by 11%, the Gross Settlement Fund shall increase by 1%) or
9 (b) elect to set the end date for the Class Period on the date when the total Workweeks for the
10 Class Period would be no more than 6,262 workweeks.

12 4. "Effective Date" means the date by when both of the following have occurred: (a)
13 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
14 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
15 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
16 one or more Participating Class Members objects to the Settlement, the day after the deadline for
17 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
18 day after the appellate court affirms the Judgment and issues a remittitur.

20 5. This action is provisionally certified pursuant to section 382 of the California Code
21 of Civil Procedure and Rule 3.760, *et seq.* of the California Rules of Court as a class action for
22 purposes of settlement only with respect to the proposed Settlement Class.

24 6. Not later than 15 days after the Court grants Preliminary Approval of the
25 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
26 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
27 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
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1 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
2 employees who need access to the Class Data to effect and perform under the Settlement
3 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
4 discover that the Class Data omitted class member identifying information and to provide
5 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
6 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
7 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
8 issues related to missing or omitted Class Data.
9

10 7. No later than three (3) business days after receipt of the Class Data, the
11 Administrator shall notify Class Counsel that the list has been received and state the number of
12 Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class Data.
13

14 8. Using best efforts to perform as soon as possible, and in no event later than 14
15 days after receiving the Class Data, the Administrator will send to all Class Members identified
16 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet,
17 substantially in the forms attached to this order as **Exhibits A, B, C, and D**. The first page of the
18 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment
19 and/or Individual PAGA Payment payable to the Class Member, and the number of Work Weeks
20 and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Notice
21 Packets, the Administrator shall update Class Member addresses using the National Change of
22 Address database.
23

24 9. Not later than 3 business days after the Administrator’s receipt of any Notice
25 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
26 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
27 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
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1 Packet to the most current address obtained. The Administrator has no obligation to make further
2 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
3 the USPS a second time.

4 10. Class Counsel's contact information is David Glenn Spivak, Esq., The Spivak Law
5 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
6 contact information is Elisa Nadeau, Esq. and Don H. Nguyen, Esq., Littler Mendelson, P.C., 50
7 W. San Fernando Street, 7th Floor, San Jose, CA, 95113.

9 11. The deadlines for Class Members' written objections, Challenges to Work Weeks
10 and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional 14 days
11 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice
12 is re-mailed. The Administrator will inform the Class Member of the extended deadline with the
13 re-mailed Notice Packet.

14 12. If the Administrator, Defendants, or Class Counsel are contacted by or otherwise
15 discover any persons who believe they should have been included in the Class Data and should
16 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
17 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
18 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
19 Members, and the Administrator will send a Notice Packet requiring them to exercise options
20 under the Settlement Agreement not later than 14 days after receipt of Notice Packet, or the
21 deadline dates in the Notice Packet, which ever are later.

22 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
23 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
24 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
25 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
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1 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
2 the Class Member's election to be excluded from the Settlement and includes the Class Member's
3 name, address, and email address or telephone number. To be valid, a Request for Exclusion must
4 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
5 in Settlement form, attached as Exhibit B, must be used for this purpose.
6

7 14. The Administrator may not reject a Request for Exclusion as invalid because it
8 fails to contain all the information specified in the Class Notice. The Administrator shall accept
9 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
10 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
11 determination shall be final and not appealable or otherwise susceptible to challenge. If the
12 Administrator has reason to question the authenticity of a Request for Exclusion, the
13 Administrator may demand additional proof of the Class Member's identity. The Administrator's
14 determination of authenticity shall be final and not appealable or otherwise susceptible to
15 challenge.
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17 15. Every Class Member who does not submit a timely and valid Request for
18 Exclusion is deemed to be a Participating Class Member under the Settlement Agreement, entitled
19 to all benefits and bound by all terms and conditions of the Settlement, including the Participating
20 Class Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless of whether
21 the Participating Class Member actually receives the Class Notice or objects to the Settlement.
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23 16. Every Class Member who submits a valid and timely Request for Exclusion is a
24 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
25 right to object to the class action components of the Settlement. Plaintiff releases all claims for
26 civil penalties that could have been sought by the Labor Commissioner for the violations
27 identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for
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1 wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
2 Participating Class Member.

