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

JUAN MANUEL MUNOZ, individually, and on
behalf of other similarly situated employees
and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

MGA ENTERTAINMENT, INC., a California
nonprofit corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 23STCV06386

Honorable David S. Cunningham
Department 11

[PROPOSED] JUDGMENT

Date: December 8, 2025
Time: 9:00 a.m.
Dept.: 11

Complaint Filed: March 22, 2023
FAC Filed: October 4, 2024
Trial Date: Not Set

1 Plaintiff Juan Manuel Munoz’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
3 Costs came before this Court on December 8, 2025 at 9:00 a.m. before the Honorable David S.
4 Cunningham in Department 11 of the above-captioned Court located at 312 North Spring Street, Los
5 Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose),
10 the Class Representative (Juan Munoz), and the Settlement Administrator (Nick Castro on behalf of
11 ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction with the
12 Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the
13 Court grants final approval of the Settlement and IT IS HEREBY JUDGED, ORDERED, AND
14 ADJUDICATED THAT:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant MGA Entertainment, Inc. (“Defendant”) (together, with Plaintiff, the
17 “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former non-exempt employees who worked for Defendant in the State
20 of California at any time during the Class Period.” The “Class Period” is defined as the period from
21 March 22, 2021 through October 1, 2024.

22 3. The Court appoints Plaintiff Juan Manuel Munoz as the Class Representative for
23 settlement purposes only.

24 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
25 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

26 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

6. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

7. The Settlement Agreement is not an admission by Defendant, or by any other Released Party, nor is this Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Party. Neither this Judgment, the Final Approval Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

8. The Court finds that no Class Members have validly and timely opted out of the Class Settlement and no Settlement Class Members have objected to the Class Settlement.

9. In addition to any recovery that Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$7,500.00.

10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of \$208,333.33 and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$21,477.56. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

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1 11. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$7,000.00 to ILYM Group, Inc. for performance of settlement administration services.

3 12. The Court approves and orders payment in the amount of \$18,000.00 to the California
4 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
5 PAGA penalties.

6 13. Within sixty-five (65) calendar days after the Effective Date, Defendant will deposit
7 the Gross Settlement Amount into an account established by the Settlement Administrator, in
8 accordance with the terms and methodology set forth in the Settlement Agreement.

9 14. Within five (5) business days after Defendant funds the Gross Settlement Amount, the
10 Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class
11 Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and Costs to Class
12 Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement
13 Administration Costs to itself.

14 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
15 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
16 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
17 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
18 Division in the name of the Settlement Class Member and/or PAGA Employee.

19 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
20 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
21 compromised, relinquished, and discharged the Released Parties of all claims that were alleged, or
22 reasonably could have been alleged, based on the factual allegations in the Operative Complaint,
23 arising during the Class Period, including claims for Defendant’s alleged failure to pay overtime
24 wages, including alleged failure to pay overtime at the correct rates of pay, and minimum wages,
25 provide compliant meal and rest periods and associated premium payments, provide accurate wage
26 statements, timely pay wages upon termination, and reimburse necessary business-related expenses in
27 violation of California Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1197,
28 1197.1, 1198, 2800, and 2802, and California Business and Professions Code sections 17200, *et seq.*,

1 and expressly excluding all other claims, including claims for vested benefits, wrongful termination,
2 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
3 security, workers' compensation, and claims based on facts occurring outside of the Class Period
4 (collectively, "Released Class Claims").

5 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
6 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
7 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
8 Released Parties of all claims for civil penalties under the Private Attorneys General Act of 2004,
9 California Labor Code Sections 2698 *et seq.*, that were alleged, or reasonably could have been alleged,
10 based on the factual allegations in the Operative Complaint and PAGA Letter, arising during the
11 PAGA Period, including claims for Defendant's alleged failure to pay overtime wages, including
12 alleged failure to pay overtime at the correct rates of pay, and minimum wages, provide compliant
13 meal and rest periods and associated premium payments, provide accurate wage statements, timely
14 pay wages during employment and upon termination, provide complete and accurate payroll records,
15 and reimburse necessary business-related expenses in violation of California Labor Code Sections
16 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802
17 (collectively, "Released PAGA Claims").

18 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
19 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
20 compromised, relinquished, and discharged the Released Parties of all claims, transactions, or
21 occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that
22 were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint
23 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained
24 in the Operative Complaint and PAGA Letter (collectively, "Plaintiff's Released Claims"). Plaintiff's
25 Released Claims does not extend to any claims or actions to enforce the Settlement Agreement, or to
26 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
27 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
28 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition

1 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
2 Plaintiff's Released Claims shall be and remain effective in all respects, notwithstanding such different
3 or additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's Released Claims,
4 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542
5 of the California Civil Code, which reads: A general release does not extend to claims that the creditor
6 or releasing party does not know or suspect to exist in his or her favor at the time of executing the
7 release and that, if known by him or her, would have materially affected his or her settlement with the
8 debtor or released party.

9 19. "Released Parties" means Defendant and any of its past, present, and future direct or
10 indirect parents, subsidiaries, predecessors, successors, assigns, affiliates, and joint venturers, as well
11 as its past, present, and future owners, officers, directors, employees, associates, partners,
12 shareholders, members, agents, attorneys, insurers, reinsurers, and any individual or entity that could
13 be jointly liable with Defendant.

14 20. This Court shall retain jurisdiction with respect to all matters related to the
15 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
16 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
17 Settlement and the determination of all controversies relating thereto.

18 21. Notice of entry of this Judgment and the Final Approval Order shall be given to the
19 Class Members by posting a copy of this Judgment and the Final Approval Order on the Settlement
20 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this
21 Judgment.

22 22. A Non-Appearance Case Review re: Final Report is set for September 18, 2026 at 8:30
23 a.m. in Department 11 of this Court located at 312 North Spring Street, Los Angeles, California 90012.
24 The Settlement Administrator shall file a Final Report by September 11, 2026.

25 **JUDGMENT.**

26 Dated: _____

Honorable David S. Cunningham