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Attorneys for Plaintiff CYNTHIA MOLT, individually,
and on behalf of other similarly situated employees and
Aggrieved Employees pursuant to the California Private
Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CYNTHIA MOLT, individually, and on behalf
of other similarly situated employees and
Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

LOS ANGELES FILM SCHOOL, LLC, a
California limited liability company, dba LOS
ANGELES RECORDING STUDIO; and
DOES 1 through 25, inclusive,

Defendants.

Case No.: 23STCV30757

Hon. Kevin C. Brazile, Department 20

**DECLARATION OF KAREN I. GOLD IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 17, 2025

Time: 8:30 a.m.

Dept.: 20

[Filed Concurrently with Mullins Declaration;
Plaintiff Molt Declaration; and Motion for
Preliminary Approval of Class & PAGA Settlement]

Complaint Filed: December 18, 2023

FAC Filed: November 1, 2024

Trial Date: Not Set

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I, Karen I. Gold, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a Senior Trial Attorney and Team Lead at Blackstone Law, APC (“Class Counsel”) and one of the attorneys of record for Plaintiff Cynthia Molt (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

Background and Experience

2. I am fully familiar with the legal and factual issues in this case and have specific experience litigating complex wage and hour actions as class actions, including employment cases as set forth in detail below.

3. I graduated *cum laude* from UCLA in 2005 with a Bachelor of Science degree in Cognitive Science and a Specialization in Computing. I received my law degree from Boston University School of Law and was admitted to the California State Bar in 2008.

4. Upon graduation, I joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as a general litigation attorney focused primarily on high-stakes sophisticated cases including class action defense matters. Thereafter, I spent approximately five years working for Marlin & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over to Blackstone Law as a Senior Trial Attorney and Team Lead.

5. Throughout my career, I have managed over one hundred complex litigation cases, ranging from employment matters to corporate and general business litigation matters. On many of those cases, I was the only or primary attorney managing the case and thus obtained extensive experience overseeing these types of actions. In that capacity, I was the primary contact for clients; took and defended many depositions; propounded and responded to discovery; prepared and opposed motions and pleadings, including dispositive and certification motions; strategized on all cases; attended hearings; attended mediations; coordinated with class action administrators; prepared and worked with experts; participated in trial prep and trials; and engaged in all other intricate facets of litigation. Super Lawyers honored me as a Southern California Rising Star from 2015 through 2018.

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1 6. As the Senior Trial Attorney and Team Lead, I oversee and handle over 100 wage-and-
2 hour putative class actions and/or representative actions under the California Labor Code Private
3 Attorney General Act of 2004 (“PAGA”) seeking relief on behalf of California employees.

4 7. I have considerable experience in handling class and representative action lawsuits
5 throughout my career and have been approved as counsel in a number of cases.

6 8. Blackstone Law, APC, represents plaintiffs in individual and representative
7 employment litigation. The firm has grown exponentially over the past six-plus years, now
8 maintaining approximately twenty well-qualified attorneys working on almost exclusively labor and
9 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
10 on other litigation matters.

11 9. Blackstone Law, APC has been counsel of record on several class action and PAGA
12 actions that have since been resolved, the most recent of which are as follows:

- 13 • *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No.
14 CIV2203067, approved as class counsel in final settlement of wage and hour class and
15 PAGA action.
- 16 • *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No.
17 21CV003541, approved as class counsel in final settlement of wage and hour class and
18 PAGA action.
- 19 • *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No.
20 21STCV34040, approved as counsel in settlement of representative wage and hour action
21 pursuant to PAGA.
- 22 • *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case
23 No. 37-2021-00034922-CU-OE-CTL, preliminarily approved as class counsel, in
24 association with other counsel, in settlement of wage and hour class and PAGA action.
- 25 • *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court,
26 Case No. CIVSB2211140, preliminarily approved as class counsel in settlement of wage
27 and hour class and PAGA action.
- 28 • *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No.

BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour

class and PAGA action.

- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles Superior Court, Case N. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Sitara Nayabkhil v. San Francisco SPCA et al.*, San Francisco Superior Court, Case No. CGC-23-609950, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz Superior Court, Case No. 23CV01762, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jesse Romero v. California Closet Company et al.*, Los Angeles Superior Court, Case No. 23STCV27355, approved as class counsel in settlement of wage and hour class and PAGA action.

Procedural History of the Action

10. On October 12, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and to Defendant, pursuant to California Labor Code Section 2699.3, of the specific provision of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”). A true and correct copy of the PAGA Letter is attached hereto as **Exhibit 1**.

11. On December 18, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.*, Los Angeles County Superior Court, Case No. 23STCV030757 (“Action”), thereby commencing a PAGA enforcement action against Defendant Los Angeles Film Schools, LLC (“Defendant”).

12. On July 1, 2024, Plaintiff and Defendant (together, the “Parties”) participated in mediation conducted by Hon. Carl J. West, Ret. (“Mediator”), a neutral and well-respected mediator with extensive experience in complex wage and hour matters. After a full day of mediation, and with the help of the Mediator, the Parties were able to reach an agreement to resolve this dispute on a class and PAGA basis.

13. On November 1, 2024, pursuant to the stipulation of the Parties, Plaintiff filed a First

1 Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys
2 General Act, California Labor Code §§ 2698 *et seq.* (“Operative Complaint”) in the Action, which
3 added class claims based on all underlying alleged Labor Code violations upon which the PAGA
4 claims are based. The Operative Complaint alleges ten (10) total causes of action for violations of the
5 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
6 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
7 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
8 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure
9 to reimburse necessary business expenses, for violations of California Business & Professions Code
10 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
11 penalties under PAGA based on the aforementioned California Labor Code violations.

