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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

VICTOR ENRIQUEZ, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

GLOBAL EXPERIENCE SPECIALISTS,
INC., a Nevada corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 23STCV21231

Honorable Elihu M. Berle
Department 6

CLASS ACTION

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

Date: June 9, 2026
Time: 9:00 a.m.
Department: 6

Complaint Filed: September 1, 2023
Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Department 6 of the
2 Superior Court of the State of California, for the County of Los Angeles, on June 9, 2026, at 9:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Victor Enriquez ("Plaintiff" or "Class
5 Representative"), individually and on behalf of all others similarly situated and aggrieved
6 employees and Fisher & Phillips LLP appears as counsel for Defendant Global Experience
7 Specialist, Inc. ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**"
14 to the Declaration of Selena Matavosian in Support of Plaintiff's Motion for Preliminary Approval
15 of Class Action and PAGA Settlement. This is based on the Court's determination that the
16 Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

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

10 5. Plaintiff seeks (1) attorneys' fees in an amount not to exceed thirty-five percent
11 (35%) of the Gross Settlement Amount (i.e., \$278,250.00 if the Gross Settlement Amount remains
12 \$795,000.00) ("Class Counsel Fees Payment") and litigation costs and expenses in an amount not
13 to exceed \$25,000.00 ("Class Counsel Litigation Expenses Payment") to Class Counsel; (2)
14 Administration Expenses Payment, which is currently estimated not to exceed \$28,000.00 to the
15 Administrator ("Administration Expenses Payment"); (3) PAGA Penalties of \$80,000.00 ("PAGA
16 Penalties"); and (4) payment in the amount of up to \$10,000.00 to Plaintiff ("Class Representative
17 Service Payment"). While these awards appear to be within the range of reasonableness, the Court
18 will not approve the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment
19 or the Class Representative Service Payment until the Final Approval Hearing.

20 6. The Court concludes that, for settlement purposes only, the proposed Class meets
21 the requirements for certification under section 382 of the California Code of Civil Procedure in
22 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
23 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
24 community of interest amongst the members of the Class with respect to the subject matter of the
25 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
26 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
27 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
28 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

1 7. The Court conditionally certifies, for settlement purposes only, the Class, defined
2 as follows:

3 All current and former non-exempt employees who performed work for Defendant
4 in California at any time during the Class Period.

5 8. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, Yasmin
6 Hosseini, Selena Matavosian, and Erica Stepanian of Lawyers *for* Justice, PC as Class Counsel.

7 9. The Court provisionally appoints Plaintiff Victor Enriquez as the Class
8 Representative.

9 10. The Court provisionally appoints ILYM Group, Inc. (“ILYM Group”) to handle
10 the administration of the Settlement (“Administrator”).

11 11. Within fourteen (15) calendar days after entry of this Preliminary Approval Order,
12 Defendant shall provide the Administrator with the following information about each Class
13 Member: last known full name, last-known mailing address, Social Security Number, number of
14 Workweeks during the Class Period, and number of Pay Periods during the PAGA Period
15 (collectively referred to as the “Class Data”), in conformity with the Settlement Agreement.

16 12. The Court approves, both as to form and content, the Court Approved Notice of
17 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached
18 hereto as “**EXHIBIT 1.**” The Class Notice shall be provided to Class Members in the manner set
19 forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform
20 the Class Members of all material elements of the Settlement, of Class Members’ right to be
21 excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’
22 right to challenge the Workweeks and/or the Pay Periods credited to each of them, and of each
23 Participating Class Member’s right and opportunity to object to the Class Settlement. The Court
24 further finds that distribution of the Class Notice substantially in the manner and form set forth in
25 the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
26 Agreement and this Order, meet the requirements of due process and shall constitute due and
27 sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail
28 the Class Notice to all Class Members no later than fourteen (14) calendar days after receiving the

1 Class Data from Defendant, pursuant to the terms set forth in the Settlement Agreement.

2 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
3 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
4 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
5 Exclusion no later than forty-five (45) calendar days after the Administrator mails the Class Notice
6 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall
7 be extended by fourteen (14) calendar days from the date of the Response Deadline. Any Class
8 Member who submits a Request for Exclusion from the Class Settlement will not be a Participating
9 Class Member and will not have any right to object, appeal, or comment on the Class Settlement.
10 Class Members who submit a timely and valid Request for Exclusion by the Response Deadline
11 will not be bound by the terms of this Agreement, any Court order approving the terms of the Class
12 Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees
13 will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt
14 out of the Class Settlement.

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

26 15. Class Counsel shall file a Motion for Final Approval of the Settlement and for
27 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
28 Service Payment, and Administration Expenses Payment, along with the appropriate declarations

1 and supporting evidence, including the Administrator's declaration,
2 by _____, 2026, to be heard at the Final Approval Hearing.

