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17 *Eddie Martinez*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11
12 FOR THE COUNTY OF LOS ANGELES

13 MICHAEL BONNER, individually and on
14 behalf of all others similarly situated,
15
16 Plaintiff,

17 v.

18 EPOCH MEDIA GROUP, LLC, a Delaware
19 Limited Liability Company; MINDY
20 GOLDBERG, an individual; PHILIP
21 MORRISON, an individual, JEFFREY PREISS,
22 an individual, and DOE 1 through and including
23 DOE 10,

24 Defendants.

Case No.: 24STCV06576
Assigned to Hon. Elihu M. Berle,
Dept. 6

**DECLARATION OF ALAN HARRIS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 23, 2026
Time: 11:00 a.m.
Dept.: 6
Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

Complaint Filed: March 15, 2024
FAC Filed: August 5, 2024
SAC Lodged: February 11, 2026

1 ALAN HARRIS declares under penalty of perjury under the laws of the State of California and
2 the United States as follows: I am a member in good standing of the State Bar of California and am one
3 of the attorneys for Plaintiffs in this action. I make this Declaration on behalf of Plaintiffs and in
4 support of the Motion for Preliminary Approval of Class-Action Settlement with Defendants. If sworn
5 as a witness, I could competently testify to each fact set forth herein from my own personal knowledge.

6 1. Subject to approval by this Court, the Parties and their respective counsel have agreed to a
7 binding resolution of this case, based on the terms described in a Settlement attached hereto as **Exhibit 1**
8 (the “Settlement”). A redline comparing the Settlement Agreement to the Court’s February, 2023 Model
9 Agreement is **Exhibit 2**. As required by the Checklist, proof of submission of the proposed settlement
10 to the LWDA is filed herewith as **Exhibit 3** to the Harris Declaration. The Checklist also requires a
11 proposed Judgment to be filed as an Exhibit. A draft, proposed Judgment, subject to modification after
12 preliminary approval, is filed herewith as **Exhibit 4** to the Harris Declaration. A true and correct copy
13 of proposed Plaintiff Martinez’s October 7, 2025, PAGA Notice is attached hereto as **Exhibit 5**. This
14 Declaration follows the Los Angeles Superior Court, Complex Civil Department’s Checklist for
15 Preliminary Approval of Class Action Settlements.

16 **1. MOVING PAPERS (Motion and Declarations)**

17 **A. Introductory Information**

18 2. *The Case.* This class and federal Fair Labor Standards Act (“FLSA”) collective action, filed
19 on March 15, 2024, seeks recovery of unpaid wages, damages, liquidated damages, restitution,
20 continuing wages, damages, statutory penalties, civil penalties, and reimbursement of attorneys’ fees as
21 well as costs. The First Amended Complaint, filed on August 5, 2024, is the operative pleading,
22 alleging the following claims: Cal. Lab. Code (the “Code”) §§ 201.3, 201.5, 203 and/or 204, Continuing
23 Wages; Code §§ 226(a), Failure to Provide Compliant Pay Stubs; Code §§ 226.7, 512(a) and IWC Wage
24 Order 12, Failure to Provide Meal Periods; Code § 226.7 and IWC Wage Order 12, Failure to Provide
25 Rest Breaks; Code §§ 1194, 1194.2 and 1198, Damages for Unpaid Minimum Wages; Code § 2802,
26 Failure to Reimburse Necessary Expenses; Code § 226(b), Failure to Provide Employment Records
27 Upon Request; Code §1198.5, Failure to Provide Employment Records Upon Request; Unfair Business
28 Practices, Cal. Bus. & Prof. Code § 17200 *et seq.*; Failure to Pay Minimum Wages or Overtime, FLSA,

29 U.S.C. § 201, *et seq.*; Breach of Implied Contract; and Breach of Written Contract. The proposed Settlement provides that a Second Amended Complaint (“SAC”) be filed. The proposed SAC contemplated by the Settlement seeks to add a representative claim for relief under the California Labor Code Private Attorneys General Act (“PAGA”) on behalf of an additional proposed Plaintiff, Eddie Martinez. See Ex. 5 (October 7, 2025, PAGA Notice). A Stipulation to file the SAC was filed on February 11, 2026. The proposed Settlement will not have any effect on any other cases against Defendants because there are no other known cases pending in which similar claims are asserted.

3. Epoch Media Group, LLC (“EMG”) is a major, international producer of television commercials and other motion pictures. EMG describes itself as, “a global production company with offices in New York, Los Angeles, and London. With a passionate focus on supporting directors, fostering new talent, and making the arts central to every communication, EMG has played a part . . . since 1989.” <https://epochfilms.com/about> (last accessed February 19, 2026). EMG produces television commercials as well as other motion pictures. Defendants’ efforts are coordinated by several dozen, full-time staff personnel, in Los Angeles, New York, and London. Plaintiffs have worked as crew members for EMG and for many other motion picture companies, both competitors of Defendants in the production of television commercials as well as crew for competitors of EMG in the production of feature films and television programs.

4. This case is one of dozens of such television commercial class action cases prosecuted by Harris & Ruble (“H&R”), commencing in the late 1990s, including PAGA actions in which recovery was also sought on behalf of the State of California, LWDA. Indeed, October 2, 2000, H&R filed Greenberg v. E.P. Management Service, LP, Los Angeles Superior Court (BC 237787), a similar PAGA and Code class action against Epoch Films Inc. and other television production companies, including @Radical Media, A Band Apart Commercials, LLC, Bob Industries, Hungry Man, Inc., Joseph Pytka Productions, Inc., Little Minx, Inc., Morton Jankel Zander, Inc., Propaganda Films, Inc., Tool of North America, LLC, and many others. On June 25, 2002, H&R filed suit against another major producer of television commercials, Elias v. Tony Kaye Films, Inc., Los Angeles Superior Court (BC276385). On May 25, 2004, the undersigned filed a similar PAGA and Code class action against another commercial production company, Lovett v. Anonymous Content, LLC, Los Angeles Superior Court No. BC316020.

1 Ultimately, the Lovett case was settled with other, similar matters involving several other producers of
2 television commercials.¹ The undersigned has a long history of prosecuting cases for governmental
3 entitles, dating from the 1970s.²

4 5. Plaintiffs Michael Bonner (“Bonner”), James Connor (“Connor”), Mark Mechelin
5 (“Mechelin”), Raffi Khandikian (“Khandikian”) and proposed Plaintiff Eddie Martinez (“Martinez”)
6 (collectively “Plaintiffs”) have worked as crew members on EMG’s Productions as well as for many
7 other motion picture companies, including both competitors of Defendants in the production of
8 television commercials as well as crew for competitors of EMG in the production of feature films and
9 television programs. The Defendants and Plaintiffs are collectively be referred to as the “Parties.”

10 6. Defendants employed Plaintiff Bonner during the class period for the filming for the
11 Commercial entitled “H&R Block #92432.” H&R Block and/or its ad agency are the client employer of
12 Bonner and Class Members, and Defendants were the labor contractors. At the end of the production of
13 the commercial, EMG discharged Bonner and the relationship between the two ended. When Bonner
14 and the Defendants agreed that he would work on the commercial, the contracting parties knew the
15 relationship would be quite short, limited to a day or so, all as outlined on Epoch bid forms provided to
16 its clients, H&R Block and/or its ad agency. The Class Members are temporary employees for one
17 specific commercial. The foregoing structure applied to all Plaintiffs and Class Members, as all or
18 virtually all of them lost direct contact with Defendants upon termination at the end of the commercial,
19 only to resume at a subsequent time when again hired as temporary employees on another commercial.
20 Defendants provided Bonner with a CREW TIMECARD, confirming its use of a Sunday to Saturday
21 pay period. Bonner worked from Sunday, November 14, 2021, until Thursday, November 18, 2021, a
22 non-union chef assistant, on a H&R Block commercial. Accordingly, once his employment ended,

23 ¹ Bithell v. E.P. Mgmt. Servs., 2007 Cal. App. Unpub. LEXIS 9706, *3 (2006) (“On October 2, 2000,
24 plaintiff Greenberg filed this class action (the Greenberg claims). In the original complaint, plaintiff
25 alleged that a purported defendant class of employers in the motion picture industry violated Code
section 201.5 (which the Legislature amended on May 19, 1998) by failing to pay discharged
employees’ wages due and owing within 24 hours after discharge.”)

26 ² E.g., Illinois v. Ill. Brick Co., Inc., 431 U.S. 720 (1977); U.S. v. Gleneagles Inv. Co., Inc., 584 F. Supp.
27 671, 689 (M.D. Pa. 1984), aff’d in part and vacated in part, and remanded sub. nom., U.S. v. Tabor Ct.
28 Realty Corp. 803 F.2d 1288 (3d Cir. 1986), cert. den. sub. nom., McClellan Realty Co. v. U.S., 483 U.S.
1005 (1987); In re Masterkey Antitrust Litig., 1977 U.S. Dist. LEXIS 12948 (D. Conn. 1977) (six-week
jury trial for plaintiffs); In re Anthracite Coal Antitrust Litig., 82 F.R.D. 364 (M.D. Pa. 1979).

1 Defendants were required to pay him by the next work week, on or before Friday, November 26, 2023.
2 However, his partial check was not prepared until on or after Wednesday, December 1, 2021. Bonner's
3 check confirmed that the "Pay Period" was "11/14/2021 – 11/20/2021" and that the "Pay Frequency"
4 was "W[EEKLY]". Bonner Decl. at ¶ 8. Defendants have been routinely tardy in their wage payments to
5 crew. When his services were terminated on November 18, 2021, Plaintiffs allege that Defendants were
6 required to pay Bonner by Friday of the next Sunday to Saturday payroll week, or November 26, 2021.
7 However, for services provided on November 14 through 18, 2021, Plaintiff Bonner's paycheck was
8 issued late, on or after December 1, 2021. Bonner Decl. at ¶ 8.

9 7. Defendants employed Connor during the class period for the filming for the H&R Block
10 commercial. For this Production, H&R Block, Inc. was the client employer of Plaintiff Connor and
11 certain of the Class Members, and Defendants were the labor contractors. Defendants provided Connor
12 with a CREW TIMECARD, confirming its use of a Sunday to Saturday pay period. Connor worked
13 from Monday, November 15, 2021, until Thursday, November 18, 2021, working as a crew member, a
14 chef assistant, on this Production. Connor Decl., ¶ 7. Accordingly, once his employment ended,
15 Defendants were required to pay him by the next week, on or before Friday, November 26, 2023.
16 However, his partial check was not prepared until on or after Thursday, December 2, 2021. Connor has
17 never been paid any wages owing on account of Defendants' failure to provide him any compliant meal
18 periods or rest breaks on November 15, 16, 17, or 18, 2021. Connor's check confirmed that the "Pay
19 Period" was "11/14/2021 – 11/20/2021" and that the "Pay Frequency" was "W[EEKLY]".

20 8. Defendants employed Plaintiff Mechelin during the class period on at least three separate
21 Productions: for the June 2021 filming of a Farmers' Insurance Commercial; the November 2021
22 filming of a King's Hawaiian Commercial; as well as the January 2022 filming of a Toyota Commercial.
23 In none of the projects did Defendants compensate Mechelin for the maintenance and use of his personal
24 cell phone, nor did they pay him a premium wage on account of their failure to provide him with any
25 ten-minute rest breaks. In each case it appears Mechelin was paid as a member of Teamsters Local 399,
26 but the contract between the AICP and Local 399 did not purport to cover issues involving ten-minute
27 rest breaks or reimbursement of employee expenses, and only states, with respect to the tardy payment
28 of final wages that a "committee" might be formed to consider the matter. He was not paid his full final

1 wages for any of the three projects on which he worked and he was not paid any wages at all on the
2 Toyota commercial until on or after Thursday, February 3, 2022, when his partial check for the work
3 was printed, at least six days after all wages were due. Mechelin Decl., ¶ 8. A driver, Mechelin was
4 obviously required to provide Defendants with his cell phone number, with the understanding that he
5 would respond to any calls at any time from the start of the workday until wrap.

6 9. In July of 2020, Defendants employed Khandikian for the filming of a United Healthcare
7 commercial. For this Production, United Healthcare or its ad agency was the client employer of
8 Khandikian and Class Members, and Defendants were the labor contractors. In July of 2020, Defendants
9 provided Khandikian with a crew timecard confirming its use of a Sunday to Saturday pay period and
10 Khandikian's work of at least twelve and one half hours on that day, with no time taken for any thirty-
11 minute meal break. Khandikian provided non-union perimeter control services as a crew member on
12 this Production. Accordingly, once his employment ended, Defendants were required to pay him by the
13 next week, on or before Friday, August 7, 2020. However, his partial check was not prepared until on or
14 after Tuesday, August 18, 2021. Khandikian's check confirmed that the the "Pay Frequency" was
15 "W[EEKLY]". Khandikian Decl., ¶ 7 and Ex. 2. The California Wage Theft Prevention Act Notice to
16 Employee, also assured Plaintiff Khandikian that his wages would be paid "weekly." Khandikian was
17 not compensated for his use of a personal cell phone. Khandikian was not paid for accrued wages
18 owing on account of Defendants' failure to provide a compliant meal period or any rest breaks.
19 Khandikian was employed by Defendants on at least two other occasions on different Productions and
20 encountered similar issues. The "Pay Frequency" was weekly for both of these Productions. He was
21 not paid for all his work, not provided compliant meal or rest breaks and he was not compensated for his
22 cell phone use.

23 10. Proposed Plaintiff Martinez was hired to work for EMG in March, 2025. According to
24 documents produced by Defendants, he worked on a commercial entitled "Panda Express #92535"
25 during the pay period from Sunday, March 9, 2025 to March 15, 2025. He worked on the Panda Express
26 commercial on Thursday, March 13, 2025. Plaintiffs allege that Martinez has not been paid any wages
27 owing on account of Defendants' failure to provide me a compliant meal period or rest break at all on
28 March 13, 2025. Martinez Decl., ¶ 7.

1 11. When Plaintiffs ceased working for Defendants, they were not timely paid all wages
2 accrued, including minimum wages or overtime, a violation of the FLSA giving rise to a right for
3 liquidated damages. Brooklyn Savings Bank v. O'Neil, 324 U.S. 697, 707 (1945) (“failure to pay the
4 statutory minimum on time may be . . . detrimental to maintenance of the minimum standard of living
5 'necessary for health, efficiency, and general well-being of workers' and to the free flow of commerce
6”); Biggs v. Wilson, 1 F.3d 1537, 1541 (9th Cir. 1993) (“we find it difficult to read *Brooklyn Sav.*
7 *Bank v. O'Neil*, 324 U.S. 697, 89 L. Ed. 1296, 65 S. Ct. 895 (1945) without concluding that an employer
8 violates the Act if payments are late.”); Id. at 1544 (“[w]e therefore hold that state officials' failure to
9 issue the class's paychecks promptly when due violates the FLSA. Paychecks are due on payday. After
10 that, the minimum wage is "unpaid.”)

11 12. During their employment, Plaintiffs and Class Members were required to and did keep
12 their walkie talkie radios and cell phones with them at all times, including during meal periods, and during
13 “down time” or faux rest breaks. Some breaks were simply not provided at all. This policy precluded
14 Defendants from providing Plaintiffs and others the ability to enjoy legally compliant meal and rest breaks
15 as required by California law. Augustus v. ABM Sec. Servs. Inc., 2 Cal. 5th 257, 260 (2016). Plaintiffs
16 have not been paid accrued premium wages owing for the non-provision of compliant meal periods and
17 rest breaks, as required by Naranjo v. Spectrum Sec. Servs., Inc., 13 Cal. 5th 93, 106-07, 111 (2022)
18 (“Naranjo”), and reiterated in Naranjo v. Spectrum Security Services, Inc., 15 Cal. 5th 1056, 1068
19 (2024) (“section 203 and section 226 claims can be brought based on unpaid and unreported missed-
20 break premium pay.”).

21 13. Code § 226(a)(1) and (5) require that the employer provide its employees with wage
22 statements showing the gross and net wages earned. None of the Plaintiffs’ wage statements provide the
23 correct amount of gross and net wages earned, as wage statements must show premium wages for
24 missed, tardy or truncated rest breaks and meal periods. Naranjo, 13 Cal. 5th at 121.

25 14. Code § 226(a)(6) requires the employer to provide a wage statement which shows “the
26 inclusive dates of the period for which the employee is paid.” Here, the defense at times, for some
27 employees, only provided the day on which work for the commercial production was undertaken,
28 making it impossible for the employee to determine whether they were paid timely or for all accrued

overtime during the week at issue. For example, Plaintiff Khandikian was provided a tardy paycheck, dated August 18, 2020, for a faux, one day “Pay Period,” “07/30/2020 – 07/30/2020.” See Khandikian Decl., Ex. 2 (wage statement). As the issued wage statements reflected a pay period of a single day or a few days—reflecting only the days actually worked, rather than the pay period—Plaintiffs and Class Members have no way in which to determine – from the wage statement alone -- whether the payment is timely. Defendants caused their payroll service to issue paychecks to workers with identically formatted wage statements indicating that the “Pay Frequency” was “W[EEKLY].” See Jurado Decl., Ex. 2 (wage statement); Pena Decl., Ex. 3. I have reviewed wage statements issued for work on behalf of Epoch to other clients of H&R, and all are in the same format.

Procedural History

15. This case was filed on March 15, 2024, and the First Amended Complaint is the current operative complaint, alleging class claims and a collective action claim under the federal Fair Labor Standards Act (“FLSA”). The parties have stipulated to the filing of a SAC in this case to add Eddie Martinez as a Plaintiff, and a representative claim under PAGA. The parties’ stipulation to the filing of the SAC was filed on February 11, 2026.

16. The core of the Action is focused on Plaintiffs’ allegations that, during the Release Period, they were employed as crew members on the making of Motion Pictures yet not timely paid their wages. Accordingly, the Plaintiffs allege under the FLSA and the California Labor Code that they were due liquidated damages, penalties and PAGA civil penalties.

B. Dunk/Kullar Analysis

Summary of the Case/Law and Facts – Maximum Recovery Analysis.

17. The class consists of 4,402 persons. Since there are a total of thirteen claims in the proposed SAC, the following combines the summary of facts and law with the analysis of the maximum realistic recovery on each claim.

Failure to Timely Pay Wages Upon Termination

18. The proposed SAC alleged violations of the Code §§201.3, 201.5, 203 and/or 204 (First Cause of Action) and the FLSA (Tenth Cause of Action). Plaintiffs and others were paid late, beyond the extended times for which provision is made by section 201.3, 201.5, 204 and/or as required by Code

1 §§ 510 and 1194. These violations give rise to penalties capped at thirty days of wages under Code
2 §203 and liquidated damages for tardy payment of the minimum wages even when that sum is paid,
3 albeit in tardy fashion. Biggs v. Wilson, 1 F.3d 1537 (9th Cir. 1993).

4 19. Section 203 of the California Labor Code (Continuing Wages) provides that, when
5 wages are unpaid by their statutory due date, the daily wages of the employee shall continue as a penalty
6 from the due date thereof at the same rate until paid up to a maximum of 30 days. Defendants' have
7 great exposure for certification of the Class and imposition of the related PAGA penalties.

8 20. Based on Plaintiffs' expert analysis, founded on Plaintiffs' claim that Defendants were
9 required to pay weekly, there was a 17.6% violation rate. In other words, 17.6% of work weeks had a
10 late payment with an average number of days late of five days. Using the approximate total class of
11 4,402 persons, a violation rate of 17.6%, delay of five days in the tardy payment, and an average day
12 wage of \$600, the penalty is: $\$2,324,256 (=4,402 \text{ [class members]} * .176 \text{ [violation rate]} * 5 \text{ [average}$
13 $\text{late days]} * \$600 \text{ [average day rate, including overtime]})$. If each class member worked but a single
14 time for Defendants and was entitled to thirty days of continuing wages on the claim that they were
15 never paid a premium hour of wages on account of Defendants' failure to provide rest breaks or rest
16 break premium wages, the total of penalties is in the neighborhood of $\$79,236,000 (=4,402 \text{ [class}$
17 $\text{members]} * 30 \text{ [late days]} * \$600)$. Since many workers have two or more stints of temporary
18 employment with Defendants, the potential penalty certainly exceeds \$100,000,000. In event of a
19 finding that Defendants should have paid its wages by no later than the next week, the PAGA civil
20 penalties are about $\$1,372.80$ due to the limited PAGA period at issue here $(=.176 \text{ (violation rate)} * 78$
21 $\text{Aggrieved Employees} * \$100 \text{ [civil penalty]})$. Labor Code section 210 provides for a civil penalty of
22 \$100 for each initial untimely pay violation and \$200 for each subsequent, or willful or intentional
23 violation.

24 Wage Statements

25 21. The proposed SAC alleges violations of Code §226(a) (Second Cause of Action) on
26 account of Defendants' failure to provide a wage statement which identifies the legal name and address
27 of the employer, instead listing one entity as the "Payroll Employer" and another as the "Controlling
28 Employer," as well as, at times, failing to describe the inclusive dates of the pay period and substituting

1 the days worked, all of which prevents the worker from determining “from the wage statement alone”
2 when their wages were due and whether they were paid all overtime wages which accrued during the
3 pay period, all in violation of the plain statutory language.

4 22. During the Class Period, Defendants used two industry specialist payroll companies, New
5 Caps, LLC and Wrapbook to prepare their wage statements. For the section 226 violation period,
6 commencing one year prior to the filing of the action, the approximate total maximum directly due for
7 the Class Members for wage statement violations is about \$213,300 ($= (\$50 \text{ [penalty for first violation]} * 1,100 \text{ [number of first checks]} + (\$100 \text{ [penalty for subsequent checks]} * 1,583 \text{ [estimated number of}$
8 $\text{subsequent paychecks]})$).³ Of course, with the standards articulated in Naranjo v. Spectrum Security
9 Services, Inc., 15 Cal. 5th 1056 (2024), it may be more difficult to recover damages or penalties under
10 the statute. During the 226 Class Period, the defense changed its practices with respect to issuance of
11 wage statements, at some point in 2023 beginning to issue statements which reflected the accurate
12 Sunday to Saturday pay period in the “Pay Period” portion of the wage statement.

13
14 23. With respect to violations of Labor Code § 226(a), Labor Code § 226.3 the PAGA civil
15 penalty in addition to any other penalty provided by law is at least \$100 for each wage statement and
16 arguably two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one
17 thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §
18 226(a).⁴ Here, again the total PAGA penalties for the wage statement violations will be relatively small
19 due to the curtailed PAGA period and limited number of Aggrieved Employees, approximately \$56,700,
20 based on our information and estimates that about 567 wage statements were issued between October 7,
21 2024 and December 28, 2024 ($= \$100 \text{ [penalty]} * 567 \text{ [estimated wage statements]}$).

22
23
24 ³ Section 226 of the Code provides that if “[a]n employee suffer[s] injury as a result of a knowing and
25 intentional failure by an employer to comply with subdivision (a),” then he or she “is entitled to recover
26 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
27 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
28 to exceed an aggregate penalty of four thousand dollars (\$4,000).” Id. § 226(e)(1). Failure to provide
the pay period or identify the correct legal name of the employer is “deemed” to satisfy the injury
requirement. McKenzie v. Federal Exp. Corp., 765 F.Supp.2d 1222 (C.D. Ca. 2011).

⁴ But see Gunther v. Alaska Airlines, 72 Cal. App. 5th 334, 356 (2021) (PAGA penalty is \$100 default
not \$250). Since the Alderson litigation covered these same issues, any court reduction in the civil
penalty seems unlikely.

1 24. Plaintiffs allege that the wage statements during the Class Period did not include all the
2 information required by Code § 226(a). Section 226 provides for damages to a maximum of \$4,000 per
3 employee, along with costs and reasonable attorneys' fees in accordance with the provisions of Code §
4 226 (a).⁵ Section 226 of the California Labor Code (Failure to Provide Information on Pay Stubs)
5 provides for damages as follows:

6 (e) (1) An employee suffering injury as a result of a knowing and intentional failure by an
7 employer to comply with subdivision (a) is entitled to recover the greater of all actual
8 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
9 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
award of costs and reasonable attorney's fees.

10 Labor Code section 226(e). Section 226(e) further defines "injury" for purposes of the penalty, along
11 with the term "knowing and intentional failure." For example, according to section 226(e), no penalty is
12 warranted for "an isolated and unintentional payroll error due to a clerical or inadvertent mistake." Cal.
13 Lab. Code § 226(e)(3).

14 25. Here, Class Members would be entitled to damages when not provided all of the required
15 data, \$50 for the initial wage statement, \$100 for later statements. In light of Augustus, since working
16 crew routinely respond to their walkie-talkies and cell phones all day, even during their breaks, the
17 potential exposure for these alleged violations is substantial, but not significant in light of potential civil
18 penalties under Code §203.

19 Failure to Provide Meal Periods and Rest Breaks

20 26. The proposed SAC alleges that the crewmembers were not provided compliant meal
21 periods and rest breaks. (Third and Fourth Counts). An employer who requires the workers to respond
22 to walkie-talkie instructions and cell phone calls, all day, as in the motion picture industry, is subject to
23 payment of premium wages for tardy, truncated or missed meal periods (generally limited to non-union
24 workers) and rest breaks (premium wages may be due to both union and non-union workers). See
25 Augustus v. ABM Security Services, Inc., 2 Cal. 5th 257, 269 (2016). Union contracts in the industry
26 permit the Director to call "grace" and delay the commencement of meal breaks for union employees.
27 This practice does not impact the rights of non-union workers, some 45% of the total. Indeed, the

28 ⁵ Defendants have vigorously denied the allegations, and proving the wage statement violations based
upon derivative claims may be difficult.

1 common use of “grace” to defer meals for union workers appears to cause routine violations to be
2 suffered by non-union personnel.

3 27. With respect to meal and rest breaks, the routine practice for crew on television
4 commercials produced by the Defendants is for all to be issued radio phones (“walkie-talkies”) so they
5 may be kept in constant communication with one another. Crew are expected to have their personal cell
6 phones on set, and to provide the cell phone numbers to the Producer so that information may be
7 published each day on an industry-standard call sheet. Accordingly, as in Augustus, there are class-wide
8 issues regarding premium wage claims for missed rest periods and meal breaks: “What we conclude is
9 that state law prohibits on-duty and on-call rest periods. During required rest periods, employers must
10 relieve their employees of all duties and relinquish any control over how employees spend their break
11 time. (See Brinker Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1038–1039, 139
12 Cal.Rptr.3d 315, 273 P.3d 513 (*Brinker*).)” Augustus v. ABM Sec. Servs., Inc., 2 Cal. 5th 257, 260, 270-
13 71 (2016), as modified on denial of reh'g (Mar. 15, 2017) (“In the context of a 10-minute break that
14 employers must provide during the work period, a broad and intrusive degree of control exists when an
15 employer requires employees to remain on call and respond during breaks.”) Further:

16 This very case provides an apt example. The trial court determined it was undisputed that
17 [the employer's] policy required plaintiffs to keep radios and pagers on, remain vigilant,
18 and respond if the need arose. Given these intersecting realities, on-call rest periods do
19 not satisfy an employer's obligation to relieve employees of all work-related duties and
20 employer control. In the context of a 10-minute break that employers must provide during
21 the work period, a broad and intrusive degree of control exists when an employer requires
22 employees to remain on call and respond during breaks. [Citation.] An employee on call
23 cannot take a brief walk—five minutes out, five minutes back—if at the farthest extent of
the walk he or she is not in a position to respond. Employees similarly cannot use their 10
minutes to take care of other personal matters that require truly uninterrupted time—like
pumping breast milk (see [Labor Code] § 1030 [regarding use of break time for
expressing milk for an infant]) or completing a phone call to arrange child care. The
conclusion that on-call rest periods are impermissible is not only the most logical in light
of our construction of Wage Order 4, subdivision 12(A), but is the most consistent with
the protective purpose of the Labor Code and wage orders.”

24 Augustus, *supra*, 2 Cal.5th at 269–271.

25 28. Here, Class Members were required to keep their walkie-talkies and/or cell phones on
26 their persons, turned on and audible at all times, including during their rest periods and meal breaks.
27 Accordingly, they were denied their breaks and are entitled to an additional two hours of wages for each
28 day on which a faux rest break was provided. Defendants kept records of each individual member of the

1 crew to whom a walkie-talkie was issued so that it could ensure the device was returned.

2 29. The defense exposure is significant: Assuming the approximately 1,966 non-union
3 workers each worked three days at an average hourly wage of \$59, the sum would be \$347,982 (=1,966
4 [workers] * 3 [days worked] * \$59 [average straight time hourly wage]). Premium wages for missed,
5 tardy or truncated rest breaks were rarely paid, if at all.⁶ Assuming all 4,402 union and non-union
6 workers each worked three days at an average day wage of \$59, the total would be about \$779,154
7 (=4,402 [workers] * 3 [days worked] * \$59 [average straight time hourly wage]).

8 30. Code section 226.7 provides “an employer shall not require an employee to work
9 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
10 regulation, standard, or order of the Industrial Welfare Commission (“IWC”).” An employer must
11 authorize and permit all employees to take 10-minute duty free rest periods for every major fraction of
12 4-hours worked. Wage Order 12 and Labor Code section 512 require employers to provide employees
13 with 30-minute uninterrupted and duty-free meal period within the first 6-hours of work. Were
14 Plaintiffs to prevail on all of their rest period and meal break theories, the total damages exceed
15 \$1,000,000.

16 Unpaid and/or Tardy Minimum Wage and Overtime

17 31. The proposed SAC alleges violations of Code §§ 1194, 1194.2, and 1198 (Fifth Count)
18 and Failure to Pay Minimum Wage or Overtime, FLSA (Tenth Count) on account of Defendants’ failure
19 to provide payment of all minimum wages and overtime. The minimum wage and overtime claims have
20 two basic components. The first relates to the defense rounding practices, especially the industry
21 practice of automatically deducting either exactly thirty or exactly sixty minutes for all meal breaks, as
22 well as rounding the wrap times for workers to the same minute, on the clock, whether exactly on the
23 hour or thirty minutes later. For example, under California law rounding is not permitted for meal
24 periods. The Wage Order requires employers to maintain “[t]ime records showing when the employee

25 _____
26 ⁶ Cf. Donohue v. AMN Servs., LLC, 11 Cal. 5th 58, 77 (2021) (If time records show missed, short, or
27 delayed meal periods with no indication of proper compensation, then a rebuttable presumption arises.
28 Employers can rebut the presumption by presenting evidence that employees were compensated for noncompliant meal periods or that they had in fact been provided compliant meal periods during which they chose to work.)

1 begins and ends each work period. Meal periods . . . shall also be recorded.” Wage Order 12, ¶ 7 (A) 3.
2 Rather, for example, than ever recording a 29- or 59-minute meal, and paying the worker for another
3 minute or so, the meal period is always almost rounded, often shortchanging a few minutes of earned
4 overtime or payment of a minimum wage.

5 32. In addition, the late payment of wages, beyond the regularly scheduled payday, exposes
6 the employer to claims for liquidated damages under the minimum wage statute. Again, based on
7 Plaintiffs’ expert analysis, assuming that Defendants were required to pay weekly, there was a 17.6%
8 violation rate. In other words, 17.6% of work weeks had a late payment. Assuming a total class of
9 some 4,402 persons, a violation rate of 17.6%, a total of three days of work paid late, and an average day
10 minimum wage of \$128 [=8*\$16], the liquidated damages are significant: \$297,504 (=4,402 [class
11 members] * .176 [violation rate] * 3 [average late days worked] * \$128 [average minimum wage per
12 day]). Labor Code section 558 imposes a civil penalty in addition to any other penalty provided by law
13 of \$50 for initial violations for each underpaid employee for each pay period for which the employee
14 was underpaid. This would create an additional, potential PAGA civil penalty: \$700 (= [Approximately
15 14 Aggrieved Employees] *[\$50].)

16 Fair Labor Standards Act.

17 33. The Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 207 provides for liquidated
18 damages in favor of Plaintiffs for an amount equal to the amount of minimum wages and overtime paid
19 later than required by the state law due date. “Under the FLSA wages are ‘unpaid’ unless they are paid
20 on the employees’ regular payday.” Biggs v. Wilson, 1 F.3d 1537, 1538 (9th Cir. 1993). Section 206(b)
21 of Title 29, the FLSA, requires that an employer pay each employee a minimum wage set by the Act.
22 According to the Ninth Circuit, the obligation to pay the employee the minimum wage “kicks in once an
23 employee has done covered work in any work week . . . If a payday has passed without payment, the
24 employer cannot have met his obligation to ‘pay’.” Id. at 1539. Furthermore, Section 216(b) provides
25 that absent good faith, “an employer who violates § 206 is liable to the affected employees in the
26 amount of their unpaid minimum wages, or their unpaid overtime compensation... and in an additional
27
28

1 equal amount as liquidated damages.” 29 U.S.C. § 260.⁷

2 34. Assuming that Plaintiffs were to prevail, the total potential liquidated damages are
3 substantial, but would only be due to those who undertake to opt into a collective action.

4 Reimbursement of Expenses

5 35. The SAC includes a claim for Defendants’ failure to reimburse expenses (Sixth Count).
6 Defendants never reimburse workers for their cell phone charges. Netflix, Disney and many others now
7 pay the crew reimbursement for acquisition and maintenance expenses of \$3.00 per day. The total
8 owing is \$260,586 (=28,954 [estimated workdays] * \$3 [per day] *3 [days]).

9 Unfair Business Practices – 17200

10 36. California Business and Professions Code §17200 et seq. (the “UCL”) provides for
11 injunctive relief and restitution (Ninth Count). A court may provide Plaintiffs with restitution in the
12 form of backpay and interest that was unlawfully withheld from an employee’s wages. Cortez v.
13 Purolator Air Filtration Prods. Co., 23 Cal. 4th 163, 179 (2000). As UCL actions sound in equity, a
14 defendant may assert equitable defenses, even if these defenses are not available for the underlying
15 Labor Code violation. Cortez, 23 Cal. 4th at 179. These defenses may not wholly defeat a UCL claim,
16 but “may be considered by the court when the court exercises its discretion over which, if any, remedies
17 . . . should be awarded.” Cortez, 23 Cal. 4th at 179.