12 14. On February 13, 2025, the Parties executed the Joint Stipulation of Class Action and
13 PAGA Settlement (“Settlement” or “Settlement Agreement”). Attached hereto as **Exhibit 2** is a true
14 and correct copy of the fully executed Settlement Agreement.

15 **Summary of the Terms of the Settlement Agreement**

16 15. For purposes of settlement only, the Parties have agreed that the Class shall be defined
17 as “all current and former non-exempt, hourly employees of Defendant who worked in California at
18 any time during the Class Period” (“Class Member”). The Class Period is from December 18, 2019
19 to August 30, 2024. Based on information provided by Defendant, as of July 1, 2024, it is estimated
20 that there about two hundred and thirty-four (234) Class Members.

21 16. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
22 Complaint for a non-reversionary Gross Settlement Amount of Six Hundred Twenty-Five Thousand
23 Dollars and Zero Cents (\$625,000.00), exclusive of employer-side payroll taxes. The Gross Settlement
24 Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The
25 Gross Settlement Amount includes: (1) Class Counsel’s attorney’s fees (“Class Counsel Fees
26 Payment”) not to exceed 35% of the Gross Settlement Amount (*i.e.*, \$218,750.00 if the Gross
27 Settlement Amount is \$625,000.00); (2) Class Counsel’s actual litigation costs and expenses (“Class
28 Counsel Litigation Expenses”) not to exceed Twenty-One Thousand Dollars and Zero Cents

1 (\$21,000.00); (3) Settlement Administration Costs in the amount of Seven Thousand Nine Hundred
2 Fifty Dollars and Zero Cents (\$7,950.00); (4) Class Service Representative Payment (incentive award)
3 to Plaintiff in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and
4 (5) up to Fifty Thousand Dollars (\$50,000.00) for PAGA Penalties. After the above-estimated
5 amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be
6 available for Class Members is currently estimated to be Three Hundred Nineteen Thousand Eight
7 Hundred Dollars and Zero Cents (\$319,800.00). Additionally, 25% of the PAGA amount (“PAGA
8 Penalties”), which is \$12,500.00 out of \$50,000.00 will be fully distributed to all “Aggrieved
9 Employees,” defined as all current and former non-exempt, hourly employees of Defendant who
10 worked in California at any time during the PAGA Period. The “PAGA Period” is defined as the
11 period from October 12, 2022 through the earlier of sixty (60) days from July 1, 2024 or preliminary
12 approval, subject to Paragraph 8 of the Settlement Agreement.

13 17. Based on information from Defendant, it is estimated that the Class Members worked
14 a total of 14,000 Workweeks during the period from December 18, 2019, to July 1, 2024. If it is
15 determined that the total number of Workweeks worked by the Class Members during the Class Period
16 actually exceeds 14,000 by more than 10% (i.e., by more than 15,400 Workweeks), then Defendant
17 shall have the option of agreeing to either: (1) increase the Gross Settlement Amount on a proportional
18 basis by the amount by which it exceeds 10%, or (2) shorten the release period such that it ends on the
19 date that the number of Workweeks reaches 10% over 14,000 Workweeks in which case Defendant
20 will not be required to pay the additional amount.

21 18. No later than ten (10) days of entry of the order of Preliminary Approval, Defendant
22 will provide the Class Data in the form of a Microsoft Excel spreadsheet (to the extent the information
23 is available) to the Settlement Administrator containing the following information for each Class
24 Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked
25 for Defendant during the Class Period; (5) number of Workweeks during the Class Period; (6) number
26 of Workweeks during the PAGA Period (collectively referred to as the “Class Data”). Using best
27 efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the
28 Class Data, the Settlement Administrator will perform a search based on the National Change of

1 Address Database for information to update and correct for any known or identifiable address changes,
2 and will mail a Class Notice in English and Spanish (in the form attached as Exhibit A to this
3 Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known
4 mailing addresses identified by the Settlement Administrator. Class Counsel is not aware of an
5 alternative method of providing notice to the Class which would result in a higher likelihood of actual
6 notice. The Parties requested and received three bids from administrators and elected to go with the
7 lowest one, which was ILYM Group, Inc. as the Settlement Administrator.

8 19. The Net Settlement Amount will be distributed and paid to all Class Members who do
9 not submit a timely and valid Request for Exclusion (“Participating Class Members”) on a *pro rata*
10 basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid
11 and/or non-exempt employee in California during the Class Period (“Workweeks”). The *pro rata*
12 share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class
13 Settlement (“Individual Class Payment”) will be calculated by the Settlement Administrator, in
14 accordance with the Settlement Agreement.

15 20. The amount owed to Aggrieved Employee(s) will be distributed and paid to all
16 Aggrieved Employees on a *pro rata* basis based on the number of weeks each Aggrieved Employee
17 worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA
18 Period (“PAGA Workweeks”). The *pro rata* share of the Aggrieved Employee amount that an
19 Aggrieved Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA
20 Payment”) will be calculated by the Settlement Administrator, in accordance with the Settlement
21 Agreement.