3 16. Only Class Members who do not submit a valid and timely Request for Exclusion
4 from the Class Settlement ("Participating Class Members") may object to the Class Settlement by
5 submitting an Objection to the Administrator prior to the Response Deadline or by presenting their
6 objection orally at the Final Approval Hearing, regardless of whether they submitted a written
7 Objection. The Objection must be signed by the Participating Class Member and contain all
8 information required by this Settlement Agreement. A Participating Class Member who does not
9 object prior to or at the Final Approval Hearing will be deemed to have waived any objections and
10 will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal
11 or otherwise) to the Settlement.

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

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

1 19. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members, and retains jurisdiction to consider all further applications arising out of or connected
4 with the Settlement.

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____

The Honorable Elihu M. Berle
Judge of the Superior Court

EXHIBIT 1

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

Victor Enriquez v. Global Experience Specialists, Inc., Los Angeles County Superior Court,
Case No. 23STCV21231

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

You may be eligible to receive money from employee class action lawsuits (the “Action”) against Defendant Global Experience Specialists, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Victor Enriquez (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who performed work for Defendant in California at any time during the Class Period (“Class” or “Class Members”); and (2) penalties under the California Private Attorneys General Act, California Labor Code § 2698. *et seq.* (“PAGA”) for all current and former non-exempt employees who performed work for Defendant in California at any time during the PAGA Period (“Aggrieved Employees”). The time period from September 1, 2019 through **September 30, 2025 or the Alternate End Date pursuant to Paragraph 9 of the Agreement** is referred to as the “Class Period” and the time period from June 28, 2022 through **September 30, 2025 or the Alternate End Date pursuant to Paragraph 9 of the Agreement** is referred to as the “PAGA Period.”

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

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

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

The Court has already preliminarily approved the 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 Plaintiff and Plaintiff’s attorneys. 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.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement ("Participating Class Member"), though, you will give up your right to assert Released Class Claims. If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.
- (3) **Object to the Class Settlement.** If you do not opt-out of the Class Settlement, you may object to the Class Settlement by submitting a written Objection or otherwise appearing at the Final Approval Hearing.

Defendant will not retaliate against you for any actions you take with respect to the 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 Released Class Claims and Released PAGA Claims against Defendant that are covered by this Settlement (as defined below in Section 3).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [Response Deadline]	If you do not want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment. See Section 6 of this Notice. You cannot opt-out of the PAGA 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 in Section 3).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [Response Deadline]	All Participating Class Members can object to the Class 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 Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [Redacted] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [Redacted]. You do not 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 Class 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 [Response Deadline]	The amount of your Individual Class Share depends on how many Workweeks you worked during the Class Period and your Individual PAGA Payment (if any) depends on how many Pay Periods you worked during the PAGA Period. The number of Workweeks and Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [Response Deadline]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. On June 28, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff submitted a letter to the LWDA and to Defendant alleging violations of PAGA (“PAGA Notice”).

On September 1, 2023, Plaintiff filed a Class Action Complaint for Damages against Defendant, thereby commencing the Action, alleging causes of action against Defendant for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) failing to timely pay final wages; (6) failing to timely pay wages during employment; (7) failing to issue compliant wages statements; (8) failing to keep requisite payroll records; (9) unreimbursed business expenses; and (10) violations of California Business & Professions Code §§ 17200, et seq.

On September 1, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., thereby commencing the action entitled *Victor Enriquez v. Global Experience Specialists, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21241 (“PAGA Action”). On December 1, 2023, the Court entered an order on Plaintiff’s Request for Dismissal, thereby dismissing the PAGA Action without prejudice.

On [date of filing FAC], Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”). The Operative Complaint is the operative pleading in this matter. The Operative Complaint alleges that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to keep requisite payroll records, failed to provide a day of rest, failure to pay reporting time pay, and failed to reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that give rise to civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff is represented by the following attorneys in the Action (“Class Counsel”):

Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
Selena Matavosian
Erica Stepanian
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

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

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

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

1. Defendant will Pay \$795,000.00 as the Gross Settlement Amount. Defendant has agreed to

deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Shares, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and LWDA PAGA Payment. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount and Defendant's share of payroll taxes not more than sixty (60) calendar days after the Effective Date of the Agreement.

2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to 35% of the Gross Settlement Amount (i.e., \$278,250.00 if the Gross Settlement Amount remains \$795,000.00) to Class Counsel for attorneys' fees ("Class Counsel Fees Payment") and up to \$25,000.00 for their litigation costs and expenses ("Class Counsel Litigation Expenses Payment"). To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to the named Plaintiff for prosecuting the Action, working with Class Counsel, and representing the Class ("Class Representatives Service Payment"). The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment (if applicable).
 - C. Up to \$28,000.00 to the Administrator for services administering the Settlement ("Administration Expenses Payment").
 - D. Up to \$80,000.00 allocated for civil penalties under PAGA ("PAGA Penalties"), of which 75% (\$60,000.00) will be paid to the LWDA ("LWDA PAGA Payment") and 25% (\$20,000.00) will be paid to the Aggrieved Employees based on their Pay Periods during the PAGA Period ("Individual PAGA Payment").