18 Private Attorneys General Act § 2698 et seq.

19 37. Plaintiffs allege a PAGA claim in the proposed SAC on behalf of proposed Plaintiff
20 Martinez (Thirteenth Count). Here, in comparison to the total class size, because of the short PAGA
21 Period at issue here beginning October 7, 2024 (one year prior to the filing of the PAGA Notice) to
22 December 28, 2024, the number of Aggrieved Employees is small, only approximately 78 persons.
23 Unless otherwise provided by the Code, PAGA civil penalties for Labor Code violations are calculated
24 according to Labor Code 2699(f)(2):

25 ⁷ Additionally, it is irrelevant whether the delay in payment is long, as in weeks or months, or short, as
26 in days. If payday comes and goes without payment of at least the minimum wage, it is a violation and
27 minimum wages are considered “unpaid.” Id. at 1542. In Biggs, defendant employer, the State of
28 California, was 14-15 days late in paying the plaintiff employees’ their wages. The Ninth Circuit
considered the plaintiffs’ wages “unpaid.” Although the State was only two weeks late, because a
payday had passed and the workers had not been compensated at least the minimum wage, each was
entitled to liquidated damages.

1 If, at the time of the alleged violation, the person employs one or more employees, the
2 civil penalty is \$100 for each aggrieved employee per pay period for the initial violation
3 and \$200 for each aggrieved employee per pay period for each subsequent violation (the
4 “subsequent violation penalty”).

5 38. Some courts have interpreted Labor Code section 2699(f)(2) to impose the
6 enhanced “subsequent violation penalty” only after an employer has been notified that its conduct
7 violates the Labor Code. See Steenhuyse v. UBS Fin. Servs., Inc., 317 F. Supp. 3d 1062, 1067 (N.D.
8 Cal. 2018) (“California law is clear that a ‘subsequent violation’ level applies only to violations after the
9 employer is on notice that its continued conduct is unlawful. Until notified that it is violating a Labor
10 Code provision (whether or not the Commissioner or court chooses to impose penalties), the employer
11 cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject
12 to penalties.”); Trang v. Turbine Engine Components Technologies Corp., No. CV 12–07658 DDP
13 (RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012) (“courts have held that employers are not subject to
14 heightened penalties for subsequent violations unless and until a court or commissioner notifies the
15 employer that it is in violation of the Labor Code”); Amalgamated Transit Union Local 1309, AFL-CIO
16 v. Laidlaw Transit Services, Inc., No. 05cv1199–IEG–CAB, 2009 WL 2448430 (S.D. Cal. 2009)
17 (“AFL”) (finding that California law imposes the “subsequent violation penalty” only after an employer
18 has been notified its conduct violates the Labor Code); Willis v. Xerox Bus. Servs., LLC, No. No. 1:13-
19 cv-01353-LJO-JLT, 2013 WL 6053831, at *6 (E.D. Cal. Nov. 15, 2013) (finding that “[t]he phrase
20 ‘subsequent violation’ is a term of art” and “[f]or a plaintiff to recover for a ‘subsequent violation,’ an
21 employer must have notice that it has violated the Labor Code.”).

22 39. Each Aggrieved Employee who was allegedly not timely paid his or her final wages is
23 entitled to civil penalties. Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period
24 per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for
25 subsequent violations for all Labor Code provisions for which a civil penalty is not specifically
26 provided.

27 40. Labor Code section 558 imposes a civil penalty in addition to any other penalty
28 provided by law of \$50 for initial violations for each underpaid employee for each pay period for which
the employee was underpaid in addition to an amount sufficient to recover unpaid wages, and \$100 for

subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. This would create an additional, potential civil penalty for failure to provide timely payments of the minimum wage or appropriate meal periods and rest breaks of an additional civil penalty.

41. Estimated Recovery Summary. The following table is a rough summary of both the maximum potential recovery and the estimated “realistic” recovery. These are not “guesstimates”, but, rather, good faith but broad estimates of the “realistic” recovery which a jury might find, taking in the possibility of court remittitur. Here, the “realistic” recovery also takes into consideration that Defendants rolled out an arbitration agreement as part of their start paperwork in approximately January, 2023. The arbitration scheme included a class action waiver and according to Defendants, 1,904 of the 4,402 Class Members have executed the arbitration agreement:

Claim	Max. Potential Recovery	Realistic Recovery
1. Cal. Lab. Code (the “Code”) §§ 201.3, 201.5, 203 and/or 204, Continuing Wages	+/- \$79,236,000 (=4,402 [class members] * \$600 [daily wage] * 30 [days late])	+/- \$1,006,896 (=1,907 [class members] * .176 [violation rate] * 5 [avg. late days] * \$600 [daily rate])
2. Code §§ 226(a), Failure to Provide Compliant Pay Stubs	+/- \$213,300 (=(\$50 [penalty for first violation] * 1,100 [number of first checks]) + (\$100 [penalty for subsequent checks] * 1,583 [estimated number of subsequent paychecks]))	+/- \$37,540.8 (=(\$50 [penalty for first violation] * 1,100 [number of first checks]) * .176 [violation rate] + (\$100 [penalty for subsequent checks] * 1,583 [estimated number of subsequent paychecks] * .176 (violation rate))
3. Code §§ 226.7 and 512 and IWC Wage Order 12, Failure to Provide Meal Breaks	+/- \$347,982 (=1,966 [workers] * 3 [days worked] * \$59 [average straight time hourly wage]).	+/- \$0-75,000
4. Code § 226.7 and IWC Wage Order, Failure to Provide Rest Breaks	+/- \$779,154 (=4,402 [workers] * 3 [days worked] * \$59 [average straight time hourly wage]).	+/- \$0-\$150,000
5. Code §§ 1194, 1194.2 and 1198, Damages for Unpaid Minimum Wages	+/- \$1,690,368 (=4,402 [class members] * 3 [average late days worked] * \$128 [average minimum	+/- \$0-\$128,882 (=1,907 [class members without arbitration agreements] * \$128 [average minimum

	wage per day))	.176 [violation rate] * 3 [average late days worked] * \$128 [average minimum wage per day])
6. Code § 2802, Failure to Reimburse Necessary Expenses	+/- \$260,586 (=28,954 [estimated workdays] * \$3 [per day] *3 [days]).	+/- \$0-\$50,000
7. Code § 226(b), Failure to Provide Employment Record Upon Request	+/- \$3,750 (= \$750 * 5 (individual plaintiffs))	+/- \$3750 (= \$750 * 5 (individual plaintiffs))
8. Code § 1198.5, Failure to Provide Employment Records Upon Request	+/- \$3,750 (= \$750 * 5 (individual plaintiffs))	+/- \$3,750 (= \$750 * 5 (individual plaintiffs))
9. Unfair Business Practices Business and Professions Code § 17200 <i>et seq.</i>	(covered by above calculations)	
10. Failure to Pay Minimum Wage or Overtime, FLSA, 29 U.S.C. § 201 <i>et seq.</i>	+/- > \$300,000 (rough estimate as it is difficult to guess number of opt-ins)	+/- \$0-\$50,000
11. Breach of Implied Contract	Unknown	0
12. Breach of Written Contract	Unknown	0
13. Code § 2698 <i>et seq.</i> , PAGA civil penalties	+/- \$75,000 (liberal estimate based on likely reductions)	+/- \$0-\$25,000
TOTAL	+/- \$82,560,755.98	+/- \$1,529,318
Settlement	\$550,000	\$550,000
Settlement as % of Total	<1%	+/- 36%

Summary of Investigation

42. Some twenty-five years ago, Harris & Ruble and the undersigned began an intensive investigation of the television commercial production industry, leading to the filing, on October 2, 2000, of Greenberg v. EP Management Services, LP, Case No. BC250072 (Los Angeles Superior Court) and on March 15, 2004, of Harrington v. Manpay LLC, Case No. BC 312171 (Los Angeles Superior Court),

1 followed on February 23, 2006, with Alderson v. Avalon Payroll Services, Inc., Case No. BC 347925
2 (Los Angeles Superior Court). These cases were brought on behalf of motion picture crew against
3 producers of television commercials, such as the Defendants here, as well as advertising agencies and
4 the major motion picture studios. The Greenberg, Harrington and Alderson litigation involved the
5 production of many thousands of documents and dozens of witness interviews and depositions, ending
6 in settlements mediated by Los Angeles Superior Court Judges West and Chaney. Bithell v. E.P. Mgmt.
7 Servs., LP, 2007 Westlaw 4216854 (Cal. Ct. App. 2007).

8 43. Harris & Ruble have prosecuted many subsequent cases involving the motion picture
9 industry, including cases against television commercial production companies such as Defendants here.
10 Since those early cases were concluded, the time allowed for motion picture production companies to
11 make final payment of wages to workers was increased by amendment to Labor Code section 201.5,
12 coupled with the passage of section 204, permitting payment of final wages as slowly as twice per
13 month. However, in response to the California Supreme Court decision in Smith v. Superior Court
14 (L'Oréal), 39 Cal. 4th 77 (2006), another statute was enacted, Code section 201.3, requiring temporary
15 services employees such as Plaintiffs to be paid weekly.

16 44. Before the filing of the Complaint, I spoke with a number of crewmembers who had
17 worked on Defendants' productions and had not been timely paid and had not received all wages due
18 and owing to them. I received a telephone call from Mr. Bonner in November, 2023 requesting that
19 Harris & Ruble assist him in securing payment of his wages for work he had done for EMG. Shortly
20 after receiving the initial communication from Mr. Bonner, my office requested records pursuant to Cal.
21 Lab. Code §§ 226, 432 and 1198.5 on behalf of several former employees of Defendants, including Mr.
22 Bonner. In October, 2025, as part of the Settlement Process, on behalf of proposed Plaintiff Martinez,
23 our firm commenced the formal PAGA process by submission of the required information to the LWDA
24 and Defendants Anonymous. A true and correct copy of the October 7, 2025, PAGA Notice filed on
25 behalf of Mr. Martinez, is attached hereto as Exhibit 5.

26 45. The parties also engaged in substantial informal discovery for mediation. Beginning in
27 June of 2025, as part of our preparation for settlement discussions and mediation, we reviewed time
28 punch records and payroll records for Class Members during the class period. Plaintiffs requested and

1 Defendants agreed to produce records for all putative Class Members, rather than a sample. We
2 reviewed records reflecting the timing of thousands of payments to Defendants' employees, including
3 random ID numbers; daily pay rates; work dates; and paycheck dates.

4 *Summary of Settlement Negotiations*

5 46. On June 30, 2025, the Parties participated in a mediation with Judge Jeffrey K. Winikow
6 (Ret.). Although the case did not settle at mediation, the Parties continued to negotiate in good faith,
7 exchanging additional information and engaging in continued dialogue with Judge Winikow's
8 assistance. Judge Winikow made a mediator's proposal which was accepted by the parties after the
9 mediation. In preparation for the mediation, Plaintiffs retained a consulting expert with a great deal of
10 experience in this field, specializing in analysis of large amounts of data to assist clients in dispute
11 resolution. The parties proposed Settlement Agreement follows the Court's model settlement
12 agreement. During the process of negotiating the terms of the settlement, Plaintiffs negotiated a cut off
13 end date for the Class Period, December 28, 2024, that was earlier than a potentially ambiguous date in
14 the future, such as the date of preliminary approval. Before finalizing the Settlement, Plaintiffs required
15 that Defendants provide an updated number regarding the Class Members who worked during the Class
16 Period, through December 28, 2024, and Defendants provided this information prior to execution of the
17 Settlement Agreement: 4,402 putative class members during the Class Period (from September 19, 2019
18 to December 28, 2024).

19 *Summary of Risks*

20 47. This is a case in which we concluded that potential maximum compensatory damages,
21 liquidated damages, penalties and civil penalties (however unlikely) exceeds \$80,000,000. As a
22 practical matter, there is a limit on how much a defendant will pay in penalties rather than undergo the
23 expense of a Chapter 11 proceeding, in which a judgment for liquidated damages, penalties and civil
24 penalties might likely be eliminated. The undersigned has represented both the Commonwealth of
25 Pennsylvania and New York as creditors in bankruptcy cases. In entertainment industry matters, the
26 undersigned has had at least seven production company defendants seek refuge in the bankruptcy courts
27 or other insolvency proceedings. Whatever stigma might have been associated with taking a business to
28 bankruptcy appears to have been substantially reduced if not eliminated.

1 48. Courts regularly evaluate the fairness of a class action settlement focused only on the
2 defendant's exposure for compensatory damages, exclusive of potential liquidated damages, penalties
3 and civil penalties. Rodriguez v. West Publishing Corp., 563 F.3d 948, 955 (9th Cir. 2000) ("It is our
4 impression that courts generally determine fairness of an antitrust class action settlement based on how
5 it compensates the class for past injuries, without giving much, if any, consideration to treble
6 damages."). This approach has been followed in wage and hour cases. See Miller v. CEVA Logistics
7 USA, 2015 WL 729638, at *7 (E.D. Cal, Feb. 19, 2015) (evaluating fairness of wage and hour class
8 action by comparison to potential exposure exclusive of penalties); Richardson v. Interstate Hotels &
9 Resorts, Inc. 2019 WL 803746 at *3 (N.D. Cal. Feb 21, 2019) (the court evaluated the settlement
10 amount exclusive of penalties). In Bedolla v. Allen, 736 Fed. Appx. 614, 617-618 (9th Cir. 2018), the
11 Ninth Circuit approved a settlement for less than 1% of possible damages, liquidated damages, penalties
12 and civil penalties.

13 49. In securities class settlements, recoveries of less than 5% of the injury are common. See
14 In re Heritage Bond Litig., No. 02-ML-1475-DT, 2005 U.S. Dist. LEXIS 13627, at *27-28 (C.D. Cal.
15 Jun. 10, 2005) (median amount recovered in securities class settlements was 2.7% in 2002, 2.8% in
16 2003, 2.3% in 2004, 3% in 2005 and 2.2 in 2006.)

17 50. Prevailing at all in a class action is not the norm. See Magadia v. Wal-Mart Assocs., 999
18 F.3d 668, 671 (reversing judgment on appeal and reducing a verdict of over \$100,000,000, including
19 PAGA civil penalties, to zero); Carrington v. Starbucks, 30 Cal. App. 5th 504, 529 (2018) (the trial court
20 awarding just 10% of the potential civil penalty.) It is respectfully submitted that there are myriad class
21 action cases in which modest settlements are approved. In these cases, it is rare indeed for a complete
22 analysis of all possible recoveries, whether for compensatory damages, liquidated damages, penalties
23 and civil penalties, to be articulated. As one court wrote regarding an Objector, one Mr. Greenwell:

24 Greenwell misunderstands Kullar, apparently interpreting it to require the record in all
25 cases to contain evidence in the form of an explicit statement of the maximum amount
26 the plaintiff class could recover if it prevailed on all its claims—a number which appears
27 nowhere in the record of this case. But Kullar does not, as Greenwell claims, require any
28 such explicit statement of value; it requires a record which allows "an understanding of
the amount that is in controversy and the realistic range of outcomes of the litigation."
(Kullar, supra, 168 Cal.App.4th at p. 120.) That record exists in this case. We entertain no
doubt that the trial court had "an understanding of the amount ... in controversy" (Kullar,

supra, 168 Cal.App.4th at p. 120), despite the absence of a statement of the maximum value of all claims.

Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles, 186 Cal. App. 4th 399, 409 (2010).

51. In this case, the parties achieved a settlement after extensive pre-mediation discovery. Defendants called on respected and experienced class action defense counsel, Mitchell Silberberg & Knupp LLP. The parties have engaged in substantial investigation and extensive discovery. Utilizing available class data, the parties were able to meet and confer regarding the issues in this case for several months before the full execution of the Settlement Agreement in January of 2026. Based upon my investigation and updated data provided by Defendants, I believe there are approximately 4,402 class members, including Plaintiffs (the “Settlement Class Members”).⁸

52. Plaintiffs and their counsel diligently pursued an investigation of the Settlement Class Members’ claims against Defendants, any and all applicable defenses, and the applicable law. The investigation included the exchange of information pursuant to informal discovery for mediation, numerous meetings and conferences between Class Counsel and Defendants’ Counsel, and review and analysis of records with our expert. Plaintiffs also searched publicly-available Film Permits from FilmLA for Defendant, to cross-check the class data, including shooting dates for the Production and number of crew members for each production. Plaintiff’s counsel did detailed research of public records on Defendant, Releasees and its principals, including property reports, asset searches, business filings with the California Secretary of State and company profiles. Prior to settlement negotiations, Class Counsel and our consulting expert analyzed the records and prepared a detailed damages model. This extensive analysis of the payroll records allowed plaintiff’s counsel the opportunity to ascertain the true scope of potential liability for each claims, the probably of success on the merits of each claim, and the reasonableness of the final settlement proposal, which was ultimately accepted. These potential damage reports were shared with defense counsel, and they were discussed in multiple meet and confers during negotiation. The parties negotiated for months reviewing all available class data prior to mediation. The parties ultimately reached an arms-length settlement, which Plaintiffs now submit to this Court for

⁸ Class Counsel and their expert reviewed payroll records for the majority of Class Members and performed a damages analysis with their expert.

1 preliminary approval. The settlement negotiations were vigorous, truly arms' length, and involved a
2 contentious—albeit collegial—debate. After interviews of potential witnesses and putative class
3 members and an exchange of relevant information regarding the putative class members' work, the
4 parties engaged in extended and vigorous settlement negotiations.

5 53. Counsel for the parties have further investigated the applicable law as applied to the facts
6 discovered regarding Plaintiffs' claims, the defenses thereto and the damages claimed by Plaintiffs.
7 Plaintiffs have considered the expense and length of continued proceedings necessary to continue the
8 Action against Defendants through trial and any possible appeals. I have carefully considered the risks
9 and expenses involved in further litigation, the potential recovery to the Class if the case were fully
10 litigated through trial, keeping in mind the probability of any recovery for Class Members being delayed
11 in the event of a successful trial outcome by the taking of an appeal. After a careful analysis of all of the
12 relevant factors, I have formed and now hold the opinion that the terms and conditions embodied in the
13 settlement are fair, reasonable, and equitable; that they represent a good result; and that the risks and
14 delay of further litigation likely outweigh the potential benefits that might be derived from further
15 litigation.

16 54. For purposes of summarizing the risks and evaluating the settlement's reasonableness, the
17 undersigned is mindful that this estimate must be "tempered by factors such as the risk of losing at trial,
18 the expense of litigating the case, and the expected delay in recovery (often measured in years)." In re
19 Toys R Us-Delaware, Inc.-- Fair & Accurate Credit Transactions Act (FACTA) Litig., 295 F.R.D. 438,
20 453 (C.D. Cal. 2014). Based on data provided by Defendants and my analysis of the untimely paid
21 wages, damages, penalties and civil penalties at issue in this case, I have concluded that the settlement is
22 fair and reasonable, and in the best interest of the Class. Based on case law and my experience, in a case
23 of this nature it is appropriate to substantially discount penalties and civil penalties. E.g., Rodriguez v.
24 West Publishing Corp., 563 F. 3d 948, 955 (9th Cir. 2009) (antitrust); In re Cmty. Bank of N. Virginia,
25 622 F.3d 275, 311–12 (3d Cir. 2010), as amended (Oct. 20, 2010) (illegal home equity lending scheme).

26 *Summary of Class Certification Risks*

27 55. The undersigned has participated as an Associate in the jury trial of a case of far greater
28 complexity than that now before this Court, one in which a district court certified nationwide classes of

1 the governmental and private owners of schools, hospitals, office buildings and the like, a matter which
2 dwarfs the complexity of the case now at issue, this matter only involving a productions of motion
3 pictures, all shot in California. See In re Masterkey Antitrust Litig., 1977 U.S. Dist. LEXIS 12948 (D.
4 Conn. 1977) (six-week jury trial resulting in settlement).

5 56. In this case, the Parties achieved a settlement before the filing of a motion for class
6 certification. Plaintiffs were well aware of the possibility that the the defense might convince this Court
7 to limit certification to a single production or to a few productions, or that the Court might deny
8 certification altogether. Significantly, Judge West, for settlement purposes, certified a class including
9 thousands of television commercial productions and music videos, as well as television programs and
10 feature films. Bithell v. E.P. Mgmt. Servs., LP, 2007 Westlaw 4216854 (Cal. Ct. App. 2007) (sustaining
11 class settlement of entertainment-industry employees for section 203 and 226 claims against
12 entertainment-industry television commercial production companies, studios and advertising agencies).
13 Further, Defendants deny any liability or wrongdoing of any kind associated with the substantive claims,
14 and have credible defenses to Plaintiffs' claims, including whether their actions were "willful" or
15 "knowing and intentional." The California Supreme Court has recently issued its opinion that Code
16 section 203's "willfulness" requirement and Code section 226's "knowing and intentional" requirements
17 are substantially identical. See Naranjo v. Spectrum Security Services, Inc., 15 Cal. 5th 1056, 1068
18 (May 6, 2024). In addition, Defendants particularly assert that the matter should not be resolved as
19 either a Class or Representative action.

20 *Class/PAGA Allocation*

21 57. The allocation between payments to the Class and to the LWDA seems logical in this
22 case. The allocation of \$24,000 to PAGA will be divided between the LWDA who will receive 65%
23 (\$15,600) as described in the current PAGA statute while Aggrieved Employees will receive 35%
24 (\$8,400).

25 **C . Class Certification**

26 *Numerosity*

27 58. Here, the Settlement Class covers the period from September 19, 2019, through and
28 including December 28, 2024, and consists of approximately 4,402 individuals. The Defendants used a

1 recognized specialty entertainment industry payroll company to audit the Class timecards and prepare
2 paychecks. This process is fully computerized with numerous checks on the process, and the total
3 number of individuals in the Class will be readily available.

4 *Ascertainability*

5 59. Due to the intense record keeping requirements of the taxing authorities and the desire of
6 all involved for accuracy in the payroll process, all of the required information is readily ascertainable.

7 *Community of Interest and Adequacy of Class Representatives*

8 60. As detailed in the Plaintiffs' Declarations filed herewith, each has claims typical of the
9 class and can adequately represent the Class.

10 61. Before executing the Settlement Agreement, I reviewed its terms with the Plaintiffs.
11 Plaintiffs have indicated that they consider the Settlement to represent a fair, reasonable, and adequate
12 resolution of this case. Plaintiffs share the desire to be paid in full, such that they are committed to
13 pursuing the Class claims to seek reimbursement for themselves, as well as other similarly situated
14 employees.

15 *Adequacy of Class Counsel*

16 62. The undersigned has been and is licensed as an attorney in California (1989). I am a
17 graduate of the University of Illinois (A.B. 1970; J.D. 1974). After graduation from law school in
18 January 1974, I was hired as a litigation associate at a plaintiffs' antitrust boutique in Chicago, Illinois:
19 Freeman, Freeman & Salzman.⁹ I became a partner in that firm in 1980, and I started my own practice
20 in 1982. I speak before professional organizations on topics of interest to the Bar. I have represented
21 plaintiffs in complex business litigation for over fifty years. E.g., Illinois v. Ill. Brick Co., Inc., 431 U.S.
22 720 (1977); In re My Left Hook, LLC, 129 Fed. Appx. 352 (9th Cir. 2005); Gregory v. SCIE, LLC, 317
23 F.3d 1050 (9th Cir. 2003); In re Blue Coal Corp., 986 F.2d 687 (3d Cir. 1993); In re Blue Coal Corp.,
24 206 B.R. 730 (M.D. Pa. 1997); U.S. v. Gleneagles Inv. Co., Inc., 584 F. Supp. 671, 689 (M.D. Pa.

25
26 ⁹ Of my partners in Freeman, Freeman & Salzman, a firm that dissolved in 2007, each continued to
27 practice as a senior partner or of counsel in a leading national law firm. Lee Freeman, Jr. became the
28 Chair of the Antitrust Litigation Practice at Jenner & Block. Jerrold Salzman became of counsel at
Skadden, Arps, Slate, Meagher & Flom. Tyrone Fahner was subsequently the Attorney General for the
State of Illinois and ultimately became a partner at Mayer Brown, having served as its co-Chairman
from 1998 to 2001 and its Chairman from 2001 to 2007.

1 1984), aff'd. in part and vacated in part, and remanded sub. nom., U.S. v. Tabor Ct. Realty Corp. 803
2 F.2d 1288 (3d Cir. 1986), cert. den. sub. nom., McClellan Realty Co. v. U.S. 483 U.S. 1005 (1987); In re
3 Uranium Antitrust Litig., 503 F. Supp. 33 (N.D. Ill. 1981); In re Grand Jury, 469 F. Supp. 666 (M.D. Pa.
4 1980); In re Anthracite Coal Antitrust Litig., 82 F.R.D. 364 (M.D. Pa. 1979), In re Folding Carton
5 Antitrust Litig., 83 F.R.D. 251 (N.D. Ill. 1978); In re Anthracite Coal Antitrust Litig., 78 F.R.D. 709
6 (M.D. Pa. 1978); In re Masterkey Antitrust Litig., 1977 U.S. Dist. LEXIS 12948 (D. Conn. 1977) (six
7 week jury trial for plaintiffs); A. Cherney Disposal Co. v. Chicago & Suburban Refuse Disposal Corp.,
8 68 F.R.D. 383 (N.D. Ill. 1975); In re Cement-Concrete Block, Chicago Area, Grand Jury Proceedings,
9 381 F. Supp. 1108 (N.D. Ill. 1974); Parmet v. Lapin, 2004 Cal. App. Unpub. LEXIS 5217 (June 1,
10 2004). I have been counsel in class action jury trials on behalf of plaintiffs and, once, assisted during a
11 class action bench trial for a defendant, Allstate Insurance Company. I have represented employees in
12 numerous disputes concerning their receipt of pay in connection with their employment, both before the
13 State of California Division of Labor Standards Enforcement and in state and federal courts in
14 California. E.g., Jacobs v. CSAA Inter Ins. Bureau, 2009 U.S. Dist. LEXIS 37153 (N.D. Cal. May 1,
15 2009); Escobar v. Whiteside Constr. Corp., 2008 U.S. Dist. LEXIS 68439 (N.D. Cal. 2008) (certification
16 of collective action); Tremblay v. Chevron Stations, Inc., 2008 Westlaw 2020514 (N.D. Cal. 2008)
17 (certification of collective action); Perez v. Maid Brigade, Inc., 2007 U.S. Dist. LEXIS 78412 (N.D. Cal.
18 2007) (denial of employer's effort to enforce arbitration clause in employment agreements); Hoffman v.
19 Uncle P Prods., 2008 Cal. App. Unpub. LEXIS 3609 (three-year statute of limitations applies to section
20 203 claims for continuing wages); Bithell v. E.P. Mgmt. Servs., LP, 2007 Westlaw 4216854 (Cal. Ct.
21 App. 2007) (sustaining class settlement of entertainment-industry employees for section 203 and 226
22 claims against entertainment-industry television commercial production companies, studios and
23 advertising agencies); DuPont v. Avalon Hollywood Servs., Inc., 2007 Westlaw 93386 (Cal. App.
24 2007); Gregory v. Superior Court, 2004 Westlaw 2786357 (Cal. Ct. App. 2004) (employee of
25 entertainment-industry "payroll company" not subject to arbitration of dispute under collective-
26 bargaining agreement), and; Zabounian v. Hack Partners, LLC, Los Angeles Superior Court Case No.
27 BC 343449 (bench trial resulting in \$601,000 judgment on behalf of 89 class members in certified Code
28 and FLSA action). The undersigned has also been appointed lead class counsel in many settled class

actions. E.g., Kang v. Albertson's, Inc., C.D. Cal. Case No. 2:07-CV-00894-CAS-FFM (\$6,637,500 settlement of labor-law claims); Tremblay v. Chevron Stations, Inc., N.D. Cal. Case No. CV 07-6009 EDL (\$4,500,000 settlement of labor-law claims); Doty v. Costco Wholesale Corp., C.D. Cal. Case No. CV 05-3241 FMC (JWJx) (\$7,500,000 distributed to class members for FLSA and Code section 203 and 226 violations); Agatep v. Exxon Mobil Corp., C.D. Cal. Case No. CV 05-2342 GAF (\$1,500,000 settlement on behalf of service-station employees in California); Alfano v. Int'l Coffee & Tea, LLC, C.D. Cal. Case No. CV 04-8996 SVW (CWx) (FLSA and Code section 226, 510, and 1194 case); Jenne v. On Stage Audio Corp., C.D. Cal. Case No. CV 04-2045 CAS (PJWx) (Code section 203 violations); Hansen v. Advanced Tech Security Servs., Inc., Los Angeles Superior Court Case No BC 367175 (\$1,050,000 settlement of labor-law claims); Ross v. Human Resources, Inc., Los Angeles Superior Court Case No. BC 351506 (Code section 203 case); Harrington v. Manpay, LLC, Los Angeles Superior Court Case No. BC 312171 (\$1,000,000 distributed to class members in a section 510 and section 1194 case); Brackett v. Saatchi & Saatchi, Los Angeles Superior Court Case No. BC 298728 (over \$170,000 distributed to class members in an FLSA and section 203 case); Readmond v. Straw Dogs, Inc., Los Angeles Superior Court Case No. BC257394 (over \$100,000 distributed to class members in a section 203 case); Greenberg v. EP Mgmt. Servs., LP, Los Angeles Superior Court Case No. BC 237787 (\$5,348,000 settlement of claims under sections 203 and 226 of the Code); Angel Paws, Inc. v. Avalon Payroll Servs., Inc., Los Angeles Superior Court Case No. BC 188982 (over \$450,000 distributed to class members in a section 203 case); Saunders v. Metro Image Group, San Diego Superior Court Case No. GIC 809753 (Code section 203 case); Stratford v. Citicorp West FSB, Monterey Superior Court Case No. M 81026 (\$950,000 settlement of labor-law claims); Deckard v. Banco Popular N. Am., related to Silva v. Banco Popular N. Am., C.D. Cal. Case No. CV 08-6709 JFW (RZx) (\$1,050,000 settlement of Code and FLSA claims); Wingate v. The Production Farm, LLC, C.D. Cal. No. CV 07-04294 (2009 settlement of FLSA and Code 203, 212, 226 and 1194 case); Dizon v. Ito, Inc., N.D. Cal. Case No. 3:10-CV-00239-JSW (\$2,451,000 settlement of Code and FLSA claims); Jacobs v. Institute of Reading Dev., Inc., N.D. Cal. Case No. 10-CV-00574-JCS (\$275,000 settlement of Code and FLSA claims); and Peralta v. Macerich Management Company, Marin County Superior Court Case No. CIV 1004656 (\$2,200,000 settlement of Code claims). The majority of the foregoing cases were undertaken

1 on a contingent-fee basis, and Harris & Ruble has sufficient financial resources to engage in that sort of
2 practice.

3 63. Over the past twenty-five years, I have researched and argued claims such as those at
4 issue in this case, i.e., alleged tardy payment of wages under federal law, “continuing wages” under
5 section 203 of the Code, and damages under section 226 of the Code. E.g. Greenberg v. EP
6 Management Services, LP, Los Angeles Superior Court Case No. BC 237787, filed October 2, 2000;
7 Kang v. Albertson’s, Inc., United States District Court for the Central District of California Case No.
8 2:07-CV-00894-CAS-FFM; Hansen v. Advanced Tech Security Services, Inc., Los Angeles Superior
9 Court, Case No. BC 367175.

10 64. Priya Mohan is an attorney at my firm who worked on the above-captioned matter. She
11 is a *magna cum laude* graduate of the University of Michigan (B.A., 2000), the Luskin School of Public
12 Affairs (M.P.P., 2010), and the USC Gould School of Law (J.D., 2003). She became a member of the
13 California bar in 2003. Ms. Mohan has worked with me in several labor-law disputes at Harris & Ruble
14 and has been appointed class counsel in a number of them. E.g. Clarke v. Indelible Media Corp., United
15 States District Court Case No. CV10-6230; Lobato v. Abbott Cardiovascular Systems, Inc., Santa Clara
16 Superior Court Case No. 110CV175637; Matheny v. CA Payroll, Inc., United States District Court Case
17 No. 2:11-CV-02522; Chorley v. Palm Productions, Los Angeles Superior Court Case No. BC465045;
18 Popko v. Van Acker Construction Associates, Inc., United States District Court Case No. CV114034;
19 Rentoria v. Omnicare, Los Angeles Superior Court Case No. BC405988; Pena v. Downey, Los Angeles
20 Superior Court Case No. BC447731; Seielstad v. Aegis Senior Communities, LLC, United States
21 District Court Case No. 09-01797; Covillo v. Specialty’s Café and Bakery, Inc., 11-CV-00594-DMR;
22 Johnson v. Sky Chefs, Inc., 11-CV- 05619-LHK. Ms. Mohan has also worked with me on class-action
23 matters and has been appointed class counsel in connection therewith, e.g. Lobato v. Abbott
24 Cardiovascular Systems, Inc., Santa Clara Superior Court Case No. 110CV175637; Rentoria v.
25 Omnicare, Los Angeles Superior Court Case No. BC405988; Covillo v. Specialty’s Café and Bakery,
26 Inc., United States District Court, N.D. Cal. Case No.11-CV-00594-DMR; Johnson v. Sky Chefs, Inc.,
27 United States District Court, N.D. Cal. Case No. 11-CV- 05619-LHK; Chookey v. Sears Roebuck and
28 Co., United States District Court, C.D. Cal. Case No.12-CV-2491-GW; Schroeder v. Envoy Air, Inc.,

1 United States District Court, C.D. Cal. Case No.16-CV-4911-MWF (KSx); Sherman v. CLP Res., Inc.,
2 United States District Court, C.D. Cal. Case No. 12-CV-8080-GW; Artiga v. ABM Industry Groups,
3 LLC, C.D. Cal. Case No. 10-CV-06735-GW-RAO; Pena v. Anonymous Content Entertainment, Inc.,
4 Los Angeles Superior Court Case No. 22STCV09276.

5 65. Details regarding the adequacy of the proposed Class Representatives, including that they
6 have agreed to act as class representatives and understand their responsibilities, are set forth in their
7 Declarations, filed herewith.

8 **D. Claim Requirement (not applicable)**

9 66. There is no claims requirement.

10 **E. Miscellaneous**

11 67. All terms of the settlement are inside the scope of the proposed SAC.

12 68. The English only Notice is sufficient as the workers involved in the proposed Class are
13 all or virtually all fluent in English.

14 69. There are no affirmative obligations.

15 70. There is no fee splitting agreement.

16 71. There is no injunctive relief against a class representative or class member.

17 72. The Plaintiffs have all worked with Class Counsel on this case for years, participating in
18 discovery, and exchanging numerous communications and reviewing extensive documents.