22 21. Each Individual Class Payment will be allocated as fifteen percent (15%) wages and
23 eighty-five percent (85%) penalties. The portion allocated to wages will be reported on an IRS Form
24 W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an
25 IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will
26 withhold the employee’s share of taxes and withholdings with respect to the wages portion of the
27 Individual Class Payment, and issue checks to Participating Class Members for their net payment of
28 their Individual Class Payment (“Individual Class Payment”). The employer’s share of taxes and

1 contributions in connection with the wages portion of Class Payment Shares will be paid by Defendant
2 separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be
3 allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099-Misc (if
4 applicable) by the Settlement Administrator.

5 22. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
6 Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA
7 Penalties will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the
8 Settlement Agreement. No money will revert to Defendant.

9 23. Each Individual Class Payment and Individual PAGA Payment check will be valid and
10 negotiable for one hundred and eighty (180) calendar days from the date the checks are mailed, and
11 thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by
12 the Settlement Administrator to the State of California's Unclaimed Property Fund in the name of the
13 Participating Class Member and/or Aggrieved Employee. The Parties agree that this disposition
14 results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net
15 Settlement Amount will be paid out to Participating Class Members, whether or not they cash their
16 settlement checks.

17 **The Settlement is Reasonable**

18 ***Informed Arms-Length Negotiations***

19 24. The Parties' settlement negotiations were at all times made at arm's-length and were
20 adversarial. The Settlement was reached following a full day of mediation with a highly respected
21 mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in
22 additional negotiations to finalize the long-form agreement presently before the Court.

23 25. The Parties engaged in extensive informal discovery prior to reaching a settlement at
24 the mediation. Prior to mediation, Defendant produced Aggrieved Employees' time and pay data, as
25 well as information to determine the total number of Aggrieved Employees, the total Workweeks
26 worked by the Aggrieved Employees, Defendant's employee handbook, and relevant wage and hour
27 policies.

28 26. This allowed Class Counsel to conduct an informed assessment and analysis of the

1 strengths and weaknesses of the claims and the potential class and PAGA-wide damages.

2 27. Based on the information exchanged, the Parties extensively researched, evaluated and
3 briefed issues regarding class certification and liability and provided their analyses to the Mediator
4 who helped the Parties debate the strengths and weakness of their respective positions.

5 *Estimate of Potential Value of Claims*

6 28. My office hired an expert consultant, who assisted us in analyzing all available data.
7 Using that expert's analysis, we estimated that Defendant's overall exposure here is approximately
8 \$3,296,849.80, as explained in more detail below.

9 *Alleged Meal Period Violations*

10 29. Plaintiff asserted that Defendant failed to provide lawful meal periods. Plaintiff's
11 theory of liability for meal period violations was based on allegations that Defendant's practices failed
12 to allow Class Members to take meal breaks in the manner required under California law.

13 30. The sampling provided by Defendant revealed only modest meal break violations and
14 revealed the payment of a significant number of meal break premiums. Defendant contended that its
15 policies and practices at all times during the Class Period were lawful. Defendant argued that
16 purported meal period violations reflected in the data would require individualized inquiry and that
17 such inquiry would prohibit a class from being certified. Class Counsel has also considered the risk
18 that the Court would find validity in an individualized proof defense to certification of Plaintiff's meal
19 period claim.

20 31. Based on the information provided, I am informed and believe that a reasonable
21 estimate of Defendant's liability for meal break violations here is as follows: 124,355 meal break
22 eligible shifts x \$22.74 (average rate of pay) x 30% violation rate = \$848,722.88 in reasonable
23 exposure for meal break violations.

24 *Alleged Rest Period Violations*

25 32. Plaintiff argued that Defendant failed to schedule, permit, or authorize compliant rest
26 periods. Plaintiff alleged that Plaintiff and other Class Members were unable to take their rest breaks
27 because of their heavy workloads. Plaintiff reported that if she was able to take a rest break, they were
28 frequently interrupted by supervisors, coworkers, and/or students. Plaintiff's damages analysis on this

claim was based on an alleged 25% violation rate.

33. As with the meal period allegations, Defendant contended that it had a lawful written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as required under California law. Defendant also claimed that given the lack of records demonstrating rest period violations, there were legitimate concerns in certifying these claims.

34. Based on the information provided, I am informed and believe that a reasonable estimate of Defendant's liability for rest break violations here is as follows: 136,647 rest break eligible shifts x \$22.74 (average rate of pay) x 25% violation rate = \$776,838.20 in reasonable exposure for meal break violations.

Off-The-Clock Work

35. Plaintiff's minimum and overtime wages claims were largely based on alleged unrecorded, off-the-clock work performed by the Class Members both before and after their shifts and during purported meal and rest periods. For example, Plaintiff alleged that she and class members were required to perform work off-the-clock to address students' crises, perform Covid checks, and accommodate students' and teachers' schedules.

36. Defendant claimed that the individualized nature of why this work was performed and the individualized nature of damages presented substantial concerns regarding the manageability of the case and the risk the Court could find these issues prevented certification.

37. The estimated damages for this claim assumed that Class Members worked on average one hour per week off the clock, resulting in the following calculation: 31,328 work weeks x 1 hour x \$22.74, which equals \$712,398.72 in estimated damages for off-the-clock work.

Underpaid Overtime Wages and Hours

38. Plaintiff's underpaid overtime wages claim was based primarily on a regular rate of pay violation, which affected only a handful of employees and resulted in an underpayment of approximately \$3,000.