3 17. Challenges to Calculation of Work Weeks. Each Class Member shall have 60 days
4 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
5 whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and PAGA Pay
6 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
7 A Work Week Dispute form, attached as Exhibit C, must be used for this purpose. The Class
8 Member may challenge the allocation by communicating with the Administrator via fax, email,
9 or mail. The Administrator must encourage the challenging Class Member to submit supporting
10 documentation. In the absence of any contrary documentation, the Administrator is entitled to
11 presume that the Work Weeks contained in the Class Notice are correct so long as they are
12 consistent with the Class Data. The Administrator's determination of each Class Member's
13 allocation of Work Weeks and/or Pay Periods shall be final and not appealable or otherwise
14 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
15 calculation of Work Weeks and/or Pay Periods to Defense Counsel and Class Counsel and the
16 Administrator's determination of the challenges.

17 18. Objections to Settlement. Only Participating Class Members may object to the
18 class action components of the Settlement and/or this Agreement, including contesting the
19 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
20 Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

21 19. Participating Class Members may send written objections to the Administrator, by
22 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
23 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
24 Participating Class Member who elects to send a written objection to the Administrator must do
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1 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
2 14 days for Class Members whose Notice Packet was re-mailed). The Objection form attached as
3 Exhibit D must be used for this purpose.

4 20. Non-Participating Class Members have no right to object to any of the class action
5 components of the Settlement.

6 21. Not later than 14 days before the date by which Plaintiff is required to file the
7 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
8 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
9 compliance with all of its obligations under the Settlement Agreement, including, but not limited
10 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
11 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
12 from Settlement it received (both valid or invalid), the number of written objections, and attach
13 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
14 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
15 declaration(s) in Court.

16 22. The Court approves, as to form and content, the Class Notice in substantially the
17 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
18 substantially the form attached as Exhibit B to this Order, the Work Week Dispute form in
19 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
20 the form attached as Exhibit D to this Order.

21 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
22 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

23 24. The Court approves, for settlement purposes only, Sophia Schoenberg as the Class
24 Representative.

1 25. The Court approves Phoenix Settlement Administrators as the Administrator.

2 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
3 costs subject to final review by the Court.

4 27. The Court preliminarily approves the estimated Administrator costs payable to the
5 Administrator subject to final review by the Court.

6 28. The Court preliminarily approves Plaintiff's Class Representative Service
7 Payment subject to final review by the Court.

8 29. A Final Approval Hearing shall be held on **October 29, 2025** at **1:30 p.m.** in
9 Department 19 of the Superior Court for the State of California, County of Santa Clara, located
10 at the Downtown Superior Court, Dept. 19 - 191 North First Street, San Jose, CA 95113 to
11 consider the fairness, adequacy, and reasonableness of the proposed Settlement preliminarily
12 approved by this Preliminary Approval Order, and to consider the application of Class Counsel
13 for attorneys' fees and costs and the Class Representative Service Payment to the Class
14 Representative. The notice of motion and all briefs and materials in support of the motion for
15 final approval of class action settlement and motion for attorneys' fees and litigation costs shall
16 be served and filed with this Court on or before **October 7, 2025**. Plaintiff's counsel must give
17 notice to any objecting party of any continuance of the hearing of the motion for final approval.
18

19 30. If for any reason the Court does not execute and file a Final Approval Order and
20 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
21 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
22 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
23 litigation, as more specifically set forth in the Settlement.

24 31. The Court expressly reserves the right to adjourn or continue the Final Approval
25 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
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1 prompt notice of any continuance to Settlement Class Members who object to the Settlement.

2 **IT IS SO ORDERED.**

3
4 June 2, 2025

5 **DATE**



6 **HON. THEODORE C. ZAYNER**
7 **SUPERIOR COURT JUDGE**

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EXHIBIT A

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

3 (case name: *Sophia Schoenberg v. PM Entertainment Corp., et al.* and number 22CV402316)

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

7 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against PM Entertainment Corp. and PMP Group Inc. (“Defendants”) for alleged violations of California’s labor laws. The Action was filed by Defendants’ former employee, Sophia Schoenberg (“Plaintiff”), and seeks payment of (1) wages and other relief for a class of Defendants’ California current and former hourly, non-exempt employees who worked at Pure Nightclub (“Class Members”) during the Class Period (August 24, 2018 to [INSERT DATE WHEN KNOWN]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly, non-exempt employees who worked for Defendants during the PAGA Period (August 24, 2021 [INSERT DATE WHEN KNOWN]) (“Aggrieved Employees”).

12 Defendants strongly deny violating any laws or failing to pay any wages and contend they 13 complied with all applicable laws.