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount ("Net Settlement Amount") by issuing Individual Class Payments to Participating Class Members based on their Workweeks during the Class Period.
4. Taxes Owed on Payments to Participating Class Members and Aggrieved Employees. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Share to taxable wages ("Wage Portion") and 80% to interest, penalties, and non-wage damages ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The net payment of each Individual Class Share, after reduction

of the Wage Portion is referred to an “Individual Class Payment.” The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Shares on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payment(s) 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 payment(s) received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

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

6. 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 Final Approval Order and Judgment. It is also possible the Court will enter a Final Approval Order and Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money, and Participating Class Members and Aggrieved Employees will not release any claims against Defendant.
7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Requests for Exclusion, Objections, and challenges to Workweeks and/or Pay Periods. The Administrator will also 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.
8. Participating Class Members’ Release of Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Shares, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims under state, federal, or local law, that were alleged, or that reasonably could have been alleged, based on the factual allegations alleged in the Operative Complaint and that arose during the Class Period, for violations of the California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, et seq. for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages (including but not limited to off the clock

claims), (b) failure to provide meal periods and/or pay meal period premiums in lieu thereof, (c) failure to provide rest periods and/or pay rest period premiums in lieu thereof, (d) failure to pay reporting time wages, (e) failure to pay bonuses or other remuneration; (f) failure to provide a day of rest, (g) failure to timely pay wages upon termination and associated waiting time penalties, (h) failure to timely pay wages during employment, (i) failure to provide complete, accurate, and/or itemized wage statements, (j) failure to keep requisite payroll records, (k) failure to reimburse necessary business expenses, (l) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; (m) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (n) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Operative Complaint (collectively, the “Released Class Claims”). As part of the release of the Released Class Claims, 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.

9. Aggrieved Employees’ Release of Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Shares, the State of California with respect to the Aggrieved Employees and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, et seq. that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices and that arose during the PAGA Period, including but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and California Industrial Welfare Commission Wage Orders for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages (including but not limited to off the clock claims), (b) failure to provide meal periods and/or pay meal period premiums in lieu thereof, (c) failure to provide rest periods and/or pay rest period premiums in lieu thereof, (d) failure to pay reporting time wages, (e) failure to pay bonuses or other remuneration, (f) failure to provide a day of rest, (g) failure to timely pay wages upon termination and associated waiting time penalties, (h) failure to timely pay wages during employment, (i) failure to provide complete, accurate, and/or itemized wage statements, (j) failure to keep requisite payroll records, and (k) failure to reimburse necessary business expenses (collectively, the “Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual number of Pay Periods worked during the PAGA Period.
3. Workweek and/or Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. If you wish to challenge the number of Workweeks and/or Pay Periods credited to you, you must submit a written challenge that must: (a) contain the case name and number of the Action (*Victor Enriquez v. Global Experience Specialists, Inc.*, Case No. 23STCV21231); (b) contain your full name, mailing address, signature, and last four digits of your Social Security Number; (c) clearly state that you challenge the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that you contend should be credited to you are correct; and (d) be submitted by email or mail to the Administrator at the specified mailing address specified in Section 9, emailed or postmarked on or before **Response Deadline**.
 - A. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.
 - B. "Workweek" means any week during which a Class Member worked for Defendant for at least one hour during the Class Period, which will be calculated by Defendant based on number of weeks which each respective Class Member performed work for Defendant during the Class Period.
 - C. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which will be calculated by Defendant based on the number of pay periods which each respective Aggrieved Employee performed work for Defendant during the PAGA Period.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single Individual Class Payment check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if applicable).

Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee. As noted above, an Individual Settlement Payment and Individual PAGA Payment will be combined into one check.

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?

Class Members who wish to exclude themselves from the Class Settlement, must submit a written request to be excluded ("Request for Exclusion") to the Administrator. The Request for Exclusion must (a) contain the case name and number of the Action (*Victor Enriquez v. Global Experience Specialists, Inc.*, Case No. 23STCV21231); (b) contain your full name, mailing address, signature, and last four digits of your Social Security Number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address in Section 9, emailed or postmarked on or before [Response Deadline].

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

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Participating Class Members may object to the Class Settlement by submitting a written objection ("Objection") to the Administrator. The Objection must: (a) contain the case name and number of the Action (*Victor Enriquez v. Global Experience Specialists, Inc.*, Case No. 23STCV21231); (b) contain your full name, mailing address, signature, and last four digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before [Response Deadline].

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 do not have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://lacc.lacourt.org/>. Check the Court's website <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website, [REDACTED], beforehand 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 Plaintiff have promised to do under the Settlement. The easiest way to read the Agreement, Final Approval Order and Judgment, or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also contact Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 23STCV21231. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310 – 7000.

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

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address:

Mailing Address:

Telephone:

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 should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

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.