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SADYR DIOUF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SADYR DIOUF, individually and on behalf of all others similarly situated, Plaintiff, vs. GOOD COMPANY LA, LLC, a foreign limited liability company f/k/a GOOD COMPANY PICTURES, LLC; RYAN HEIFERMAN, an individual; and DOES 1 through 50, inclusive, Defendants.	Case No.: 23STCV22176 Hon. Carolyn B. Kuhl, Dept. 12 **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** [Filed concurrently with the Declarations of Frank H. Kim, Sadyr Diouf, Ryan Heiferman, Lisa Mullins, and Legal Aid at Work, and [Proposed] Order] Date: August 25, 2026 Time: 10:30 am Dept.: 12 Complaint Filed: September 14, 2023 Trial Date: None Set

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 25, 2026 at 10:30 am in Department 12 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Sadyr Diouf ("Plaintiff") will, and hereby does, move the Court for an order granting preliminary approval of the Class Action and PAGA Settlement Agreement (the "Agreement" or "Settlement") reached with Defendants Good Company LA, LLC f/k/a Good Company Pictures, LLC, and Ryan Heiferman (collectively, "Defendants"), a copy of which is filed concurrently as Exhibit 1 to the Declaration of Frank H. Kim.

By this Motion, Plaintiff requests that the Court: (1) grant preliminary approval of the Settlement; (2) conditionally certify the Settlement Class for settlement purposes only and appoint Plaintiff as Class Representative and Frank H. Kim of Kim Legal, APC as Class Counsel; (3) approve the proposed Class Notice and direct its mailing; (4) appoint the proposed Settlement Administrator; and (5) set a Final Approval Hearing.

This Motion is made on the grounds that the Settlement is fair, reasonable, adequate, and in the best interests of the Class, and was reached through arm's-length negotiation after meaningful investigation and a private mediation. It is based on this Notice, the attached Memorandum, the concurrently filed Declarations of Frank H. Kim, Sadyr Diouf, Ryan Heiferman, Lisa Mullins of ILYM Group, Inc., and Legal Aid at Work, the Agreement and its exhibits, the records on file, and such argument as may be presented at the hearing.

Dated: July 30, 2026

KIM LEGAL, APC

By: /s/ Frank Kim
Frank H. Kim
Attorneys for Plaintiff and the Proposed Class
SADYR DIOUF

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I. INTRODUCTION

This wage-and-hour class and representative action concerns Defendants' alleged failure to properly compensate non-exempt background talent ("extras") paid a flat daily rate. Plaintiff alleges that, because Defendants paid a daily rate without correctly determining the regular rate of pay, Defendants underpaid overtime and double-time, failed to pay proper meal- and rest-period premiums, issued inaccurate wage statements, and failed to timely pay all final wages, giving rise to derivative penalty, Private Attorneys General Act ("PAGA"), and Unfair Competition Law claims.

After investigation, the analysis of class-wide payroll and timekeeping data, a private mediation before Mike Ludwig, Esq., and continued arm's-length negotiation, the Parties reached the Settlement. Defendants will pay a non-reversionary Gross Settlement Amount of $120,000, funded in three installments. Because Defendants are balance-sheet insolvent and have limited liquidity, the installment structure is secured by an unconditional personal guarantee from Defendants' principals and a stipulation for entry of judgment under Code of Civil Procedure section 664.6 — security terms that make the recovery materially more collectible than a trial judgment.

The Settlement is fair, reasonable, and adequate. Plaintiff requests that the Court grant preliminary approval, conditionally certify the Settlement Class, appoint Plaintiff and Class Counsel, approve and direct mailing of the Class Notice, appoint the Settlement Administrator, and set a Final Approval Hearing.

II. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE UNDER DUNK AND KULLAR

A court grants preliminary approval where the settlement is the product of arm's-length negotiation and falls within the range of reasonableness, warranting notice and a final fairness hearing. (Cal. Rules of Court, rule 3.769; *Dunk v. Ford Motor Co.,* 48 Cal.App.4th 1794 (4th Dist. 1996); *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) The court must have before it sufficient information to make an independent assessment of the settlement's fairness in light of the strengths and weaknesses of the claims. (*Kullar*, *supra*, 168 Cal.App.4th at p. 129.)