14 Based on Defendants’ records, and the Parties’ current assumptions, **your Individual**
15 **Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding)**
16 **and your Individual PAGA Payment is estimated to be**
17 **\$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Work Week is
18 <<\$increment type value>> and a Pay Period is <<@PayPeriodValue>>. The actual amount you
19 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 Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) The individual payment amounts will vary.

20 The above estimates are based on Defendants’ records showing that **you worked**
21 **<<__>> Work Weeks** during the Class Period, and **you worked <<__>> Pay Periods** during
22 the PAGA Period. If you believe that you worked more Work Weeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

23 The Court has already preliminarily approved the proposed Settlement and approved this
24 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
25 affected whether you act or not act. Read this Notice carefully. You will be deemed to have
26 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to
27 finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and
28 Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

Defendants 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 and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants 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 <<RESPONSE DEADLINE>>

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. You can use the enclosed Election Not To Participate In Settlement form for this purpose. 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. Defendants must pay Individual PAGA Payments to all Aggrieved Employees, and Plaintiff releases Defendants from civil penalties they may owe to the Aggrieved Employees.

Participating Class Members Can Object to the Class Settlement but Not the PAGA Settlement

Written Objections Must Be Submitted by <<RESPONSE DEADLINE>>

All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You must use the enclosed Objection form for this purpose. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing

The Court's Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Work Weeks / Pay Periods

Written Challenges Must Be Submitted by <<RESPONSE DEADLINE>>

The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Work Weeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Work Week Dispute form for this purpose.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, unfair business practices, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) ("PAGA"). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group ("Class Counsel.") Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

The Court has not made any determination whether Plaintiff or Defendants are correct on the merits and will not do so if the settlement is finally approved. Plaintiff and Defendants negotiated a settlement agreement ("Agreement") and now jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

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

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

A. Gross Settlement Amount. Defendants will pay \$200,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class

1 Representative Service Payment, Class Counsel's attorneys' fees and expenses, the
2 Administrator's expenses, and penalties to be paid to the California Labor and Workforce
3 Development Agency ("LWDA"). "Effective Date" means the date by all of the following events
4 have occurred: (i) this Agreement has been executed by Plaintiff, Defendant, Class Counsel and
5 Defendant's Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the
6 Notice has been sent to the Class Members, providing them the opportunity to object to the
7 Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent to the
8 LWDA; (v) the Court has held a formal fairness hearing and entered the Court's Final Order and
9 Judgment; and (vi) either (a) sixty five (65) calendar days after final approval of the Settlement
10 and entry of a Final Judgment without any appeal, writ, or other appellate proceeding having been
11 filed therefrom; or (b) if any appeal, writ, or other appellate proceeding opposing Final Approval
12 has been filed within sixty five (65) calendar days after entry of Final Judgment, the Effective
13 Date shall be five (5) business days after any appeal, writ, or other appellate proceedings opposing
14 the Settlement have been finally and conclusively dismissed and the Settlement has been upheld
15 with no right to pursue further remedies or relief. If the Court declines to approve the Settlement,
16 the entire Agreement is deemed void and null.

17 B. Court Approved Deductions from Gross Settlement. At the Final Approval
18 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
19 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
20 Approval Hearing:

21 1. Attorney Fees and Costs. Up to 33.33% of the Gross Settlement (which is
22 currently estimated to be \$66,666.00) to Class Counsel for attorneys' fees and up to \$15,000.00
23 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the
24 Action without payment.

25 2. Class Representative Service Payment. Up to \$10,000.00 as a Class
26 Representative Service Payment for filing the Action, working with Class Counsel, and
27 representing the Class. A Class Representative Service Payment will be the only monies Plaintiff
28 will receive other than Plaintiff's Individual Class Payments and any Individual PAGA Payments.

29 3. Administration Expenses. Up to \$10,000.00 to the Administrator for its
30 services in administering the Settlement, except for a showing of good cause and as approved by
31 the Court.

32 4. PAGA Penalties. Up to \$20,000.00 for PAGA Penalties, allocated 75% to
33 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
34 based on their PAGA Period Pay Periods.