Failure to Reimburse Necessary Business Expenses

39. Plaintiff contended that Class Members regularly used their personal cell phones for work-related calls with supervisors, students, and teachers, for which they were not reimbursed.

1 Defendant contends that these expenses were not common to all Class Members and that the costs
2 were not a reimbursable expense. Defendant further contended that it had policies and practices of
3 reimbursing employees for necessary business expenses. Class Counsel has also considered the risk
4 that the Court would find validity in an individualized proof defense to certification of Plaintiff's
5 business expense reimbursement claim Plaintiff used a reasonable estimate of \$15 per pay period to
6 estimate unreimbursed business expenses, resulting in an estimated \$247,290 in unreimbursed
7 business expenses.

8 *Derivative Claims*

9 40. As with all derivative claims, success depends on the success of the underlying claims.
10 Here, Plaintiff's claims for inaccurate wage statements, failure to timely pay wages during
11 employment, and failure to pay all wages due upon termination would only succeed if the underlying
12 claims for failure to pay wages for off-the-clock work, failure to pay overtime, and failure to pay
13 premiums for all meal and rest periods not lawfully provided were successful. Therefore, these claims
14 were subject to the same risks of failure as discussed above.

15 41. Also, even if Plaintiff prevailed on her underlying claims, she would still be required
16 to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
17 violations. Wage statement claims have also seen varying treatment at the appellate level because
18 such claims have an element of discretion attached to them rather than a pure calculation of damages
19 after liability is proven.

20 42. Accordingly, these derivative claims, which comprised a substantial portion of
21 Defendant's estimated liability, were therefore highly uncertain, and therefore Plaintiff's counsel
22 allocated minimal value to them.

23 *PAGA Exposure*

24 43. The PAGA period included only 7,086 pay periods. Assuming a 100% per pay period
25 violation rate, without stacking, this results in an additional \$708,600 in exposure under PAGA.

26 *General Risks Considered*

27 44. Defendant raised numerous defenses and issues that factored into Plaintiff and its
28 counsel's decision to enter the Settlement.

1 45. Also critical to the decision to settle was the fact that Defendant is a school with a wide
2 range of employee titles, duties, and some portion of those individuals may have signed arbitration
3 agreements etc., rendering class certification difficult.

4 46. Moreover, my colleagues and I were aware of Defendant's defenses and arguments and
5 have also taken into account the uncertainty and risk of the outcome of further litigation, and the
6 difficulties and delays inherent in such litigation, including those involved in class and/or
7 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
8 liability for the claims asserted in the Action, Defendant's defenses, and the difficulties in establishing
9 entitlement to monetary recovery. Plaintiff has also considered the evaluations of the Mediator, who
10 is experienced and well-regarded in complex labor and employment matters.

11 47. Moreover, Defendant denied and continues to deny any liability and wrongdoing of
12 any kind associated with the claims alleged in the Action and further denies that class certification is
13 appropriate for any purpose other than the Settlement. Defendant proffered defenses to both
14 certification and to the merits of Plaintiff's claims. Defendant contended that Plaintiff's claims are
15 not suitable for class certification because individual issues would predominate should this case go to
16 trial, particularly given the wide range of job titles and responsibilities across the putative class. As
17 with all class actions, these complex cases raise difficult management and proof issues and,
18 accordingly, there is a significant risk that the Court may deny class certification.

19 48. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
20 proving the amount of wages due to Class Members would be an expensive, time-consuming, and
21 uncertain proposition. In order to prove liability and damages, Class Counsel will need to request and
22 analyze thousands of pages of documents, obtain the Class Members' contact information, contact
23 them, and obtain their declarations at great expense. Obtaining the cooperation of current employees
24 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
25 employer. On the other hand, Defendant would likely be able to obtain the cooperation of their
26 employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would
27 substantially delay any recovery by the Class.

28 49. Therefore, taking into account how each of the above risks potentially effected

1 Plaintiff's ability to obtain class certification, then prove the underlying violations, and the cost and
2 delay in recovering the alleged potential damages, Class Counsel discounted Defendant's estimated
3 liability by 50% to \$1,648,424.90. The merits-based risk factors further reduced Defendant's
4 estimated liability by an additional 50%. This resulted in an adjusted estimated liability of
5 \$824,212.45. In light thereof, the settlement amount of \$625,000.00 is a significant settlement.

6 50. Class Counsel also separately contemplated the risks of proceeding with the PAGA
7 action and potential liability Defendant could face from this claim as part of the global resolution.
8 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
9 wage claims. It was anticipated that even if successful on the merits at trial, the imposition of
10 cumulative civil penalties based on the alleged wage and hour violations could be considered unjust,
11 arbitrary and oppressive, or confiscatory, and that Defendant would argue that it made a good faith
12 attempt to comply with its legal obligations warranting a reduction in penalties. Class Counsel also
13 anticipated Defendant would argue that it made a good faith attempt to comply with its legal
14 obligations and that the violations per pay period were relatively low, warranting an additional
15 reduction in civil penalties. Finally, we were also mindful of the fact that PAGA is fundamentally not
16 intended to be compensatory in nature but is instead intended to facilitate enforcement of California's
17 labor laws by financing state activities and educating and deterring non-compliance.