19 **II. SETTLEMENT AGREEMENT**

20 **A. The Basics**

21 73. There are separate definitions for Class Members and Aggrieved Employees. The Class
22 and release periods have a definite end date: December 28, 2024.

23 **B. Release of Claims**

24 74. The scope of the releases for Class Members and Class Representatives are typical of
25 cases of this nature, tied to the articulated facts. The Settlement provides that the payments to Class
26 members will come from the initial defense payment. There are no confidentiality provisions which will
27 impede Class Counsel's ability to discharge their fiduciary duties. The release is not effective until
28 remittance of the Gross Settlement Amount to the Settlement Administrator.

1 **C. Monetary Terms**

2 75. The Gross Settlement Amount is \$550,000. Defendant shall fund the Settlement within
3 30 days of the Effective Date, the latest of resolution of any objections or appeals, all in the normal
4 fashion. See Ex. 1 at ¶¶ 1.18 and 4.2. The proposed deductions from the Settlement are \$183,333.33 for
5 attorney's fees; up to \$25,000 for costs incurred by Class Counsel; up to \$25,000 for the Class
6 Representative Incentive Awards; up to \$27,905 for the Settlement Administrator; and \$24,000 allocated
7 to PAGA.

8 76. Attorneys' fees will be sought based on the percentage methods, with a lodestar cross-
9 check. The requested attorney fee percentage is typical of that charged by Class Counsel for other
10 employment cases. The Court should also consider that the efforts of Class Counsel have resulted in
11 substantial benefits to the Settlement Class Members in the form of a significant settlement fund
12 established to compensate Settlement Class Members for the alleged wage-and-hour violations. Without
13 the efforts of Class Counsel, the claims alleged in the Complaint would likely have gone without
14 remedy. Additionally, Class Counsel has invested significant time and resources in this case, with
15 payment deferred to the end of the litigation and entirely contingent on the outcome. On behalf of my
16 firm, I have negotiated numerous contingency fee agreements with plaintiffs, both as individuals and as
17 representatives in class action and PAGA suits. Many of those agreements provided that counsel will
18 receive a fee that is between 33.33% and 40% of any recovery that is obtained, and, in addition, that
19 counsel be reimbursed for the costs they incurred out of the recovery amount. There are always risks
20 attendant to billing cases on a contingency basis. It is not a foregone conclusion that every case taken on
21 a contingency fee basis will result in a recovery or that the attorneys' fees recovered will actually
22 compensate my firm for the amount of time expended in an action. Moreover, even when successful, a
23 class action contingency law firm may only receive a small percentage of the amount of attorneys' fees
24 incurred during the prosecution of a case. Where plaintiffs' counsel does succeed, therefore, it is
25 appropriate to compensate the firm for the risks the firm regularly undertakes. There is also always the
26 possibility that the plaintiff will not prevail and Class Counsel will not receive any compensation for its
27 services. Harris & Ruble has not been paid any money for attorneys' fees in this case. My firm has also
28 advanced many of the costs associated with the case, currently estimated to be approaching \$25,000.

1 77. The requested \$5,000 class representative enhancement fee to each Plaintiff is reasonable
2 given: (1) the substantial time and effort each Plaintiff and putative plaintiff has expended on behalf of
3 the Settlement Class; (2) the risks each Plaintiff faces as a result of bringing this action; (3) the fact that
4 each Plaintiff put the interests of the class ahead of his own; and (4) the substantial benefit conferred
5 upon the Settlement Class as result of Plaintiff's Action. Each Plaintiff is giving a full release of all
6 potential claims against Defendants, including a 1542 waiver. Plaintiffs have taken an active part in this
7 litigation, conferring with counsel and assisting in gathering information for the prosecution of the
8 lawsuit. Each Plaintiff aided in the preparation of the initial complaint and proposed settlement. Each
9 Plaintiff has spent considerable time providing factual background and consulting with Counsel in
10 connection with settlement.

11 78. Payments are deemed 10% wages, 10% reimbursement of expenses, and 70% as
12 penalties and interest. Defendants' share of the taxes on wages will be paid from the Settlement.

13 79. Individual class payments will be made, "by dividing the Net Settlement amount by the
14 total number of Participating Class Members during the Class Period." Ex. 1 at ¶ 3.2.4.

15 80. The proposed payment formula contemplates a weighted formula for distribution of
16 Settlement Funds to Class Members depending on whether or not they signed the EMG arbitration
17 agreement that was instituted in January of 2023. Individual class payments will be made as follows: (i)
18 Each Participating Class Member's total Projects will be determined; (ii) the adjusted number of
19 Projects will be then be determined as follows: any Participating Class Member who has not agreed to
20 an arbitration agreement with EMG as of December 28, 2024 will have their total Projects multiplied by
21 1.5 (there will be no adjustment for those that have agreed to arbitration), with a cap of 5 adjusted
22 projects per Participating Class Member; (iii) The total adjusted number of Projects will be determined
23 by adding up all Participating Class Members' adjusted Projects; and (iv) each Participating Class
24 Member will then receive their pro rata share of the Net Settlement Amount based on their total adjusted
25 Projects divided by the total adjusted Projects times the Net Settlement Amount. The Parties estimate
26 that there are approximately 1,907 Class Members who have signed arbitration agreements—some
27 43.32% of the total number of Class Members. As noted above, the net average recovery per Class
28 Member is approximately \$61.15.

1 **D. Notice Administration**

2 81. The parties sought bids from reputable third-party claims administrators to serve as the
3 Settlement Administrator to provide Notice and to administer the claims. Requests for bids were sent to
4 four reputable Settlement Administrators and the Parties now propose Rust Consulting, Inc., an
5 established and reputable claims administration provider, to be approved as the Settlement
6 Administrator in this case.¹⁰ Rust was the lowest bidder out of the bids sought. The concurrently filed
7 Declaration on behalf of Rust, includes a copy of the Rust bid as well as relevant information regarding
8 the company's competency, operative procedures for protecting the security of Class Data and amounts
9 of insurance coverage for any data breach, among other things.

10 82. The defense will provide the Class List to the Settlement Administrator within twenty
11 days of an Order of preliminary approval. Ex. 1 at ¶ 4.2. The list will be updated prior to the initial
12 mailing by use of the National Change of Address Registry. Class Notice will be mailed by the
13 Settlement Administrator within fourteen days after its receipt of the Class List. The Class Notice will
14 comply with rule 3.766(d) of the California Rules of Court. Prior to finalizing the Notice, the Parties
15 will make certain that the Notice accurately reflects the Court's current social distancing procedures.
16 Payments will be processed by the Settlement Administrator appointed by the Court, promptly after the
17 Effective date. After any re-mailing to Class Members, they will have an additional fourteen days to
18 submit a request for Exclusion or an objection. Notice of any change of dates will be made via posting
19 on the Claims Administrator's website.

20 **E. Responses to Notice**

21 83. Class Members may object to the settlement, request exclusion and dispute estimated
22 payments. All Class Members will be mailed a Notice Packet containing the form attached as **Exhibit A**
23 to the Settlement Agreement (Exhibit 1 hereto) as approved by the Court. Class Members will have an
24 opportunity to dispute the information provided in their Notice Packets. As each Participating Class
25 Member will receive the same amount from the settlement, challenges to work week or pay period
26 calculations are not applicable.

27 _____
28 ¹⁰ See <https://www.rustconsulting.com/home-rust-consulting-inc/portalid/0> (last accessed February 22, 2026).

1 84. Request for Exclusion Procedures. Any Class Member wishing to be excluded from the
2 Settlement Agreement must sign and postmark a written Request for Exclusion to the Claims
3 Administrator within the Response Deadline. The Request for Exclusion is a letter that reasonably
4 communicates the Class Member's election to be excluded from the Settlement and includes the Class
5 Member's name, address, and email address or telephone number. Ex. 1 at ¶ 7.6.1.

6 85. To object to the Settlement Agreement, a Class Member should postmark a valid Notice
7 of Objection to the Settlement Administrator before the Response Deadline. Regardless of whether or
8 not they submit a written objection to the Settlement Administrator, Class Members will have the right
9 to appear at the Final Approval Hearing in order to have their objections heard by the Court. Ex. 1 at ¶
10 7.7.2.

11 **F. Cy Pres Distribution**

12 86. There is no cy pres distribution. Because the Parties intend to provide as much relief as
13 practicable to the Class Members, the Parties seek to facilitate a second distribution to the Class
14 Members who cashed their checks during the first round. This procedure is detailed at Ex. 1 at ¶¶ 4.3.3
15 and 4.3.4.

16 **G. Miscellaneous**

17 87. The undersigned has reviewed the Settlement Agreement and Notice to ensure
18 consistency. The Settlement Agreement has been signed by all Parties, and approved as to form by
19 counsel.

20 **III. EXHIBITS TO THE MOTION**

21 *Proof of Submission to LWDA*

22 88. The proposed settlement in this case has been uploaded to the website for the California
23 Labor Workforce Development Agency ("LWDA") pursuant to Code § 2699(l). A true and correct copy
24 of the emailed acknowledgement of receipt from the LWDA is **Exhibit 3** hereto.

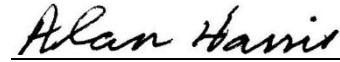
25 *Proposed Judgment*

26 89. This Court's preliminary approval checklist requires that a proposed Judgment be filed as
27 an Exhibit. A draft proposed Judgment, subject to modification after preliminary approval, is attached
28 hereto as **Exhibit 4**.

Exhibits

90. The Exhibits have been bookmarked.

I have read the foregoing, and the facts set forth therein are true and correct of my own personal knowledge. Executed February 23, 2026, in the County of Los Angeles, State of California.



Alan Harris

INDEX TO EXHIBITS

Exhibit No.	Description
Exhibit 1	Settlement Agreement
Exhibit 2	Redline compare version Settlement Agreement
Exhibit 3	Proof of Submission to LWDA
Exhibit 4	[Proposed] Judgment
Exhibit 5	October 7, 2025 PAGA Notice

Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE

This Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement (“Agreement”) is made by and between Plaintiffs Michael Bonner, James Connor, Raffi Khandikian, Mark Mechelin, and Eddie Martinez (collectively, “Plaintiffs”) and Defendants Epoch Media Group, LLC, (“EMG” or “Defendant”), Mindy Goldberg, Phillip Morrison, and Jeffrey Preiss (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Michael Bonner, individually and on behalf of all others similarly situated, v. Epoch Media Group, LLC, a Delaware Limited Liability Company; Mindy Goldberg, an individual; Philip Morrison, an individual, Jeffrey Preiss, and individual, and Doe 1 through and including Doe 10*, United States District Court, Central District of California Case No. 2:24-CV-04433 AH (AGRx) (the “Federal Court”) that was removed from the Superior Court of the State of California, County of Los Angeles on May 28, 2024 (the “State Court”), and then remanded back to State Court on September 30, 2025, and subject to amendment as specified in Section 2.2.

1.2 “Administrator” means Rust Consulting, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 “Aggrieved Employee(s)” means, all persons paid wages by EMG through its payroll company or directly (whether exempt or non-exempt, whether paid directly to such persons or through a loan-out) for services provided for EMG in the filming of EMG’s projects in California from and between October 7, 2024, to and including December 28, 2024. For the avoidance of doubt, EMG’s regular staff employees in California who were never engaged by EMG to perform physical production services temporarily in connection with one or more of EMG’s projects are not included in the Settlement Class.

1.5 “Class” means, all persons paid wages by EMG through its payroll company or directly (whether exempt or non-exempt, whether paid directly to such persons or through a loan-out) for services provided for EMG in the filming of EMG’s Projects in California from September 19, 2019 to December 28, 2024. For the avoidance of doubt, EMG’s regular staff employees in California who were never engaged by EMG to perform physical production services temporarily in connection with one or more of EMG’s projects are not included in the Settlement Class.

1.6 “Class Counsel” means Alan Harris and Priya Mohan of Harris & Ruble.

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

1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, email addresses, Social Security number, their respective number of Class Period and PAGA Period Projects, and whether they have agreed to arbitration with EMG or not according to EMG’s records.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

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

1.12 “Class Period” means the period from September 19, 2019 to and including December 28, 2024.

1.13 “Class Representatives” means the named Plaintiffs in the Operative Complaint, as defined in Section 2.2 below, in the Action seeking Court approval to serve as Class Representatives.

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

1.15 “Court” means the Superior Court of the State of California, County of Los Angeles (LASC Case No. 24STCV06576 or any later number assigned by the Superior Court following remand).

1.16 “Defendant” means Epoch Media Group, LLC. “Defendants” collectively means Epoch Media Group, LLC, Mindy Goldberg, Phillip Morrison, and Jeffrey Preiss.

1.17 “Defense Counsel” means Stephen A. Rossi and Wei Kit (Ricky) Tai of Mitchell Silberberg & Knupp LLP.

1.18 “Effective Date” means the date by when both of the following have occurred: the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for

filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” means Five Hundred and Fifty Thousand Dollars (\$550,000.00), which is the total amount Defendant EMG agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives Service Payment and the Administrator’s Expenses.

1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Projects worked during the Class Period, calculated as set forth in Section 3.3.1, with the proceeds of uncashed checks redistributed, equally, to those who cashed their checks. *See* Section 4.3.3 regarding uncashed checks.

1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Projects worked during the PAGA Period, calculated as set forth in Section 3.2.4.1.

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

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

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

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant EMG for at least one day during the PAGA Period.

1.31 “PAGA Period” means the period from October 7, 2024 to and including December 28, 2024.

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

1.33 “PAGA Notice” means Plaintiff Eddie Martinez’s PAGA letter dated October 7, 2025, to EMG and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of \$24,000, allocated 35% to the Aggrieved Employees (\$8,400) with the proceeds of uncashed checks redistributed, equally, to those who cashed their checks (see 4.3.3 regarding uncashed checks) and the 65% to LWDA (\$15,600) in settlement of PAGA claims.

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

1.36 “Plaintiffs” means Michael Bonner, James Connor, Raffi Khandikian, Mark Mechelin, and Eddie Martinez.

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

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

1.39 “Project” means any commercial production produced by Defendant EMG on which a Class Member worked for at least one day during the Class Period for Defendant EMG. For purposes of settlement allocations, separate Projects will be delineated based on their designation as separate projects in Defendant’s data.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.5 below.

1.42 “Released Parties” means Defendant EMG and each and all of its respective present and former partners, parents, subsidiaries, affiliates, related entities, agency clients, advertising clients, and all of their respective owners, shareholders, officers (including, without limitation, Mindy Goldberg, Phillip Morrison, and Jeffrey Preiss), directors, employees, agents, contractors, servants, representatives, advisors (including, without limitation, attorneys), insurers, payroll companies, successors, and assigns, and any and all other persons acting by, on behalf of, through, under, and/or in concert with any of them (including, without limitation, any and all alleged joint employers).

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

1.44 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

2. **RECITALS.**

2.1 On March 15, 2024, plaintiff Michael Bonner (“Plaintiff”) filed a Complaint in the Superior Court of the State of California for the County of Los Angeles, Case No. 24STCV06576 (the “State Court Action”) against Defendants Epoch Media Group, LLC, Mindy Goldberg, Philip Morrison, and Jeffrey Preiss alleging wage and hour violations. Mr. Bonner’s allegations concerned the services that he provided during the filming of several commercial productions. Specifically, the Complaint alleged the following eight causes of action: (1) Failure to Pay Continuing Wages under Cal. Lab. Code §§ 201.3, 201.5, and/or 204; (2) Failure to Provide Compliant Pay Stubs under Cal. Lab. Code § 226(a); (3) Failure to Provide Meal Breaks under Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 12; (4) Failure to Provide Rest Breaks under Cal. Lab. Code § 226.7 and IWC Wage Order; (5) Damages for Unpaid Minimum Wages under Cal. Lab. Code §§ 1194, 1194.2, and 1198; (6) Failure to Reimburse Necessary Expenses under Cal. Lab. Code § 2802; (7) Failure to Employment Records Upon Request under Cal. Lab. Code § 226(b); (8) Failure to Provide Employment Records Upon Request under Cal. Lab. Code § 1198.5; and (9) Unfair Business Practices Business and Professions Cal. Lab. Code § 17200 *et seq.* On May 28, 2024, Defendants removed the State Court Action to the United States District Court, Central District of California, Case No. 2:24-CV-04433 AH (AGRx). On August 5, 2024, Plaintiff filed a First Amended Complaint (“FAC”) with Bonner, Raffi Khandikian, Mark Mechelin, and James Connor collectively as “Plaintiffs.” The FAC also added three causes of action: (10) Failure to Pay Minimum Wage or Overtime, FLSA, 29 U.S.C. 201 *et seq.*; (11) Beach of Implied Contract; and (12) Breach of Written Contract. As part of the Settlement, Class Counsel filed a PAGA Notice on October 7, 2025 with the LWDA, followed by an amended complaint, alleging a PAGA claim on behalf of Eddie Martinez, who worked on one of EMG’s projects in March of 2025. For purposes of settlement approval and administration, the parties submitted a joint stip and proposed order remanding this case back to State Court, which the Federal Court approved and issued an Order of Remand on September 30, 2025.

2.2 As a material term of, and for purposes of effectuating this Settlement only, the Parties agree and hereby stipulate to the filing of a Second Amended Complaint in this Action, with Michael Bonner, Raffi Khandikian, Mark Mechelin, James Connor, and Eddie Martinez as named plaintiffs, and an additional cause of action under the California Private Attorneys General Act (the “Operative Complaint”). If the Court denies the stipulation seeking leave to file

an amended complaint, the FAC filed on August 5, 2024 will be the Operative Complaint. Further, should, for whatever reason, this Settlement not become final after the filing of the Second Amended Complaint, the Second Amended Complaint shall be deemed stricken, null and void ab initio, and the FAC filed in this matter on August 5, 2024, shall be deemed the Operative Complaint in the Action.

2.3 Defendants deny the allegations in the Operative Complaint and any prior complaints in this Action, denies any failure to comply with the laws identified in the Operative Complaint and any prior complaints in this Action, and deny any and all liability for the causes of action alleged therein. For purposes of Settlement only, Defendants will not oppose inclusion of PAGA claims in the settlement, but reserve all objections in the event the Settlement does not become Final.

2.4 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Eddie Martinez will give timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.5 On June 30, 2025, the Parties participated in an all-day mediation presided over by the Hon. Jeffrey K. Winikow ("Winikow"), which was unsuccessful in resolving the matter. The Parties subsequently settled the matter after the mediation with the continued assistance of Winikow and agreed to a mediator's proposal, which led to this Agreement to settle the Action.

2.6 Prior to mediation, Plaintiffs obtained informal discovery which included, among other things, the total number of Class Members and Aggrieved Employees at issue, hours worked, the last day worked by Class Members and Aggrieved Employees, the dates of checks received by Class Members and Aggrieved Employees, and the wages and penalties paid through those checks. Plaintiffs' investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.7 The Court has not granted class certification. The Parties stipulate to remand the case to the Court and stipulate to class certification for purposes of settlement only. If the Court does not grant Preliminary and Final Approval of this Agreement despite the Parties' good faith efforts to address any concerns raised by the Court without increasing the Gross Settlement Amount, the Parties shall return to status quo ante, including by returning the case to federal court.

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

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Defendant EMG promises to pay Five Hundred and Fifty Thousand Dollars (\$550,000.00), and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any amounts for payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring

Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiffs: Class Representative Service Payments to each Class Representative of not more than Five Thousand Dollars and Zero Cents (\$5,000.00) each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member or Aggrieved Employee). As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any and all taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Eighty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three cents (\$183,333.33) and a Class Counsel Litigation Expenses Payment of not more than Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed Twenty Seven Thousand Nine Hundred and Five Dollars and Zero Cents (\$27,905.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$27,905.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) to be paid from the Gross Settlement Amount, with 65% (\$15,600.00) allocated to the LWDA PAGA Payment and 35% (\$8,400.00) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Aggrieved Employee's Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$8,400.00) by the total number of Projects worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's Projects during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.2.4.1 If the Court requires a PAGA allocation higher than the foregoing, such determination shall not increase the amount of the Gross Settlement Amount, and the amounts that constitute the Gross Settlement Amount shall be reallocated as necessary.

3.3 Payments from the Net Settlement Amount. Payment will be made to Participating Class Members from the Net Settlement Amount as follows.

3.3.1 Individual Class Payment. Each Participating Class Member's Individual Class Payment will be calculated as follows: (i) Each Participating Class Member's total Projects will be determined; (ii) the adjusted number of Projects will be then be determined as follows: any Participating Class Member who has not agreed to an arbitration agreement with EMG as of December 28, 2024 will have their total Projects multiplied by 1.5 (there will be no adjustment for those that have agreed to arbitration), with a cap of 5 adjusted projects per Participating Class Member; (iii) The total adjusted number of Projects will be determined by adding up all Participating Class Members' adjusted Projects; and (iv) each Participating Class Member will then receive their pro rata share of the Net Settlement Amount based on their total adjusted Projects divided by the total adjusted Projects times the Net Settlement Amount.

3.3.2 Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for reimbursement of necessary business expenses. 70% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on an IRS 1099 Form. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment and/or Individual PAGA Payment.

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

3.3.4 If the Court disapproves of the payment structure in this Agreement, then the Parties will negotiate in good faith to adjust the structure, but in no event will Defendant be required to pay more than the Gross Settlement Amount on the basis of the payment structure.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Data. Not later than 20 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendant EMG shall fully fund the Gross Settlement Amount, by transmitting the funds to the Administrator no later than 30 days after the Judgment is final on the Effective Date pursuant to Paragraph 1.18 (a)-(b). The time to make such payment may be extended by mutual consent of the Parties and with the Court's approval.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendant EMG funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.

4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the 180-day void date, the Administrator shall inform the parties of the total amount of uncashed checks (the “Uncashed First Checks”). Because the parties intend to provide as much relief as practicable to the Class Members, the Parties will facilitate a second distribution to the Class Members who cashed their checks during the first round (the “Second Distribution”). For the Second Distribution, the Class Members who cashed their checks during the first round shall each be mailed a check in an amount equal to the amount of the Uncashed First Checks divided by the number of Class Members who cashed their checks during the first round, after deductions for postage and handling by the Administrator. The second mailing shall be no later than 30 days after the 180-day void date of the Uncashed First Checks.

4.3.4 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Second Distribution void date, which shall be 180 days from the date of the Second Distribution, the Administrator shall transmit the funds represented by such checks 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). The funds shall be transmitted to the Unclaimed Property Fund no later than 30 days after the 180-day void date of the checks mailed in the Second Distribution.

4.3.5 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs’ Release. Solely with respect to EMG’s projects, each and all Plaintiffs, on their own behalf and on behalf of their respective spouses, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns generally, release(s) and discharge(s) each and all Released Parties from all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorneys’ fees, damages, actions, and causes of action of whatever kind or nature, contingent or accrued, that occurred in connection with Plaintiffs’ respective employment with Defendant EMG, including, but not limited to: (a) all claims that were or reasonably could have been alleged based on the facts contained in the Operative

Complaint; and (b) all PAGA claims that were or reasonably could have been alleged based on facts contained in the Operative Complaint, the PAGA Notice, or ascertained during the Action and released under Paragraph 5.2 below, including under any legal theory that was alleged or that could have been alleged for any failure to pay all wages due (including, without limitation, minimum wage and premium wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements, and failure to provide expense reimbursements (including, without limitation, claims derivative of and/or related to these claims) (collectively, "Plaintiffs' Release"). This Release includes, without limitation, all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including, without limitation, California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code section 17200, *et seq.*, and/or California Labor Code section 2698, *et seq.* based on alleged violations of the above Labor Code provisions, and breach of contract claims, as alleged in the Action. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs each and all acknowledge(s) that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Plaintiffs' Waiver of Rights under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs each and all expressly waive(s) and relinquish(es) the provisions, rights, and benefits, if any, with respect to Defendant, of section 1542 of the Civil Code, which reads:

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

5.2 Release by Participating Class Members. Solely with respect to EMG's projects, each and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, release(s) and discharge(s) each and all Released Parties from all claims that were alleged, or reasonably could have been alleged in connection with each and all such Participating Class Member's respective employment on any of Defendant EMG's projects, based on the facts stated in the Operative Complaint, including, without limitation, *e.g.*, any failure to pay all wages due (including, without limitation, minimum wage and premium wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements, failure to maintain accurate records, and failure to provide expense reimbursements (including, without limitation, claims of derivative and/or related to these claims). This Release includes, without limitation, all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including, without limitation, California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194,

1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code section 17200, *et seq.*, based on alleged violations of the above Labor Code provisions, and breach of contract claims, as alleged in the Action. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Moreover, only those who cash their Individual Class Payment checks will be deemed to have released claims under the Fair Labor Standards Act. The following language will be printed on the reverse of each Individual Class Payment check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I 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."

5.3 Release by Aggrieved Employees. Solely with respect to EMG's projects, each and 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 (as defined above) from all claims for PAGA penalties that were alleged, or reasonably could have been alleged in connection with their respective employment on any of Defendant EMG's projects, based on the facts stated in the Operative Complaint (as defined above), the October 7, 2025 PAGA Notice that Plaintiff Eddie Martinez submitted to the LWDA providing notice pursuant to Labor Code section 2699.3(a), including, without limitation, *e.g.*, any failure to pay all wages due (including, without limitation, minimum wage and premium wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements, failure to maintain accurate records, and failure to provide expense reimbursements (including, without limitation, claims derivative of and/or related to these claims). Aggrieved Employees who opt out are only releasing claims for civil penalties. Aggrieved Employees who opt out are not releasing any of the underlying wage and hour claims themselves.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Defendant's Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant EMG and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under

Labor Code section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2))); (vi) a redlined version of the Parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, then Class Counsel and Defense Counsel, in good faith, will expeditiously work together on behalf of the Parties by meeting in person, by video conference, and/or by telephone to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, then Class Counsel and Defense Counsel, in good faith, will expeditiously work together on behalf of the Parties by meeting in person, by video conference, and/or by telephone to modify the Agreement and otherwise satisfy the Court’s concerns; provided, however, that Defendants shall be under no obligation to proceed with the Settlement if the required material changes are unacceptable to Defendants or would require Defendant EMG to pay more than the Gross Settlement Amount.

7. SETTLEMENT ADMINISTRATION.

7.1 Remand. The Parties agree to take all steps necessary to cause the Court (i.e., the Los Angeles Superior Court) to approve and administer this settlement. The parties agree to first request that the Federal Court remand the action to the Court, but permit its return to Federal Court in the event the settlement is not finally approved. If either the Federal Court or the Court does not approve that process, then the Parties agree to take all other steps necessary to achieve the same result. If the Court does not grant Preliminary and Final Approval of this Agreement

despite the Parties' good faith efforts to address the Court's concerns pursuant to Paragraph 6.4, the Parties agree that the Action will return to Federal Court without prejudice to either Party's position regarding the federal court's jurisdiction over the action and with the same status as if it had never stayed, remanded and/or dismissed.

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

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

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

7.5 Notice to Class Members.

7.5.1 No later than three (3) business days after receipt of the Class Data, the Administrator will notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Class Period and PAGA Period Projects.

7.5.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and the number of Projects used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.5.4 The deadlines for Class Members' written objections, Challenges to Projects, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The

Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.5.5 If the Administrator, Defendants, or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, then the Parties, in good faith, will expeditiously meet and confer in person, by video conference, and/or by telephone in an effort to agree on whether to include any or all such persons as Class Members. If the Parties agree, such person(s) will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.6 Requests for Exclusion (Opt-Outs).

7.6.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be signed by the Class Member and timely faxed, emailed, or postmarked by the Response Deadline.

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

7.6.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3 and 5.5 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.6.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.5 of this Agreement and are eligible for an Individual PAGA Payment.

7.6.5 Challenges to Calculation of Projects. Each Class Member shall have 60 days after the Administrator mails the Class Notice, plus an additional 14 days for Class Members whose Class Notice is re-mailed, to challenge the number of Class Projects and PAGA Projects (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Projects contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Projects shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Projects to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise, including placing the following statement on checks for any non-PAGA payment: "By endorsing or otherwise negotiating this check, I acknowledge that I 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."

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

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Projects, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

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

8. **CLASS SIZE ESTIMATES.** The Parties estimate that the Class size as of December 28, 2024, is 4,402 Class Members.

9. **DEFENDANTS’ RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 200 Class Members, Defendants may elect, but are not obligated, to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant EMG will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to

withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Settlement under Labor Code section 2699, subd. (I), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person, by video conference, or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties, in good faith, will expeditiously work together to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval; provided, however, that Defendant shall be under no obligation to proceed with the Settlement if the required material changes are unacceptable to Defendant or would require Defendant to pay more than the Gross Settlement Amount. The Court’s decision to award less than the amounts requested for the Class Representatives Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement for purposes of this Paragraph. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, and the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address, if possible, the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur; provided, however, that Defendants shall be under no obligation to proceed with the Settlement if the required material changes are unacceptable to Defendants or would require Defendant EMG to pay more than the Gross Settlement Amount. An appellate decision to vacate, reverse,

or modify the Court's award of the Class Representatives Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit to be disclosed, disseminated, and/or publicized, this Agreement or any of the terms of this Agreement, directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to Plaintiffs' attorneys, accountants, or spouse, all of whom will be instructed to keep this Agreement and the terms of this Agreement confidential; (2) for purposes of securing claims administration for this matter; (3) as for Defendants, as needed for legal, accounting, tax, or other bona fide business reasons; (4) to the extent reasonably necessary to report income to appropriate taxing authorities; (5) in response to a court order or subpoena; or (6) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify in writing each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate or respond to any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

12.4 Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all prior and/or contemporaneous agreements, understandings, representations, warranties, covenants, or inducements, whether written and/or oral, made to or by any Party.

12.5 Attorney Authorization. Each of Class Counsel and Defense Counsel separately warrants and represents that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will reasonably cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, and submitting supplemental evidence or supplementing points and authorities as requested by the Court. Plaintiffs will not opt out of the Settlement. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the Court for resolution.

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

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

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

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

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

12.12 No Construction Against Drafter. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed or interpreted more favorably for or unfavorably against any Party on the basis that the Party was the drafter or participated in the drafting.

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

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with settlement negotiations or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose (including, for the avoidance of doubt, for Class Counsel's own benefit or the benefit of any third party), and may not be used in any way that violates any existing contractual agreement, court order, statute, rule of court, or confidentiality and/or non-use obligation. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant make a written request to Class Counsel for the return, rather than the destruction, of Class Data. Plaintiffs shall immediately provide Defendant with written certification of such destruction and/or return.

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

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

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Alan Harris, harris@harrisandruble.com
Priya Mohan, pmohan@harrisandruble.com
HARRIS & RUBLE
655 North Central Avenue, 17th Floor
Glendale, CA 91203

To Defendant:

Stephen A. Rossi, sar@msk.com
Wei Kit (Ricky) Tai, wkt@msk.com

MITCHELL SILBERBERG & KNUPP LLP
2049 Century Park East, 18th Floor
Los Angeles, CA 90067

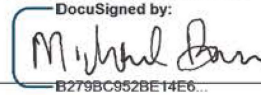
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument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

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

Class Action and PAGA Settlement Agreement (Bonner v. EMG) Agreed to and Accepted by

MICHAEL BONNER

Dated: 12/18/2025

DocuSigned by:

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JAMES CONNOR

Dated: _____

RAFFI KHANDIKIAN

Dated: _____

MARK MECHELIN

Dated: _____

MITCHELL SILBERBERG & KNUPP LLP
2049 Century Park East, 18th Floor
Los Angeles, CA 90067

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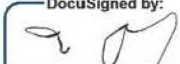
Class Action and PAGA Settlement Agreement (Bonner v. EMG) Agreed to and Accepted by

MICHAEL BONNER

Dated: _____

JAMES CONNOR

Dated: 12/18/2025 _____

DocuSigned by:

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RAFFI KHANDIKIAN

Dated: _____

MARK MECHELIN

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MITCHELL SILBERBERG & KNUPP LLP
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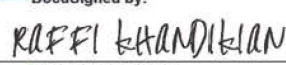
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JAMES CONNOR

Dated: _____

RAFFI KHANDIKIAN

Dated: 12/18/2025

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MARK MECHELIN

Dated: _____

MITCHELL SILBERBERG & KNUPP LLP
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JAMES CONNOR

Dated: _____

RAFFI KHANDIKIAN

Dated: _____

MARK MECHELIN

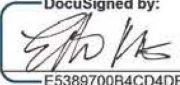
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Dated: 12/18/2025

EDDIE MARTINEZ

DocuSigned by:

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Dated: _____

EPOCH MEDIA GROUP, LLC

By: _____

Its: _____

Dated: _____

MINDY GOLDBERG

By: _____

Its: _____

Dated: 1/21/2026

PHILLIP MORRISON

By:  _____

Its: _____

Dated: _____

JEFFREY PREISS

By: _____

Its: _____

Approved as to form:

Dated: December 19, 2025

HARRIS & RUBLE LLP

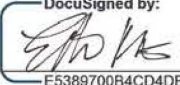


Alan Harris

Attorney for Plaintiffs Michael Bonner,
James Connor, Raffi Khandikian, Mark
Mechelin, and Eddie Martinez

Dated: 12/18/2025

EDDIE MARTINEZ

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Dated: _____

EPOCH MEDIA GROUP, LLC

By: _____

Its: _____

Dated: _____

MINDY GOLDBERG

By: _____

Its: _____

Dated: _____

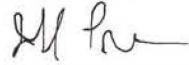
PHILLIP MORRISON

By: _____

Its: _____

Dated: 1/18/2026

JEFFREY PREISS

By:  _____

Its: _____

Approved as to form:

Dated: December 19, 2025

HARRIS & RUBLE LLP

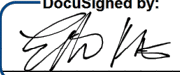


Alan Harris

Attorney for Plaintiffs Michael Bonner,
James Connor, Raffi Khandikian, Mark
Mechelin, and Eddie Martinez

Dated: 12/18/2025

EDDIE MARTINEZ

DocuSigned by:

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Dated: 1/15/2026

EPOCH MEDIA GROUP, LLC

By: Epoch Media Group, LLC

Its: mindy goldberg

Dated: 1/15/2026

MINDY GOLDBERG

By: Mindy Goldberg

Its: _____

Dated: _____

PHILLIP MORRISON

By: _____

Its: _____

Dated: _____

JEFFREY PREISS

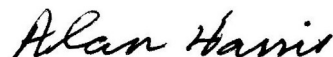
By: _____

Its: _____

Approved as to form:

Dated: December 19, 2025

HARRIS & RUBLE LLP



Alan Harris

Attorney for Plaintiffs Michael Bonner,
James Connor, Raffi Khandikian, Mark
Mechelin, and Eddie Martinez

MITCHELL SILBERBERG & KNUPP LLP



Dated: _____

Stephen A. Rossi
Attorney for Defendants Epoch Media
Group, LLC, Mindy Goldberg, Phillip
Morrison, and Jeffrey Preiss

Exhibit A

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

Michael Bonner, et al. v. Epoch Media Group, LLC, et al.

