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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

SHARISE ROGERS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

ACADEMY MUSEUM FOUNDATION, a
California corporation; ARCHIVAL
FOUNDATION, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV28964
[Related Case No. 23STCV28869]

Honorable William F. Highberger
Department 10

CLASS ACTION

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

Hearing Date: December 5, 2025
Hearing Time: 10:30 a.m.
Department: 10

Complaint Filed: November 27, 2023
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger in Department 10 of the
2 Superior Court of the State of California, for the County of Los Angeles, on December 5, 2025 , at
3 10:30 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 Sharise Rogers (“Plaintiff”), individually
5 and on behalf of all others similarly situated and other aggrieved employees and Littler Mendelson,
6 P.C. appears as counsel for Defendants Academy Museum Foundation and Archival Foundation
7 (together, “Defendants”).

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**” to
14 the Declaration of Maria Halwadjian in Support of Plaintiff’s Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court’s determination that the Settlement falls within
16 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 the
19 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 conducted
22 such that counsel for the parties at this time are able to reasonably evaluate their and each other’s
23 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
24 substantial additional costs by all parties, as well as avoid the delay and risks that would be presented
25 by the further prosecution of the case. It further appears that the Settlement has been reached as the
26 result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good
27 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 Settlement
7 and preliminarily finds that the monetary settlement awards made available to the Class Members
8 and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable
9 outcome of further litigation relating to certification, liability, and damages issues.

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

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All hourly-paid or non-exempt employees that worked for Defendants in California
22 during the Class Period ("Class" or "Class Members"). "Class Period" is defined as
 the period from November 27, 2019 through May 6, 2025.

23 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Brian J. St. John,
24 and Maria Halwadjian of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Sharise Rogers as the Class
26 Representative.

27 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM") to handle the
28 administration of the Settlement ("Administrator").

1 10. No later than fifteen (15) calendar days after entry of this Preliminary Approval
2 Order, Defendants shall provide the Administrator with a Microsoft Excel spreadsheet containing
3 Class Members' names, last-known mailing addresses, Social Security numbers, and number of
4 Workweeks and PAGA Pay Periods, in the form of a Microsoft Excel spreadsheet ("Class Data").

5 11. The Court approves, both as to form and content, the Notice of Class Action
6 Settlement ("Class Notice") attached hereto as "**EXHIBIT A.**" The Class Notice shall be provided
7 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
8 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
9 of Class Members' right to be excluded from the Class Settlement by submitting a Request for
10 Exclusion, of Class Members' and Aggrieved Employees' right to challenge the Workweeks and/or
11 the PAGA Pay Periods credited to each of them, and of each Participating Class Member's right and
12 opportunity to object to the Class Settlement. The Court further finds that distribution of the Class
13 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
14 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
15 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
16 further orders the Administrator to mail the Class Notice to all Class Members within fourteen (14)
17 calendar days of receiving the Class Data from Defendants, pursuant to the terms set forth in the
18 Settlement Agreement.

19 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
20 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
21 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
22 for Exclusion no later than forty-five (45) calendar days from the initial mailing of the Class Notice
23 ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
24 extended by fourteen (14) calendar days from the date of the Response Deadline. Any Class Member
25 who submits a Request for Exclusion from the Class Settlement will not be a Participating Class
26 Member and will not have any right to object, appeal, or comment on the Class Settlement. Class
27 Members who submit a timely and valid Request for Exclusion by the Response Deadline will not
28 be bound by the terms of this Agreement, any Court order approving the terms of the Class

1 Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees
2 will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt
3 out of the Class Settlement.

4 13. A Final Approval Hearing shall be held before this Court on
5 _____ at _____ a.m./p.m. in
6 Department 10 of the Superior Court of California for the County of Los Angeles, located at 312
7 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning
8 the Settlement, including: whether the proposed settlement of the action on the terms and conditions
9 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
10 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
11 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
12 to the Class Members and Aggrieved Employees; and determine whether to finally approve the
13 requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
14 Representative Service Payment, and Administration Expenses Payment.

15 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class
16 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
17 Payment, PAGA Penalties, and Administration Expenses Payment, along with the appropriate
18 declarations and supporting evidence, including the Administrator's declaration, by
19 _____, to be heard at the Final Approval
20 Hearing.

21 15. Only Class Members who do not request exclusion from the Class Settlement may
22 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to
23 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
24 regardless of whether they submitted a written Objection. The Objection must be signed by the
25 Participating Class Member and contain all information required by this Settlement Agreement. A
26 Participating Class Member who does not object prior to or at the Final Approval Hearing will be
27 deemed to have waived any objections and will be foreclosed from making any objections (whether
28 at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

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

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

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

22 **IT IS SO ORDERED.**

23
24 Dated: _____

By:

The Honorable William F. Highberger
Judge of the Superior Court

EXHIBIT A

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

Rogers v. Academy Museum Foundation, et al., Superior Court of California for the County of Los Angeles, Case No. 23STCV28964

***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 an employee class action lawsuit (the “Action”) against Defendants Academy Museum Foundation and Archival Foundation (together, “Defendants”) for alleged wage and hour violations. The Action were filed by a former employee of Defendants, Sharise Rogers (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all hourly-paid or non-exempt employees that worked for Defendants in California during the period from November 27, 2019 through May 6, 2025 (“Class” or “Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid or non-exempt employees that worked for Defendants in California during the period from September 21, 2022 through May 6, 2025 (“Aggrieved Employees”). The time period from November 27, 2019 through May 6, 2025 is referred to as the “Class Period” and the time period from September 21, 2022 through May 6, 2025 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 Defendants to fund Individual Class Payments, and (2) the settlement and resolution of the Released PAGA Claims (“PAGA Settlement”) requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment 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 Defendants’ 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 Defendants’ records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. If you believe that you worked 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants 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 Settlement Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendants, 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 any aspect of the Class Settlement by submitting a written Objection or otherwise appearing at the Final Approval Hearing.