35 Participating Class Members have the right to object to any of these deductions. The Court
36 will consider all objections. Based on their records, Defendants estimated that, as of November
37 22, 2022, (1) there are 164 Class Members and 5,692 Total Work Weeks during the Class period,
38 and (2) there were 87 Aggrieved Employees who worked 1,230 Pay Periods during the PAGA
39 Period. If the Workweeks as of the date the Court preliminarily approves the Class Action
40 settlement exceed the Class Workweeks by more than 10%, meaning there are more than 6,262

1 Workweeks, at Defendants' sole election, Defendants will either (a) increase the Gross Settlement
2 Amount, including the Class Counsel Fees Payment, the Class Representative Service Payment,
3 and the PAGA Penalties, proportionally according to the number of additional Workweeks over
4 6,262 (e.g., if the numbers increase by 11%, the Gross Settlement Fund shall increase by 1%) or
(b) elect to set the end date for the Class Period on the date when the total Workweeks for the
Class Period would be no more than 6,262 workweeks.

5 C. Net Settlement Distributed to Class Members. After making the above deductions
6 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
7 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
Members based on their Class Period Work Weeks.

8 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
9 the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
10 ("Wage Portion") and 66.67% to interest and penalties ("Non-Wage Portion."). The Wage Portion
11 is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
12 pay employer payroll taxes they owe 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.

13 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
14 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
15 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.

16 E. Need to Promptly Cash Payment Checks. The front of every check issued for
17 Individual Class Payments and Individual PAGA Payments will show the date when the check
18 expires (the void date). If you don't cash it by the void date, your check will be automatically
19 cancelled, and the monies will be deposited with California Court Appointed Special Advocates
("CASA") (<https://www.californiacasa.org>).

20 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
21 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
22 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
23 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
24 Member's name, present address, telephone number, and a simple statement electing to be
25 excluded from the Settlement. You may use the enclosed Election Not To Participate In
Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
26 Members) will not receive Individual Class Payments, but will preserve their rights to personally
pursue claims against Defendants for violations of California's labor laws.

27 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude

1 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
2 Individual PAGA Payments, and Plaintiff release Defendants from civil penalties they may owe
to the Aggrieved Employees.

3 G. Administrator. The Court has appointed a neutral company, Phoenix Settlement
4 Administrators (the “Administrator”) to send this Notice, calculate, and make payments, and
5 process Class Members’ Requests for Exclusion. The Administrator will also decide Class
6 Member Challenges over Work Weeks, 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.

7 H. Participating Class Members’ Release. After the Judgment is final and Defendants
8 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
9 Participating Class Members will be legally barred from asserting any of the claims released under
10 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
11 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
their officers, directors, employees, and agents 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.

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

13 All Participating Class Members, on behalf of themselves and their respective
14 former and present representatives, agents, attorneys, heirs, administrators,
15 successors, and assigns, release Released Parties of any and all claims, causes of
16 action, rights, demands, liabilities, and causes of action, known or unknown,
17 suspected or unsuspected, that each Class Member had, now has, or may hereafter
claim to have against the Released Parties that were asserted in the Complaint, or
that could have been asserted in the Complaint based on any of the facts,
18 circumstances, transactions, events, occurrences, acts, disclosures, statements,
omissions or failures to act alleged in the Complaint, regardless of whether such
19 claims arise under federal, state and/or local law, statute, ordinance, regulation,
common law, or other source of law from August 24, 2018 through December 31,
20 2022 (“the Released Claims”). The Released Claims specifically include all claims
for: (i) unpaid minimum and overtime wages, however asserted or accrued,
21 including but not limited to failing to properly calculate the regular rate for
overtime, working off-the-clock through meal or rest breaks, and working off-the-
22 clock due to time spent donning or doffing a company uniform; (ii) failing to
provide meal or rest breaks; (iii) failing to pay meal or rest break premiums or
23 properly calculate the rate for meal and rest break premium pay; (iv) wage
statement violations; (v) failing to timely pay wages upon termination, regardless
24 of the nature or type of wages allegedly unpaid; and (vi) incorporated or related
claims asserted through California Business & Professions Code §§ 17200, *et. seq.*
25 and/or California Labor Code §§ 2698, *et seq.* Except as set forth in Section 6.3 of
this Agreement, Participating Class Members do not release any other claims,
26 including claims for vested benefits, wrongful termination, violation of the Fair
27

1 Employment and Housing Act, unemployment insurance, disability, social
2 security, workers' compensation, or claims based on facts occurring outside the
3 Class Period.

4 I. The PAGA Release. After the Court's judgment is final, and Defendants have paid
5 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
6 claims for civil penalties that could have been sought by the Labor Commissioner for the
7 violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
8 claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
9 Participating Class Member.

10 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

11 A. Individual Class Payments. The Administrator will calculate Individual Class
12 Payments by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
13 by all Participating Class Members, and (b) multiplying the result by the number of Work Weeks
14 worked by each individual Participating Class Member.