LASC Case No. [REDACTED]

The Superior Court of the State of California, County of Los Angeles authorized this Notice.

Read it carefully!

It's not junk mail, spam, an advertisement, or a solicitation by a lawyer.

You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Epoch Media Group, LLC ("EMG"), Mindy Goldberg, Phillip Morrison, and Jeffrey Preiss (collectively, "Defendants") for alleged Labor Code violations. The Action was filed by Michael Bonner, James Connor, Raffi Khandikian, Mark Mechelin, and Eddie Martinez, and all former and current employees of Defendant EMG (collectively, "Plaintiffs"). Plaintiffs seek payment of back wages and other relief for a class consisting of all persons paid wages by EMG through its payroll company or directly (whether exempt or non-exempt, whether paid directly to such persons or through a loan-out) ("Class Members") for services provided for EMG in the filming of EMG's Projects in California during the Class Period (September 19, 2019 to and including December 28, 2024); and related penalties under the California Private Attorneys General Act ("PAGA") for all persons paid wages by EMG through its payroll company or directly (whether exempt or non-exempt, whether paid directly to such persons or through a loan out) for services provided for EMG in the filming of EMG's Projects in California during the PAGA Period (October 7, 2024 to and including December 28, 2024) ("Aggrieved Employees").

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

Based on Defendant EMG's records, and the Parties' current assumptions, **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 EMG's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work on commercial productions during the PAGA Period.)

The above estimates are based on Defendant EMG's records showing that **you worked on [REDACTED] Projects** during the Class Period and **you worked on [REDACTED] Projects** during the PAGA Period. Defendant EMG's records show that you [REDACTED] **[did / did not]** agree to an arbitration agreement with EMG. A "Project" is defined as any commercial production produced by

Defendant EMG on which a Class Member worked for at least one day during the Class Period for Defendant EMG. For purposes of settlement allocations, separate Projects will be delineated based on their designation as separate projects in Defendant's data. The maximum number of Projects anyone is entitled to under this settlement is **ten (10)**. If you did not sign an arbitration agreement, you will be credited with 1.5 times your total Projects (**up to ten**). If you believe that you worked more Projects during either period, or did not sign an arbitration agreement, and you have not already been credited with the maximum of **10**, 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 Aggrieved Employees to give up their rights to assert certain claims against Defendant EMG.

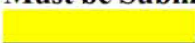
If you worked for Defendant EMG during the Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and expense reimbursement claims and PAGA Period penalty claims against Defendant related to your work on the Series.
- (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 wage and expense reimbursement claims against Defendant related to your work on the Series, and if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment.

Regardless of whether you do or do not opt-out of the Class Settlement, you cannot opt-out of the PAGA portion of the proposed Settlement, and will receive an Individual PAGA Payment if you are an Aggrieved Employee.

Defendant EMG 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 you are also an Aggrieved Employee). In exchange, you will give up your right to assert the wage, penalty and expense reimbursement claims against Defendant that are covered by this Settlement (defined below).
You Can Opt-out of the Class Settlement, but not the PAGA Settlement The Opt-out Deadline is 	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, but will preserve your right to personally pursue wage, penalty and expense reimbursement claims against Defendant related to your work on the Series. 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 Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue released PAGA 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 Plaintiff, 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 Projects Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Projects you worked during the Class Period (“Class Period Projects”), and how many Projects you worked on during the PAGA Period (“PAGA Period Projects”), respectively, and whether you agreed to arbitration with EMG. The number of Class Period Projects, number of PAGA Period Projects you worked on according to Defendant EMG’s records, and whether you agreed to arbitration, is stated on the first page of this Notice. Please note that you will only be credited for a maximum of ten (10) Projects. If you disagree with either of these numbers, or whether you agreed to arbitration, and were not already credited with 10 Projects, you must challenge it by [REDACTED]. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant EMG. The Action accuses Defendant EMG of violating California labor laws during commercial productions. Specifically, Plaintiffs allege that Defendant EMG failed to pay all wages due (including minimum wage and premium wages), pay for all hours worked, provide meal or rest periods, timely pay wages and final wages, furnish accurate wage statements (including claims derivative and/or related to these claims), and provide expense reimbursements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by the following attorneys in the Action: Alan Harris, David Garrett, Priya Mohan, and Min Ji Gal of Harris & Ruble (“Class Counsel”).

Defendant EMG strongly deny that they violated any laws and contend they 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 EMG or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant EMG hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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 EMG 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 EMG 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 EMG 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 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?

1. Defendant EMG Will Pay \$550,000.00 as the “Gross Settlement Amount.”
Defendant EMG have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service 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, Defendant EMG will fund the Gross Settlement Amount not more than 60 days after the Judgment entered by the Court becomes 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 Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$183,333.33 (one-third of the Gross Settlement Amount) to Class Counsel for attorney’s fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$25,000.00 total (\$5,000.00 to each of the five named Plaintiffs) as Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. This \$5,000 payment to each of the five Plaintiffs will be in addition to Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$27,905 to the Administrator for services administering the Settlement.
 - D. Up to \$24,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% to Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Projects.

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. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual

Class Payments to Participating Class Members based on their respective Class Period Projects.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant EMG are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”). 20% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for reimbursement of necessary business expenses. 70% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant EMG 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 portion of Individual Class Payments on IRS 1099 Forms, without withholdings or deductions for taxes.

Although Plaintiffs and Defendant EMG 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 Payments and/or Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash or deposit it by the 180-day void date, the Administrator shall inform the parties of the total amount of uncashed checks (the “Uncashed First Checks”). Because the parties intend to provide as much relief as practicable to the Class Members, the Parties will facilitate a second distribution to the Class Members who cashed their checks during the first round (the “Second Distribution”). For the Second Distribution, the Class Members who cashed their checks during the first round shall each be mailed a check in an amount equal to the amount of the Uncashed First Checks divided by the number of Class Members who cashed their checks during the first round, after deductions for postage and handling by the Administrator. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Second distribution the monies will be sent to the California Controller’s Unclaimed Property Fund in their name.
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 **DATE**, 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 **DATE** Response Deadline. 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, and present telephone number or

email address, and a simple 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, penalty and expense reimbursement 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 (provided the settlement is approved by the Court) 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 EMG will not pay any money and Class Members and Aggrieved Employees will not release any claims against Defendant EMG.
8. Administrator. The Court has appointed a neutral company, Rust Consulting, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Projects, 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 EMG has fully funded the Gross Settlement Amount and all employer payroll taxes owed, 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 EMG, related entities, or officers for claims resolved by this Settlement.

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

Solely with respect to EMG’s projects, each and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, release(s) and discharge(s) each and all Released Parties from all claims that were alleged, or reasonably could have been alleged in connection with each and all such Participating Class Member’s respective employment on any of Defendant EMG’s projects, based on the facts stated in the Operative Complaint, including, without limitation, e.g., any failure to pay all wages due (including, without limitation, minimum wage and premium wages), failure to pay for all hours

worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements, failure to maintain accurate records, and failure to provide expense reimbursements (including, without limitation, claims of derivative and/or related to these claims). This Release includes, without limitation, all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including, without limitation, California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code section 17200, *et seq.*, based on alleged violations of the above Labor Code provisions, and breach of contract claims, as alleged in the Action. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Moreover, only those who cash their Individual Class Payment checks will be deemed to have released claims under the Fair Labor Standards Act. The following language will be printed on the reverse of each Individual Class Payment check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I 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."

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant EMG has paid the Gross Settlement Amount, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant EMG, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including, without limitation, 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 EMG that is resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Solely with respect to EMG's projects, each and 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 (as defined above) from all claims for PAGA penalties that were alleged, or reasonably could have been alleged in connection with their respective employment on any of Defendant EMG's projects, based on the facts stated in the Operative Complaint (as defined above), the October 7, 2025 PAGA Notice that Plaintiff Eddie Martinez submitted to the LWDA providing notice

pursuant to Labor Code section 2699.3(a), including, without limitation, *e.g.*, any failure to pay all wages due (including, without limitation, minimum wage and premium wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements, failure to maintain accurate records, and failure to provide expense reimbursements (including, without limitation, claims derivative of and/or related to these claims). Aggrieved Employees who opt out are only releasing claims for civil penalties. Aggrieved Employees who opt out are not releasing any of the underlying wage and hour claims themselves.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: (i) Each Participating Class Member's total Projects will be determined; (ii) the adjusted number of Projects will be then be determined as follows: any Participating Class Member who has not agreed to an arbitration agreement with EMG will have their total Projects multiplied by 1.5 (there will be no adjustment for those that have agreed to arbitration), with a cap of 10 adjusted projects per Participating Class Member; (iii) The total adjusted number of Projects will be determined by adding up all Participating Class Members' adjusted Projects; and (iv) each Participating Class Member will then receive their pro rata share of the Net Settlement Amount based on their total adjusted Projects divided by the total adjusted Projects times the Net Settlement Amount.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$8,400.00 by the total number of Projects worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the number of PAGA Period Projects worked by each individual Aggrieved Employee.
3. Project Challenges. The number of Class Period Projects you worked during the Class Period and the number of PAGA Period Projects you worked during the PAGA Period, and whether you agreed to arbitration, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Projects credited to you and whether you agreed to arbitration. 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 written records. The Administrator will accept Defendant EMG's calculation of Projects 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 Project challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and

Defendant EMG'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, check(s) to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees, which will reflect the Individual Class Payment and the Individual PAGA Payment (if any).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to identify the Action as *Bonner v. Epoch Media Group, LLC*, and include your identifying information (full legal name, address, and telephone number or email address). **You must mail or email your request to be excluded to the Administrator postmarked by DATE, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of the Agreement, the Motion for Preliminary Approval, and the Court's order granting preliminary approval of the Settlement at no cost to you. You can also view them on the Administrator's Website WEBSITE.

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is DATE.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Bonner v. Epoch Media Group, LLC*, and include your name, current address, telephone number, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object, at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **DATE** at **TIME** in Dept. 6, **Spring Street Courthouse**, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, the Administrator, the LWDA, and the Aggrieved Employees. 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 Zoom (<https://www.cacd.uscourts.gov/honorable-anne-hwang>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website **WEBSITE** 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 **WEBSITE**. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Los Angeles Superior Court's website at **WEBSITE** and entering the Case Number for the Action, Case No. **CASE NO.**

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

Class Counsel:

Alan Harris, harris@harrisandruble.com
Priya Mohan, pmohan@harrisandruble.com
HARRIS & RUBLE
655 North Central Avenue, 17th Floor
Glendale, CA 91203
Tel: (323) 962-3777
Fax: (323) 962-3004

Settlement Administrator: Rust Consulting, Inc.

Email Address:
Mailing Address:
Telephone:
Fax Number:

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.

Exhibit 2

MODEL CLASS ACTION AND PAGA SETTLEMENT

AGREEMENT AND CLASS NOTICE

This Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement (“Agreement”) is made by and between plaintiff (“Plaintiff”) Plaintiffs Michael Bonner, James Connor, Raffi Khandikian, Mark Mechelin, and defendant (“XYZ”) Eddie Martinez (collectively, “Plaintiffs”) and Defendants Epoch Media Group, LLC, (“EMG” or “Defendant”), Mindy Goldberg, Phillip Morrison, and Jeffrey Preiss (collectively, “Defendants”), The Agreement refers to Plaintiff Plaintiffs and XYZ Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against XYZ captioned _____ initiated on _____ and pending in Superior Court of the State of California, County of Los Angeles.
1.2 Defendants captioned Michael Bonner, individually and on behalf of all others similarly situated, v. Epoch Media Group, LLC, a Delaware Limited Liability Company; Mindy Goldberg, an individual; Philip Morrison, an individual, Jeffrey Preiss, and individual, and Doe 1 through and including Doe 10, United States District Court, Central District of California Case No. 2:24-CV-04433 AH (AGRx) (the “Federal Court”) that was removed from the Superior Court of the State of California, County of Los Angeles on May 28, 2024 (the “State Court”), and then remanded back to State Court on September 30, 2025, and subject to amendment as specified in Section 2.2.

“Administrator” means Rust Consulting, Inc., the neutral entity the Parties have agreed to
1.2 appoint to administer the Settlement.

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

1.4 “Aggrieved Employee” means [e.g., a person employed by XYZ in California and classified as a _____ who worked for XYZ during the PAGA Period];
1.5 “Class” means [define class, e.g., all persons employed by XYZ in California and classified as _____ who worked for XYZ during the Class Period];
1.4 1.6 “Aggrieved Employee(s)” means, all persons paid wages by EMG through its payroll company or directly (whether exempt or non-exempt, whether paid directly to such

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persons or through a loan-out) for services provided for EMG in the filming of EMG's projects in California from and between October 7, 2024, to and including December 28, 2024. For the avoidance of doubt, EMG's regular staff employees in California who were never engaged by EMG to perform physical production services temporarily in connection with one or more of EMG's projects are not included in the Settlement Class.

1.5 "Class" means, all persons paid wages by EMG through its payroll company or directly (whether exempt or non-exempt, whether paid directly to such persons or through a loan-out) for services provided for EMG in the filming of EMG's Projects in California from September 19, 2019 to December 28, 2024. For the avoidance of doubt, EMG's regular staff employees in California who were never engaged by EMG to perform physical production services temporarily in connection with one or more of EMG's projects are not included in the Settlement Class.

1.6 "Class Counsel" means _____ Alan Harris and Priya Mohan of Harris & Ruble.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees

1.7 and expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in XYZ's Defendant's possession including the Class Member's name, last-known mailing address, email addresses, Social Security

1.8 number, and their respective number of Class Period Workweeks and PAGA Pay Periods and PAGA Period Projects, and whether they have agreed to arbitration with EMG or not according to EMG's records.

1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-

1.9 Participating Class Member who qualifies as an Aggrieved Employee).

1.10 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

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LASC CIV-296 Rev. 02/23
For Optional Use

Address database, skip traces, and direct contact by the Administrator with Class
1.10 Members.

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the in the form, without material variation, attached as Exhibit A and incorporated by reference into

1.11 this Agreement.

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~~1.12~~ ~~1.12~~ “Class Period” means the period from _____ to _____
September 19, 2019 to and including December 28, 2024.

~~1.13~~ “Class ~~Representative~~Representatives,” means the named ~~Plaintiff~~Plaintiffs in the ~~operative~~
complaintOperative Complaint, as defined in

~~1.13~~ Section 2.2 below, in the Action seeking Court approval to serve as a Class
RepresentativeRepresentatives.

~~1.14~~ “Class Representative Service Payment” means the payment to the Class

~~1.14~~ ~~Representative~~ Representatives for initiating the Action and providing services in
support of the Action.

~~1.15~~ ~~1.15~~ “Court” means the Superior Court of the State of California, County of Los
Angeles: (LASC Case No. 24STCV06576 or any later number assigned by the Superior Court
following remand).

~~1.16~~ “XYZ” means named Defendant _____.

~~1.16~~ ~~1.17~~ “Defendant” means Epoch Media Group, LLC. “Defendants” collectively
means Epoch Media Group, LLC, Mindy Goldberg, Phillip Morrison, and Jeffrey Preiss.

~~1.17~~ “Defense Counsel” means _____ Stephen A. Rossi and Wei Kit
(Ricky) Tai of Mitchell Silberberg & Knupp LLP.

~~1.18~~ “Effective Date” means the date by when both of the following have occurred:

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

~~1.18~~ Judgment and issues a remittitur.

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

~~Settlement.~~

~~1.20~~ “Final Approval Hearing” means the Court’s hearing on the Motion for Final

~~1.20~~ Approval of the Settlement.

~~1.21~~ “Final Judgment” means the Judgment Entered by the Court upon Granting Final

~~1.21~~ Approval of the Settlement.

~~1.22~~ “Gross Settlement Amount” means \$ _____ Five Hundred and Fifty Thousand
Dollars (\$550,000.00), which is the total amount

XYZ Defendant EMG agrees to pay under the Settlement except as provided in Paragraph 9
below. The

Gross Settlement Amount will be used to pay Individual Class Payments, Individual
PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel

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1.22 Expenses, Class ~~Representative~~Representatives, Service Payment and the Administrator's Expenses.

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1.23 "Individual Class Payment" means the Participating Class Member's pro rata 1.23 share of the Net Settlement Amount calculated according to the number of ~~Workweeks~~Projects worked during the Class Period, calculated as set forth in Section 3.3.1, with the proceeds of uncashed checks redistributed, equally, to those who cashed their checks. See Section 4.3.3 regarding uncashed checks.

~~worked during the Class Period.~~

1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 1.24 ~~25~~ 35% of the PAGA Penalties calculated according to the number of ~~Workweeks~~ *
~~worked~~Projects worked during the PAGA Period, calculated as set forth in Section 3.2.4.1.

~~during the PAGA Period.~~

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

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

1.27 "LWDA PAGA Payment" means the ~~75~~ 65% of the PAGA Penalties paid to the 1.27 LWDA under Labor Code section 2699, subdivision (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the ~~LWDA PAGA Payment, Class Representative~~Representatives, Service ~~Payments, Class Counsel Fees~~ Payment, Class Counsel ~~Fees~~ Litigation Expenses Payment, and the Administration Expenses 1.28 Payment. The remainder is to be paid to Participating Class Members as Individual Class ~~Payments~~.

~~Payments.~~

1.29 "Non-Participating Class Member" means any Class Member who opts out of the 1.29 Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee 1.30 worked for ~~XYZ~~Defendant EMG for at least one day during the PAGA Period.

1.31 ~~1.31~~ "PAGA Period" means the period from _____ to _____, ~~iii~~October 7, 2024 to and including December 28, 2024.

1.32 ~~1.32~~ "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

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1.33. "PAGA Notice" means Plaintiff's _____ Plaintiff Eddie Martinez's PAGA letter to XYZ dated October 7, 2025, to EMG and the LWDA _____ and Plaintiff's _____ letter to XYZ and the LWDA _____ providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of \$24,000, allocated 25.35% to the Aggrieved Employees _____ and the 75% to LWDA _____ (\$8,400) with the proceeds of uncashed checks redistributed, equally, to those who cashed their checks (see 4.3.3 regarding uncashed checks) and the 65% to LWDA (\$15,600) in settlement of PAGA claims.

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

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1.36. "Plaintiff" means _____, the named plaintiff in the Action.

1.36. 1.37. "Plaintiffs" means Michael Bonner, James Connor, Raffi Khandikian, Mark Mechelin, and Eddie Martinez.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. 1.39. "Project" means any commercial production produced by Defendant EMG on which a Class Member worked for at least one day during the Class Period for Defendant EMG. For purposes of settlement allocations, separate Projects will be delineated based on their designation as separate projects in Defendant's data.

"Released Class Claims" means the claims being released as described in _____ Paragraph 5.23 below.

1.40. "Released PAGA Claims" means the claims being released as described in _____ Paragraph 5.5.3 below.

1.41. "Released Parties" means XYZ Defendant EMG and each and all of its former and respective present directors, officers, and former partners, parents, subsidiaries, affiliates, related entities, agency clients, advertising clients, and all of their respective owners, shareholders, owners, members, officers (including, without limitation, Mindy Goldberg, Phillip Morrison, and Jeffrey Preiss), directors, employees, agents, contractors, servants, representatives, advisors (including, without limitation, attorneys, insurers, predecessors payroll companies, successors,

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~~1.42~~ and assigns ~~[subsidiaries]~~ ~~[affiliates]~~, and any and all other persons acting by, on behalf of, through, under, and/or in concert with any of them (including, without limitation, any and all alleged joint employers).

~~1.42~~ “Request for Exclusion” means a Class Member’s submission of a written request ~~1.43~~ to be excluded from the Class Settlement signed by the Class Member.

~~1.43~~ “Response Deadline” means ~~[e.g., 60]~~ days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator

~~1.44~~ shall have an additional 14 calendar days beyond the Response Deadline has expired.

~~1.45~~ ~~1.44~~ “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

the Judgment.

~~1.45~~ “Workweek” means any week during which a Class Member worked for XYZ for at least one day, during the Class Period.

~~2.~~ ~~2.~~ **RECITALS.**

~~1.~~ On March 15, 2024, plaintiff Michael Bonner (“Plaintiff”) filed a Complaint in the Superior Court of the State of California for the County of Los Angeles, Case No. 24STCV06576 (the “State Court Action”) against Defendants Epoch Media Group, LLC, Mindy Goldberg, Philip Morrison, and Jeffrey Preiss alleging wage and hour violations. Mr. Bonner’s allegations concerned the services that he provided during the filming of several commercial productions. Specifically, the Complaint alleged the following eight causes of action: (1) Failure to Pay Continuing Wages under Cal. Lab. Code §§ 201.3, 201.5, and/or 204; (2) Failure to Provide Compliant Pay Stubs under Cal. Lab. Code § 226(a); (3) Failure to Provide Meal Breaks under Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 12; (4) Failure to Provide Rest Breaks under Cal. Lab. Code § 226.7 and IWC Wage Order; (5) Damages for Unpaid Minimum Wages under Cal. Lab. Code §§ 1194, 1194.2, and 1198; (6) Failure to Reimburse Necessary Expenses under Cal. Lab. Code § 2802; (7) Failure to Employment Records Upon Request under Cal. Lab. Code § 226(b); (8) Failure to Provide Employment Records Upon Request under Cal. Lab. Code § 1198.5; and (9) Unfair Business Practices Business and Professions Cal. Lab. Code § 17200 *et seq.* On May 28, 2024, Defendants removed the State Court Action to the United States District Court, Central District of California, Case No. 2:24-CV-04433 AH (AGRx). On August 5, 2024, Plaintiff filed a First Amended Complaint (“FAC”) with Bonner, Raffi Khandikian, Mark Mechelin, and James Connor collectively as “Plaintiffs.” The FAC also added three causes of action: (10) Failure to Pay Minimum Wage or Overtime, FLSA, 29 U.S.C. 201 *et seq.*; (11) Beach of Implied Contract; and (12) Breach of Written Contract. As part of the Settlement, Class Counsel filed a PAGA Notice on October 7, 2025 with the LWDA, followed by an amended complaint, alleging a PAGA claim on behalf of Eddie Martinez, who worked on one of EMG’s projects in March of 2025. For purposes of settlement

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approval and administration, the parties submitted a joint stip and proposed order remanding.

RECITALS

2.1 On _____, Plaintiff commenced this Action by filing a Complaint alleging causes of action against XYZ for _____.
[The Complaint is the operative complaint in the Action (the "Operative Complaint.")]
[On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative

2.1 _____ Complaint").] XYZ denies the this case back to State Court, which the Federal Court approved and issued an Order of Remand on September 30, 2025.

2.2 As a material term of, and for purposes of effectuating this Settlement only, the Parties agree and hereby stipulate to the filing of a Second Amended Complaint in this Action, with Michael Bonner, Raffi Khandikian, Mark Mechelin, James Connor, and Eddie Martinez as named plaintiffs, and an additional cause of action under the California Private Attorneys General Act (the "Operative Complaint"). If the Court denies the stipulation seeking leave to file an amended complaint, the FAC filed on August 5, 2024 will be the Operative Complaint. Further, should, for whatever reason, this Settlement not become final after the filing of the Second Amended Complaint, the Second Amended Complaint shall be deemed stricken, null and void ab initio, and the FAC filed in this matter on August 5, 2024, shall be deemed the Operative Complaint in the Action.

Defendants deny the allegations in the Operative Complaint and any prior complaints in this Action, denies any failure to comply with the laws identified in in the Operative Complaint and denies any prior complaints in this Action, and deny any and all liability for the causes of action alleged.

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2.3 therein. For Optional-Use purposes of Settlement only, Defendants will not oppose inclusion of PAGA claims in the settlement, but reserve all objections in the event the Settlement does not become Final.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave Eddie Martinez will give timely

2.4 written notice to XYZ Defendant and the LWDA by sending the PAGA Notice.

2.3 On _____, June 30, 2025, the Parties participated in an all-day mediation presided over by _____ which

2.5 the Hon. Jeffrey K. Winikow ("Winikow"), which was unsuccessful in resolving the matter. The Parties subsequently settled the matter after the mediation with the continued assistance of Winikow and agreed to a mediator's proposal, which led to this Agreement to settle the Action [or describe alternative means of negotiation].

2.4 Prior to ☐ mediation ☐ negotiating the Settlement, Plaintiff, Plaintiffs, obtained, through

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~~formal~~ informal discovery, _____
Plaintiffs which included, among other things, the total number of Class Members and Aggrieved Employees at issue, hours worked, the last day worked by Class Members and Aggrieved Employees, the dates of checks received by Class Members and Aggrieved Employees, and the wages and penalties paid through those checks. Plaintiffs' investigation was sufficient to satisfy the criteria for ~~court~~Court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*, (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Court ~~has~~ ~~has not~~ granted class certification.

2.7 2.6 The Parties The Court has not granted class certification. The Parties stipulate to remand the case to the Court and stipulate to class certification for purposes of settlement only. If the Court does not grant Preliminary and Final Approval of this Agreement despite the Parties' good faith efforts to address any concerns raised by the Court without increasing the Gross Settlement Amount, the Parties shall return to status quo ante, including by returning the case to federal court.

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

3. ~~3.~~ MONETARY TERMS.

3.1 Gross Settlement Amount. ~~Except as otherwise provided by Paragraph 8 below,~~ XYZ Defendant EMG promises to pay \$ _____ Five Hundred and Fifty Thousand Dollars (\$550,000.00), and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. ~~XYZ. Defendant~~ has no obligation to pay the Gross Settlement Amount (or any amounts for payroll taxes) prior to the deadline stated in Paragraph 4.32 of this Agreement. ~~v.~~ The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will
3.1 revert to XYZ Defendant.

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

specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Plaintiffs: Class Representative Service Payment Payments to the each Class Representative of not more than \$ _____ Five Thousand Dollars and Zero Cents (\$5,000.00) each (in addition to any Individual Class Payment and any Individual PAGA Payment); the Class Representative is Representatives are, entitled to receive as a Participating Class Member). XYZ will not oppose Plaintiff's request for

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a Class Representative Service Payment that does not exceed this amount. As part of or Aggrieved Employee). As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff Plaintiffs will seek Court approval for any Class Representative Service Payments no (describe alternative means of negotiation) (documents, testimony and information obtained) (insert details as needed)

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later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment Payments using IRS Form 3.2.1 1099. Plaintiff assumes Plaintiffs assume full responsibility and liability for employeeany and all taxes owed on the Class Representative Service Payments.

the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than —%, one-third of the Gross Settlement Amount, which is currently estimated to be \$ —, One Hundred Eighty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three cents (\$183,333.33) and a Class Counsel Litigation Expenses Payment of not more than \$ —. XYZ will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel-Plaintiffs' counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZ Defendant harmless, and indemnifies XYZ Defendant, from any dispute or controversy regarding any

3.2.2 division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Administration Expenses Payment not to exceed \$ — Twenty Seven Thousand Nine Hundred and Five Dollars and Zero Cents (\$27,905.00) except for a showing of good cause and as approved by the Court.

To the extent the Administration Expenses are less or the Court approves payment 3.2.3 less than \$ —, \$27,905.00, the Administrator will retain the remainder in the Net Settlement Amount.

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Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment

3.2.4 calculated To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) to be paid from the Gross Settlement Amount, with 65% (\$15,600.00) allocated to the LWDA PAGA Payment and 35% (\$8,400.00) allocated to the Individual PAGA Payments.

The Administrator will calculate each Aggrieved Employee's Individual PAGA Payment by: (a) dividing the Net Settlement Amount amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$8,400.00) by the total number of Workweeks Projects worked by all Participating Class Members Aggrieved Employees during the Class PAGA Period, and

3.2.4.1 (b) multiplying the result by each Participating Class Member's Workweeks Aggrieved Employee's Projects during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.2.4.1 If the Court requires a PAGA allocation higher than the foregoing, such determination shall not increase the amount of the Gross Settlement Amount, and the amounts that constitute the Gross Settlement Amount shall be reallocated as necessary.

3.3 Payments from the Net Settlement Amount. Payment will be made to Participating Class Members from the Net Settlement Amount as follows.

3.3.1 Individual Class Payment. 3.2.4.1- Each Participating Class Member's Individual Class Payment will calculated as follows: (i) Each Participating Class Member's total Projects will be determined; (ii) the adjusted number of Projects will be then be determined as follows: any Participating Class Member who has not agreed to an arbitration agreement with EMG as of December 28, 2024 will have their total Projects multiplied by 1.5 (there will be no adjustment for those that have agreed to arbitration), with a cap of 5 adjusted projects per Participating Class Member; (iii) The total adjusted number of Projects will be determined by adding up all Participating Class Members' adjusted Projects; and (iv) each Participating Class Member will then receive their pro rata share of the Net Settlement Amount based on their total adjusted Projects divided by the total adjusted Projects times the Net Settlement Amount.

Tax Allocation of Individual Class Payments. —% of each

10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject

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to tax withholding and will be reported on an IRS W-2 Form. The ____% for reimbursement of necessary business expenses. 70% of each

Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~[e.g., interest and penalties]~~ (the "Non-Wage Portion").^{vi}

3.3.2 The Non-Wage Portions are not subject to wage withholdings and will be reported on an IRS 1099 Form. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment and/or Individual PAGA Payment.

~~on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.~~

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

3.3.3 Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in If the Court disapproves of the amount

of \$ _____ payment structure in this Agreement, then the Parties will negotiate in good faith to adjust the structure, but in no event will Defendant be paid from required to pay more than the Gross Settlement Amount, with 75%

(\$ _____) allocated to the LWDA PAGA Payment and 25% (\$ _____) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment

3.3.4 by (a) dividing on the amount basis of the Aggrieved Employees' 25% share of PAGA payment structure,

Penalties (\$ _____) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZ estimates there are _____ Class Members who collectively worked a total of _____ Workweeks, and _____ Aggrieved Employees who worked a total _____ of PAGA Pay Periods.

4.2 Class Data. Not later than [e.g., 15]20 days after the Court grants Preliminary Approval of the Settlement, XYZ Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members'

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privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. XYZ has Defendants have a continuing duty to immediately notify Class Counsel if it discovers they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted

4.1 Class Data.

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4.3 Funding of Gross Settlement Amount. XYZ Defendant EMG shall fully fund the Gross Settlement

Amount, and also fund the amounts necessary to fully pay XYZ's share of payroll taxes

4.2 Amount, by transmitting the funds to the Administrator no later than [14] days after the Effective 30 days after the Judgment is final on the Effective Date pursuant to Paragraph 1.18 (a)-(b). The time to make such payment may be extended by mutual consent of the Parties and with the Court's approval.

Date:

4.4 Payments from the Gross Settlement Amount. Within [14] days after XYZ Defendant EMG funds

the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Representatives Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

4.3 Payment, and the Class Representative Representatives Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

Individual Class Payments and Individual PAGA Payments.

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

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check combining the Individual Class Payment and the Individual PAGA Payment.
Before mailing any checks, the ~~Settlement~~ Administrator must update the recipients'
4.3.1 mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all
other Class Members whose checks are ~~retuned~~returned undelivered without ~~United States~~
~~Postal Service ("USPS")~~ forwarding address. Within ~~71~~ days of receiving a returned
check, the Administrator must re-mail checks to the USPS forwarding address
provided or to an address ascertained through the Class Member Address Search.

The Administrator need not take further steps to deliver checks to Class Members
whose re-mailed checks are returned as undelivered. The Administrator shall
promptly send a replacement check to any Class Member whose original check was
4.3.2 lost or misplaced, if requested by the Class Member prior to the void
date.

4.4.3 For any Class Member whose Individual Class Payment check or

4.3.3 For any Class Member whose Individual Class Payment check or
Individual PAGA Payment check is uncashed and cancelled after the 180-day void date, the
Administrator shall inform the parties of the total amount of uncashed checks (the "Uncashed
First Checks"). Because the parties intend to provide as much relief as practicable to the Class
Members, the Parties will facilitate a second distribution to the Class Members who cashed their
checks during the first round (the "Second Distribution"). For the Second Distribution, the Class
Members who cashed their checks during the first round shall each be mailed a check in an
amount equal to the amount of the Uncashed First Checks divided by the number of Class
Members who cashed their checks during the first round, after deductions for postage and
handling by the Administrator. The second mailing shall be no later than 30 days after the 180-
day void date of the Uncashed First Checks.

For any Class Member whose Individual Class Payment check or Individual PAGA Payment
check is uncashed and cancelled after the void date, the
Second Distribution void date, which shall be 180 days from the date of the Second Distribution,
the Administrator shall transmit the funds represented by such checks 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

4.3.4 section 384, subdivisionsubd. (b).] for to a Court-approved nonprofit
organization or). The funds shall be transmitted to the Unclaimed Property Fund no later than 30
days after the 180-day void date of the checks mailed in the Second Distribution.

foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy
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Pres Recipient")]. The Parties, Class Counsel and Defense
Counsel represent that they have no interest or relationship, financial or otherwise,
with the intended Cy Pres Recipient.

4.4.4 The payment of Individual Class Payments and Individual PAGA

Payments shall not obligate XYZDefendant to confer any additional benefits or make any
additional payments to Class Members (such as 401(k) contributions or bonuses)

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4.3.5 beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when XYZ Defendant fully funds the entire Gross

Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff Plaintiffs, Class Members, and Class Counsel will release claims

5. against all Released Parties as follows:

5.1 Plaintiff's Plaintiffs' Release. Plaintiff Solely with respect to EMG's projects, each and his, her, or all Plaintiffs, on their own behalf and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns generally, release(s) and discharge(s) each and all Released Parties from all claims, transactions

or occurrences [that debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorneys' fees, damages, actions, and causes of action of whatever kind or nature, contingent or accrued, that occurred during the Class Period], in connection with Plaintiffs' respective employment with Defendant EMG, including, but not limited to:

(a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's the PAGA Notice, for ascertained during the Action and released under 5.2, below]. ("Plaintiff's Release.") Plaintiff's under Paragraph 5.2 below, including under any legal theory that was alleged or that could have been alleged for any failure to pay all wages due (including, without limitation, minimum wage and premium wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements, and failure to provide expense reimbursements (including, without limitation, claims derivative of and/or related to these claims) (collectively, "Plaintiffs' Release"). This Release includes, without limitation, all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including, without limitation, California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code section 17200, et seq., and/or California Labor Code section 2698, et seq., based on alleged violations of the above Labor Code provisions, and breach of contract claims, as alleged in the Action. Plaintiff's Release does not extend to any

claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff. Plaintiffs each and all acknowledge(s) that they may discover facts or law different from, or in addition to, the facts or law that Plaintiff Plaintiffs now knows know or believes believe to be true but agrees agree, nonetheless, that Plaintiff's Plaintiffs' Release shall be and remain effective in all

5.1 respects, notwithstanding such different or additional facts or Plaintiff's Plaintiffs' discovery of them, them.