18 51. Therefore, after considering this multitude of factors, my colleagues and I concluded
19 that it was in the best interest of the Class Members, the State of California and the Aggrieved
20 Employees to enter into the Settlement, and to allocate Fifty Thousand Dollars (\$50,000.00) of the
21 Gross Settlement Amount towards the PAGA claim, which represents approximately 8% of the Gross
22 Settlement Amount. This percentage of the settlement is well-within the range of wage and hour
23 settlements regularly approved in both state and federal court for cases that include both a class and
24 PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve
25 PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount
26 have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement
27 is significant, not only from a monetary perspective, but also because it fulfills the public policy
28 objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state,

1 and deter future non-compliance by the employer.

2 52. I therefore respectfully submit that the Settlement is fair, reasonable, and adequate.
3 The Settlement is in the best interest of the Settlement Class Members, the Aggrieved Employees, and
4 the State of California and is within the accepted range of recoveries for this type of litigation given
5 the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of
6 further litigation.

7 ***Class Service Representative Payment***

8 As part of the Settlement Agreement, Plaintiff is requesting a reasonable Class Representative Service
9 Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Cynthia
10 Molt. This Class Representative Service Payment is reasonable given the time and effort Plaintiff spent
11 on this case, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the
12 requested Enhancement Payment is disclosed to the Class Members in the Class Notice.

13 ***Attorneys' Fees and Costs***

14 53. The attorneys' fees incurred by Class Counsel are in line with the common fund
15 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an
16 amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$218,750.00 if the
17 Gross Settlement Amount is \$625,000.00) and actual litigation costs and expenses in an amount not
18 to exceed Twenty-One Thousand Dollars and Zero Cents (\$21,000.00), which will be paid out of the
19 Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks
20 and costs of litigation and will not receive any compensation until recovery is obtained.

21 54. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
22 into tangible monetary benefits as follows: (1) Class Members, the State of California, and Aggrieved
23 Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting
24 additional years for the same, or a potentially worse, result; (2) a guaranteed result that compares
25 favorably with other similar class action settlements of this type, given the strengths and weaknesses
26 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only
27 increased had the case progress through certification, trial, and/or upon appeal.

1 The attorneys who worked on this Action are all experienced in litigating wage and hour matters as
2 follows:

- 3 a. Jonathan M. Genish is the shareholder and founder of Blackstone Law, APC. Mr.
4 Genish received his law degree from Benjamin N. Cardozo School of Law and was
5 admitted to the California State Bar in 2008. During law school, he clerked at the
6 litigation firm Oved & Oved, LLP and was published several times in various small
7 publications. Upon graduation, he was hired by Freedman & Taitelman, LLP as an
8 associate and remained employed there from September 2008 through August 2015.
9 During his tenure, he managed hundreds (perhaps thousands) of complex litigation
10 cases, ranging from employment, corporate, entertainment, and general business
11 litigation matters, though his primary area of expertise was employment, both single
12 plaintiff and representative actions. On the vast majority of those cases, he was the
13 only or primary attorney managing the case and thus obtained extensive experience.
14 He has represented a wide range of clients from sole proprietorships to Fortune 500
15 companies in state, federal, complex, and appellate courts. Many of the cases he
16 managed were highly publicized, with articles written about them in the Los Angeles
17 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others.
18 Super Lawyers has regularly honored him as a Southern California Rising Star since
19 2012.
- 20 b. Sara Pezeshkpour is a 2008 graduate of UCLA Law School and is part of the team at
21 Blackstone Law, APC that litigated this matter. She was admitted to practice law in
22 California that same year. Since passing the California bar, Ms. Pezeshkpour has
23 exclusively represented plaintiffs in civil rights litigation, including wage-and-hour
24 disputes, as well as harassment, discrimination, and retaliation litigation.
- 25 c. Noam Y. Reiffman is a graduate of Southwestern Law School and is a Senior Associate
26 at Blackstone Law, APC. He was admitted to practice law in California in 2014. He
27 has represented clients across a wide range of fields including complex civil litigation
28 across various industries including consumer litigation, business litigation, intellectual

property, corporate litigation, crisis management, and appellate matters.

- d. Marissa Mayhood graduated from Pepperdine University School of Law with a juris doctorate and a certificate in dispute resolution from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, *Utne v. Home Depot U.S.A., Inc.*, United States District Court for the Northern District of California, Case No. 3:16-cv-01854-RS, and was approved as class counsel. Ms. Mayhood is now a senior attorney at Blackstone Law, APC.

55. Class Counsel has litigated this matter for over one (1) year and was actively preparing this matter for class certification and trial. At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the Class Notice.

Notice to the Class

56. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint ILYM to handle these procedures and to serve as the Settlement Administrator. Defendant will provide ILYM with the Class List and ILYM will calculate each Class Member's estimated Individual Class Payment and each Aggrieved Employee's estimated Individual PAGA Payment. ILYM will also receive and process Requests for Exclusion, Notices of Objection, and Workweek Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the wages portion of the Individual Class Payment; will prepare and submit informational and other tax filings and documents; will issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual Class Payment checks to the Class Members and Individual PAGA Payment checks to the Aggrieved

1 Employees; and perform any other usual and customary duties for administering a class action
2 settlement.

3 57. I am not aware of an alternative method of providing notice to the Class which would
4 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
5 Class Member, who provided the information to Defendant. Skip tracing will be performed, if
6 necessary.

7 ***Notice of Settlement to the LWDA***

8 58. In accordance with California Labor Code section 2699(s)(2) and concurrently with the
9 filing of this Motion, a copy of the proposed Settlement was submitted to the LWDA via online
10 submission through the LWDA's website.