A. Summary of the Case and the Basis for Each Claim

Unpaid wages / regular rate. Plaintiff alleges Defendants paid extras a flat daily rate but did not correctly convert it to a regular rate of pay, so overtime and double-time were computed on an understated base and any non-discretionary, flat-sum amounts tied to days worked were not folded into the regular rate. (Declaration of Frank H. Kim ["Kim Decl."] ¶¶ 2-3; Lab. Code, §§ 510, 1194; *Alvarado v. Dart Container Corp.* (2018) 4 Cal.5th 542.) Defendants contend their daily-rate structure was lawful and overtime correctly paid, and dispute the includability of various pay codes.

Meal and rest periods. Plaintiff alleges Defendants maintained no compliant meal- and rest-period practices and that extras were not relieved of duty, entitling the Class to premiums. (Lab. Code, § 226.7; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004; *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257.) Defendants dispute these claims and contend premiums were paid where due. ("Kim Decl."] ¶ 4.)

Wage statements and waiting time. The wage-statement claim (Lab. Code, § 226) and waiting-time claim (Lab. Code, § 203) are derivative of the unpaid-wage theory and require additional showings — a "knowing and intentional" violation and an injury for section 226, and a "willful" failure for section 203. (*Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157.) A good-faith dispute over wages defeats the penalties.

PAGA and UCL. The PAGA claim (Lab. Code, § 2698 et seq.) is derivative of the underlying Labor Code claims, and the UCL claim (Bus. & Prof. Code, § 17200) is likewise derivative.

B. The Investigation and Discovery Conducted

Before agreeing to settle, Class Counsel obtained and analyzed class-wide records for the putative class — including Defendants' payroll registers, timekeeping records, pay-code data, daily rates, and representative paystubs — and built a detailed, member-by-member damages model from that data. ("Kim Decl."] ¶ 6.) This was not a sample: Counsel's analysis was informed by class-wide data, permitting a reliable evaluation of each claim. This investigation was sufficient to satisfy *Dunk* and *Kullar*. (*Dunk*, *supra*, 48 Cal.App.4th at p. 1802; *Kullar*, *supra*, 168 Cal.App.4th at pp. 129-130.)

C. The Settlement Negotiations

The Parties participated in a private mediation before Mike Ludwig, Esq., of Ludwig Law PC. ("Kim Decl."] ¶ 7.) Although the case did not resolve at the session itself, the Parties continued to negotiate at arm's length, with the mediator's assistance, and reached the Settlement in 2026. (*Id.*) The negotiations were adversarial and non-collusive, and the Parties did not negotiate attorneys' fees until after agreeing on class relief. (*Id.*)

D. The Risk, Expense, Complexity, and Duration of Further Litigation

Absent settlement, the Parties would litigate a contested certification motion, conduct expert and merits discovery, try a complex wage case turning on disputed regular-rate and willfulness issues, and likely appeal — a multi-year process with no assured recovery. The Settlement avoids that risk, delay, and expense and delivers a prompt, certain, and secured benefit.

E. The Risk of Achieving and Maintaining Class Certification

The Class is not yet certified, and certification was contested; Defendants dispute that the claims are suitable for class treatment. Even if certified, a class may be decertified before or during trial. This uncertainty supports approval. (*Dunk*, *supra*, 48 Cal.App.4th at p. 1802.)

F. The Consideration Is Reasonable in Light of the Maximum Realistic Recovery and Defendants' Financial Condition

Class Counsel's class-wide model quantifies the maximum exposure of each claim, as detailed in the Declaration of Frank H. Kim: unpaid wages from the regular-rate theory of approximately $44,512; meal-period premiums of approximately $5,148; rest-period premiums of approximately $8,650; wage-statement penalties (Lab. Code, § 226, subd. (e)) of approximately $5,400; waiting-time penalties (Lab. Code, § 203) of approximately $1,394,108; and a maximum PAGA penalty of approximately $13,350 — a theoretical maximum of approximately $1,471,168. ("Kim Decl." ¶ 12.)