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5.1.1 Plaintiff's Plaintiffs' Waiver of Rights Under under California Civil Code Section 1542. For purposes of Plaintiff's Plaintiffs' Release, Plaintiff Plaintiffs each and all expressly waives waive(s) and relinquishes relinquish(es) the provisions, 5.1.1 rights, and benefits, if any, with respect to Defendant, of section 1542 of the Civil Code, which reads:

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

not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members Who Are Not Aggrieved Employees:

All. Solely with respect to EMG's projects, each and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, release(s) and discharge(s) each and all Released Parties from (i) all claims that were alleged, or reasonably could have

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been alleged in connection with each and all such Participating Class Member's respective employment on any of Defendant EMG's projects, based on the Class Period facts stated in the Operative Complaint and

ascertained, including, without limitation, e.g., any failure to pay all wages due (including, without limitation, minimum wage and premium wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements, failure to maintain accurate records, and failure to provide expense reimbursements (including, without limitation, claims of derivative and/or related to these claims). This Release includes, without limitation, all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including, without limitation, California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code section 17200, et seq., based on alleged violations of the above Labor Code provisions, and breach of contract claims, as alleged in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section Paragraph 5.3 of this

Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation

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5.2 or claims based on facts occurring outside the Class Period. Moreover, only those who cash their Individual Class Payment checks will be deemed to have released claims under the Fair Labor Standards Act. The following language will be printed on the reverse of each Individual Class Payment check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I 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."

5.3 Release by Non-Release by Aggrieved Employees. Solely with respect to EMG's projects, each and all Aggrieved Employees (regardless of whether they are Participating Class Members Who Are Aggrieved Employees:

All Non-Participating Class Members who are Aggrieved Employees) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties (as defined above) from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period in connection with their respective employment on any of Defendant EMG's projects, based on the facts stated in the Operative Complaint[,] [and] (as defined above), the October 7, 2025 PAGA

Notice [and ascertained in that Plaintiff Eddie Martinez submitted to the course of the Action] LWDA providing notice pursuant to Labor Code section 2699.3(a), including, without limitation, e.g., "(a) any and all

5.3 claims involving any alleged failure to pay all wages due (including, without limitation, minimum wage; etc.; and premium wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements, failure to maintain accurate records, and failure to provide expense reimbursements (including, without limitation, claims derivative of and/or related to these claims). Aggrieved Employees who opt out are only releasing claims for civil penalties. Aggrieved Employees who opt out are not releasing any of the underlying wage and hour claims themselves.

6.

MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies 6. with the Court's current checklist for Preliminary Approvals. 6.1 XYZ's Defendant's Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, XYZ Defendant will prepare and deliver to Class Counsel a signed Declaration from XYZ Defendant EMG and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely

6.1 affected by the Settlement.

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6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel

all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*, and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivisions (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~and/or the proposed Cy Pres~~; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~and/or~~ the Administrator ~~and/or the proposed Cy Pres~~; (vi) a signed declaration from each Class Counsel ~~firm~~ attesting to ~~its~~their competency to represent the Class Members; ~~its~~their timely

transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code, § section 2699.3, subd. (a))), Operative Complaint (Labor Code, § section 2699, subd. (l)(1)), and this Agreement (Labor Code, § section 2699, subd. (l)(2)); (vii); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator ~~and/or the Cy Pres Recipient~~. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or

adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible

for delivering the Court's Preliminary Approval Order to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, then Class Counsel and Defense Counsel, in good faith, will expeditiously work together on behalf of the Parties

by meeting in person, by video conference, and/or by telephone, and in good faith, to resolve the disagreement. If

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the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, then, Class Counsel and Defense Counsel, in good faith, will expeditiously work together on behalf of the Parties by meeting in person-, by video conference, and/or by

6.4 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns; provided, however, that Defendants shall be under no obligation to proceed with the Settlement if the required material changes are unacceptable to Defendants or would require Defendant EMG to pay more than the Gross Settlement Amount.

concerns.

7. 7.1 SETTLEMENT ADMINISTRATION.

7.1 7.1-Remand. The Parties agree to take all steps necessary to cause the Court (i.e., the Los Angeles Superior Court) to approve and administer this settlement. The parties agree to first request that the Federal Court remand the action to the Court, but permit its return to Federal Court in the event the settlement is not finally approved. If either the Federal Court or the Court does not approve that process, then the Parties agree to take all other steps necessary to achieve the same result. If the Court does not grant Preliminary and Final Approval of this Agreement despite the Parties' good faith efforts to address the Court's concerns pursuant to Paragraph 6.4, the Parties agree that the Action will return to Federal Court without prejudice to either Party's position regarding the federal court's jurisdiction over the action and with the same status as if it had never stayed, remanded and/or dismissed.

Selection of Administrator. The Parties have jointly selected _____ agreed to recommend Rust Consulting, Inc. ("Rust") to serve as the Administrator and verified that, as a condition of appointment,

_____ Rust agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel respectively represent and warrant that they have no

7.2 interest or relationship, financial, or otherwise, with the Administrator other than a 7.2 professional relationship arising out of prior experiences administering settlements.

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

7.3 and providing reports to state and federal tax authorities.

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

7.4 Regulation section 468B-1.

7.5 7.4 Notice to Class Members.

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7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator ~~shall will~~ notify Class Counsel that the list has been received and state 7.5.1 the number of Class Members, ~~PAGA Members, Workweeks and Pay Periods in Aggrieved Employees, and Class Period and PAGA Period Projects,~~

the Class Data-

7.4.2 Using best efforts to perform as soon as possible, and in no event later than ~~14~~ days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class ~~United States Postal Service~~ ("USPS") mail, the Class

Notice ~~[with Spanish translation, if applicable]~~ Notice substantially in the form attached to this Agreement as Exhibit ~~A~~. The first page of the Class Notice

shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of ~~Workweeks and PAGA Pay Periods (if applicable) of Projects,~~ used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class

7.5.2 Member addresses using the National Change of Address database.

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

7.5.3 by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to ~~Workweeks and/or Pay Periods Projects,~~ and Requests for Exclusion will be extended an additional ~~14~~ days beyond the ~~60~~ days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform

7.5.4 the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, ~~XYZ Defendants,~~ or Class Counsel ~~is are~~ contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, ~~then~~ the Parties, ~~in good faith,~~ will expeditiously meet and confer in person, ~~by video conference, and/or by telephone, and in good faith,~~ in an effort to agree on whether to include ~~them as Class Members. If the Parties agree, any or all~~ such persons ~~will as Class Members. If the Parties agree, such person(s) will~~ be Class Members entitled to the same rights as other Class Members, and the

Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~14~~ days after receipt of Class Notice, or the deadline dates in the Class Notice, ~~which ever whichever,~~ are

7.5.5 later.

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7.6 ~~7.5~~ Requests for Exclusion (Opt-Outs).

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~~7.5.1~~ Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~[60]~~ days after the Administrator mails the Class Notice (plus an additional ~~[14]~~ days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member ~~or his/her/their representative~~ that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be ~~signed by the Class Member and~~ timely faxed, emailed, or postmarked by the Response

7.6.1 Deadline.

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

7.6.2 appealable or otherwise susceptible to challenge.

~~7.5.3~~ Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs ~~5.23~~ and ~~5.35~~ of this Agreement, regardless of whether the Participating Class Member

7.6.3 actually receives the Class Notice or objects to the Settlement.

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

7.6.4 ~~5.35~~ of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of ~~Workweeks/Projects~~. Each Class Member shall have ~~[60]~~ days after the Administrator mails the Class Notice ~~+, plus an additional [14] days for Class Members whose Class Notice is re-mailed~~, to challenge the number of Class

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~~Workweeks Projects~~ and ~~PAGA Pay Periods Projects~~ (if any) allocated to the Class Member in the Class

~~Notice~~. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the ~~Workweeks Projects~~ contained in the Class Notice are correct so long as they are consistent with the Class Data. The

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~~Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods Projects~~ shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of ~~Workweeks and/or Pay Periods Projects~~ to Defense Counsel and Class Counsel and the

~~7.6.5~~ Administrator's determination the challenges.

~~7.7~~ ~~7.7~~ Objections to Settlement.

~~7.7.1~~ Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees

~~7.7.1~~ Payment, Class Counsel Litigation Expenses Payment, and/or Class Representatives Service Payment.

~~Representative Service Payment.~~

~~7.7.2~~ Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so ~~notno~~ later than ~~60~~ days after the Administrator's mailing of the Class Notice (plus an

~~7.7.2~~ additional ~~14~~ days for Class Members whose Class Notice was re-mailed).

~~7.7.3~~ Non-Participating Class Members have no right to object to any of the

~~7.7.3~~ class action components of the Settlement.

~~7.8~~ Administrator Duties. The Administrator has a duty to perform or observe all

~~7.8~~ tasks to be performed or observed by the Administrator contained in this Agreement or otherwise, including placing the following statement on checks for any non-PAGA payment: "By endorsing or otherwise negotiating this check, I acknowledge that I 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."

~~otherwise.~~

~~7.8.1~~ Website, Email Address, and Toll-Free Number. The Administrator will

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establish ~~and~~ maintain, and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing, and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative ~~Representatives~~ Service Payment, the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and

7.8.1 emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than [5] days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a): (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion

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(“Exclusion List”); ~~(b)~~(b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; ~~(e) and (c)~~ copies of all

7.8.2 Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

7.8.3 copies of all Requests for Exclusion and objections received.

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

7.8.5 Administrator’s Declaration. Not later than [14] days before the date by which Plaintiff ~~is~~ Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total

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number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the

7.8.4 Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within [10] days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only (or similar unique identification) of all

payments made under this Agreement. At least [15] days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is

7.8.5 responsible for filing the Administrator's declaration in Court.

8. ~~8. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]. Based on its records, XYZ estimates The Parties estimate that, as of the date of this Settlement Agreement, (1) there are~~ Class

size as of December 28, 2024, is 4,402 Class Members and Total Workweeks during the Class period and (2) there were.

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Aggrieved Employees who worked Pay Periods during the PAGA Period.viii

9. ~~9. XYZ'S DEFENDANTS' RIGHT TO WITHDRAW.~~ If the number of valid Requests for Exclusion

identified in the Exclusion List exceeds % of the total of all 200 Class Members, XYZ Defendants may elect, but is are not obligated, elect to withdraw from the Settlement. The Parties agree that, if

XYZ withdraws Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever,

and that neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ Defendant EMG will remain responsible for paying all Settlement Administration

Expenses incurred to that point. XYZ Defendants must notify Class Counsel and the Court of its election to withdraw not later than [seven] 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than [16] court days before the calendared Final Approval Hearing, Plaintiff Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement Settlement under Labor

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Code section 2699, ~~subdivisionsubd.~~ (l), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). ~~Plaintiff~~ ~~Plaintiffs~~ shall provide drafts of these

documents to Defense Counsel not later than ~~[seven]~~7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person, by video conference, or by telephone, and in good faith, to resolve any disagreements concerning the

10. ~~Motion for Final Approval~~, ~~10.1 Response to Objections~~. Each Party retains the right to respond to any objection

raised by a Participating Class Member, including the right to file responsive documents in Court no later than ~~that [five]than 5~~ court days prior to the Final Approval Hearing, or as

10.1 otherwise ordered or accepted by the Court, ~~10.2 Duty to Cooperate~~. If the Court does not grant Final Approval or conditions Final

Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties, in good faith, will expeditiously work

together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval; ~~necessary to obtain Final Approval; provided, however, that Defendant shall be under no obligation to proceed with the Settlement if the required material changes are unacceptable to Defendant or would require Defendant to pay more than the Gross Settlement Amount.~~ The Court’s decision to award less than the amounts

requested for the Class ~~Representative~~Representatives Service Payment, Class Counsel Fees Payment,

Class Counsel Litigation Expenses Payment, and/or ~~Administrator~~Administration Expenses Payment

10.2 shall not constitute a material modification to the Agreement ~~within the meaningfor purposes~~ of this Paragraph.~~paragraph.~~

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

10.3 permitted by law, ~~10.4 Waiver of Right to Appeal~~. Provided the Judgment is consistent with the terms

and conditions of this Agreement, specifically including the Class Counsel Fees

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Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, and the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.

The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved

10.4 and the Judgment becomes final, ~~except as to matters that do not affect the amount of the~~ ~~Net Settlement Amount.~~

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~~10.5~~ Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address, ~~if possible~~, the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur; ~~provided, however, that Defendants shall be under no obligation to proceed with the Settlement if the required material changes are unacceptable to Defendants or would require Defendant EMG to pay more than the Gross Settlement Amount.~~ An appellate decision to vacate, reverse, or modify the Court's award of the Class ~~Representative~~Representatives' Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this ~~paragraph~~, Paragraph, as long as the Gross Settlement Amount remains unchanged.

~~11.~~ AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties, ~~in good faith~~, will work together ~~in good faith~~ to jointly submit and a

~~11.~~ proposed amended judgment.

~~12.~~ ~~12.~~ ADDITIONAL PROVISIONS.

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

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12.2 Confidentiality Prior to Preliminary Approval. ~~Plaintiff~~ Plaintiffs, Class Counsel, ~~XYZ~~ Defendants, and

Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit ~~another person to disclose, disseminate, be disclosed, disseminated, and/or publicize, publicized, this Agreement or~~ any of the terms

~~of the~~ this Agreement, directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: ~~(1) to the Parties~~ (1) to Plaintiffs' attorneys, accountants, or ~~spouses~~ spouse, all of whom will be instructed to keep this Agreement

~~and the terms of this Agreement confidential; (2) counsel in a related for purposes of securing claims administration for this matter; (3) as for Defendants, as needed for legal, accounting, tax, or other bona fide business reasons; (4) to the extent reasonably necessary to report income to appropriate taxing authorities; (45) in response to a court order or subpoena; or (56) in response to an inquiry or subpoena issued by a state or federal government agency.~~

Each Party agrees to immediately notify in writing each other Party of any judicial or agency order,

inquiry, or subpoena seeking such information. ~~Plaintiff~~ Plaintiffs, Class Counsel, ~~XYZ~~ Defendants, and

Defense Counsel separately agree not to, directly or indirectly, initiate or respond to any conversation

or other communication, before the filing of the Motion for Preliminary Approval, any with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This

~~paragraph~~ Paragraph does not restrict Class Counsel's communications with Class Members in

12.2 accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. ~~The Each of the~~ Parties separately agree that they and their respective counsel

and employees will not solicit any Class Member to opt out of or object to the

Settlement, or appeal from the Judgment. Nothing in this ~~paragraph~~ Paragraph shall be construed

12.3 to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~with Class Counsel's ethical obligations owed to Class Members.~~

12.4 Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement together with its attached ~~exhibit~~ exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral

12.4 prior and/or contemporaneous agreements, understandings, representations, warranties, covenants, or inducements, whether written and/or oral, made to or by any Party.

12.5 Attorney Authorization. ~~Each of~~ Class Counsel and Defense Counsel separately warrant warrants and ~~represent~~ represents that they are authorized by ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ Defendants, respectively, to take all

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appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably 12.5 required to effectuate the terms of this Agreement, including any amendments to this Agreement.

Agreement.

12.6 Cooperation. The Parties and their counsel will reasonably cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, and submitting supplemental evidence and or supplementing points and authorities as requested by the Court. Plaintiffs will not opt out of the Settlement. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the 12.6 Court for resolution.

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

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

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by 12.9 all Parties or their representatives and approved by the Court.

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

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

12.12 Cooperation in Drafting. No Construction Against Drafter. The Parties have cooperated in the drafting and

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preparation of this Agreement. This Agreement will not be construed ~~or interpreted more favorably for or unfavorably~~ against any Party

~~12.12~~ on the basis that the Party was the drafter or participated in the drafting.

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

~~12.13~~ information shall survive the execution of this Agreement.

~~12.14 Use and Return of Class Data.~~ Information provided to Class Counsel pursuant to ~~California~~ Evidence Code section 1152, and all copies and summaries of the Class Data provided to

Class Counsel by ~~XYZDefendant~~ in connection with ~~the mediation, other~~ settlement negotiations,

or in connection with the Settlement, may be used only with respect to this Settlement,

~~and for~~ no other purpose, ~~(including, for the avoidance of doubt, for Class Counsel's own benefit or the benefit of any third party)~~, and may not be used in any way that violates any existing

contractual agreement, ~~court order, statute or California Rules of Court, rule, of court, or confidentiality and/or non-use obligation.~~ Not later than 90 days

after the date when the Court discharges the Administrator's obligation to provide a

Declaration confirming the final pay out of all Settlement funds, ~~Plaintiff~~ Plaintiffs shall destroy

all paper and electronic versions of Class Data received from ~~XYZDefendant~~ unless, prior to the Court's discharge of the Administrator's obligation, ~~XYZ makes~~ Defendant make a written

request to

~~12.14~~ Class Counsel for the return, rather than the destruction, of Class Data. ~~Plaintiffs shall immediately provide Defendant with written certification of such destruction and/or return.~~

~~12.15 Headings.~~ The descriptive heading of any section or paragraph of this Agreement

~~12.15~~ is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~Agreement.~~

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~~12.16 Calendar Days.~~ Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

falls on a weekend or federal legal holiday, such date or deadline shall be on the first

~~12.16~~ business day thereafter.

~~12.17 Notice.~~ All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email

~~12.17~~ or messenger, addressed as follows:

To ~~Plaintiff~~ Plaintiffs:

~~Alan Harris, harris@harrisandruble.com~~

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Dated: _____

RAFFI KHANDIKIAN

Dated: _____

MARK MECHELIN

Dated: _____

EDDIE MARTINEZ

Dated: _____

EPOCH MEDIA GROUP, LLC

Dated: _____ By: _____

Its: _____

MINDY GOLDBERG

Dated: _____ By: _____

Its: _____

PHILLIP MORRISON

Dated: _____ By: _____

Its: _____

JEFFREY PREISS

Dated: _____

By: _____

Its: _____

Approved as to form:

HARRIS & RUBLE LLP

Dated: _____

Alan Harris
Attorney for Plaintiffs Michael Bonner,
James Connor, Raffi Khandikian, Mark
Mechelin, and Eddie Martinez

MITCHELL SILBERBERG & KNUPP LLP

Dated: _____

Stephen A. Rossi
Attorney for Defendants Epoch Media
Group, LLC, Mindy Goldberg, Phillip
Morrison, and Jeffrey Preiss

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

Michael Bonner, et al., v. [redacted]
Epoch Media Group, LLC, et al.
LASC Case No. [redacted]

The Superior Court for the State of California, County of Los Angeles, authorized this
Notice.

Read it carefully!
It's not junk mail, spam, an advertisement, or a solicitation by a lawyer.
You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action")
against [redacted] (abbreviate name; "XYZ" is used herein as a placeholder) for
Epoch Media Group, LLC ("EMG"), Mindy Goldberg, Phillip Morrison, and Jeffrey Preiss
(collectively, "Defendants") for alleged wage and hour Labor Code violations. The Action was
filed by a[n] [Michael Bonner, James Connor, Raffi Khandikian, Mark Mechelin, and Eddie
Martinez, and all former] XYZ employee
(("Plaintiff")) and seek current employees of Defendant EMG
(collectively, "Plaintiffs"). Plaintiffs seek payment of (1) back wages [and other relief] for a
class consisting of [e.g., hourly] employees all persons paid wages by EMG through its payroll
company or directly (whether exempt or non-exempt, whether paid directly to such persons or
through a loan-out) ("Class Members") who worked for XYZ services provided for EMG in the
filming of EMG's Projects in California during the Class
Period [redacted] to [redacted]; (September 19, 2019 to and (2) including December
28, 2024); and related penalties under the California Private
Attorney Attorneys General Act ("PAGA") for all [e.g., hourly] employees who worked
for XYZ during persons paid wages by EMG through its payroll company or directly (whether
exempt or non-exempt, whether paid directly to such persons or through a loan out) for services
provided for EMG in the filming of EMG's Projects in California during the PAGA Period
(October 7, 2024 to and including December 28, 2024) ("Aggrieved Employees").
the PAGA Period ([redacted] to [redacted]) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring XYZ Defendant
EMG to
fund Individual Class Payments, and (2) a PAGA Settlement requiring XYZ Defendant EMG to
fund Individual

PAGA Payments and pay penalties to the California Labor and Workforce Development
Agency ("LWDA").
("LWDA").

Based on XYZ's Defendant EMG's records, and the Parties' current assumptions, your
Individual Class

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Payment is estimated to be \$ _____ \$ _____ (less withholding) and your Individual PAGA

Payment is estimated to be \$ _____ \$ _____. 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 XYZ's Defendant EMG's records you are not eligible for an Individual PAGA

Payment under the Settlement because you didn't did not work on commercial productions during the PAGA Period.)

The above estimates are based on XYZ's Defendant EMG's records showing that you worked

workweekson _____ Projects during the Class Period and you worked _____ workweeks during the PAGA

Period on _____ Projects during the PAGA Period. Defendant EMG's records show that you _____ [did / did not] agree to an arbitration agreement with EMG. A "Project" is defined as any commercial production produced by Defendant EMG on which a Class Member worked for at least one day during the Class Period for Defendant EMG. For purposes of settlement allocations, separate Projects will be delineated based on their designation as separate projects in Defendant's data. The maximum number of Projects anyone is entitled to under this settlement is ten (10). If you did not sign an arbitration agreement, you will be credited with 1.5 times your total Projects (up to ten). If you believe that you worked more workweeks Projects during either period, or did not sign an arbitration agreement, and you have not already been credited with the maximum of 10, 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 PlaintiffPlaintiffs and Plaintiff's Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires XYZDefendant to make payments under the Settlement and requires Class Members and

Aggrieved Employees to give up their rights to assert certain claims against XYZDefendant EMG.

If you worked for XYZDefendant EMG during the Class Period and/or the PAGA Period, you have two

basic options under the Settlement:

(case name and number)

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Do Nothing. You don't have to do anything to participate in the proposed Settlement

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and be eligible for an Individual Class Payment and/or an Individual PAGA Payment.

As a Participating Class Member, though, you will give up your right to assert Class

- (1) Period wage and expense reimbursement claims and PAGA Period penalty claims against XYZDefendant related to your work on the Series.

(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 and expense reimbursement claims against XYZDefendant related to your work on the Series, and, if you are an

- (2) Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot

Regardless of whether you do or do not opt-out of the Class Settlement, you cannot opt-out of the PAGA portion of the proposed Settlement, and will receive an Individual PAGA Payment if you are an Aggrieved Employee. XYZ

Defendant EMG will not retaliate against you for any actions you take with respect to the proposed Settlement, 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 wage claims against XYZ 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 _____

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.

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See Section 6 of this Notice.

You cannot opt out of the PAGA portion of the proposed Settlement. XYZ must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees 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 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

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Plaintiff 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/Pay
Periods
Written Challenges
Must be Submitted by**

The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to XYZ's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1.

<u>You Don't Have to Do Anything to Participate in the Settlement</u>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if you are also an Aggrieved Employee). In exchange, you will give up your right to assert the wage, penalty and expense reimbursement claims against Defendant that are covered by this Settlement (defined below).
<u>You Can Opt-out of the Class Settlement, but not the PAGA Settlement</u> <u>The Opt-out Deadline is</u> _____	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, but will preserve your right to personally pursue wage, penalty and expense reimbursement claims against Defendant related to your work on the Series. 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 Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue released PAGA Claims (defined below).
<u>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</u> <u>Written Objections Must be Submitted by</u> _____	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 Plaintiff, 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.
<u>You Can Participate in the</u> _____	The Court's Final Approval Hearing is scheduled to take place on _____.

<u>Final Approval Hearing</u>	<u>[REDACTED]. 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.</u>
<u>You Can Challenge the Calculation of Your Projects</u> <u>Written Challenges Must be Submitted by [REDACTED]</u>	<u>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Projects you worked during the Class Period ("Class Period Projects"), and how many Projects you worked on during the PAGA Period ("PAGA Period Projects"), respectively, and whether you agreed to arbitration with EMG. The number of Class Period Projects, number of PAGA Period Projects you worked on according to Defendant EMG's records, and whether you agreed to arbitration, is stated on the first page of this Notice. Please note that you will only be credited for a maximum of ten (10) Projects. If you disagree with either of these numbers, or whether you agreed to arbitration, and were not already credited with 10 Projects, you must challenge it by [REDACTED]. See Section 4 of this Notice.</u>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a[n] [Plaintiffs are former] XYZ employee, employees of Defendant EMG. The Action accuses XYZ Defendant EMG of violating California labor laws by failing during commercial productions. Specifically, Plaintiffs allege that Defendant EMG failed to pay [e.g., overtime] all wages due (including minimum wage and premium wages; wages due upon termination and reimbursable expenses) and failing to, pay for all hours worked, provide [e.g., meal or rest periods, rest breaks and timely pay wages and final wages, furnish accurate itemized wage statements], (including claims derivative and/or related to these claims), and provide expense reimbursements. Based on the same claims, Plaintiff has Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Lab. Code, §§ 2698, et seq.) ("PAGA"). Plaintiff is Plaintiffs are represented by the following attorneys in the Action:

Alan Harris, David Garrett, Priya Mohan, and Min Ji Gal of Harris & Ruble ("Class Counsel.")

XYZ Defendant EMG strongly denies violating deny that they violated any laws or failing to pay any wages and contends it and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether XYZ Defendant EMG or Plaintiff is Plaintiffs are correct on the merits.

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In the meantime, Plaintiff Plaintiffs and XYZ Defendant EMG hired [] an experienced, neutral mediator

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[] a retired judge [] in an effort to resolve the Action by negotiating an to end to the case by agreement (settle the case)

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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, Plaintiff Plaintiffs and XYZ Defendant EMG have negotiated a proposed Settlement that is subject to the Court’s Final

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Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, XYZ Defendant EMG does not admit any violations or concede the merit of any claims.

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(describe alternative means of negotiation)

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Plaintiff

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) XYZ Defendant EMG has agreed to pay a fair, reasonable and adequate amount considering the

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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 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.

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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?

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1. XYZ Defendant EMG Will Pay \$ \$550,000.00 as the “Gross Settlement Amount (Gross Settlement). XYZ

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has.” Defendant EMG have agreed to deposit the Gross Settlement Amount into an account controlled by the

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Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay

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the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment Payments, Class Counsel’s attorneys’ attorney’s fees and expenses, the Administrator’s expenses,

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and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, XYZ Defendant EMG will fund the Gross

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Settlement Amount not more than [14]60 days after the Judgment entered by the Court become becomes final.

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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
1. _____ appealed.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing,
Plaintiff Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions
from the Gross Settlement Amount, the amounts of which will be decided by the Court at the
2. _____ Final Approval Hearing:

A. Up to \$ _____ [_____ %\$183,333.33 (one-third of the Gross Settlement) Amount] to
Class Counsel for
~~attorneys' attorney's~~ fees and up to \$ _____ \$25,000.00 for their litigation expenses. To
date,
Class Counsel have worked and incurred expenses on the Action without
A. _____ payment.

B. Up to \$ _____ as a Up to \$25,000.00 total (\$5,000.00 to each of the five named
Plaintiffs) as Class Representative AwardAwards for filing the Action,
working with Class Counsel and representing the Class. A Class Representative
Award This \$5,000 payment to each of the five Plaintiffs will be the only monies Plaintiff will
receive other than Plaintiff's

B. _____ in addition to Plaintiffs' Individual Class Payment and any Individual
PAGA Payment.

C. _____ C. Up to \$ _____ \$27,905 to the Administrator for services
administering the Settlement.

D. Up to \$ _____ \$24,000.00 for PAGA Penalties, allocated ~~7565%~~ to the LWDA PAGA
Payment and ~~25% in 35%~~ to Individual PAGA Payments to the Aggrieved Employees

D. _____ based on their PAGA Period Pay Periods Projects.

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

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3. Net Settlement Distributed to Class Members. After making the above deductions in
amounts approved by the Court, the Administrator will distribute the rest of the Gross
Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to
Participating

3. _____ Class Members based on their respective Class Period Workweeks Projects.

4. Taxes Owed on Payments to Class Members. PlaintiffPlaintiffs and XYZDefendant EMG are
asking the Court to
approve an allocation of _____ 10% of each Individual Class Payment to taxable wages
("Wage Portion") and _____ % to [e.g., "_____"]. 20% of each Participating Class Member's
Individual Class Payment will be allocated to settlement of claims for reimbursement of

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necessary business expenses. 70% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, etc., and penalties ("Non-Wage Portion"). The Wage

Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~{Option 1: (XYZ Defendant EMG 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

4. ~~Portions~~non-wage portion of the Individual Class Payments on IRS 1099 Forms, without withholdings or deductions for taxes.

Although Plaintiff~~Plaintiffs~~ and XYZ~~Defendant~~ EMG 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~~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 Payments and/or Individual PAGA Payments will show the date when the check expires (the void date). If you don't do not cash or deposit it by the 180-day void date, your the Administrator shall inform the parties of the total amount of uncashed checks (the "Uncashed First Checks"). Because the parties intend to provide as much relief as practicable to the Class Members, the Parties will facilitate a second distribution to the Class Members who cashed their checks during the first round (the "Second Distribution"). For the Second Distribution, the Class Members who cashed their checks during the first round shall each be mailed a check will be automatically in an amount equal to the amount of the Uncashed First Checks divided by the number of Class Members who cashed their checks during the first round, after deductions for postage and handling by the Administrator. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled, and after the Second distribution, the monies~~

~~will be deposited with~~sent to the California Controller's Unclaimed Property Fund in your 5. ~~their name,~~

~~will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").~~

~~[If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.]~~

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 ~~DATE~~, 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 ~~DATE~~ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/~~their~~ representative setting forth a Class

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Member's name, present address, ~~and present~~ telephone number ~~or email address~~, and a simple 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~~

~~6. personally pursue wage, penalty, and ~~hour~~expense reimbursement claims against XYZDefendant.~~

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

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for Individual PAGA Payments and are required ~~(provided the settlement is approved by the Court)~~ to give up their right to assert PAGA

~~claims against XYZDefendant 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 XYZDefendant have agreed that, in either case, the Settlement will be void: XYZ~~

~~7. Defendant EMG will not pay any money and Class Members and Aggrieved Employees will not release any claims against XYZDefendant EMG.~~

~~8. Administrator.~~ The Court has appointed a neutral company,

~~Rust Consulting, Inc., (the "Administrator") to send this~~

Notice, calculate

~~and make payments, and process Class Members' Requests for Exclusion. The~~

~~Administrator will also decide Class Member Challenges over WorkweeksProjects, mail and re-mail~~

~~re-mail settlement checks and tax forms, and perform other tasks necessary to administer the~~

~~8. Settlement. The Administrator's contact information is contained in Section 9 of this Notice.~~

~~Notice.~~

~~9. Participating Class Members' Release. After the Judgment is final and XYZDefendant EMG has fully~~

~~funded the Gross Settlement [Option 1: (and separately paid Amount and all employer payroll taxes)];~~

~~owed. 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 XYZ or Defendant EMG, related entities for wages based on the Class Period facts~~

~~and PAGA penalties based on PAGA Period facts, as alleged in the Action and, or officers for claims resolved~~

~~9. by this Settlement.~~

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

~~All~~Solely with respect to EMG's projects, each and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, release ~~(s)~~ and discharge(s) each and all Released Parties from ~~(i)~~all claims that were alleged, or reasonably could have been alleged in connection with each and all such Participating Class Member's respective employment on any of Defendant EMG's projects, based on the Class Period facts stated in the Operative Complaint ~~[and ascertained in the course of the Action]~~ ~~[, including, without limitation, e.g., "(a) any and all claims involving any alleged failure to pay all wages due (including, without limitation, minimum wage; etc.). Except as set forth in Section 5.3 of the Settlement~~ and premium wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements, failure to maintain accurate records, and failure to provide expense reimbursements (including, without limitation, claims of derivative and/or related to these claims). This Release includes, without limitation, all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including, without limitation, California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code section 17200, *et seq.*, based on alleged violations of the above Labor Code provisions, and breach of contract claims, as alleged in the Action. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.~~;~~ Moreover, only those who cash their Individual Class Payment checks will be deemed to have released claims under the Fair Labor Standards Act. The following language will be printed on the reverse of each Individual Class Payment check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I 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."

~~10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and XYZ Defendant EMG has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Amount, all Aggrieved Employees will be barred from asserting PAGA claims against XYZ Defendant EMG, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including, without limitation, those who are Participating Class Members and those who opt-out~~

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of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against XYZ or its related entities based on the PAGA Period facts alleged in the 10. Action and Defendant EMG that is resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

~~All Participating and Non-Participating Class Members who are~~ Solely with respect to EMG's projects, each and 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; (as defined above) from all claims for PAGA penalties that were alleged, or

reasonably could have been alleged in connection with their respective employment on any of Defendant EMG's projects, based on the PAGA Period facts stated in the

Operative Complaint; ~~and~~ (as defined above), the October 7, 2025 PAGA Notice ~~and~~ ascertained in that Plaintiff Eddie Martinez submitted to the course of the

Action; ~~LWDA~~ providing notice pursuant to Labor Code section 2699.3(a), including, without limitation, e.g., (a) any and all claims involving any alleged failure to pay

all wages due (including, without limitation, minimum wage; ~~etc.~~; and premium wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements, failure to maintain accurate records, and failure to provide expense reimbursements (including, without limitation, claims derivative of and/or related to these claims). Aggrieved Employees who opt out are only releasing claims for civil penalties. Aggrieved Employees who opt out are not releasing any of the underlying wage and hour claims themselves.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: (i) Each Participating Class Member's total Projects will be determined; (ii) the adjusted number of Projects will be then be determined as follows: any Participating Class Member who has not agreed to an arbitration agreement with EMG will have their total Projects multiplied by 1.5 (there will be no adjustment for those that have agreed to arbitration), with a cap of 10 adjusted projects per Participating Class Member; (iii) The total adjusted number of Projects will be determined by adding up all Participating Class Members' adjusted Projects; and (iv) each Participating Class Member will then receive their

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pro rata share of the Net Settlement Amount based on their total adjusted Projects divided by the total adjusted Projects times the Net Settlement Amount.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ \$8,400.00 by the total number of PAGA Pay Periods Projects worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the number of

2. PAGA Period Pay Periods Projects worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Project Challenges. The number of Class WorkweeksPeriod Projects you worked during the Class Period and the number of PAGA Pay PeriodsPeriod Projects you worked during the PAGA

Period, and whether you agreed to arbitration, as recorded in XYZ'sDefendant's records, are stated in the first page of this Notice. You have until DATE to challenge the number of Workweeks and/or Pay Periods Projects credited to you; and whether you agreed to arbitration. 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

3. contact information.