11 ***Pending Actions***

12 59. Neither I nor Plaintiff are aware of any other pending matter or action asserting claims
13 that will be extinguished or adversely affected by the Agreement.

14
15 I declare under penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct. Executed on March 10, 2025, at Westlake Village, California

17 

18 _____
19 Karen I. Gold
20
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EXHIBIT 1



October 12, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Cynthia Molt v. Los Angeles Film School, LLC*

Dear Representative:

This office represents Cynthia Molt (“Claimant”) with respect to their claims under the California Labor Code against Los Angeles Film School, LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately April 2022 to September 2023 as a non-exempt, hourly-paid employee. During her employment with Employers, Claimant was employed as an Academic Coach at its location at 6363 Sunset Blvd., Hollywood, CA 90028.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, participating in pre-shift COVID checks, checking and responding to emails, booting up her computer to clock-in, calling students and providing support services to them, performing closing protocols, speaking with supervisors about work related issues, closing down her computer, and following-up with students as needed. Employers failed to compensate Claimant and other Aggrieved Employees for this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and

attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California

Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the

clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include, but are not limited to, personal cell phone expenses (including the device and the service plan), computer equipment, and office supplies.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code

section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Karen Gold

Karen I. Gold, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Los Angeles Film School, LLC
6363 Sunset Blvd
Hollywood, CA 90028

Los Angeles Film School, LLC
Attn: Tamara Elliott
Agent for Service of Process
6363 Sunset Blvd
Hollywood, CA 90028

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT

This Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement Agreement”) is made by and between Plaintiff Cynthia Molt (“Plaintiff”) and Defendant Los Angeles Film School, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Cynthia Molt v. Los Angeles Film Schools, LLC*, Case No. 23STCV30757, initiated on December 18, 2023, amended on November 1, 2024, and pending in the Superior Court of California, County of Los Angeles.

1.2 “Aggrieved Employees” means Plaintiff and all current and former non-exempt, hourly employees of Defendant who worked in California at any time during the PAGA Period.

1.3 “Class” or “Class Members” means Plaintiff and all current and former non-exempt, hourly employees of Defendant who worked in California at any time during the Class Period.

1.4 “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Sara Pezeshkpour, and Noam Reiffman of Blackstone Law, APC.

1.5 “Class Data” means Class Member identifying information in Defendant’s possession including each Class Member’s full name, last-known mailing address, Social Security number, dates worked for Defendant during the Class Period, number of Workweeks during the Class Period, and number of Workweeks during the PAGA Period.

1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for payment of reasonable attorneys’ fees and expenses, respectively, incurred and to be incurred by Class Counsel in connection with prosecuting the Action.

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

1.10 “Class Notice” means the Notice of Class Action & Representative Action Settlement, substantially in the form attached hereto as “Exhibit A” and to be mailed to Class Members in English and Spanish, without material variation.

1.11 “Class Period” means December 18, 2019, through August 30, 2024, subject to Paragraph 8.

1.12 “Class Representative” means Cynthia Molt, the named Plaintiff in the operative complaint, filed on November 1, 2024, in the Action seeking Court approval to serve as a Class Representative.

1.13 “Class Settlement” means the settlement and resolution of the Released Class Claims.

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

1.15 “Court” means the Superior Court of California, County of Los Angeles.

1.16 “Defendant” means the named defendant Los Angeles Film School, LLC, which was erroneously named in the original complaint as Los Angeles Film Schools, LLC.

1.17 “Defense Counsel” means Krista M. Cabrera and Kaleb N. Berhe of Foley & Lardner, LLP.

1.18 “Effective Date” means the date by when both of the following have occurred: (i) final approval of the settlement is granted by the Court, or any other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving the settlement becomes Final. The Judgment is “Final” as of the latest of the following occurrences: (a) if there is an objection to the settlement, the lapse of an appeal period and the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (b) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (c) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment. If there is no objection to the settlement during the preliminary approval hearing, the notice process, and the final approval hearing, or if any such objections are withdrawn or otherwise resolved then “Effective Date” shall be the date of the Court’s Judgment approving the settlement.

1.19 “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

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

1.21 “Final Approval Order” means the Court’s order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

1.22 “Gross Settlement Amount” means the amount of \$625,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount is inclusive of attorneys’ fees, costs and expenses (both those incurred to date and those to be incurred), the Settlement Administrator’s fees and expenses, any Class Representative Service Payment to Plaintiff in an amount not to exceed \$7,500.00, and up to \$50,000 for PAGA claims (75% to the state and 25% to the Aggrieved

Employees), and the amounts paid to all Class Members. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Settlement Administration Costs. Payment will be made to Class Members and Aggrieved Employees within 30 days of the Effective Date.

1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

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

1.27 “LWDA PAGA Payment” means the amount of 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

1.30 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.31 “PAGA Notice” means Plaintiff’s October 12, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.32 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (i.e. \$50,00.00), allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.33 “PAGA Period” means the period from October 12, 2022, through the earlier of 60 days from July 1, 2024 or preliminary approval, subject to Paragraph 8.

1.34 “Participating Class Member” means a Class Member who does not submit a valid and

timely Request for Exclusion.

1.35 “Plaintiff” means Cynthia Molt, the named plaintiff in the Action.

1.36 “Preliminary Approval” means entry of the Preliminary Approval Order.

1.37 “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement.