15 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
16 Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all
17 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
18 by each individual Aggrieved Employee.

19 C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
20 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
21 Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have
22 until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or Pay Periods
23 credited to you. You can submit your challenge by signing and sending a letter to the
24 Administrator by email, fax, or regular U.S. mail. You must submit the enclosed Dispute form
25 for this purpose. Section 9 of this Notice has the Administrator's contact information.

26 You need to support your challenge by submitting copies of pay stubs or other records.
27 The Administrator will accept Defendants' calculation of Work Weeks and/or Pay Periods based
28 on Defendants' 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 Work Week and/or Pay Period challenges and the
Administrator's decision is final.

29 **5. HOW WILL I GET PAID?**

30 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
31 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
32 including those who also qualify as Aggrieved Employees. The single check will combine the
33 Individual Class Payment and the Individual PAGA Payment.

34 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a

1 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
2 Settlement (i.e., every Non-Participating Class Member).

3 **Your check will be sent to the same address as this Notice. If you change your**
4 **address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has**
5 **the Administrator's contact information.**

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

7 Email, fax, or mail the enclosed Election Not To Participate In Settlement form to the
8 Administrator. Be sure to personally sign your request, identify the Action as *Sophia Schoenberg*
9 *vs. PM Entertainment Corp., et al.*, Case No. 22CV402316, and include your identifying
10 information (full name, address, telephone number, approximate dates of employment, and social
11 security number for verification purposes). You must make the request yourself. If someone else
12 makes the request for you, it will not be valid. **The Administrator must be sent your request**
13 **to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice
14 has the Administrator's contact information. If you are an Aggrieved Employee, you will still
15 receive an Individual PAGA Payment.

16 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

17 Only Participating Class Members have the right to object to the Settlement. Before deciding
18 whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to
19 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will
20 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
21 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Service
22 Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation
23 expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment.
24 Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice)
25 will send you copies of these documents at no cost to you. You can also view them and the
26 Settlement Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or
27 the Court's website <<COURT WEBSITE>>.

28 **The deadline for sending written objections to the Administrator is <<RESPONSE**
29 **DEADLINE>>.** Be sure to tell the Administrator what you object to, why you object, and any
30 facts that support your objection. Make sure you include your name, and sign the objection.
31 Section 9 of this Notice has the Administrator's contact information. You must use the enclosed
32 Objection form for this purpose. You should send your objection to the Administrator by email,
33 fax, or regular U.S. mail.

34 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
35 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
36 to tell the Court what you object to, why you object, and any facts that support your objection.
37 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
38 Hearing.

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1 Name of Firm: The Spivak Law Firm
2 Mailing Address: 8605 Santa Monica Bl
3 PMB 42554
4 West Hollywood, CA 90069
5 Telephone: (213) 725-9094

6 Administrator:

7 Name of Company: Phoenix Settlement Administrators
8 Email Address: _____
9 Mailing Address: _____
10 Telephone: _____
11 Fax Number: _____

12 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

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

15 **11. WHAT IF I CHANGE MY ADDRESS?**

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

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Schoenberg v. PM Entertainment Corp.
Superior Court of the State of California, County of Santa Clara
Case No. 22CV402316

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND
BE ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST
COMPLETE AND SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS
BELOW, EMAILED, FAXED, OR POSTMARKED NOT LATER THAN <<RESPONSE
DEADLINE>>:**

Schoenberg v. PM Entertainment Corp., et al. Class Action Administrator
c/o _____

I declare as follows: I have received notice of the proposed settlement in this action, and I wish to be excluded from the class and **not** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including
Area Code)

(Identification Number)

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct and was executed on _____.

3 Dated: ____.

4 _____
(Signature)

EXHIBIT C

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1 **WORK WEEK DISPUTE FORM**

2 Superior Court of The State of California
3 For The County of Santa Clara
4 *Sophia Schoenberg v. PM Entertainment Corp., et al.*, Case No. 22CV402316

5 Indicate Name/Address Changes, if any:

6 <<Name>> _____

7 <<Address>> _____

8 <<City>>, <<State>> <<Zip Code>> _____

9 XX – XX - ____

10 TO DEFENDANTS' CALIFORNIA HOURLY, NON-EXEMPT CURRENT AND FORMER
11 EMPLOYEES WHO WORKED AT PURE NIGHTCLUB DURING THE PERIOD OF
12 AUGUST 24, 2018 THROUGH THE DATE OF PRELIMINARY COURT APPROVAL OF
13 THE CLASS ACTION SETTLEMENT:

14 The amount of your estimated Settlement Award is based upon the number of Eligible Work
15 Weeks you worked between August 24, 2018 through [INSERT DATE WHEN KNOWN] and
16 Eligible Work Weeks you worked between August 24, 2021 [INSERT DATE WHEN KNOWN].
17 "Individual Class Work Weeks" are defined as any Work Week in which you worked at least one
18 (1) day as an hourly, non-exempt employee of PM Entertainment Corp. and PMP Group Inc.
19 ("Defendants") at Pure Nightclub in California during the calendar week. "Individual PAGA
20 Work Weeks" are defined as any Work Week in which you worked at least one (1) day as an
21 hourly, non-exempt employee of Defendants at Pure Nightclub in California during the calendar
22 week during the period of August 24, 2021 through [INSERT DATE WHEN KNOWN]. The
23 number of Class and PAGA Work Weeks applicable to your claim are set forth below.

24 **YOUR ELIGIBLE WORK WEEKS**

25 Defendants' records indicate that you worked <<number of Work Weeks>> Work Weeks
26 between August 24, 2018 and [INSERT DATE WHEN KNOWN]and <<number of Work
27 Weeks>> Work Weeks between August 24, 2021 and [INSERT DATE WHEN KNOWN].

28 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment
in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable
payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This
process may take six months or more. You will receive a Form W-2 reflecting the payment to
you. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the
payment could vary, up or down.

1 If you wish to dispute the number of Work Weeks credited to you, or anything else about your
2 employment status, you must complete and return this form by indicating what you believe is
3 incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to
4 the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such
5 as a postmark or delivery service date stamp). You must use this Work Week Dispute form for this
6 purpose. You must also send any documents or other information that you contend supports your
7 belief that the information set forth above is incorrect. The Administrator will resolve any dispute
8 based upon Defendants' records and any information you provide. Please be advised that the
9 information on this Work Week Dispute Form is presumed to be correct unless the documents
10 you submit are company records from Defendants.

11 _____
12 _____
13 _____
14 _____

15 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK**
16 **WEEKS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT**
17 **STATUS, YOU DO NOT NEED TO USE THIS FORM**

EXHIBIT D

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1 **OBJECTION FORM**

2 ***Sophia Schoenberg v. PM Entertainment Corp., et al.***
3 **Superior Court of the State California, County of Santa Clara**
4 **Case No. 22CV402316**

5 Please verify and/or complete any missing identifying information:

6
7 CPT ID: <<CPT ID>>
<<Name>>
8 <<Address1>>
<<Address2>>
9 <<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

10 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
11 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
12 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
13 **FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU SHOULD EMAIL IT TO**
14 **<<____@____.COM>>, FAX IT TO <<XXX-XXX-XXXX>>, OR MAIL IT BY**
15 **FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO THAT IT IS POSTMARKED**
16 **ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE**
17 **ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

18 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
19 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
20 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
21 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

22 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
23 Include any and all evidence and supporting papers (including, without limitation, all briefs,
24 written evidence, and declarations) that you would like the Court to consider. However, you may
25 speak to the Court at the final approval hearing whether or not you submit a timely objection.

26 [] I OBJECT to the *Sophia Schoenberg v. PM Entertainment Corp., et al.* Settlement on
27 the following grounds (if additional space necessary, please include additional sheets of paper):
28 _____

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2024

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: <<_____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Sophia Schoenberg v. PM Entertainment Corp., et al. Administrator
[ADDRESS]

<<____>>
<<____>>
<<____>>

PROOF OF SERVICE

State of California,
County of Los Angeles

I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 1875 Century Park East, Floor, 7 Los Angeles, CA 90067.

I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

On May 30, 2025, I served the foregoing document described as **[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT** on interested parties by electronic mail, addressed as follows:

Don H. Nguyen, Esq.
Elisa R. Nadeau, Esq.
LITTLER MENDELSON, P.C.
50 W. San Fernando Street, 7th Floor
San Jose, CA 95113
dhnguyen@littler.com
ENadeau@littler.com
YZapien@littler.com
EIEvans@littler.com

XXXX (BY EMAIL) I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic service address lizzett@spivaklaw.com.

EXECUTED on May 30, 2025, at Riverside, California.

XXXX (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



LIZZETT CORTEZ