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FILED
Superior Court of California
County of Los Angeles

04/04/2025

David W. Slybia, Executive Officer / Clerk of Court

By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ANGEL RIVERA, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

MEKANISM, INC., a domestic corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV05698

The Hon. Laura A. Seigle, Dept 17

**AMENDED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT; ~~AND ENTERING~~
JUDGMENT**

Date: April 4, 2025

Time: 9:00 AM

Dept.: SS-17

Complaint Filed: March 15, 2023

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 Angel Rivera (“Class Representative” or “Plaintiff”) against Defendant Mekanism, Inc.
4 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court,
5 on April 4, 2025.

6 **WHEREAS**, Judge Laura A. Seigle granted preliminary approval of the Class Action and
7 PAGA Settlement Agreement (“Agreement”) dated November 25, 2024 and attached to the
8 Declaration of Frank H. Kim as Exhibit “1.”

9 **WHEREAS**, Plaintiff Angel Rivera has applied to the Court for an order granting final
10 approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Frank H. Kim,
15 Angel Rivera, and Amanda Howard of ILYM Group, Inc. and the supporting documents annexed
16 thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Class Members and that the Court has
19 subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Class Members, except those
28 who timely and properly filed Request for Exclusion, as well as their heirs, executors and

1 administrators, successors and assigns.

2 5. There is one (1) valid request for exclusion.

3 6. There are no objectors to the Agreement.

4 7. It is ordered that the Class is certified for settlement purposes only. The Court finds
5 that an ascertainable class exists and a well-defined community of interest exists in the questions
6 of law and fact involved because in the context of the Agreement: (i) there are questions of law
7 and fact common to the Class Members which, as to the Agreement and all related matters,
8 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
9 the Class Members; and (iii) in negotiating, entering into and implementing the Agreement,
10 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
11 of the Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
14 reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the
15 Action, their right to object to or exclude themselves from the proposed Agreement and their right
16 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
17 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
18 of the California Code of Civil Procedure, the California and United States Constitution (including
19 the Due Process Clause), the California Rules of Court and any other applicable law.

20 9. The Class is hereby made final. The Class is three non-overlapping classes: (1) the
21 203 Regular Rate Class, (2) the 203 Waiting Time Class, and (3) the Wage Only Class.

22 a. The 203 Regular Rate Class includes all non-exempt background actors and models
23 who worked for Defendant from September 16, 2019 through the date of
24 Preliminary Approval, were paid a flat daily rate, and worked more than six hours
25 without a recorded meal period and/or worked more than 8 hours in one day.

26 b. The 203 Waiting Time Class includes all performers who worked for Defendant
27 from September 16, 2019 through the date of Preliminary Approval, who are not
28 members of the 203 Regular Rate Class, and their first wage payment for a day

1 worked in the 203 Regular Rate Class Period was issued after the scheduled pay
2 day.

- 3 c. The Wage Only Class includes all nonexempt background actors and models who
4 worked for Defendant from September 16, 2018 through the date of Preliminary
5 Approval, were paid a flat daily rate, worked more than six hours without a
6 recorded meal period and/or worked more than 8 hours in one day, and are not part
7 of the 203 Regular Rate or 203 Waiting Time Class.

8 10. The “Class Period” is the period applicable to the each specific Class Member’s
9 class (either the 203Regular Rate Class Period, the 203 Waiting Time Class Period, or the Wage
10 Only Class Period, depending on which Class to which that Class Member belongs).

11 11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are
12 defined as: all non-exempt background actors and models who worked for Defendant, were paid a
13 flat daily rate, and worked more than six hours without a recorded meal period and/or worked more
14 than 8 hours in one day in the PAGA Period, and all performers who worked for Defendant and
15 their first wage payment for a day worked in the PAGA Period was issued after the scheduled pay
16 day

17 12. The “PAGA Period” is the period from March 14, 2022 through the date of
18 Preliminary Approval.

19 13. The Agreement is not an admission by Defendant, nor is this Final Order a finding
20 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
21 the Agreement, nor any document referred to herein, nor any action taken to carry out the
22 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
23 wrongdoing on the part of Defendant.

24 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Class
25 Member shall fully release and discharge the Released Parties pursuant to the following release
26 and expressly waive and relinquish any and all claims, rights or benefits that they may have under
27 California Civil Code § 1542, which provides:
28