1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

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

1.40 “Released Parties” means Defendant its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

1.41 “Response Deadline” means sixty (60) days after the Settlement Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may submit Requests for Exclusion, written objections, and/or challenges to Workweeks. Class Members to whom Class Notices are resent after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14) days beyond the expiration of the Response Deadline.

1.42 “Request for Exclusion” means a Class Member’s written request to be excluded from the Class Settlement.

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

1.44 “Settlement Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.45 “Settlement Administrator Costs” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Parties.

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

2. RECITALS.

2.1 On December 18, 2023, Plaintiff commenced the Action by filing a Complaint for

Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* alleging one cause of action under PAGA based on Plaintiff's allegation that Defendant violated several wage and hour laws. On October 28, 2024, the Court entered an Order, which granted Plaintiff leave to file a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq.* ("First Amended Complaint" or "Operative Complaint"). The First Amended Complaint added class action claims and alleged nine (9) additional causes of action: (1) Violation of Cal. Labor Code § 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime), (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (4) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums), (5) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment), (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements), (7) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid), (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses), and (9) Violation of Cal. Business & Professions Code § 17200, *et seq.* Plaintiff filed the First Amended Complaint on November 1, 2024. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On July 1, 2024, the Parties participated in an all-day mediation presided over by Hon. Carl West (Ret.), which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of Class Members' payroll and time records, Defendant's applicable written policies, and data necessary for Plaintiff to assess liability and damages. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.* 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5 The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$625,000.00 and no more as the Gross Settlement Amount. Notwithstanding the prior sentence, Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Settlement Administrator will disburse the

entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for a Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to Class Members. The Settlement Administrator will issue an IRS Form 1099 for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$218,750.00 and a Class Counsel Litigation Expenses Payment of not more than \$21,000.00 to Class Counsel. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Settlement Administrator: Settlement Administration Costs not to exceed \$8,000.00 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administrator's expenses are less or the Court approves payment less than \$8,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to Class Members. These costs, which will

be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Class Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, maintaining a website (or maintain a portion of its existing website) to upload key Settlement documents of required by the Court, handling inquiries from Class Members regarding the Class Notice, calculating and distributing the Gross Settlement Amount, regularly updating counsel for the Parties on the status of the Settlement, providing necessary reports and declarations, and other such tasks that the Parties mutually agree to or as ordered by the Court.

3.2.4. To Each Participating Class Member: The Settlement Administrator will calculate each Individual Class Payment 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 Workweeks worked during the Class Period.

3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Individual Class Payment will be allocated to the settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 85% of each Individual Class Payment will be allocated to the settlement of claims for penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms, where required by law. 100% of the Individual PAGA Payment will be treated as penalties, and will be reported on an IRS Form 1099-Misc., where required by law. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 are to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500.00) by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Workweeks worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount

requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. 100% of each Individual PAGA Payment will be allocated as 100% penalties. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099-Misc Form, where required to so do by law.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Within ten (10) calendar days after the Court signs the Preliminary Approval Order, Defendant will deliver the Class Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet (to the extent all such information is available). To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Agreement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. In no event shall Plaintiff, Class Counsel, Defendant, or Defense Counsel be held liable for any errors or omissions in the settlement administration process or distribution of settlement funds.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than thirty (30) days after the Effective Date.

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

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

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

4.3.3 For any Individual Class Payment check or Individual PAGA Payment check that is uncashed and canceled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

5.1 Plaintiff's Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff on her own behalf only releases the Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might be asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff stipulates and agrees that she is not due and owed any additional monies.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Plaintiff and Participating Class Members: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Participating Class Members release the Released Parties from all claims, demands, rights, liabilities, and causes of action that were pled, or could have been pled premised on the facts, claims, causes of action or legal theories described below, in the Operative Complaint and that arose during the Class Period. The Participating Class Members' release includes, but is not limited to, all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action of every nature and description, whether known or unknown, arising from or related to the claims litigated in the Action, including claims for wages, damages, unpaid costs, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief under California Business & Professions Code § 17200 et seq., based on the following categories of allegations as set forth in the Lawsuit: (a) all claims under Labor Code §§ 510, 1194, 1197, 1197.1, and 1198 for unpaid wages (including any and all claims for, among other things, alleged failure to pay overtime, failure to properly calculate the regular rate, or off-the-clock work); (b) all claims under Labor Code §§ 226.7 and 512 for failure to provide meal periods (including claims for missed, late or short meal periods and meal and rest period penalties); (c) all claims under Labor Code § 226.7 for failure to authorize and permit rest periods; (d) all claims under Labor Code §§ 2802 and 2800 for failure to indemnify necessary business expenses; (e) all claims under Labor Code §§ 201, 202, 203, 204, and 210 for the failure to promptly pay all wages due and owing (including during employment or at the time of an employee's termination or discharge); (f) all claims under Labor Code § 226(a) for the failure to issue properly itemized wage statements; (g) all related claims for Unfair Competition or Business Practices under California Business and Professions Code Section 17200 et seq. or similar laws related to the alleged claims; (h) all claims for any and all penalties pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 premised on the alleged Labor Code violations that were pled, or that could have been pled premised on the facts, claims, causes of action or legal theories described above; and (i) all other claims that were or could have been asserted based on the facts alleged in the Action. The release period is the same as the Class Period with respect to the class claims.