That maximum, however, is misleading: the waiting-time penalties alone account for roughly 95% of it, and those penalties require a finding of willfulness and depend entirely on the contested regular-rate theory. ("Kim Decl." ¶¶ 12-13.) If Defendants prevail on the regular-rate dispute — or establish a good-faith defense — the section 203 and section 226 penalties largely or entirely disappear. Discounting the speculative waiting-time penalty, the realistically recoverable value of the claims is well below $120,000. The $120,000 Gross Settlement Amount thus represents a full — indeed premium — recovery on the claims the Class could realistically prove, before accounting for litigation risk. (*Id.*)

Reasonableness must also account for collectibility. As shown by the concurrently filed Declaration of Ryan Heiferman ("Heiferman Decl."), as of July 31, 2025 Good Company's balance sheet showed significant debt, sizeable liabilities, and a majority of their assets are largely depreciated fixed assets. (Heiferman Decl. ¶¶4-6; See *Cundiff v. Verizon California, Inc.* (2008) 167 Cal.App.4th 718, 728-729.) Against a balance-sheet-insolvent defendant, even a successful judgment might be uncollectible. The Settlement addresses that risk through a funded installment plan secured by an unconditional personal guarantee from Defendants' principals and a Code of Civil Procedure section 664.6 stipulation for entry of judgment for the unpaid balance — making this recovery substantially more certain than a contested trial judgment. (Kim Decl. ¶13.)

G. The PAGA Allocation Is Fair to the Aggrieved Employees

The Settlement allocates $7,500 to the PAGA claim, apportioned 75% ($5,625) to the LWDA and 25% ($1,875) to the approximately 17 Aggrieved Employees, who release their PAGA claims even if they exclude themselves from the class. (Kim Decl. ¶10; *Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476.) The allocation is fair to those affected under *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77: it represents a substantial share of the maximum PAGA penalty (approximately $13,350), the Court has discretion to award less than the maximum where it would be unjust, arbitrary, oppressive, or confiscatory (Lab. Code, § 2699, subd. (e)(2); *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 528-529), and the PAGA penalties are derivative of and duplicative of the wage claims already compensated by the class recovery.

III. THE SETTLEMENT CLASS SHOULD BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES

For settlement purposes, a class may be certified where it is numerous and ascertainable, there is a well-defined community of interest, and class treatment is superior. (Code Civ. Proc., §

382; *Brinker*, *supra*, 53 Cal.4th at p. 1021.) Certification for settlement does not adjudicate the merits. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 439-440.)

A. The Class Is Sufficiently Numerous

Based on Defendants' records, there are approximately 102 Class Members who worked approximately 104 workweeks during the Class Period — sufficiently numerous that joinder is impracticable. (Kim Decl. ¶8; *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.) There are no subclasses, and there is no escalator clause; the class size is confirmed from Defendants' records. (Kim Decl. ¶8.)

B. The Class Is Ascertainable

The Class — non-exempt employees who worked as background talent for a daily rate during the Class Period — is readily ascertainable from Defendants' payroll records, which Defendants are required to maintain. (Kim Decl. ¶8; *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980; IWC Wage Order No. 12-2001, § 7.) Defendants will provide the Settlement Administrator a class list (names, addresses, and workweeks) within fifteen days after preliminary approval. (Ex. 1 to Kim Decl. at 7.4.1.)

C. There Is a Well-Defined Community of Interest

Predominance. Plaintiff's claims arise from common policies applied uniformly to daily-rate background talent — whether Defendants correctly determined the regular rate, paid overtime and double-time, provided compliant meal and rest periods, furnished accurate wage statements, and timely paid final wages. (Kim Decl. ¶8.) Such uniform-policy claims are routinely suitable for class treatment, and common questions predominate. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326; *Brinker*, *supra*, 53 Cal.4th at p. 1033; *Bradley v. Networkers Internat., LLC* (2012) 211 Cal.App.4th 1129, 1141-1146.)