1 All Participating Class Members, on behalf of themselves and their respective
2 former and present representatives, agents, attorneys, heirs, administrators,
3 successors, and assigns, release Released Parties from any and all claims, debts,
4 liabilities, demands, obligations, penalties, premium pay, guarantees, costs,
5 expenses, attorney's fees, damages, actions or causes of action of whatever kind or
6 nature, contingent or accrued, that have been asserted or that reasonably could have
7 been asserted in the Operative Complaint based on the facts, claims and/or
8 allegations therein, including under any legal theory that was alleged or that
9 reasonably could have been alleged based on the facts, claims and/or allegations
10 therein for failure to pay all wages due (including overtime wages, and meal and
11 rest break premium wages), failure to pay for all hours worked, failure to timely
12 pay wages and final wages, derivative claims for failure to furnish accurate wage
13 statements, and failure to provide expense reimbursements. This Release shall
14 include claims and theories arising under the California Labor Code Sections 201,
15 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5,
16 1194, 2802, as well as claims under Business and Professions Code section 17200
17 et seq. and the equivalent provisions of the Fair Labor Standards Act based on
18 alleged violations of the above Labor Code provisions, as alleged in the Operative
19 Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class
20 Members do not release any other claims, including claims for vested benefits,
21 wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, or workers' compensation.
23 The release shall run through the date of Preliminary Approval. Moreover, only
24 those who cash their Individual Class Payment checks will be deemed to have
25 released claims under the Fair Labor Standards Act. The following language will
26 be printed on the reverse of each Individual Class Payment check, or words to this
27 effect: "By endorsing or otherwise negotiating this check, I acknowledge that I
28 read, understood, and agree to the terms set forth in the Notice of Class Action
Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion
of the Action, elect to participate in the settlement of the FLSA claims, and agree
to release all of my FLSA claims that are covered by the Settlement.

15. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each
Aggrieved Employee shall fully release and discharge the Released Parties pursuant to the
following release and expressly waive and relinquish any and all claims, rights or benefits that
they may have under California Civil Code § 1542, which provides:

All Aggrieved Employees (regardless of whether they are Participating Class
Members) are deemed to release, on behalf of themselves and their respective
former and present representatives, agents, attorneys, heirs, administrators,
successors, and assigns, the Released Parties from all claims for PAGA penalties
that were alleged, or reasonably could have been alleged, based on the PAGA
Period facts stated in the Operative Complaint or PAGA Notices including under
any legal theory that was alleged or that could have been alleged for any failure to
pay all wages due (including overtime wages, and meal and rest break premium
wages), failure to pay for all hours worked, failure to timely pay wages and final

1 wages, failure to furnish accurate wage statements including claims derivative
2 and/or related to these claims, and failure to provide expense reimbursements. This
3 Release shall include all claims and theories arising under the California Labor
4 Code, California wage orders, and applicable regulations, including Labor Code
5 Sections 201, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1,
6 1174, 1174.5, and 2802. The release shall run through the end of the PAGA Period.”

7
8 16. Plaintiff and all Class Members who have not been timely and properly excluded
9 from the Class, and any person acting on their behalf, are permanently barred and enjoined from:
10 (i) filing, commencing, prosecuting, intervening in, participating in (as class members or
11 otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal
12 court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction
13 based on the Released Claims; and (ii) organizing such non-excluded Class Members into a
14 separate class for purposes of pursuing as a purported class action (including by seeking to amend
15 a pending complaint to include class allegations, or by seeking class certification in a pending
16 action) any lawsuit based on or relating to the Released Claims;

17 17. The Agreement provides that the Gross Settlement Amount is three hundred and
18 eighty-five thousand dollars (\$385,000.00). The Net Settlement Amount shall be determined
19 according to the terms of the Agreement.

20 18. The Court orders the calculations and the payments to be made and administered in
21 accordance with the terms of the Agreement.

22 19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
23 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
24 Kim Legal APC as Class Counsel in the Action.

25 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
26 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
27 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$128,320.50
28 shall be paid for attorney fees and \$11,745.22 shall be paid for litigation costs.

21. The unopposed application of Class Counsel for an enhancement payment to
Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$7,500.00 Class Representative
Enhancement Payment shall be allocated to Class Representative Angel Rivera

1 22. The unopposed application of Class Counsel for claims administration fees to
2 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$7,450.00 shall be paid
3 for settlement administration fees.

4 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
5 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

6 24. The Court approves the PAGA Penalties in the amount of \$6,000.00. The Court
7 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
8 Agency ("LWDA") in the amount of \$4,500.00. The Court further directs that the remaining 25%
9 of the PAGA Penalties, in the amount of \$1,500.00 shall be allocated to the Net Settlement Amount
10 for distribution to the Class Members.

11 25. If a Class Member does not cash his or her settlement check by the void date, the
12 uncashed funds shall be transmitted by the Administrator to the Motion Picture and Television
13 Fund.

14 26. Defendant shall have no further liability for costs, expenses, interest, attorneys'
15 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

16 27. The Court hereby grants and authorizes the Parties, without further approval from
17 the Court, to agree to and to adopt such amendments, modifications and expansions of this
18 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
19 do not limit the rights of Class Members under the Stipulation.

20 28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
21 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
22 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
23 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
24 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
25 Settlement. Any disputes or controversies arising with respect to the interpretation,
26 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
27 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
28 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

The parties are to file a declaration of final distribution by Feb. 2, 2026. The court sets a non-appearance case review for Feb. 9, 2026 sat 8:30 a.m.

29. This Final Order shall constitute a final judgment.

DATED: 04/04/2025



Laura Seigle

JUDGE OF THE SUPERIOR COURT

Laura A. Seigle / Judge