You need to support your challenge by sending copies of pay stubs or other written records. The Administrator will accept XYZ'sDefendant EMG's calculation of Workweeks and/or Pay PeriodsProjects based on XYZ's 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 Project challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and XYZ'sDefendant EMG's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

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5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check (s) to every Participating Class Member (i.e., every Class Member who doesn't opt-out)

1. including those who also qualify as Aggrieved Employees. The single check will, which will reflect the Individual Class Payment and the Individual PAGA Payment (if any).

combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the

2. Class Settlement (i.e., every Non-Participating Class Member).

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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.~~

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~~address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.~~

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

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Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as Bonner v. Epoch Media Group, LLC, and include your identifying information (full legal name, address, and telephone number; approximate dates of employment and social security number for verification purposes); or email address). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent mail or email your request to be excluded to the Administrator postmarked by DATE, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

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7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of the Agreement, the Motion for Preliminary Approval, and the Court's order granting preliminary approval of the Settlement at no cost to you. You can also view them on the Administrator's Website **WEBSITE**.

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whether to object, you may wish to see what Plaintiff and XYZ are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff/Plaintiffs are too high or too low. The deadline for sending written

objections to the Administrator is _____ **DATE**, Be sure to tell the Administrator what

(url) (url)

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For Optional Use

you object to, why you object ~~to, why you object~~, and any facts that support your objection.

Make sure you

identify the Action _____ *Bonner v. Epoch Media Group,*

LLC, and include your name, current

address, telephone number ~~and approximate dates of employment for [XYZ] and~~, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

~~object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.~~

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ **DATE** at _____ **TIME** in

Department [7] of the Los Angeles Superior Court **Dept. 6, Spring Street Courthouse**, located at **312 North Spring Street, Los**

Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement **Amount** will be paid to Class Counsel, **Plaintiff and**

Plaintiffs, the Administrator, the LWDA, and the Aggrieved Employees. 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 **LACourtConnectZoom**,

(<https://www.lacourt.org/lace/>), (<https://www.cacd.uscourts.gov/honorable-anne-hwang>), Check the Court's website for

the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ **WEBSITE** beforehand or contact Class Counsel

to verify the date and time of the Final Approval Hearing.

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9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything ~~XYZ~~ Defendant and Plaintiff 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 _____.

WEBSITE. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Los Angeles Superior Court's website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) [confirm] at _____ and entering the Case Number _____ for the Action, Case No. _____. You can also make an appointment to personally review _____.

court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney:

Email Address:

Name of Firm:

Mailing Address:

Telephone:

(time)

(specify entity) (url)

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Alan Harris, harris@harrisandruble.com

Priya Mohan, pmohan@harrisandruble.com

HARRIS & RUBLE

655 North Central Avenue, 17th Floor

Glendale, CA 91203

Tel: (323) 962-3777

Fax: (323) 962-3004

Settlement Administrator: Rust Consulting, Inc.

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

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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.

as long as you request a replacement before the void date on the face of the original check. If your check is already void

☐ you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds

☐ 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.

i This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ii Whether the “date of preliminary approval” yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties’ *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount “represents a reasonable compromise, given the magnitude and apparent merit of the claims being released; discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)

iii See endnote ii above.

iv The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

v The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

vi Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g., a settlement that is solely a Labor Code section 226, subdivision (a) claim.)

vii Insert negotiated terms, if any, addressing the possibility that XYZ’s estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an “escalator” clause memorializing XYZ’s promise to increase the Gross Settlement Amount in an agreed-upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ’s estimates.

viii Releases in Notice should track the releases in the Settlement Agreement.

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Exhibit 3

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

SOUTHERN CALIFORNIA OFFICE:

655 NORTH CENTRAL AVE 17th FL
GLENDALE CA 91203
TELEPHONE: 323.962.3777
FAX: 323.962.3004
www.harrisandruble.com

ALAN HARRIS
MARCELLA RUBLE*

PRIYA MOHAN
DAVID GARRETT
MIN JI GAL

*RETIRED

NORTHERN CALIFORNIA OFFICE:

116 E. BLITHEDALE AVE SUITE 2
MILL VALLEY, CA 94941
TELEPHONE: 312.543.0967
FAX: 323.962.3004

SUBMITTED ONLINE

October 7, 2025

California Labor & Workforce Development Agency

Re: *Martinez v. Epoch Media Group, LLC, et al.* – PAGA Notice

To whom it may concern:

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, Eddie Martinez (“Plaintiff”) hereby alleges with respect to his employment with Epoch Media Group, LLC, Mindy Goldberg, Philip Morrison, and Jeffrey Preiss (collectively “Defendants”), that Defendants violated provisions of the California Labor Code (hereinafter the “Code”) and applicable Industrial Welfare Commission Wage Order 12 (“Applicable Wage Order”). Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission’s orders regarding wages, hours, and working conditions.

Defendants in the Proposed PAGA Action

Defendant Epoch Media Group, LLC (“EPOCH”) is a Delaware Limited Liability Company, which at all times relevant herein, conducted business within the County of Los Angeles of the State of California.

Defendant Mindy Goldberg is a Founder and Chief Executive Officer of Epoch. At all times herein relevant, Goldberg was acting either individually or as an officer, owner, director, agent, and/or employee of Epoch, who caused and continues to cause all of the wage and hour violations alleged herein against the “aggrieved employees,” as defined herein.

Defendant Philip Morrison is a Founder and Manager of Epoch. At all times herein relevant, Morrison was acting either individually or as an officer, owner, director, agent, and/or employee of Epoch, who caused and continues to cause all of the wage and hour violations alleged herein against the “aggrieved employees,” as defined herein.

Defendant Jeffrey Preiss is a Manager of Epoch. At all times herein relevant, Preiss was acting either individually or as an officer, owner, director, agent, and/or employee of Epoch, who caused and continues to cause all of the wage and hour violations alleged herein against the “aggrieved employees,” as defined herein.

Proposed Aggrieved Employees

Defendants employed Plaintiff as an hourly-paid, non-exempt employee in March, 2025, in the State of California. Many other such productions were produced in California. Plaintiff has personally suffered multiple wage and hour violations and will seek civil penalties, attorneys fees and costs pursuant to PAGA. Plaintiff and other crew members worked for Defendants but were paid late as not all accrued wages were timely paid including unpaid minimum wage, overtime, and premium wages. Defendants required aggrieved employees to perform work off-the-clock before their scheduled start time, after their stop time, and/or during meal breaks, as well as to perform work during rest breaks, and as a result, Defendants failed to properly compensate aggrieved employees for all time worked. Plaintiff and aggrieved employees were required to work during meal and rest breaks and were not compensated for non-compliant meal and rest periods including, short, late, interrupted and missed meal and rest periods. Defendants failed to provide compliant wage statements with all gross and net wages, or all deductions, as the information concerning payments to union health and pension plans is not presented and Defendants failed to report accrued and unpaid premium wages.

Plaintiff wishes to bring a representative action on behalf of Plaintiff and the State of California as well as on behalf of all persons paid wages (whether exempt or non-exempt, whether paid directly or through a loan-out) on account of services provided for EMG in the filming of Motion Pictures in California. The attached First Amended Complaint outlines Defendant’s violations of the California Labor Code.

Please advise whether you will proceed with an investigation of this matter or whether Plaintiff may seek a civil-penalty recovery for the alleged violations under the Labor Code Private Attorneys General Act through his private counsel.

Very truly yours,



Alan Harris

Cc: (Via Certified Mail) Epoch Media Group, LLC, Mindy Goldberg, Philip Morrison, and Jeffrey Preiss c/o Stephen Rossi, Wei Kit (Ricky) Tai, Mitchell Silberberg & Knupp LLP, 2049 Century Park East, 18th Fl., Los Angeles, CA 90067

1 Alan Harris (SBN 146079)
2 David Garrett (SBN 160274)
3 Priya Mohan (SBN 228984)
4 HARRIS & RUBLE
5 655 North Central Avenue 17th Floor
6 Glendale California 91203
7 Tel: 323.962.3777
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9 harrisa@harrisandruble.com
10 dgarrett@harrisandruble.com
11 pmohan@harrisandruble.com
12 *Attorneys for Plaintiffs*
13 *Michael Bonner, Raffi Khandikian,*
14 *Mark Mechelin, James Connor*

15 UNITED STATES DISTRICT COURT
16
17 CENTRAL DISTRICT OF CALIFORNIA

18 MICHAEL BONNER, individually and
19 on behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 EPOCH MEDIA GROUP, LLC, a
23 Delaware Limited Liability Company;
24 MINDY GOLDBERG, an individual;
25 PHILIP MORRISON, an individual,
26 JEFFREY PREISS, an individual, and
27 DOE 1 through and including DOE 10,

28 Defendants.

Case No: 2:24-CV-04433 JLS (AGRx)

FIRST AMENDED COMPLAINT
(Class and Collective Action)

1. Cal. Lab. Code (the “Code”) §§ 201.3, 201.5, 203 and/or 204, Continuing Wages
2. Code §§ 226(a), Failure to Provide Compliant Pay Stubs
3. Code §§ 226.7 and 512 and IWC Wage Order 12, Failure to Provide Meal Breaks
4. Code § 226.7 and IWC Wage Order, Failure to Provide Rest Breaks
5. Code §§ 1194, 1194.2 and 1198, Damages for Unpaid Minimum Wages
6. Code § 2802, Failure to Reimburse Necessary Expenses
7. Code § 226(b), Failure to Provide Employment Records Upon Request
8. Code § 1198.5, Failure to Provide Employment Records Upon Request
9. Unfair Business Practices Business and Professions Code § 17200 *et seq.*

10.Failure to Pay Minimum Wage or
Overtime, FLSA, 29 U.S.C. § 201 *et seq.*

11.Breach of Implied Contract

12.Breach of Written Contract

JURY TRIAL DEMANDED

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1 Plaintiffs Michael Bonner, Raffi Khandikian, Mark Mechelin and James Connor
2 (collectively, “Plaintiffs”), by and through their undersigned attorneys, allege as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a class action and a Fair Labor Standards Act (“FLSA”) collective
5 action, seeking unpaid wages, damages, statutory penalties and attorneys’ fees and costs,
6 all according to proof, against Defendants Epoch Media Group, LLC (“Epoch”), Mindy
7 Goldberg (“Goldberg”), Philip Morrison (“Morrison”) and Jeffrey Preiss (“Preiss”)
8 (collectively “Defendants”).

9 2. Jurisdiction is proper under the Class Action Fairness Act (CAFA), 28
10 U.S.C. § 1332(d)(2), as the amount in controversy exceeds five million dollars
11 (\$5,000,000) and Plaintiffs are citizens of California while Defendants are citizens of a
12 different state. Defendants Epoch, Goldberg and Preiss are citizens of New York state,
13 while Morrison resides in and is a citizen of North Carolina. In addition, this Court has
14 federal question jurisdiction over Plaintiffs’ allegations regarding the tardy payment of
15 earned wages, in violation of the FLSA. Biggs v. Wilson, 1 F.3d 1537, 1541 (9th Cir.
16 1993). Defendants constitute an “enterprise” within the meaning of the FLSA, 29 U.S.C.
17 § 203. See 29 U.S.C. § 203(r) and (s) (defining “enterprise”). The motion pictures which
18 the Defendants have produced in their enterprise, each year during the relevant period,
19 involved a gross volume of sales of not less than \$600,000 each year. This Court has
20 federal question jurisdiction under 28 U.S.C. § 1331. Pursuant to 29 U.S.C. § 216(b),
21 Plaintiffs bring this case individually and as an FLSA collective action on behalf of
22 similarly situated individuals who, at any time during the three years preceding the filing
23 of this Complaint, up to the time of the filing of a motion for certification of a collective
24 action, were or have been paid wages on account of services provided for Defendants.
25 The alleged violations include failure to make timely payment of earned wages.

26 3. Venue as to Defendants is proper in this United States District Court for the
27 Central District of California (the “District”). A substantial part of the events or
28 omissions gives rise to the claims occurred in this District. Defendants maintain an

1 office, transact business, have an agent, or are found in the County of Los Angeles and
2 are within the jurisdiction of this Court for purposes of service of process.

3 4. Emergency Rule 9 as promulgated by the Judicial Council of California
4 provides: “Notwithstanding any other law, the statutes of limitations and repose for civil
5 causes of action that exceed 180 days are tolled from April 6, 2020, until October 1,
6 2020.” The Advisory Committee Comment notes that: “Emergency rule 9 is intended to
7 apply broadly to toll any statute of limitations on the filing of a pleading in court
8 asserting a civil cause of action. The term “civil causes of action” includes special
9 proceedings. (See Code Civ. Proc., §§ 312, 363 [“action,” as used in title 2 of the code
10 (Of the Time of Commencing Civil Actions), is construed “as including a special
11 proceeding of a civil nature”). . . . The rule also applies to statutes of limitations on filing
12 of causes of action in court found in codes other than the Code of Civil Procedure.”

13 **THE PARTIES**

14 5. Plaintiff Michael Bonner is an individual, who, during the time periods
15 relevant to this Complaint, was and is a resident of the County of Los Angeles, State of
16 California. A true and correct copy of Bonner’s FLSA Opt-In Form is attached as
17 Exhibit 1.

18 6. Plaintiff Raffi N. Khandikian is an individual, who, during the time periods
19 relevant to this Complaint, was and is a resident of the County of Los Angeles, State of
20 California. A true and correct copy of Khandikian’s FLSA Opt-In Form is attached as
21 Exhibit 2.

22 7. Plaintiff Mark Mechelin is an individual, who, during the time periods
23 relevant to this Complaint, was and is a resident of the County of Los Angeles, State of
24 California. A true and correct copy of Mechelin’s FLSA Opt-In Form is attached as
25 Exhibit 3.

26 8. Plaintiff James Connor is an individual, who, during the time periods
27 relevant to this Complaint, was and is a resident of the County of Los Angeles, State of
28 California. A true and correct copy of Conner’s FLSA Opt-In Form is attached as

Exhibit 4.

9. Defendant Epoch Media Group, LLC, (“Epoch”) is a Delaware Limited Liability Company, which at all times relevant herein, conducted business within the County of Los Angeles, State of California, producing numerous television commercials (hereinafter, collectively, the “Productions”). According to Epoch: “Epoch Films is a global production company with offices in New York, Los Angeles, and London. With a passionate focus on supporting directors, fostering new talent, and making the arts central to every communication, Epoch has played a part in sha[ing storytelling tends since 1989.” <https://epochfilms.com/about> (last accessed August 4, 2024). During the late pandemic, Epoch received a PPP loan of at least \$150,000.

<https://pppreport.org/company/epoch+media+group+1+1+c> (last accessed 8/4/2024).

10. Defendant Mindy Goldberg (“Goldberg”) is a Founder and Chief Executive Officer of Epoch. <https://epochfilms.com/contact> (last accessed August 3, 2024).

11. Defendant Philip Morrison (“Morrison”) is a Founder and manager of Epoch.

12. Defendant Jeffrey Preiss (“Preiss”) is a manager of Epoch.

13. Defendants Doe One through and including Doe Ten are sued herein under the provisions of section 474 of the California Code of Civil Procedure. Plaintiffs are unaware of the true names, identities or capacities, whether corporate, individual or otherwise, of said fictitiously named defendants, but leave of Court will be prayed to amend this pleading to insert the same herein when finally ascertained. Plaintiffs are informed, believe and thereupon allege that each of the fictitiously named Defendants, during the relevant time period maintained a place of business in the County of Los Angeles of the State of California. Defendants Epoch, Goldberg, Morrison, Preiss and Does One through and including Doe Ten are hereinafter collectively referred to as Defendants.

1 14. Defendants are “temporary services employers” as defined by Code § 201.3
2 and they are required to pay workers no less frequently than weekly. Section 201.3
3 provides, in part:

4 **(a)** For purposes of this section, the following definitions apply:

5 **(1)** “Temporary services employer” means an employing unit that contracts
6 with clients or customers to supply workers to perform services for the
7 clients or customers and that performs all of the following functions:

8 **(A)** Negotiates with clients and customers for matters such as the time and
9 place where the services are to be provided, the type of work, the working
10 conditions, and the quality and price of the services.

11 **(B)** Determines assignments or reassignments of workers, even if workers
12 retain the right to refuse specific assignments.

13 **(C)** Retains the authority to assign or reassign a worker to another client or
14 customer when the worker is determined unacceptable by a specific client or
15 customer.

16 **(D)** Assigns or reassigns workers to perform services for clients or
17 customers.

18 **(E)** Sets the rate of pay of workers, whether or not through negotiation.

19 **(F)** Pays workers from its own account or accounts.

20 **(G)** Retains the right to hire and terminate workers.

21 ...

22 **(4)** “Client” and “customer” mean the person with whom a temporary
23 services employer has a contractual relationship to provide the services of
24 one or more individuals employed by the temporary services employer.

25 **(b)(1)(A)** Except as provided in paragraphs (2) to (5), inclusive, if an
26 employee of a temporary services employer is assigned to work for a client,
27 that employee’s wages are due and payable no less frequently than weekly,
28 regardless of when the assignment ends, and wages for work performed

1 during any calendar week shall be due and payable not later than the regular
2 payday of the following calendar week. A temporary services employer shall
3 be deemed to have timely paid wages upon completion of an assignment if
4 wages are paid in compliance with this subdivision.

5 . . .

6 (c) A temporary services employer who violates this section is subject to the
7 civil penalties provided for in Section 203 and to any other penalties
8 available at law.

9 (d) This section shall not be interpreted to limit any rights or remedies
10 otherwise available under state or federal law.

11 Code § 201.3.

12 15. As a “temporary services employer,” Epoch is an employing unit which
13 contracts with clients to supply workers to perform services to its clients. Epoch
14 performs all of the following functions: (A) Negotiates with clients and customers for
15 matters such as the time and place where the services are to be provided, the type of
16 work, the working conditions, and the quality and price of the services (see, e.g., Exhibits
17 28-30); (B) Determines assignments or reassignments of workers, even if workers retain
18 the right to refuse specific assignments; (C) Retains the authority to assign or reassign a
19 worker to another client or customer when the worker is determined unacceptable by a
20 specific client or customer; (D) Assigns or reassigns workers to perform services for
21 clients or customers; (E) Sets the rate of pay of workers, whether or not through
22 negotiation; (F) Pays workers from its own account or accounts; and (G) Retains the right
23 to hire and terminate workers.

24 16. Plaintiffs are informed and believe and thereon allege that all defendants,
25 including the fictitious Doe defendants, were at all relevant times acting as actual agents,
26 conspirators, ostensible agents, alter egos, partners and/or joint venturers and/or
27 employees of all other defendants, and that all acts alleged herein occurred within the
28 course and scope of said agency, employment, partnership, and joint venture, conspiracy

1 or enterprise, and with the express and/or implied permission, knowledge, consent
2 authorization and ratification of their co-defendants; however, each of these allegations
3 are deemed “alternative” theories whenever not doing so would result in a contradiction
4 with other allegations.

5 17. The FLSA is violated when one fails to pay wages in timely fashion, as
6 required by state law. Biggs v. Wilson, 1 F.3d 1537 (9th Cir. 1993). The FLSA provides
7 for liquidated damages for violations of its minimum wage and overtime provisions. 29
8 U.S.C. § 216(b). “Any employer who violates the provisions of section 206 or section
9 207 of this title shall be liable to the employee . . . affected in the amount of their unpaid
10 minimum wages, or their unpaid overtime compensation, . . . and in an additional equal
11 amount as liquidated damages.” Id.

12 18. The Defendants are responsible joint employers for the FLSA violations as
13 they each are persons which “exercise[] control over the nature and structure of the
14 employment relationship.” Boucher v. Shaw, 572 F.3d 1087, 1091 (9th Cir. 2009). See
15 Chao v. Hotel Oasis, LLC, 493 F.3d 26, 34 (1st Cir. 2007); Donovan v. Sabine Irreg. Col.
16 LLC, 695 F.2d 190, 194-195 (5th Cir. 1983). Here, for example, each Defendant meets at
17 least one of the three joint employer tests in Martinez v. Combs, 49 Cal. 4th 35 (2010).

18 19. Martinez advances three alternative tests for determining employer status,
19 each of which is independently sufficient for purposes of resolving employer status. See
20 49 Cal. 4th at 64–65. In other words, even if this Court were to find that they were not
21 employers under one of the Martinez tests, they are responsible employers if either of the
22 two remaining tests is satisfied.

23 20. According to Martinez, an entity is an employer not only if it (a) “engage[s]”
24 workers by “creating a common law employment relationship” (the Common-Law Test)
25 (b) “exercise[s] control over the wages, hours or working conditions” of the workers (the
26 Wages, Hours or Working Conditions Test), or (c) “suffer[s] or permit[s]” the work (the
27 Suffer or Permit Test). Id. at 64.

28 21. At all relevant times mentioned herein, section 558.1 of the Code provided:

1 (a) Any employer or other person acting on behalf of an employer, who
2 violates, or causes to be violated, any provision regulating minimum wages
3 or hours and days of work in any order of the Industrial Welfare
4 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
5 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

6 (b) For purposes of this section, the term “other person acting on behalf of
7 an employer” is limited to a natural person who is an owner, director,
8 officer, or managing agent of the employer, and the term “managing agent”
9 has the same meaning as in subdivision (b) of Section 3294 of the Civil
10 Code.

11 (c) Nothing in this section shall be construed to limit the definition of
12 employer under existing law.

13 Code § 558.1. Here, the Defendants permitted Plaintiffs and other members of the crew
14 to perform functions that are normally part of Defendants’ business of producing Motion
15 Pictures. The Defendants had a duty to ensure that Plaintiffs were properly paid the
16 wages that they had been promised and compensated for their expenses, but they failed to
17 do so in a proper or timely fashion. Defendants failed to ensure that Plaintiffs were
18 timely paid final wages or compensated for their expenses.

19 22. It is “an employer’s duty under the FLSA to maintain accurate records of its
20 employees’ hours” and that duty “is non-delegable.” Kuebel v. Black & Decker Inc., 643
21 F.3d 352, 363 (2d Cir. 2011). Although Kuebel establishes that it is solely the employer’s
22 duty to keep track of hours worked under the federal FLSA, and although Plaintiffs’
23 wage-and-hour claims are largely brought under the state law, the fact remains that
24 Defendants, at all times, were subject to the FLSA and therefore were themselves
25 required to keep track of Plaintiffs’ hours worked. See Troester v. Starbucks Corp., 5 Cal.
26 5th 829, 839 (2018) (explaining that, although California’s wage-and-hour laws are
27 “more protective than federal law” and that “California is free to offer [employees]
28 greater protection,” the FLSA “provide[s] a level of employee protection that a state may

1 not derogate”). Troester, 5 Cal. 5th at 846 (“Nor is it clear why, when it is difficult to
2 keep track of time worked, the employee alone should bear the burden of that difficulty”),
3 848 (“An employer may be able to customize and adapt available time tracking tools or
4 develop new ones when no off-the-shelf product meets its needs. And even when neither
5 a restructuring of work nor a technological fix is practical, it may be possible to
6 reasonably estimate work time . . . and to compensate employees for that time.”). Marlo
7 v. United Parcel Serv., Inc., No. CV 03-04336 DDP (RZx), 2009 WL 1258491, at *3
8 (C.D. Cal. May 5, 2009), explains that, under California law, “employers must keep track
9 of the hours . . . employees work.” Before an employee starts to work for an employer,
10 the employer is required to have the employee fill out the requisite new-hire paperwork.
11 See e.g. Ketchikan Drywall Servs., Inc. v. Immigration & Customs Enforcement, 725
12 F.3d 1103, 1113 (9th Cir. 2013) (stating that 8 U.S.C. § 1324a “clearly makes employers
13 responsible for documenting employee work authorization” and that, “[w]here [a
14 defendant] cho[oses] to hire employees who ha[ve] failed to fill out [s]ection 1 [of I-9
15 Forms] completely, it d[oes] so at its own peril”); 26 C.F.R. § 31-3402(f)(2)-1 subsec. (a)
16 (stating that a withholding-exemption certificate must be completed “[o]n or before the
17 date on which an individual commences employment”); 22 Cal. Code Regs. § 4340-1(a)
18 stating that a withholding-exemption certificate must be completed “[o]n or before the
19 date on which an individual commences employment”). If, for example, the employee
20 fails to complete the necessary tax documents, the employer must follow the guidance
21 from the Internal Revenue Service and the California Employment Development
22 Department by withholding taxes as if the employee is single with no withholding
23 allowances. See Internal Revenue Serv., *Topic Number 753 – Form W-4 – Employee’s*
24 *Withholding Allowance Certificate* (last updated Mar. 1, 2018), [https://www.irs.gov/](https://www.irs.gov/taxtopics/tc753)
25 [taxtopics/tc753](https://www.irs.gov/taxtopics/tc753). There is an analogous cite from the California EDD (re defaulting to the
26 single-no-allowances rule): Cal. Emp’t Dev. Dep’t, *Employer’s Obligations for Form W-*
27 *4 or DE 4* (2016), https://www.edd.ca.gov/pdf_pub_ctr/de71.pdf).

28 23. Although the employee has the burden of proving a failure to compensate,

1 “it is the employer’s responsibility to maintain accurate records of an employee's hours.”
2 Padilla v. Manlapaz, 643 F Supp 2d 302, 307 (EDNY 2009). “In situations where an
3 employer's payroll records are inaccurate or inadequate, ‘an employee has carried out his
4 burden if he produces sufficient evidence to show the amount and extent of that work as a
5 matter of just and reasonable inference.’” Berrios v Nicholas Zito Racing Stable, Inc.,
6 849 F Supp 2d 3 72, 3 79 (EDNY 2012) quoting Anderson v Mt. Clemens Pottery Co.,
7 328 US 680, 687 (1946). This burden is not high and may be satisfied through estimates
8 based on an employee's own recollection and testimony. See Kuebel, 643 F3d at 362.
9 After an employee meets his or her burden, it “then shifts to the employer to prove by a
10 preponderance of the evidence that the [employee] was properly paid for the hours
11 worked.” Padilla, 643 F Supp 2d at 307; see also O'Donnell, 173 AD3d at 1529; Heenam
12 Bae v Indus. Bd. of Appeals, 104 AD3d 571, 572 (1st Dep't 2013) (where employer fails
13 “to keep adequate records, . . . the employer in violation shall bear the burden of proving
14 that the complaining employee was paid wages, benefits and wage supplements.”).

15 **GENERAL ALLEGATIONS**

16 24. Defendants employed Plaintiff Bonner during the class period for the
17 filming for the Commercial entitled “H&R Block #92432.” H&R Block, Inc. was the
18 client employer of Plaintiff Bonner and Class Members, and Defendants were the labor
19 contractors. At the end of the short production of the H&R Block commercial, Epoch
20 discharged Bonner and the relationship between the two ended, as there were no future
21 projects at hand for Bonner, and no direct communications between Bonner and
22 Defendants regarding any future work, as when Defendants hired Bonner or other Class
23 Members, they did so upon the recommendation of Bonner’s Department Head or the
24 Department Heads of other Class Members. When Bonner and the Defendants agreed
25 that he would work on the H&R Block commercial, the contracting parties knew the
26 relationship would be quite short, limited to a day or so, all as outlined on Epoch bid
27 forms provided to its client such as H&R Block or its advertising agency, as established
28 by industry custom and practice and outline in documents such as Exhibits 28 to 30.

Epoch would staff its subsequent project not by reaching out to Bonner or other Class Members, but by retaining a Director who would normally recommend the Director of Photography and other Department Heads with whom they wished to work on the short term project. The Class Members would thereafter all or virtually all be recommended as short term employees for the specific film at hand. The foregoing structure applied to all Plaintiffs and Class Members, as all or virtually all of them lost direct contact with Defendants upon termination at the end of the commercial, only to resume at a subsequent time when again recommended as temporary employees on another film project on the suggestion of their former Department Head or another such Department Head or a third party agent, including, for example, a labor union.

25. Defendants provided Bonner with a CREW TIMECARD, confirming its use of a Sunday to Saturday pay period. Exhibit 5, EPOCH-Bonner0001. Bonner worked from Sunday, November 14, 2021, until Thursday, November 18, 2021, working as a crew member, a non-union chef assistant, on one of the Productions for H&R Block or its ad agency. Accordingly, once his employment ended, Defendants were required to pay him by the next week, on or before Friday, November 26, 2023. However, his partial check was not prepared until on or after Wednesday, December 1, 2021. Bonner's check confirmed that the "Pay Period" was "11/14/2021 – 11/20/2021" and that the "Pay Frequency" was "W[EEKLY]". Exhibit 6, EPOCH_Bonner0006. Defendants are routinely tardy in their wage payments to crew. Further, on December 1, 2023, Plaintiff requested his records relating to his work for Defendants. Exhibit 7. One such record, the California Wage Theft Prevention Act Notice to Employee, assured Plaintiff Bonner that his wages would be paid "weekly". Exhibit 8, EPOCH_Bonner0006. Although Bonner was not provided any compliant meal periods or rest breaks, he was paid no meal period or rest break wages for his services on November 15, 16, 17, or 18 – despite the fact that on each day he worked at least either 14 or 15 hours. Exhibit 5, EPOCH-Bonner0001 (time card) and Exhibit 6, EPOCH_Bonner0006 (wage statement). Bonner was not compensated for his use of a personal cell phone, on each day of his work for Defendants,

1 a benefit to Defendants of at least \$3.00 per day.

2 26. In July of 2020, Defendants employed Plaintiff Khandikian during the class
3 period for the filming for the Commercial entitled “United Healthcare #92395.” For this
4 one of the Productions, United Healthcare was the client employer of Plaintiff
5 Khandikian and Class Members, and Defendants were the labor contractors.

6 27. In July of 2020, Defendants provided Khandikian with a CREW
7 TIMECARD, confirming its use of a Sunday to Saturday pay period and Khandikian’s
8 work of at least twelve and one half hours on that day, with no time taken for any thirty-
9 minute meal break. Exhibit 9, Khandikian_Epoch0009. Khandikian worked on July 30,
10 2020, providing non-union perimeter control services as a crew member on this one of
11 the Productions. Accordingly, once his employment ended, Defendants were required to
12 pay him by the next week, on or before Friday, August 7, 2020. However, his partial
13 check was not prepared until on or after Tuesday, August 18, 2021. Khandikian's check
14 confirmed that the the “Pay Frequency” was “W[EEKLY]”. Exhibit 10, Khandikian_
15 Epoch0003. Further, on December 13, 2023, Khandikian requested his records relating
16 to his work for Defendants. Exhibit 11. One such record, the California Wage Theft
17 Prevention Act Notice to Employee, assured Plaintiff Khandikian that his wages would
18 be paid “weekly”. Exhibit 12, Khandikian_Epoch0013, was required to advise
19 Khandikian of the “Regular pay day” but it did not do so. Khandikian was not
20 compensated for his use of a personal cell phone, a benefit to Defendants of at least \$3.00
21 per day. Khandikian was not paid for accrued wages owing on account of Defendants’
22 failure to provide a compliant meal period or any rest breaks on this day of work.

23 28. At an earlier day, on October 30, 2019, Defendants employed Plaintiff
24 Khandikian during the class period for the filming for the Commercial entitled
25 “WealthSimple #92378.” For this one of the Productions, Wealthsimple was the client
26 employer of Plaintiff Khandikian and certain of the Class Members, and Defendants were
27 the labor contractors.

28 29. In October of 2019, Defendants provided Khandikian with a CREW

1 TIMECARD, confirming its use of a Sunday to Saturday pay period and Khandikian's
2 work of at least eight hours on that day, with no time taken for a thirty-minute meal
3 break. Exhibit 13, Khandikian_Epoch0004. Khandikian worked on Wednesday,
4 October 30, 2019, providing perimeter control services as a crew member on this one of
5 the Productions. Accordingly, once his employment ended, Defendants were required to
6 pay him by the next week, on or before Friday, November 8, 2020. However, his partial
7 check was not prepared until on or after Wednesday, November 13, 2021. Khandikian's
8 check confirmed that the the "Pay Frequency" was "W[EEKLY]". Exhibit 14, Khandikian_
9 Epoch0001. Again, on December 13, 2023, Khandikian requested his records relating to
10 his work for Defendants. Exhibit 11. One such record, the California Wage Theft
11 Prevention Act Notice to Employee, assured Plaintiff Khandikian that his "Regular pay
12 day" was "weekly". Exhibit 15, Khandikian_Epoch0005. Khandikian was not
13 compensated for his use of a personal cell phone, a benefit to Defendants of at least \$3.00
14 per day. Khandikian was not paid for accrued wages owing on account of Defendants'
15 failure to provide a compliant meal period or any rest breaks on this day of work.

16 30. In June of 2022, Defendants employed Plaintiff Khandikian during the class
17 period for the filming for the Commercial entitled "Zelle (Round 3) #92446." For this
18 one of the Productions, Zelle and/or Early Warning Services, LLC was the client
19 employer of Plaintiff Khandikian and certain of the Class Members, and Defendants were
20 the labor contractors.