Typicality and adequacy. Plaintiff's claims are typical because they arise from the same pay practices as the Class's claims (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502); and Plaintiff is an adequate representative — he has no antagonistic interests, has retained experienced class counsel, and has actively participated. (Linder, *supra*, 23 Cal.4th at p. 435.) Class Counsel is experienced in wage-and-hour class and PAGA litigation, including background-talent and daily-rate matters, and has been appointed class counsel in numerous California wage actions, as set forth in the Declaration of Frank H. Kim. Plaintiff's agreement to serve and understanding of his responsibilities are confirmed in the Declaration of Sadyr Diouf. (Kim Decl. ¶¶ 2,17; Declaration of Sadyr Diouf, ¶¶ 4-7.)

D. The Class Action Is Superior

The individual claims are modest and would not justify separate litigation, so absent class treatment most Class Members would obtain no recovery while Defendants retained the benefit of any underpayment. (*Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 469; *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104-1105.) Because certification is sought for settlement only, trial-management concerns do not apply. (*Dunk*, *supra*, 48 Cal.App.4th at p. 1807, fn. 19.)

IV. THE TERMS OF THE PROPOSED SETTLEMENT

A. The Settlement Class and the PAGA Aggrieved Employees

The Class is all non-exempt employees of Defendants in California who worked as background talent in exchange for a daily rate during the Class Period (September 14, 2019 through preliminary approval). (Kim Decl. ¶8.) The Aggrieved Employees are the daily-rate background talent during the PAGA Period (September 12, 2022 through preliminary approval). (Kim Decl. ¶9.)

B. The Gross Settlement Amount and Deductions

Defendants will pay a non-reversionary Gross Settlement Amount of $120,000. (Kim Decl. ¶10.) No portion reverts to Defendants. (*Id.*) Subject to Court approval, the following will be deducted: a Class Representative Service Payment of up to $7,500; Class Counsel fees of up to $42,000 (35%) and litigation costs of up to $20,000; settlement administration costs of up to $10,000; and a $7,500 PAGA allocation (75% / $5,625 to the LWDA, 25% / $1,875 to the Aggrieved Employees). (*Id.*) Attorneys' fees will be sought under the percentage method with a lodestar cross-check at final approval. (Kim Decl. ¶16; *Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480, 503.)

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C. Individual Settlement Payments, Estimated Recovery, and Taxes

Each Participating Class Member's Individual Class Payment is calculated pro rata by the number of workweeks worked during the Class Period. (Kim Decl. ¶ 10.) The Net Settlement Amount is estimated at approximately $35,500, yielding an estimated average Individual Class Payment of approximately $348, with actual amounts varying by workweeks worked; payments are issued automatically, in three installments tracking Defendants' funding, with no claim form required. (*Id.*) The Parties allocate 10% of each Individual Class Payment to wages (reported on an IRS Form W-2) and 90% to interest and penalties (reported on an IRS Form 1099); Defendants separately pay the employer's share of payroll taxes on the wage portion. (*Id.*)

D. Installment Funding, Personal Guarantee, and Stipulation for Entry of Judgment

Given Defendants' financial condition, the Gross Settlement Amount is funded in three equal installments of $40,000. (Kim Decl. ¶ 10.) To secure payment, Defendants' principals (Ryan Heiferman and Jonathan Lia) execute an unconditional, joint-and-several personal guarantee (Ex. 1 to Kim Decl. at Exh. B), and Defendants and the guarantors execute a Code of Civil Procedure section 664.6 stipulation for entry of judgment (Ex. 1 to Kim Decl. at Exh. C), held by Class Counsel and filed only upon an uncured default, for the unpaid balance.

E. The Release

Effective upon full funding, Participating Class Members release only the wage-and-hour claims that were or could have been alleged based on the facts in the operative complaint during the Class Period; claims such as wrongful termination, FEHA, and benefits claims are expressly preserved. (Ex. 1 to Kim Decl. at 5.2.) A separate PAGA release, tied to the facts in Plaintiff's LWDA notice, releases the PAGA claims for the PAGA Period. (Ex. 1 to Kim Decl. at 5.3.) The releases are tailored to the claims resolved. (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The named Plaintiff alone provides a Civil Code section 1542 waiver; absent Class Members do not. (Ex. 1 to Kim Decl. at 5.1.1.)