Defendants 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 Settlement 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 Defendants 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	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 be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. See Section 6 of this Notice.
The Opt-out Deadline is _____	You cannot opt-out of the PAGA Settlement. Defendants 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 _____	All Participating Class Members can object to any aspect of 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 _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. 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 _____	The amount of your Individual Class Payment 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 Defendants' 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. WHAT ARE THE ACTIONS ABOUT?

Plaintiff is a former employee of Defendants. On September 21, 2023, Plaintiff provided written notice to the California Labor & Workforce Development Agency ("LWDA") by online submission and to Defendants by certified mail of her intent to seek civil penalties for Defendants' alleged violations of the California Labor Code and Industrial Welfare Commission Orders.

On November 27, 2023, Plaintiff commenced the Action by filing a Class Action Complaint for Damages against Defendants in Los Angeles County Superior Court. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during and upon termination of employment and associated waiting time penalties, provide accurate wage statements, keep requisite payroll records, engage in fair business practices, and reimburse business expenses. Plaintiff seeks, among other things, recovery of unpaid wages

On November 27, 2023, Plaintiff filed a separate Complaint for Damages & Enforcement Under the Private Attorneys General Act ("PAGA"), California Labor Code Section 2698, et seq., in Los Angeles County Superior Court, Case No. 23STCV28869.

Plaintiff is represented by attorneys in the Action: Lawyers *for* Justice, PC (“Class Counsel”).

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

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the cases by agreement to settle the cases 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 Defendants 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, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the 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. Defendants will Pay \$1,425,000.00 as the Gross Settlement Amount. Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and penalties to be paid to the LWDA.
2. Court Approved Deductions from Gross Settlement. 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 1/3 of the Gross Settlement Amount to Class Counsel for attorneys’ fees (“Class Counsel Fees Payment”) and up to \$20,000.00 for their litigation costs and expenses (“Class Counsel Litigation Expenses Payment”). To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$12,000.00 to Plaintiff for prosecuting the Action, working with Class Counsel, and representing the Class (“Class Representatives Service Payments”). The Class Representatives Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Settlement Payment and Individual

PAGA Payment (if applicable).

- C. Up to \$10,000.00 to the Administrator for services administering the Settlement (“Administration Expenses Payment”).
- D. Up to \$150,000.00 allocated for civil penalties under PAGA (“PAGA Penalties”), of which 75% (\$112,500.00) will be paid to the LWDA (“LWDA PAGA Payment”) and 25% (\$37,500.00) will be paid to the Aggrieved Employees based on their Pay Periods (“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 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 Settlement Payments to Participating Class Members based on their Workweeks.
- 4. Taxes Owed on Payments to Participating Class Members and Aggrieved Employees. Plaintiff and Defendants are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages (“Wage Portion”) and 70% 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. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The net payment of each Individual Class Payment, after reduction of the Wage Portion is referred to an “Individual Settlement 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 Payments on IRS 1099 Forms.

Although Plaintiff and Defendants 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 Settlement 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 Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money, and Participating Class Members and Aggrieved Employees will not release any claims against Defendants.
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 remail 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 Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated damages, attorneys’ fees, or costs, or any other recovery including under the California Labor Code and corresponding provisions of Wage Orders, for failure to pay overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages upon termination, failure to provide accurate wage statements, and unfair competition based on the alleged Labor Code claims, including but not limited to claims under Labor Code sections 200-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2800, 2802, Business and Professions Code sections 17200-17208, and all other applicable California regulations and IWC Wage Orders, that accrued at any time during the Class Period. (“Released Class Claims”)
9. Aggrieved Employees’ Release of Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice including but not limited to Labor Code sections 200-204, 210, 218.5, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2800, 2802, and all other applicable California regulations and IWC Wage Orders, that accrued at any time during the PAGA Period (“Released PAGA Claims”).

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 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 (\$37,500.00) 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/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 Defendants' 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 (*Sharise Rogers v. Academy Museum Foundation, et al.* Case No. 23STCV28964); (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 email address and/or 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 Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve 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 Defendants' 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 Defendants for at least one day, during the Class Period.
 - C. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single Individual Settlement Payment check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement 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"), which must (a) contain the case name and number of the Action (*Sharise Rogers v. Academy Museum Foundation, et al.* Case No. 23STCV28964); (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does 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 Settlement Payment, will not be bound by the release of Class Released 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 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"), which must: (a) contain the case name and number of the Action (*Sharise Rogers v. Academy Museum Foundation, et al.* Case No. 23STCV28964); (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the objecting Participating Class Member; (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 _____ at (time) in Department 17 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 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 LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website (<https://www.lacourt.org/>) for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants 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 (url). You can also contact Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV28964. 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:

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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.