21 31. In June of 2023, Defendants provided Khandikian with a CREW
22 TIMECARD, confirming its use of a Sunday to Saturday pay period. Exhibit 16,
23 Khandikian_Epoch0014. Khandikian worked on Saturday, June 25, 2022, working as a
24 crew member, providing perimeter control services for this one of the Productions.
25 Accordingly, once his employment ended, Defendants were required to pay him by the
26 next week, on or before Friday, July 1, 2022. However, only a partial check was
27 prepared on or after July 1, 2022, no compensation being paid for Defendants' failure to
28 provide any compliant rest breaks of the day Khandikian worked. Khandikian's check

1 confirmed that the “Pay Period” was “06/19/2022-06-25/2022”. Exhibit 17, Khandikian_
2 Epoch0002. Again, on December 13, 2023, Khandikian requested his records relating to
3 his work for Defendants. Exhibit 11. One such record, the California Wage Theft
4 Prevention Act Notice to Employee, assured Plaintiff Khandikian that the “Regular pay
5 day” was “Friday”. Exhibit 18, Khandikian_ Epoch0018.

6 32. Defendants employed Plaintiff Mechelin during the class period for the June
7 2021 filming of the Commercial entitled “Farmers Insurance #92420” (Exhibit 19.1); the
8 November 2021 filming of the Commercial entitled “King’s Hawaiian #92431” (Exhibit
9 19.2); as well as the January 2022 filming of the Commercial entitled “Toyota #92438”
10 (Exhibit 19.3). In none of the projects did Defendants compensate Mechelin for the
11 maintenance and use of his personal cell phone, nor did they pay him a premium wage on
12 account of their failure to provide him with any ten-minute rest breaks. In each case it
13 appears Mechelin was paid as a member of Teamsters Local 399, but the contract
14 between the AICP and Local 399 does not purport to cover issues involving ten-minute
15 rest breaks or reimbursement of employee expenses, and only states, with respect to the
16 tardy payment of final wages that a committee might be formed to consider the matter.
17 Accordingly, he has not been paid his final wages in full for any of the three projects on
18 which he worked and he was not paid any wages at all on the Toyota commercial until on
19 or after Thursday, February 3, 2022, when his partial check for the work was printed, at
20 least six days after all wages were due. (Exhibit 19.3). Mechelin was required to provide
21 Defendants with his cell phone number, with the understanding that he would respond to
22 any calls at any time from the start of the workday until wrap. Mechelin was never
23 compensated for his provision of this benefit to the Defendants.

24 33. Upon information and belief, for the June 2021 Production (Farmers
25 Insurance #92420), Farmers Insurance was the client employer of Plaintiff Mechelin and
26 certain other of the Class Members, and Defendants were the labor contractors. For the
27 October-November, 2021, Production (King’s Hawaiian #92431), King’s Hawaiian was
28 the client employer of Plaintiff Mechelin and certain of the Class Members, and

1 Defendants were the labor contractors. Similarly, for the 2022 Production (Toyota
2 #92438), Toyota was the client employer of Plaintiff Mechelin and certain of the Class
3 Members, and Defendants were the labor contractors.

4 34. Defendants provided Mechelin with a CREW TIMECARDS, confirming its
5 use of a Sunday to Saturday pay period in both 2021 and 2022. Mechelin worked on
6 Sunday, June 27, 2021, as a driver on this one of the Productions. Accordingly, once his
7 employment ended, Defendants were required to pay him by the next week, on or before
8 Friday, July 9, 2021. However, he was only provided a partial paycheck, paid nothing for
9 his accrued hour of pay due on account of Defendants' failure to provide compliant rest
10 breaks. Mechelin's check confirmed that the "Pay Frequency" was "W[EEKLY]". Exhibit
11 19.1.

12 35. Mechelin worked on Thursday, November 4, 2021, as a driver on this one of
13 the Productions. Accordingly, once his employment ended, Defendants were required to
14 pay him by the next week, on or before Friday, November 12, 2021. However, he was
15 only provided a partial paycheck, paid nothing for his accrued hour of pay due on account
16 of Defendants' failure to provide compliant rest breaks. Mechelin's check confirmed that
17 the "Pay Frequency" was "W[EEKLY]". Exhibit 19.2.

18 36. Mechelin worked on January 20 and 22, 2022, as a driver on this one of the
19 Productions. Accordingly, once his employment ended, Defendants were required to pay
20 him by the next week, on or before Friday, January 28, 2022. However, he was paid late,
21 on or after Thursday, February 3, 2022, and then he was only provided a partial
22 paycheck, paid nothing for his accrued hour of pay due on account of Defendants' failure
23 to provide compliant rest breaks. Mechelin's check confirmed that the "Pay Frequency"
24 was "W[EEKLY]". Exhibit 19.3.

25 37. Defendants employed Plaintiff Connor during the class period for the
26 filming for the Commercial entitled "H&R Block #92432." For this one of the
27 Productions, H&R Block, Inc. was the client employer of Plaintiff Connor and certain of
28 the Class Members, and Defendants were the labor contractors.

1 38. Defendants provided Connor with a CREW TIMECARD, confirming its use
2 of a Sunday to Saturday pay period. Exhibit 20, Conner_Epoch0002. Conner worked
3 from Monday, November 15, 2021, until Thursday, November 18, 2021, working as a
4 crew member, a chef assistant, on this one of the Productions. Accordingly, once his
5 employment ended, Defendants were required to pay him by the next week, on or before
6 Friday, November 26, 2023. However, his partial check was not prepared until on or
7 after Thursday, December 2, 2021. Connor has never been paid any wages owing on
8 account of Defendants' failure to provide him any compliant meal periods or rest breaks
9 at all on November 15, 16, 17, or 18, 2021. Conner's check confirmed that the "Pay
10 Period" was "11/14/2021 – 11/20/2021" and that the "Pay Frequency" was "W[EEKLY]".
11 Exhibit 21, Conner_Epoch0001. Further, on December 13, 2023, Conner requested his
12 records relating to his work for Defendants. Exhibit 22. One such record, the California
13 Wage Theft Prevention Act Notice to Employee, assured Plaintiff Conner that his
14 "Regular pay day" would be "weekly". Exhibit 23, Conner_Epoch0006.

15 39. Defendants also failed to provide any accrued wages on account of accrued
16 rest break wages with respect to the filming of at least the following television
17 commercials, several of well over 100 commercials produced by the Defendants from
18 2019 to date: Harley Davidson #92372 (filmed in June of 2019); Lay's #92377; King's
19 Hawaiian Bread # 92405; Farmer's Insurance #92420; AT&T Direct TV Stream #92428;
20 King's Hawaiian Bread #92431; Sephora #92434; Toyota #92438; or Beat The Stigma 2
21 # 92465 (filmed in January of 2023). On information and belief, prior to the filing of this
22 case, Defendants never paid any crew member an hour of wages on account of missed,
23 tardy or truncated rest breaks and they never compensated any member of the crew for
24 the use of their personal cell phones, all or virtually all Class Members routinely using
25 their cell phones and/or other personal computer equipment of receive business text
26 messages, emails and or telephone calls on a daily basis, as well as for chasing their
27 wages when not paid in timely fashion.

28 40. As part of the employment contracts between each Plaintiff and Class

1 member, on the one hand, and Defendants, on the other, the Parties agreed that their
2 contract had an implied covenant of good faith and fair dealing.

3 41. As part of the implied employment contracts between each Plaintiff and
4 Class member, on the one hand, and Defendants, on the other, the Parties agreed that the
5 employees would promptly respond to any cell phone or walkie talkie calls they received,
6 and each Plaintiff and Class Member routinely did so, whether or not on a faux “rest
7 break” or “meal period.”

8 42. As part of the implied employment contracts between each Plaintiff and
9 Class member, on the one hand, and Defendants on the other, when filming within the
10 jurisdictions subject to FilmLA, in which, on information and belief, perhaps half of the
11 Productions here are issue were filmed, the Parties agreed that the employees would
12 abide by the conditions in the FilmLA Film Permits issued to Defendants, permitting the
13 scheduled work. Those Film Permits routinely required compliance with a “FilmLA
14 Filmmakers’ Code of Professional Responsibility” (the “LA Code”), a copy of the
15 version issued in 2019 is attached hereto as Exhibit 24. See also Exhibits 25 and 27,
16 other similar versions. That LA Code provides, in part, for regulation of employer
17 conduct before reporting to work and going on the clock, before the start of the day is
18 regulated, but not compensated:

- 19 1. The production company must comply with the provisions of the film
20 permit at all times.
- 21 2. The Filmmakers’ Code of Professional Responsibility will be attached to
22 every permit, and both must be shown to any member of the public that
23 asks to see them.
- 24 3. Productions arriving on-location in or near a residential neighborhood
25 shall enter the area no earlier than the time stipulated on the permit.
26 . . .
- 27 5. Cast and crew must observe designated parking areas. Parking of cast and
28 crew vehicles on public streets is prohibited unless authorized by the film

1 permit.

2 6. Parking on both sides of public streets is prohibited unless specifically
3 authorized by the film permit.

4 7. Production vehicles may not block driveways without the express
5 permission of the local municipality or the driveway owner.

6 Exhibit 24 ([https://filmla.com/wp-content/uploads/2019/07/Filmmakers-code-of-coduct-](https://filmla.com/wp-content/uploads/2019/07/Filmmakers-code-of-coduct-2019.pdf)
7 [2019.pdf](https://filmla.com/wp-content/uploads/2019/07/Filmmakers-code-of-coduct-2019.pdf)., last accessed August 2, 2024). Another, later version issued by FilmLA is to
8 the same effect. Exhibit 25, for example, states:

9 Meals must be confined to the area designated in the location agreement or
10 permit. Individuals must eat within the designated meal area.

11 Exhibit 25, ¶ 6.

12 43. In addition, there is a “California Film Commission Filmmakers Code of
13 Conduct” (the “CA Code”) such as attached hereto as Exhibit 26. That CA Code
14 provides, in part, that worker activity before the start of the day is regulated, but not
15 compensated:

16 2. Production vehicles arriving on location in or near a residential
17 neighborhood should not enter the area before the time stipulated in the
18 permit, should park one by one, and turn off engines as soon as possible.

19 Cast and crew should observe designated parking areas.

20 Exhibit 26, p. 1 ([https://cdn.film.ca.gov/wp-content/uploads/2020/11/Professional-](https://cdn.film.ca.gov/wp-content/uploads/2020/11/Professional-Filmmakers-Code-of-Conduct.pdf)
21 [Filmmakers-Code-of-Conduct.pdf](https://cdn.film.ca.gov/wp-content/uploads/2020/11/Professional-Filmmakers-Code-of-Conduct.pdf)).

22 44. As part of the implied employment contracts between each Plaintiff and
23 Class member, on the one hand, and Defendants on the other, the Parties agreed that all
24 employees, whether or not in a union, would honor calls for “grace” to permit filming to
25 continue beyond the sixth or twelfth hour of work as the case may be, and each Plaintiff
26 and Class Member routinely did so, whether or not a meal break had been scheduled.
27 The applicable CBA for union members working on commercials provides that “[t]he
28 first deductible meal period may be extended by fifteen (15) minutes to complete a set up

1 and a second deductible meal period may be extended by thirty (30) minutes to complete
2 a set up and/or wrap.”¹ These provisions do not apply to non-union workers such as
3 Plaintiffs, yet industry practice demands all workers follow the procedures for grace. In
4 any event, grace is routinely called and non-union workers have their meals often delayed
5 beyond the sixth hour of work, without compensation by the Defendants for such
6 untimely meals. Defendants regularly established record-keeping procedures note when
7 grace is called, and in the course of discovery these materials will be accessed so that
8 Plaintiffs might amend this FAC to articulate precise details relating to these practices.

9 45. As part of the implied employment contracts between each Plaintiff and
10 Class member, on the one hand, and Defendants on the other, the Parties agreed that all
11 employees would remain on or near the designated set, from their initial report time until
12 final wrap for the day. According to the Commercial Filmmakers’ Code of Professional
13 Responsibility: “5. Cast and crew meals shall be confined to the area designated in the
14 location agreement or permit.” Exhibit 27, [https:// aicp.com/
15 assets/editor/AICP_Location_Code_of_Professional_Responsibility_members_June2017.
16 pdf](https://aicp.com/assets/editor/AICP_Location_Code_of_Professional_Responsibility_members_June2017.pdf) (last accessed August 2, 2024). This policy and practice is articulated in the LA
17 Code:

18 Cast and crew are to remain on or near the area that has been permitted. . . .
19 . . .

20 If not specified in the permit, an area for meal service and consumption
21 must be designated.

22 Exhibit 24. ¶9.

23 46. Exhibits 24-27 reflect industry practices in the filming of Motion Pictures in
24 California, both television commercials and otherwise.

26 ¹ See 2019 Commercial Production Agreement and Northeast Corridor Appendix [the
27 I.A.T.S.E [the International Alliance Of Theatrical Stage Employees, Moving Picture
28 Technicians, Artists And Allied Crafts Of The United States And Canada, AFL-CIO,
CLC – A.I.C.P. [Association Of Independent Commercial Producers, Inc.], Article
XVIII- MEALS, Section 3, p. 11.

1 47. Although Plaintiffs should have been paid in full for the accrued minimum
2 wages, provided proper, uninterrupted meal periods and rest breaks, and issued final
3 wages no later than as required by Code §201.3 and/or 201.5, they have yet to be paid the
4 full amount of wages owing to them. The final payments did not fully compensate
5 Plaintiffs for all outstanding wages. Plaintiffs and Class Members have as of the date of
6 filing of this Complaint not been fully compensated for all work performed for the
7 Defendants, all due in part to Defendants failure to ever pay any employee wages on
8 account of Defendants' failure to provide proper ten-minute rest breaks – a topic not even
9 mentioned in any of the applicable Collective Bargaining Agreements. The defense
10 failure to ever pay any wages on account of such failure to maintain a proper rest break
11 policy and practice is an unfair and unlawful business practice under Section 17200 et
12 seq. of the California Business and Professions Code. Safeway v. Sup. Ct., 238
13 Cal.App.4th 1138 (2015).

14 48. Plaintiffs and Class Members, were required to keep their walkie talkie
15 radios or cell phones with them at all times, including during meal and rest breaks. Some
16 breaks were simply not provided at all. This policy precluded Defendants from providing
17 Plaintiff and others the ability to enjoy legally compliant meal and rest breaks as required
18 by California law. Augustus v. ABM Sec. Servs. Inc., 2 Cal. 5th 257, 260 (2016).

19 49. Plaintiffs and Class Members are typically hired as temporary, short term
20 employees to work for a few days on the creation of filmed content. They typically work
21 under the direction and supervision of producers, directors, ad agencies and clients. The
22 typical practice is for the ad agency and/or client to prepare detailed scripts and
23 storyboards, which Defendants are to follow in creating the commercial. A sample of ad
24 agency scripts and storyboards for a television commercial is attached as Exhibit 28. The
25 lead actors audition, rehearse and perform according to the scripts and storyboards
26 provided by the ad agency and/or client. Such actors, unlike the crew, are paid by the ad
27 agency and/or client, generally through an industry specialist payroll company.

28 50. As companies such as Epoch and its competitors may produce many dozens

1 or more television commercials each year, routinely hiring dozens of crew members to
2 assist them for a handful of days on each project, the television commercial production
3 industry has formed a trade association, the AICP or Association of Independent
4 Commercial Producers, to help regulate industry practices. <https://aicp.com/> (last
5 accessed August 4, 2024). The AICP web page provides information concerning both
6 “Employment Issues” and other “Resources”. A partially redacted, typical AICP Film
7 Production Cost Summary for a Neutrogena commercial is attached as Exhibit 29. A
8 more recent AICP Form is attached as Exhibit 30. Documents such as Exhibit 29 are
9 used by television commercial production companies to detail the number of temporary
10 workers they will be providing to the ad agency/client for filming of the commercial at
11 hand, including up to some fifty different jobs, by title, for pre-production and wrap,
12 detailing the number of days required for each position and the dollar day rate for each
13 job title. For example, Exhibit 29 projects a total of 59 days of work and estimates the
14 labor cost for pre-production and wrap to total \$45,594. Exhibit 29 at “Page 1”, or p. 002.
15 Similarly, Exhibit 29 details the job titles for the Shooting Crew, from the Line Producer
16 to the Manicurist, also showing the number of days of work for each position and the
17 rate. Exhibit 29 projects a total of 70 days of work and estimates the labor cost for pre-
18 production and wrap to total \$123,670. Exhibit 29 at “Page 1B”, or p. 003. Job titles,
19 projected days of work and rates are also detailed for the Set Construction Crews. Exhibit
20 29 at “Page 3”, or p. 005.

21 51. Some supplies and equipment were provided by Defendants and/or leased
22 by them for use during realization of the scripts and storyboards prepared by the ad
23 agency and/or client. Some supplies and equipment were provided by Defendants, and
24 some were provided by Plaintiffs. In concert with the ad agency and/or client,
25 Defendants secured and provided the locations for the Productions where the work took
26 place.

27 52. At all relevant times mentioned herein, either Wage Order 4 (governing
28 temporary workers) or Wage Order 12 (governing motion picture workers) of the

1 California Industrial Welfare Commission applied to Plaintiffs and Class Members. In
2 part, each Wage Order reflects employer obligations regarding hours and days of work,
3 reporting time pay, records, meal periods and rest periods (obligations which the
4 employer, here, failed to fulfill, both with respect to Plaintiffs and Class Members). One
5 significant difference is focused on Meal Periods. Wage Order 4 provides:

6 (A) No employer shall employ any person for a work period of more than
7 five (5) hours without a meal period of not less than thirty (30) minutes, nor
8 more than one (1) hour.

9 On the other hand, Wage Order 12 provides that the employer must provide a meal within
10 the first 6 hours. Defendants often extended the commencement of a meal beyond six
11 hours by the artifice of calling grace, even on non-union jobs, but routinely impacting
12 non-union workers.

13 53. At all times relevant herein, section 201.5 of the Code provided in part:

14 (a) For purposes of this section, the following definitions apply:

15 (1) “An employee engaged in the production or broadcasting of motion
16 pictures” means an employee to whom both of the following apply:

17 (A) The employee’s job duties relate to or support the production or
18 broadcasting of motion pictures or the facilities or equipment used in the
19 production or broadcasting of motion pictures.

20 (B) The employee is hired for a period of limited duration to render services
21 relating to or supporting a particular motion picture production or
22 broadcasting project or is hired on the basis of one or more daily or weekly
23 calls.

24 (2) “Daily or weekly call” means an employment that, by its terms, will
25 expire at the conclusion of one day or one week, unless renewed.

26 (3) “Next regular payday” means the day designated by the employer,
27 pursuant to Section 204, for payment of wages earned during the payroll
28 period in which the termination occurs.

1 (4) “Production or broadcasting of motion pictures” means the development,
2 creation, presentation, or broadcasting of theatrical or televised motion
3 pictures, television programs, commercial advertisements, music videos, or
4 any other moving images, including, but not limited to, productions made
5 for entertainment, commercial, religious, or educational purposes, whether
6 these productions are presented by means of film, tape, live broadcast, cable,
7 satellite transmission, Web cast, or any other technology that is now in use
8 or may be adopted in the future.

9 (b) An employee engaged in the production or broadcasting of motion
10 pictures whose employment terminates is entitled to receive payment of the
11 wages earned and unpaid at the time of the termination by the next regular
12 payday.

13 (c) The payment of wages to employees covered by this section may be
14 mailed to the employee or made available to the employee at a location
15 specified by the employer in the county where the employee was hired or
16 performed labor. The payment shall be deemed to have been made on the
17 date that the employee’s wages are mailed to the employee or made
18 available to the employee at the location specified by the employer,
19 whichever is earlier.

20 (d) For purposes of this section, an employment terminates when the
21 employment relationship ends, whether by discharge, lay off, resignation,
22 completion of employment for a specified term, or otherwise.

23 (e) Nothing in this section prohibits the parties to a valid collective
24 bargaining agreement from establishing alternative provisions for final
25 payment of wages to employees covered by this section if those provisions
26 do not exceed the time limitation established in Section 204.

27 Code § 201.5.

28 54. Defendants employed individuals such as Plaintiffs and Class Members to

1 work on the filming of television commercials, yet Defendants failed to timely or fully
2 pay them, all in violation, inter alia, of Code sections 201.3, 201.5 and/or 204.

3 55. At all relevant times mentioned herein, section 203 of the Code provided in
4 part:

5 If an employer willfully fails to pay, without abatement or reduction, in
6 accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and
7 205.5, any wages of an employee who is discharged or who quits, the wages
8 of the employee shall continue as a penalty from the due date thereof at the
9 same rate until paid or until an action therefor is commenced; but the wages
10 shall not continue for more than 30 days. An employee who secretes or
11 absents themselves to avoid payment to them, or who refuses to receive the
12 payment when fully tendered to them, including any penalty then accrued
13 under this section, is not entitled to any benefit under this section for the
14 time during which the employee so avoids payment.

15 Code § 203(a). By failing to pay Plaintiffs and Class Members all wages when due at
16 termination, Plaintiffs and Class Members are entitled to continuing wages pursuant to
17 section 203 of the Code.

18 56. At all times relevant herein, section 204 of the Code provided in part:
19 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or
20 204.2, earned by any person in any employment are due and payable twice
21 during each calendar month, on days designated in advance by the employer
22 as the regular paydays. Labor performed between the 1st and 15th days,
23 inclusive, of any calendar month shall be paid for between the 16th and the
24 26th day of the month during which the labor was performed, and labor
25 performed between the 16th and the last day, inclusive, of any calendar
26 month, shall be paid for between the 1st and 10th day of the following
27 month.

28 Code § 204. The Defendants routinely violated Code section 204. E.g., Exhibits 5 and 6

1 (Bonner work on November 14 and 15, 2021, uncompensated, at all, until on or after
2 December 1, 2021); Exhibits 9 and 10 (Khandikian work on July 30, 2020,
3 uncompensated, at all, until on or after August 18, 2020); Exhibits 13 and 14 (Khandikian
4 work on October 30, 2019, uncompensated, at all, until on or after November 13, 2019);
5 Exhibits 20 and 21 (Connor work on November 15, 2021, uncompensated, at all, until on
6 or after December 2, 2021).

7 57. Plaintiffs have not been paid accrued premium wages owing for the non-
8 provision of compliant meal periods and rest breaks, as required by Naranjo v. Spectrum
9 Sec. Servs., Inc., 13 Cal. 5th 93, 106-07, 111 (2022), and reiterated in Naranjo v.
10 Spectrum Security Services, Inc., 15 Cal. 5th 1056, 1068 (May 6, 2024)(“section 203 and
11 section 226 claims can be brought based on unpaid and unreported
12 missed-break premium pay.”).

13 58. In no event should Plaintiffs or Class Members have been paid later than the
14 time periods established by sections 201.3, 201.5 and/or 204 of the Code, but certain
15 payments to Plaintiffs were made after they were due, all leading to penalties under
16 sections 203 of the Code and liquidated damages under the FLSA.

17 59. At all times relevant herein, section 210 of the Code provided:

18 In addition to, and entirely independent and apart from, any other penalty
19 provided in this article, every person who fails to pay the wages of each
20 employee as provided in Sections 204, 204b, 204.1, 204.2, 205, 205.5, and
21 1197.5, shall be subject to a civil penalty as follows: (a) For any initial
22 violation, one hundred dollars (\$100) for each failure to pay each employee;
23 (b) For each subsequent violation, or any willful or intentional violation, two
24 hundred dollars (\$200) for each failure to pay each employee, plus 25
25 percent of the amount unlawfully withheld.

26 Code § 210. Further, the Defendants’ policy has been to devote insufficient resources to
27 the payroll accounting function, with the inevitable result that employees are routinely
28 paid in tardy fashion, in violation of sections 201.3, 201.5, 203 and/or 204 of the Code,

1 and otherwise in violation of the FLSA.

2 60. Code sections 226.7, 512 and Sections 4 and 12 of the Wage Order require
3 an employer to pay an additional hour of compensation for each meal period the
4 employer fails to provide in fulsome and timely fashion. For example, with respect to
5 Wage Order 12, Section 12 requires that “No employer shall employ any person for a
6 work period of more than six (6) hours without a meal period of not less than thirty (30)
7 minutes, nor more than one (1) hour. Subsequent meal period for all employees shall be
8 called not later than six (6) hours after the termination of the preceding meal period.”
9 Defendants failed to maintain a policy informing all Class Members of these rights or,
10 further, of the requirements in both Wage Orders 4 and 12 that “[e]very employer shall
11 keep accurate information with respect to each employee including . . . Time records
12 showing when the employee begins and ends each work period. Meal periods . . . shall
13 also be recorded.” See Wage Order 4 at Section 7(A)(3).

14 61. Defendants implemented a timekeeping system that does not permit
15 employees to track and record their actual hours worked insofar as all are required to
16 report meal breaks of exactly thirty minutes, instead rounding virtually all meals to
17 artificial thirty or sixty minute periods. For example, Exhibits 5 and 20 each reflect
18 multiple meal periods of exactly thirty minutes. This policy and practice has the routine
19 and recurrent impact of artificially insulating the employer from incurring additional
20 expense on account of occasions when grace is called, tardy, missed, interrupted and/or
21 short meal periods and depriving compensation for all hours worked. Further, certain
22 Class Members are logged on the clock only at artificially created “call times” which do
23 not reflect when the work day commenced, as the workers are under the control of the
24 Defendants prior to their call times, being instructed with respect to how and where to
25 park, often directed to parking lots rented by Defendants and then taken from those lots to
26 the set on Defendants shuttles, shuttles on which only the drivers are compensated.

27 62. Here, Defendants failed to apprise all Class Members of their rights
28 associated with meal periods and failed to provide timely meal periods. Defendants have

1 had a consistent policy of: (1) requiring all Class Members to take late meal breaks that
2 occurred after the first 6 hours of each shift; (2) requiring Class Members to work shifts
3 over 12 hours without providing a second meal period of 30 minutes in length; and (3)
4 failing to pay such employees 1 hour of pay at the employees regular rate of
5 compensation for each workday in which a proper meal break was not provided. At all
6 relevant times mentioned herein, section 226.7 of the Code provided:

7 (a) As used in this section, “recovery period” means a cooldown period
8 afforded an employee to prevent heat illness.

9 (b) An employer shall not require an employee to work during a meal or rest
10 or recovery period mandated pursuant to an applicable statute, or applicable
11 regulation, standard, or order of the Industrial Welfare Commission, the
12 Occupational Safety and Health Standards Board, or the Division of
13 Occupational Safety and Health.

14 (c) If an employer fails to provide an employee a meal or rest or recovery
15 period in accordance with a state law, including, but not limited to, an
16 applicable statute or applicable regulation, standard, or order of the
17 Industrial Welfare Commission, the Occupational Safety and Health
18 Standards Board, or the Division of Occupational Safety and Health, the
19 employer shall pay the employee one additional hour of pay at the
20 employee's regular rate of compensation for each workday that the meal or
21 rest or recovery period is not provided.

22 Code § 226.7.

23 63. At all relevant times mentioned herein, section 226 of the Code provided:

24 (a) Every employer shall, semimonthly or at the time of each payment of
25 wages, furnish each of his or her employees, either as a detachable part of
26 the check, draft, or voucher paying the employee’s wages, or separately
27 when wages are paid by personal check or cash, an itemized statement in
28 writing showing (1) gross wages earned, (2) total hours worked by the

1 employee, except for any employee whose compensation is solely based on
2 a salary and who is exempt from payment of overtime under subdivision (a)
3 of Section 515 or any applicable order of the Industrial Welfare
4 Commission, (3) the number of piece rate units earned and any applicable
5 piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
6 provided, that all deductions made on written orders of the employee may be
7 aggregated and shown as one item, (5) net wages earned, (6) the inclusive
8 dates of the period for which the employee is paid, (7) the name of the
9 employee and his or her social security number, except that by January 1,
10 2008, only the last four digits of his or her social security number or an
11 employee identification number other than a social security number may be
12 shown on the itemized statement, (8) the name and address of the legal
13 entity that is the employer, and (9) all applicable hourly rates in effect during
14 the pay period and the corresponding number of hours worked at each
15 hourly rate by the employee. The deductions made from payments of wages
16 shall be recorded in ink or other indelible form, properly dated, showing the
17 month, day, and year, and a copy of the statement or a record of the
18 deductions shall be kept on file by the employer for at least three years at the
19 place of employment or at a central location within the State of California.

20

21 (e) An employee suffering injury as a result of a knowing and intentional
22 failure by an employer to comply with subdivision (a) is entitled to recover
23 the greater of all actual damages or fifty dollars (\$50) for the initial pay
24 period in which a violation occurs and one hundred dollars (\$100) per
25 employee for each violation in a subsequent pay period, not exceeding an
26 aggregate penalty of four thousand dollars (\$4,000) and is entitled to an
27 award of costs and reasonable attorney's fees.

28

1 (g) An employee may also bring an action for injunctive relief to ensure
2 compliance with this section, and is entitled to an award of costs and
3 reasonable attorney's fees.

4 Code § 226. Defendants employed Plaintiffs and Class Members, but, in all cases,
5 Defendants failed to provide them with the data required by section 226(a) of the Code.
6 Defendants did not provide a wage statement which identifies the legal name and address
7 of the employer, instead identifying "New CAPS, LLC" as the "Payroll Employer" and
8 Epoch as the "Controlling Employer." E.g., Exs. 6, 10, 14, 17, 19, and 21. Checks often
9 failed to describe the inclusive dates of the pay period. E.g., 17 ("Pay Period 06/25/22 –
10 06/25/22"); Ex. 19.1 ("Pay Period 06/27/2021-06/27/2021"). Rather, Exhibits 17 and
11 19.1 showed days worked, rather than the required Pay Period, all of which prevents the
12 worker from determining "from the wage statement alone" when their wages were due in
13 violation of the plain statutory language. As required by Naranjo, no Plaintiff or Class
14 Member was ever advised of this accrual of an additional hour of wages for each day
15 worked, as no employee was ever provided a legally compliant ten minute rest break, all
16 being required to respond to cell phones, walkie talkies and/or direct queries from the
17 beginning of their workday until wray. All of the foregoing was intentional misconduct
18 of Defendants that injured Plaintiffs and Class Members insofar as they were subjected to
19 confusion and deprived of information to which they were legally entitled.

20 64. At all relevant times mentioned herein, section 1194 of the Code provided:
21 Notwithstanding any agreement to work for a lesser wage, any employee
22 receiving less than the legal minimum wage or the legal overtime
23 compensation applicable to the employee is entitled to recover in a civil
24 action the unpaid balance of the full amount of this minimum wage or
25 overtime compensation, including interest thereon, reasonable attorney's
26 fees, and costs of suit.

27 Code § 1194. Cose §1194.2 provides for liquidated damages when wages are tardy, as
28 was the routine case for those paid by these Defendants.

1 65. At all relevant times mentioned herein, section 2802 of the Code provided in
2 part:

3 (a) An employer shall indemnify his or her employee for all necessary
4 expenditures or losses incurred by the employee in direct consequence of the
5 discharge of his or duties

6 (b) All awards made by a court . . . for reimbursement of necessary
7 expenditures under this section shall carry interest at the same rate as
8 judgments in civil actions. Interest shall accrue from the date on which the
9 employee incurred the necessary expenditure or loss.

10 (c) For purposes of this section, the term “necessary expenditures or
11 losses” shall include all reasonable costs, including, but not limited to,
12 attorney’s fees incurred by the employee enforcing rights granted by this
13 section.

14 Code § 2802. Defendants failed to reimburse Plaintiffs and Class Members for necessary
15 business expenses incurred in the performance of their duties, such as for the use of a
16 personal cell phone and/or computer equipment as well as for other motion picture
17 equipment and supplies. Cell phones or computers are required for onboarding;
18 preparation of time cards; and other, routine, on-the-job communication with other
19 members of the crew.

20 66. At all relevant times mentioned herein, section 558 of the Code provided:
21 Any employer or other person acting on behalf of an employer who violates, or
22 causes to be violated, a section of this chapter or any provision regulating hours
23 and days of work in any order of the Industrial Welfare Commission shall be
24 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50)
25 for each underpaid employee for each pay period for which the employee was
26 underpaid in addition to an amount sufficient to recover underpaid wages. (2) For
27 each subsequent violation, one hundred dollars (\$100) for each underpaid
28 employee for each pay period for which the employee was underpaid in addition to

1 an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to
2 this section shall be paid to the affected employee.

3 Code § 558. Defendants are the employers or other persons acting on behalf of an
4 employer who violated or caused to be violated the relevant sections of the Code
5 referenced herein.

6 67. At all relevant times mentioned herein, section 558.1 of the Code provided:

7 (a) Any employer or other person acting on behalf of an employer, who violates, or
8 causes to be violated, any provision regulating minimum wages or hours and days
9 of work in any order of the Industrial Welfare Commission, or violates, or causes
10 to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable
11 as the employer for such violation.

12 (b) For purposes of this section, the term “other person acting on behalf of an
13 employer” is limited to a natural person who is an owner, director, officer, or
14 managing agent of the employer, and the term “managing agent” has the same
15 meaning as in subdivision (b) of Section 3294 of the Civil Code.

16 (c) Nothing in this section shall be construed to limit the definition of employer
17 under existing law.

18 Code § 558.1. Upon information and belief, Defendants were joint employers or other
19 persons acting on behalf of an employer who violated or caused to be violated the
20 relevant sections of the Code referenced herein. Defendants directly and/or indirectly
21 controlled the Class Members’ wages, working conditions and hours and were
22 responsible for the policies or lack of policies that caused the Code violations.
23 Defendants’ personnel and/or representatives were on the set of the Productions and
24 actively participated in the Productions, and/or had the authority to do so.

25 68. At all relevant times mentioned herein, section 2810.3 of the Code provided:

26 (a) As used in this section:

27 (1) (A) “Client employer” means a business entity, regardless of its form,
28 that obtains or is provided workers to perform labor within its usual course

1 of business from a labor contractor.

2 . . .

3 (2) “Labor” has the same meaning provided by Section 200.

4 (3) “Labor contractor” means an individual or entity that supplies, either
5 with or without a contract, a client employer with workers to perform labor
6 within the client employer’s usual course of business.

7 . . .

8 (4) “Wages” has the same meaning provided by Section 200 and all sums
9 payable to an employee or the state based upon any failure to pay wages, as
10 provided by law.

11 (5) “Worker” does not include an employee who is exempt from the
12 payment of an overtime rate of compensation for executive, administrative,
13 and professional employees pursuant to wage orders by the Industrial
14 Welfare Commission described in Section 515.

15 (6) “Usual course of business” means the regular and customary work of a
16 business, performed within or upon the premises or worksite of the client
17 employer.

18 (b) A client employer shall share with a labor contractor all civil legal
19 responsibility and civil liability for all workers supplied by that labor
20 contractor for both of the following:

21 (1) The payment of wages.