F. Uncashed Checks and Cy Pres to Legal Aid at Work

Settlement checks remain valid for at least 180 days. (Ex. 1 to Kim Decl. at 4.7.1.) Any funds from checks uncashed after the void date will be paid to Legal Aid at Work as the cy pres recipient, consistent with Code of Civil Procedure section 384, and the Parties will cooperate in any amended judgment required by section 384 to account for the cy pres distribution. (Ex. 1 to Kim Decl. at 4.7.3.) As shown by the concurrently filed Declaration of Legal Aid at Work, it is a nonprofit organization devoted to enforcing the wage-and-hour rights of California's low-wage workers — directly advancing the purposes of this action — and neither Class Counsel nor the Parties has any interest in or relationship with it that would make it an inappropriate recipient (Declaration of Kevin Clune, Legal Aid at Work ¶¶ 4-26; Kim Decl. ¶ 18.)

V. THE PROPOSED CLASS NOTICE IS ADEQUATE

Due process requires notice reasonably calculated to apprise Class Members of the Settlement and their options. (Cal. Rules of Court, rule 3.766(d); *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974; *Trotsky v. Los Angeles Fed. Sav. & Loan Assn.* (1975) 48 Cal.App.3d 134, 151-152.) The proposed Class Notice describes the action and the Settlement terms, states each Class Member's estimated Individual Class Payment and the workweeks used to calculate it, separately describes the PAGA payment, reflects the terms of the releases, and explains the procedures and deadlines to participate, dispute workweeks, request exclusion, or object. (Ex. 1 to Kim Decl. at Ex. A.) The Administrator will mail the Notice by first-class mail after updating addresses through the National Change of Address database and will re-mail Notices returned as undeliverable, with an extended deadline for re-mailed Notices. (Ex. 1 to Kim Decl. at 7.4.2 - 7.4.3.) Notice in English is sufficient because the Class consists of background talent who worked for Defendants in English-language productions and for whom Defendants' records reflect English-language correspondence. (Kim Decl. ¶ 8.) The Notice satisfies due process and should be approved.

VI. THE SERVICE PAYMENT IS REASONABLE AND THERE IS NO FEE-SPLITTING

Plaintiff requests preliminary approval of a Class Representative Service Payment of $5,000. (Kim Decl. ¶ 15.) Beyond the ordinary services of a representative, Plaintiff initiated the action, assisted Counsel's investigation, provided documents and information, reviewed filings, participated in the settlement process, and undertook the reputational risk of serving as the public plaintiff in an industry in which he seeks work — efforts that justify an enhancement. (Kim Decl. ¶ 15; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412; *Radcliffe v. Experian Information Solutions, Inc.* (9th Cir. 2013) 715 F.3d 1157, 1165.) In exchange, Plaintiff provides a Civil Code section 1542 general release. (Kim Decl. ¶ 15.) The amount will be supported by Plaintiff's declaration and evaluated at final approval. (*Id.*) Kim Legal, APC is the sole counsel for Plaintiff and the Class; there is no fee-splitting agreement subject to Rule of Professional Conduct 1.5.1. (Kim Decl. ¶ 18.)

VII. SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

Concurrently with the filing of this Motion, Plaintiff is submitting a copy of the Settlement to the LWDA as required by Labor Code section 2699, subdivision (l)(2). Plaintiff's notice letter to the LWDA and proof of submission of the Settlement are attached to the Declaration of Frank H. Kim.

VIII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement, conditionally certify the Settlement Class, appoint Plaintiff as Class Representative and Kim Legal, APC as Class Counsel, appoint the proposed Settlement Administrator, approve the Class Notice and direct its mailing, and set a Final Approval Hearing.

Dated: July 30, 2026

KIM LEGAL, APC

By: /s/ Frank Kim
Frank H. Kim
Attorneys for Plaintiff and the Proposed Class
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