22 (2) Failure to secure valid workers’ compensation coverage as required by
23 Section 3700.

24 (c) A client employer shall not shift to the labor contractor any legal duties
25 or liabilities under Division 5 (commencing with Section 6300) with respect
26 to workers supplied by the labor contractor.

27 (d) At least 30 days prior to filing a civil action against a client employer for
28 violations covered by this section, a worker or his or her representative shall

1 notify the client employer of violations under subdivision (b).

2 (e) Neither the client employer nor the labor contractor may take any
3 adverse action against any worker for providing notification of violations or
4 filing a claim or civil action.

5 (f) The provisions of subdivisions (b) and (c) are in addition to, and shall be
6 supplemental of, any other theories of liability or requirement established by
7 statute or common law.

8 . . .

9 Code § 2810.3.

10 **CLASS-ACTION ALLEGATIONS**

11 69. Plaintiffs bring this action on behalf of themselves and all others similarly
12 situated as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure
13 (“FRCP”). Plaintiffs seek to represent a “Class” composed of and defined as follows:

14 All persons paid wages (whether exempt or non-exempt, whether paid
15 directly or through a loan-out) on account of services provided for
16 Defendant Epoch in the filming of Motion Pictures in California during the
17 period beginning no earlier than four years and 178 days prior to the filing of
18 this action to the date of a decision on a Motion for Class Certification (such
19 persons are referred to as “Class Members,” and such period is referred to
20 hereafter as the “Class Period”).

21 Plaintiffs, upon completion of class discovery and the Belaire process, will file a
22 certification motion which may include subclasses to reflect possibly differing statutes of
23 limitation, among other matters.

24 70. This action has been brought and may be properly maintained as a class
25 action under FRCP Rule 23 because there is a well-defined community of interest in the
26 litigation and the proposed Classes are easily ascertainable.

27 71. Defendants, as to Plaintiffs and Class Members, also failed to accurately
28 provide the data required by section 226(a) of the Code and, accordingly, Defendants’

1 failure to provide such data entitles Plaintiffs and each Class Member to either actual
2 damages or statutory liquidated damages, whichever is greater.

3 72. Defendants, as to Plaintiffs and Class Members, failed to timely compensate
4 the workers as required by sections 201.3, 201.5, 203 and/or 204 of the Code and,
5 accordingly, Defendants' failure to make timely payment entitles Plaintiffs and each
6 impacted Class Member to statutory damages.

7 73. Defendants, as to Plaintiffs and Class Members, failed to provide meal and
8 rest breaks as required by sections 226.7, 512 of the Code and Wage Order 12, and,
9 accordingly, Defendants' failure to provide meal and rest breaks entitles Plaintiffs and
10 Class Members to either actual damages or statutory damages, whichever is greater, as
11 well as continuing wages for which provision is made by Naranjo.

12 **A. Numerosity**

13 74. The potential members of each Class as defined are so numerous that joinder
14 of all the members of the Class is impracticable. While the precise number of Class
15 Members has not been determined at this time, Plaintiffs are informed and believes that
16 Defendants employed during the relevant time periods at least one thousand workers in
17 the State of California. The number of Class Members is great, but not so great as to
18 make the class unmanageable. It therefore is impractical to join each Class Member as a
19 named plaintiff. Accordingly, utilization of a class action is the most economically
20 feasible means of determining the merits of this litigation.

21 75. Despite the size of each proposed Class, the Class Members are readily
22 ascertainable through an examination of the records that Defendants are required by law
23 to keep. Likewise, the dollar amount owed to each Class Member is readily ascertainable
24 by an examination of those same records.

25 **B. Commonality**

26 76. There are questions of law and fact common to each Class that predominate
27 over any questions affecting only individual Class Members. These common questions of
28 law and fact include, without limitation:

1 a. Whether Defendants failed to pay all wages in a timely fashion upon the
2 discharge of Class Members, all in violation of sections 201.3, 201.5, 203 and/or 204 of
3 the Code.

4 b. Whether Defendants failed to pay all wages during employment, all in
5 violation of sections 204 and 210 of the Code.

6 c. Whether Defendants' failure to provide accurate itemized wage statements
7 to Class Members violates section 226.

8 d. Whether Defendants failed to provide meal breaks to Class Members.

9 e. Whether Defendants failed to provide rest breaks to Class Members.

10 f. Whether Defendants failed to pay proper minimum wages to Class Members
11 under Code sections 1194 and 1194.2.

12 g. Whether Defendants failed to reimburse necessary business expenses to
13 Class Members under Code sections 2802.

14 h. Whether Class Members are entitled to restitution due to Defendants' unfair
15 or unlawful business practices under Cal. Bus & Prof. Code sections 17200 *et seq.*

16 **C. Typicality**

17 77. There is a well-defined community of interest in the questions of law and
18 fact common to the Class Members.

19 78. The claims of the named Plaintiffs are typical of the claims of the Class,
20 which claims all arise from the same general operative facts, namely, Defendants did not
21 compensate its employees as required by the Code and applicable Wage Order. Plaintiffs
22 and all members of the Class sustained injuries and damages arising out of and caused by
23 the Defendants' common course of conduct in violation of laws, regulations that have the
24 force and effect of law, and statutes as alleged herein. Plaintiffs have no conflict of
25 interest with the other Class Members and are able to represent the Class Members'
26 interests fairly and adequately.

1 **D. Adequacy of Representation**

2 79. Plaintiffs will fairly and adequately represent and protect the interests of the
3 members of the Class. Counsel who represent Plaintiffs are competent and experienced in
4 litigation large employment class actions. Neither Plaintiffs nor Plaintiffs' counsel have
5 any conflict with the Class.

6 **E. Superiority of Class Action**

7 80. A class action is superior to other available means for the fair and efficient
8 adjudication of this controversy. Individual joinder of all Class Members is not
9 practicable, and questions of law and fact common to the Class predominate over any
10 questions affecting only individual members of the Class. Each member of the Class has
11 been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or
12 practice of failing to pay hourly wages, failing to pay overtime wages, failing to provide
13 Class Members rest and meal periods without legal compensation. Class action treatment
14 will allow those similarly situated persons to litigate their claims in the manner that is
15 most efficient and economical for the parties and the judicial system. Plaintiffs are
16 unaware of any difficulties that are likely to be construed in the management of this
17 action that would preclude its maintenance as a class action. The disposition of all claims
18 of the members of the Class in a class action, rather than in individual actions, benefits
19 the parties and the Court. The interest of the Class Members in controlling the
20 prosecution of separate claims against Defendants is small when compared with the
21 efficiency of a class action.

22 **FLSA COLLECTIVE-ACTION ALLEGATIONS**

23 81. In this collective action, Plaintiffs seek to represent all individuals employed
24 by Defendants who, at any time during the three years preceding the filing of this
25 Complaint, up to the time of the filing of a motion for certification of a collective action,
26 were or have been paid wages on account of services provided for Defendants (the
27 "Collective Action Members"). Attached hereto as Exhibits 1 through 4 are true and
28 correct copies of the FLSA consent forms for Plaintiffs.

82. Plaintiffs are similarly situated with the Collective Action Members in that: (a) Plaintiffs and the Collective Action Members were employed by Defendants; (b) Plaintiffs and the Collective Action Members were not paid their minimum or overtime wages for all hours worked; (c) Defendants knowingly and willfully violated provisions of the FLSA by not paying Plaintiffs and the Collective Action Members their wages in timely fashion; (d) As a result of the practice of Defendants of withholding compensation for all hours worked, Plaintiffs and the Collective Action Members have been similarly damaged in that they have not received timely payment in full of their earned wages, for unpaid work and otherwise.

83. This action is maintainable as an “opt-in” collective action pursuant to 29 U.S.C. § 216(b) as to claims for liquidated damages, costs and attorneys’ fees under the FLSA. Defendants, as to Plaintiffs and Collective Action Members, failed to comply with the FLSA, and, accordingly, Defendants’ failure to make timely payment entitles Plaintiffs and each Collective Action Member to statutory damages and/or liquidated damages. Biggs v. Wilson.

FIRST CAUSE OF ACTION

(Continuing Wages, Code § 201.3, 201.5, 203, 204

On Behalf of Plaintiffs and the Class Against All Defendants)

84. Plaintiffs reallege and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

85. Defendants employed Plaintiffs as crew members. Plaintiffs were not paid all wages accrued upon separation from employment and not paid all wages accrued once their Production ended.

86. Plaintiffs, and Class Members consistently worked more than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie talkies, radios and/or cell phones on their persons, turned on and audible at all times, including during their rest periods and meal breaks and/or they were precluded from leaving the set and its immediate environs during their breaks, all due to the requirements of the Filmmakers

1 Code of Professional Responsibility, industry practice and Defendants' policies and
2 practices. See, e.g., Exhibits 24-27. Accordingly, they were denied their breaks and are
3 entitled to an additional thirty minutes of wages for each faux meal break and rest break,
4 funds which remain unpaid.

5 87. Defendants' failure to compensate Plaintiffs and Class Members within the
6 time for which provision is made by section 201.3, 201.5, and/or 204 of the Code, despite
7 their knowledge of their obligation to do so, was and is "willful" as the word is used in
8 section 203.

9 88. Pursuant to section 203 of the Code, Plaintiffs and Code Class Members are
10 entitled to continuing wages from Defendants in an amount according to proof, and
11 Plaintiffs are entitled to penalties of at least \$5,000 each. Plaintiffs and Class Members
12 are also entitled to recover costs and reasonable attorneys' fees under section 218.5 of the
13 Code.

14 **SECOND CAUSE OF ACTION**

15 (Failure to Provide Compliant Pay Stubs, Code § 226(a)

16 On Behalf of Plaintiffs and the Class Against Defendants)

17 89. Plaintiffs incorporate by reference each and every allegation set forth in this
18 Complaint as though fully set forth herein.

19 90. Defendants failed to provide Plaintiffs and Class Members with wage
20 statements conforming to the requirements of section 226(a) of the Code. For a majority
21 of the workers, the wage statements fail to provide a statement of all gross and net wages,
22 or all deductions, as the information concerning payments to union health and pension
23 plans is not presented and Defendants fail to report accrued and unpaid premium wages
24 as required by Naranjo.

25 91. The foregoing was intentional misconduct of Defendants that injured
26 Plaintiffs and Class Members insofar as they were deprived of information to which they
27 were legally entitled, including but not limited to all applicable hourly rates in effect
28 during the pay period and the corresponding number of hours worked at each hourly rate

1 by the employee the name and address of the legal entity that is the employer, inclusive
2 dates of the weekly period for which the employee is paid, and all applicable rates of pay.
3 Further, with respect to guild and union workers, the wage statements fail to provide
4 information regarding all gross or net wages or all deductions as the wage statements as
5 the wage statements fail to reflect wages earned in connection with funds accrued for
6 payment to pension and health funds or that these amounts are deducted from wage
7 payments.

8 92. The failure of Defendants to provide compliant wage statements violates
9 section 226(a) of the Code. The failure caused them injury by depriving them of
10 information to which they are legally entitled. Accordingly, Plaintiffs and Class
11 Members are entitled to damages in an amount according to proof and costs and
12 reasonable attorney's fees in accordance with the provisions of Code section 226(e), all in
13 a sum according to proof. Plaintiffs are entitled to an amount according to proof of at
14 least \$50, not including interest thereon, reasonable attorneys' fees and cost of suit

15 **THIRD CAUSE OF ACTION**

16 (Failure to Provide Meal Breaks, Code §§ 226.7 and 512 and IWC Wage Order 4 and 12

17 On Behalf of Plaintiffs and the Class Against Defendants)

18 93. Plaintiffs incorporate by reference each and every allegation set forth in this
19 Complaint as though fully set forth herein.

20 94. At all times herein relevant, sections 226.7 and 512 of the Code and IWC
21 Wage Order 12 provided that those employees must receive meal periods of not less than
22 thirty minutes if an employee works for a period of more than six hours and a second
23 thirty-minute meal period after no less than six hours after the termination of the
24 preceding meal period. At the same time, Wage Order 12 required the provision of meals
25 within the initial five hours. To the extent this Court determines that Wage Order 4
26 rather than Wage Order 12 should apply, none of the Class Members appear to have ever
27 been provided a premium wage on account of a failure to provide timely meal breaks. By
28 its failure to provide minimum statutory meal periods to Plaintiff and Class Members,

1 Defendants willfully violated the provisions of Code sections 226.7 and 512, and IWC
2 Wage Order 12.

3 95. Defendants failed to apprise Plaintiffs and Class Members of their rights
4 associated with meal periods and failed to provide timely meal periods. Defendants have
5 had a consistent policy of: (1) requiring all workers to take late meal breaks that occurred
6 after the first 6 hours of each shift; (2) required Class Members to work shifts over 12
7 hours without providing a second meal period of 30 minutes in length; and (3) failed to
8 pay such employees 1 hour of pay at the employees regular rate of compensation for each
9 workday in which a proper meal break was not provided. Plaintiffs and Class Members
10 were not permitted to leave the set of the Productions for meal periods. See, e.g.,
11 Exhibits 24-27.

12 96. Because Defendants failed to properly provide the proper meal periods,
13 they are liable to Plaintiffs for one hour of additional pay at the regular rate of
14 compensation for each workday that the proper meal periods were not provided.

15 97. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members
16 have been deprived of premium wages, and/or other compensation in amounts to be
17 determined at trial, and are entitled to recovery of such amounts, in an amount of not less
18 than \$50,000, plus interest thereon, and costs.

19 **FOURTH CAUSE OF ACTION**

20 (Failure to Provide Rest Breaks, Code § 226.7 and IWC Wage Orders)

21 On Behalf of Plaintiffs and the Class Against Defendants)

22 98. Plaintiffs incorporate by reference each and every allegation set forth in this
23 Complaint as though fully set forth herein.

24 99. At all times herein relevant, sections 226.7 of the Code and IWC Wage
25 Orders 4 and 12 provided that employees must receive rest periods of at the rate of ten
26 (10) minutes net rest time per four (4) hours or major fraction thereof.

100. By their failure to provide required breaks to Plaintiffs and Class Members, Defendants willfully violated the provisions of Code sections 226.7 and IWC Wage Order 4 and/or 12.

101. Plaintiffs and Class Members were not permitted to leave the set of the Production for any purported rest periods. They were required to be available via radio or personal cell phone at all times, yes were not reimbursed for the expense of owning and maintaining a personal cell phone.

102. Because Defendants failed to properly provide the proper rest breaks, they are liable to each Plaintiff and Class Members for one hour of additional pay at the regular rate of compensation for each workday that the proper rest breaks were not provided, pursuant to Code section 226.7 and IWC Wage Order 4 and/or 12.

103. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been deprived of premium wages, and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, fees, and costs.

FIFTH CAUSE OF ACTION

(Liquidated Damages for Unpaid Minimum Wages,
Code §§ 1194, 1194.2 and 1198

On Behalf of Plaintiffs and the Class Against All Defendants)

104. Plaintiffs reallege and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

105. Plaintiffs and the Class Members worked many hours for Defendants, without compensation for work performed, as required by law. Both late payment and non-payment of minimum wages violate the state statute requiring the payment of a minimum hourly wage. Defendants routinely would dock worker wages by either exactly 30 or 60 minutes for each lunch, thereby not paying any wages for faux meal periods and, in the event this Court determines such deductions permitted, Defendants did engage in

1 illegal rounding of time related to required meal periods, thereby not paying for all hours
2 worked.

3 106. Plaintiffs and Class Members are entitled to recover damages and/or
4 liquidated damages under sections 1194 and 1194.2 of the Code in an amount according
5 to proof. Plaintiffs and Class Members are also entitled to recover costs and reasonable
6 attorneys' fees under section 1194 of the Code.

7 **SIXTH CAUSE OF ACTION**

8 (Failure to Reimburse Necessary Expenses, Code §2802

9 On Behalf of Plaintiffs and the Class Against All Defendants)

10 107. Plaintiffs reallege and incorporate herein by reference the allegations
11 contained in this Complaint as though fully set forth herein.

12 108. In discharge of their duties, Defendants required Plaintiffs and Class
13 Members to make purchases and/or rent equipment for their work on the set of a motion
14 picture production. Plaintiffs and Class Members were required to use their personal
15 cellphones and/or computers but were not reimbursed for such use, all despite the fact
16 that motion picture producers such as Disney, Warner Bros., Netflix and others—in
17 doubtless response to recent litigation similar to this case--have instituted new policies,
18 paying workers three dollars as compensation for their expenses in maintaining cell
19 personal cell phones for use when working for Defendants.

20 109. Pursuant to section 2802 of the Code, Plaintiffs and Class Members are
21 entitled to reimbursement of their out-of-pocket expenses from Defendants and damages
22 in addition to interest thereon, attorney's fees and costs. Pursuant to section 2802 of the
23 Code, subdivision (a), "[a]n employer shall indemnify his or her employee for all
24 necessary expenditures or losses incurred by the employee in direct consequence of the
25 discharge of his or her duties, or of his or her obedience to the directions of the employer
26 . . ." The purpose of this statute is "to prevent employers from passing their operating
27 expenses on to their employees." Gattuso v. Harte-Hanks Shoppers, Inc., 42 Cal.4th 554,
28 562 (2007) (Gattuso) [quoting legislative history from the 2000 amendment to the

1 statute].)

2 110. “[R]eimbursement [of expenses to the employees] is always required.
3 Otherwise, the employer would receive a windfall because it would be passing its
4 operating expenses on to the employee. Thus, to be in compliance with section 2802, the
5 employer must pay some reasonable percentage of the employee's cell phone bill.”
6 Cochran v. Schwan's Home Service, Inc., 228 Cal. App. 4th 1137, 1143-1144 (2014).

7 **SEVENTH CAUSE OF ACTION**

8 (Failure to Provide Employment Records Upon Request Code § 226(b)

9 On Behalf of Plaintiffs Connor, Khandikian, and Bonner Against All Defendants)

10 111. Plaintiffs Connor, Khandikian, and Bonner reallege and incorporate herein
11 by reference the allegations contained in this Complaint as though fully set forth herein.

12 112. Pursuant to Code section 226(b), an employer shall afford current and
13 former employees the right to inspect or copy the records pertaining to that current or
14 former employee, upon reasonable request to the employer.

15 113. Prior to filing this suit, Plaintiffs Connor, Khandikian, and Bonner requested
16 that Defendants permit inspection or copying of their employment records pursuant to
17 Code section 226(b). See, Exhibits 7, 11, and 22. Defendants failed to provide Plaintiffs
18 all of their employment records within 21 days of the requests, for example truncating the
19 Wage Theft reports; W-4 forms; and I-9 records which were produced, making such
20 documents arguably inadmissible in evidence in this case. Further, while producing some
21 email correspondence with Plaintiffs Connor, Khandikian, and Bonner, all such email,
22 text and other communications were not produced.

23 114. Pursuant to Code Section 226(b) and (f), Plaintiffs are entitled, and hereby
24 seek to recover from Defendants, a seven-hundred-fifty-dollar (\$750) penalty each,
25 reasonable attorney’s fees, and the costs of bringing this cause of action.

26 **EIGHTH CAUSE OF ACTION**

27 (Failure to Provide Employment Records Upon Request Code § 1198.5

28 On Behalf of Plaintiffs Connor, Khandikian, and Bonner Against All Defendants)

1 115. Plaintiffs reallege and incorporate herein by reference the allegations
2 contained in this Complaint as though fully set forth herein.

3 116. Pursuant to Code section 1198.5, an employer shall make the contents of an
4 employee's personnel records available for inspection.

5 117. Prior to filing this case, Plaintiffs Connor, Khandikian, and Bonner
6 requested that Defendants permit inspection or copying of their personnel records
7 pursuant to Code section 1198.5. Defendants have failed to provide Plaintiffs Connor,
8 Khandikian, and Bonner with an opportunity to inspect or copy all responsive
9 employment records within 30 days of the requests.

10 118. Pursuant to Code Section 1198.5(k), Plaintiffs are entitled, and hereby seek
11 to recover from Defendants a seven-hundred-fifty-dollar (\$750) penalty each, reasonable
12 attorney's fees, and the costs of bringing this cause of action.

13 **NINTH CAUSE OF ACTION**

14 (Unfair Business Practices Business and Professions Code section 17200 *et seq.*

15 On Behalf of Plaintiffs and the Class Against Defendants)

16 119. Plaintiffs reallege and incorporate herein by reference the allegations
17 contained in this Complaint as though fully set forth herein.

18 120. Business and Professions Code section 17200 *et seq.* prohibits acts of unfair
19 competition, including any "unlawful, unfair, or fraudulent business act or practice." Cal.
20 Bus. & Prof. Code § 17200 *et seq.* Plaintiffs allege that Defendants engaged in unfair
21 business practices in California by the above-described violations of the Code, including
22 failure to timely pay all wages due including, for example, overtime wages accrued when
23 workers toil for ten hours, but have their workday artificially reduced be either exactly
24 thirty or exactly sixty minutes.

25 121. Defendants' violation of California wage and hour laws as herein articulated
26 constitutes a business practice because Defendants' aforementioned acts and omissions
27 were done repeatedly over a significant period of time, and in a systematic manner, to the
28 detriment of Plaintiffs.

122. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiffs and the Class Members and members of the public. Defendants should be made to disgorge its ill-gotten gains and to restore them to Plaintiffs and the 17200 Members.

123. The actions of Defendants entitle Plaintiffs to seek the remedies available under section 17200 *et seq.* Plaintiffs seek full restitution of said amounts from Defendants, as necessary and according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein. Plaintiffs, on behalf of themselves, as well as on behalf of the general public, further seeks attorney's fees and costs pursuant to sections 218.5 of the Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiffs seek the appointment of a receiver as necessary.

TENTH CAUSE OF ACTION

(Failure to Pay Minimum Wage and/or Overtime, Fair Labor Standards Act, 29 U.S.C. § 216(b) on behalf of Plaintiffs and Collective Action Members Against Defendants)

124. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

125. Defendants intentionally and improperly failed to pay Plaintiffs and Collective Action Members compensation to which they are entitled. For example, the FLSA provides, in relevant part, that covered employees shall be paid a minimum wage of at least \$7.25 per hour. 29 U.S.C. § 206.

126. In addition, Plaintiffs were not timely paid accrued overtime or premium wages owing on account of Defendants' failure to provide proper ten minute rest breaks and artificial reduction of each day of work by exactly thirty or exactly sixty minutes, all in connection with the provision of faux meal breaks. Finally, wages were routinely late, in violation of Biggs v. Wilson.

1 127. Accordingly, Plaintiffs and Collective Action Members request payment of
2 minimum wage and/or overtime according to proof, liquidated damages, attorney's fees,
3 and costs pursuant to 29 U.S.C. § 216(b).

4 **ELEVENTH CAUSE OF ACTION**

5 (Breach of Contract of Employment on behalf of Plaintiffs and Class Members Against
6 Defendants)

7 128. Plaintiffs replead, reallege, and incorporate by reference each and every
8 allegation set forth in the Complaint.

9 129. In this matter, unlike many other motion pictures, there was no explicit
10 written contract of employment between Plaintiffs and Class Members on the one hand,
11 and Defendants on the other.

12 130. "A cause of action for breach of implied contract has the same elements as
13 does a cause of action for breach of contract, except that the promise is not expressed in
14 words but is implied from the promisor's conduct." Yari v. Producers Guild of Am, Inc.
15 161 Cal. App. 4th 172, 182 (2008).

16 131. The elements of a cause of action for breach of contract are: "(1) the
17 contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's
18 breach, and (4) the resulting damages to plaintiff." Coles v. Glaser, 2 Cal. App. 5th 384,
19 391 (2016).

20 132. Every implied contract for employment incorporates by implication the
21 requirements of the FLSA and the California Labor Code.

22 133. The impied employment contracts between Plaintiffs and the Class Members,
23 on the one hand, and Defendants on the other, include the matters to which reference is
24 made herein and are evidenced by various documents concerning the Parties. For
25 example, with respect to Plaintiff Bonner and the hereinabove referenced H&R Block
26 television commercial, the terms of the implied employment contract which he had with
27 Defendants include Exhibits 5-8 and 31, Exhibit 31 consisting of his November 29, 2021
28 W-4 form and his November 29, 2021 I-9 form, two pages of which are attached hereto,

1 the final page of the document not presently available as the Defendants have not
2 produced same to his counsel, despite the requests as articulated in Exhibit 7. Similarly,
3 while the defense has produced some Wage Theft forms issued to Plaintiffs, in no case
4 was the entire document provided.

5 134. With respect to Plaintiff Khandikian and the hereinabove referenced
6 Wealthsimple #92378 television commercial, the terms of the implied employment
7 contract which he had with Defendants include Exhibits 9, 10, 12 and 32, Exhibit 32
8 consisting of portions of his October 30, 2019, W-4 form and his October 30, 2019, I-9
9 form, the complete documents not presently available as the Defendants did not produce
10 the same to his counsel, despite the requests as articulated in Exhibit 11. With respect to
11 Khandikian's other two incidents of employment with Defendants, the terms of the
12 implied employment contract which he had with Defendants include the information on
13 the other relevant Exhibits (Nos. 13-18), as well as the related I-9 and W-4 forms.

14 135. With respect to Khandikian's other two incidents of employment with
15 Defendants, the terms of the implied employment contract which he had with Defendants
16 include the information on the other relevant Exhibits (Nos. 13-18), as well as the related
17 I-9 and W-4 forms.

18 136. With respect to Plaintiff Mechelin's work for Defendants, the terms of the
19 three implied employment contracts here at issue which he had with Defendants include
20 Exhibits 19.1, 19.2, and 19.2, as well as the relevant time cards and California Wage Theft
21 Prevention Act Notices issued to him, along with the I-9 and W4 forms, copies of which
22 have recently been requested from the defense, but have not yet been produced.

23 137. With respect to Connor's incident of employment with Defendants, the terms
24 of the implied employment contract which he had with Defendants include the
25 information on on Exhibits 20, 21 and 23, as well as the related I-9 and W-4 forms.

26 138. Plaintiffs and Class Members diligently worked for Defendants and fulfilled
27 their obligations under their contracts of employment. Defendants breached their implied
28 contracts of employment with Plaintiffs and Class Members when they: (1) failed to

1 provide Notice of the Plaintiffs’ and Class Members’ right to additional wages on account
2 of the alleged failure to pay premium wages for rest breaks and/or meal periods, much less
3 pay such wages; (2) failed to compensate Plaintiffs and Class Members for their use of
4 personal cell phones and/or computer equipment; (3) failed to timely pay for all hours
5 worked, never paying premium wages for rest breaks, routinely reusing illegal rounding
6 and improperly conceived de minimus claims, deducting exactly thirty or exactly sixty
7 minutes from faux days of work, often paying wages more than a week after the promised
8 and legally required “next week” – instead paying many days late, often beyond even the
9 extended times permitted by Section 204 of the Code in the event this Court determines
10 that provision applies.

11 **WHEREFORE**, Plaintiffs pray judgment as follows:

- 12 1. That the Court certify a Class Action.
- 13 2. That the Court certify the Collective Action described in this Complaint.
- 14 3. That, under the First Cause of Action, it be adjudged that the failure of
15 Defendants to make payment of Plaintiffs’ and Class Members’ wages was in violation of
16 sections 201.3, 201.5, 203 and/or 204 of the Code, and was “willful” as that word is used
17 in section 203 of the Code, and that the Court enter judgment against Defendants in favor
18 of Plaintiff and Class Members. That judgment be entered in favor of Plaintiffs, of not
19 less than \$30,000 each, and Class Members in an amount prescribed by section 203 of the
20 Code, and costs and reasonable attorneys’ fees in accordance with the provisions of Code
21 section 218.5.
- 22 4. That, under the Second Cause of Action, this Court enter judgment in favor
23 of Plaintiffs, of at least \$50 each, not including interest thereon, reasonable attorneys’
24 fees and cost of suit, and enter judgment in favor of the Class Members against
25 Defendants in the amount of damages, interest, and costs, according to proof, not less
26 than \$10,000 for the Class, and costs and reasonable attorneys’ fees in accordance with
27 the provisions of Code section 226(e).
- 28 5. That, under the Third Cause of Action, this Court enter judgment in favor of

1 Plaintiffs and the Code Class Members and award them their damages, penalties, and
2 costs of suit, all according to proof, in an amount of not less than \$35,000, pursuant to
3 section 218.5 and other relevant sections of the 17200.

4 6. That, under the Fourth Cause of Action, this Court enter judgment in favor
5 of Plaintiffs and the Class Members and award them their damages, penalties, and costs
6 of suit, all according to proof, pursuant to section 218.5 and other relevant sections of the
7 Code.

8 7. That, under the Fifth Cause of Action, this Court enter judgment in favor of
9 Plaintiffs and the Class Members and award them their damages, penalties, liquidated
10 damages, reasonable attorney's fees and costs of suit, all according to proof, pursuant to
11 section 218.5, 1194, 1194.2 and other relevant sections of the Code.

12 8. That, with respect to the Sixth Cause of Action, this Court enter judgment in
13 favor of Plaintiffs and Class Members against all Defendants in an amount according to
14 proof, interest thereon, costs and reasonable attorney's fees in accordance Code section
15 2802(c).

16 9. That, with respect to the Seventh Cause of Action, this Court enter judgment
17 in favor of Plaintiffs Bonner, Khadikian and Connor against Defendants of \$750 each,
18 reasonable attorney's fees, and the costs of bringing this cause of action under Code
19 Section 226(b) and (f).

20 10. That, with respect to the Eighth Cause of Action, this Court enter judgment
21 in favor of Plaintiffs Bonner, Khadikian and Connor against Defendants of \$750 each,
22 reasonable attorney's fees, and the costs of bringing this cause of action pursuant to Code
23 Section 1198.5(k).

24 11. That, under the Ninth Cause of Action, it be adjudged that Defendants'
25 violations of the applicable Wage Order and above cited sections of the Code and
26 violated section 17200 *et seq.* of the California Business and Professions Code.
27 Accordingly, Plaintiffs request that the Court order Defendants to pay restitution with
28 interest to each Plaintiff and the Class Members. Finally, Plaintiffs request that the Court

1 award Plaintiffs' reasonable attorneys' fees and costs, pursuant to section 218.5 of the
2 Code and section 1021.5 of the California Code of Civil Procedure.

3 12. That, under the Tenth Cause of Action, under the FLSA, Plaintiffs and
4 Collective Action Members be awarded their liquidated damages, and attorneys' fees and
5 costs, according to proof in an amount of not less than \$15,000.00, all pursuant to 29
6 U.S.C. § 216(b), against Defendants.

7 13. That, with respect to the Eleventh Cause of Action, this Court enter
8 judgment in favor of Plaintiffs against Defendants in amounts according to proof and the
9 costs of bringing this cause of action.

10 14. That, with respect to the Twelfth Cause of Action, this Court enter judgment
11 in favor of Plaintiffs against Defendants in amounts according to proof and the costs of
12 bringing this cause of action.

13 15. For such further relief as the Court may order, including attorney's fees,
14 costs, and interest pursuant to Code sections 218.5 and 218.6, and Code of Civil
15 Procedure section 1021.5, in an amount according to proof.

16
17 DATED: August 5, 2024

HARRIS & RUBLE

18 

19 Alan Harris
20 Attorney for Plaintiffs
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INDEX TO EXHIBITS

Exhibit 1	Plaintiff Bonner's FLSA Opt-In Form
Exhibit 2	Plaintiff Khandikian's FLSA Opt-In Form
Exhibit 3	<u>Plaintiff Mechelin's FLSA Opt-In Form</u>
Exhibit 4	Plaintiff Connor's FLSA Opt-In Form
Exhibit 5	Bonner Weekly CREW TIMECARD, 11/18/21
Exhibit 6	Bonner Paycheck for Week of "11/14/2021-11/20/2021"
Exhibit 7	Bonner Prefiling Record Request, 12/1/23
Exhibit 8	Wage Theft Notice promising "weekly" wages to Bonner, 11/21/21
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Exhibit 31	Bonner Partial W-4 and I-9, 11/29/2021
Exhibit 32	Khandikian Partial W-4 and I-9, 10/20/2019
Exhibit 33	Connor Partial W-4 and I-9, 11/22/21

Exhibit 4

Exhibit 5

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2 David Garrett (SBN 160274)
3 Priya Mohan (SBN 228984)
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15 Michael Bonner, Raffi Khandikian,
16 Mark Mechelin, James Connor and
17 Eddie Martinez

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

14 MICHAEL BONNER, individually and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 EPOCH MEDIA GROUP, LLC, a Delaware
19 Limited Liability Company; MINDY
20 GOLDBERG, an individual; PHILIP
21 MORRISON, an individual, JEFFREY PREISS,
22 an individual, and DOE 1 through and including
23 DOE 10,

24 Defendants.

Case No.: 24STCV06576
Assigned to Hon. Elihu M. Berle,
Dept. 6

[PROPOSED] JUDGMENT

Date: April 23, 2026
Time: 11:00 a.m.
Dept.: 6
Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

Complaint Filed: March 15, 2024
FAC Filed: August 5, 2024
SAC Filed: February 11, 2026

1 **[PROPOSED] JUDGMENT**

2 In accordance with, and for the reasons stated in the Order Granting Final Approval of Class
3 Action Settlement, judgment shall be entered whereby Plaintiffs Michael Bonner, James Connor, Raffi
4 Khandikian, Mark Mechelin, Eddie Martinez and all Settlement Class Members shall take nothing from
5 Defendants Epoch Media Group, LLC, Mindy Goldberg, Phillip Morrison and Jeffrey Preiss except as
6 expressly set forth in the Class Action and PAGA Settlement Agreement, which was previously filed as
7 part of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, which was granted on
8 April 26, 2026.

9 Pursuant to Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of
10 Court, the Court reserves exclusive and continuing jurisdiction over this Action, Plaintiffs, the Class
11 Members, and Defendants for the purposes of:

- 12 (a) supervising the implementation, enforcement, construction, and interpretation of the
13 Stipulation and Settlement Agreement of Class Action Claims, the Order Granting
14 Preliminary Approval of Class Action Settlement, the plan of allocation, the Order
15 Granting Final Approval of Class Action Settlement, and the Judgment; and
16 (b) supervising distribution of amounts paid under this Settlement.

17
18 **IT IS SO ORDERED.**

19 DATED: _____

The Honorable Elihu M. Berle
Los Angeles Superior Court Judge

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**DECLARATION OF ALAN HARRIS IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

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