5.3 Release on Behalf of Aggrieved Employees: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, on behalf of the State of California, and all Aggrieved Employees release and discharge the Released Parties from all claims, demands, rights, liabilities and causes of action that were pled, or could have been pled premised on the facts, claims, causes of action or legal theories alleged in the Operative Complaint and that arose during the PAGA Period with respect to the following claims: civil penalties under the Private Attorneys General Act of 2004 premised on the alleged Labor Code violations that were pled, or that could have been pled premised on the facts, claims, causes of action or legal theories alleged in the Complaint, as described in Section 5.2 above.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Plaintiff’s Responsibilities. Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA settlement under Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Settlement Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Settlement Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Settlement Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Settlement Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Settlement Administrator. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Settlement Administrator shall have and use

its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks worked during the Class Period, and Workweeks worked during the PAGA Period.

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

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

7.4.4 The Response Deadline for Class Members’ written objections, challenges to Workweeks, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the original Response Deadline for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended Response Deadline with the re-mailed Class Notice.

7.4.5 If the Settlement Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via

email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of the Class Notice, or the Response Deadline in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out) of the Class Settlement must send the Settlement Administrator, by email or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's full name, signature, address, email address or telephone number, and last four digits of Social Security number for verification purposes. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a valid and timely Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' release of the Released Class Claims under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Class Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks allocated to the Class Member in the Class Notice by sending the Settlement Administrator, by email or mail, a written Workweeks challenge, which must include the Class Member's full name, signature, address, email address or telephone number, and last four digits of Social Security number for verification

purposes. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all Workweeks challenges to Defense Counsel and Class Counsel and the Settlement Administrator's determination to the Workweeks challenges.

7.7 Objections to Class Settlement.

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

7.7.2 Participating Class Members may send written objections to the Settlement Administrator, by email or mail, which must include the Participating Class Member's full name, signature, address, email address or telephone number, and last four digits of Social Security number for verification purposes. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Settlement Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to the Class Settlement.

7.8 Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.

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

7.8.2 Weekly Reports. The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, written objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must

include the Settlement Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and written objections received.

7.8.3 Workweeks Challenges. The Settlement Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Settlement Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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

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

8. **ESCALATOR CLAUSE**. Based on its records, Defendant estimates that, as of July 1, 2024, 234 Class Members worked a total of 14,000 Workweeks. Should the actual number of Workweeks worked by the Class Members during the Class Period exceed 14,000 by more than 10% (i.e., 15,401), then Defendant shall have the option of agreeing to either: 1) increase the Gross Settlement Amount on a proportional basis by the amount by which it exceeds 10%, or 2) shorten the release period such that it ends on the date that the number of Workweeks reaches 10% over 14,000 Workweeks in which case Defendant will not be required to pay the additional amount. In the event the Court declines to approve this paragraph, the parties expressly agree that it may be severed from this Agreement, and the remainder of the Agreement may be enforced. Plaintiff agrees that she will not take any steps to oppose this Paragraph.
9. **DEFENDANT'S RIGHT TO WITHDRAW**. If the number of valid and timely Requests for Exclusion identified in the Exclusion List exceeds 7.5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under

this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after the Settlement Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

- 10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members and/or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769, *et seq.*

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Class Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement

will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members and/or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Settlement Administrator fees and expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Similarly, this provision

shall not apply to the filing of any documents with the Court which are necessary to effectuate the Settlement, nor is it intended to interfere with or restrict: (1) the Settlement Administrator from distributing the notice packets and otherwise complying with its obligation to provide information to affected Class Members; or (2) the Settlement Administrator from posting any judgment on its website. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This Paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

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

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

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

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

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

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

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

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Settlement Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Settlement Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

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

To Plaintiff:

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Sara Pezeshkpour
Noam Reiffman
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211.
jgenish@blackstonepc.com
kgold@blackstonepc.com
mmayhood@blackstonepc.com
spezeshkpour@blackstonepc.com
nreiffman@blackstonepc.com

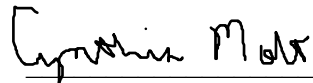
To Defendant:

Krista M. Cabrera
Foley & Lardner LLP
11988 El Camino Real, Suite 400
San Diego, CA 92130-2594
kcabrera@foley.com

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

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

Dated: 01/29/2025


Cynthia Molt, Plaintiff

Dated: _____

Name:
Title:
On behalf of Defendant LA Film
School

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Sara Pezeshkpour
Noam Reiffman
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211.
jgenish@blackstonepc.com
kgold@blackstonepc.com
mmayhood@blackstonepc.com
spezeshkpour@blackstonepc.com
nreiffman@blackstonepc.com

To Defendant:

Krista M. Cabrera
Foley & Lardner LLP
11988 El Camino Real, Suite 400
San Diego, CA 92130-2594
kcabrera@foley.com

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Dated: _____

Dated: 2/13/2025

Cynthia Molt, Plaintiff



Name: Mike Myles
Title: SVP, Operations / Campus Director
On behalf of Defendant LA Film
School

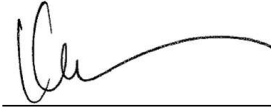
Approved as to form only:

Dated: January 28, 2025



Karen Gold, counsel for Plaintiff

Dated: February 13, 2025



Krista M. Cabrera, counsel for
Defendant

EXHIBIT A

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

(Cynthia Molt v. Los Angeles Film Schools, LLC, Los Angeles County Superior Court Case No. STCV30757)

***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 (“Action”) against Los Angeles Film Schools, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Cynthia Molt (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period (“Class” or “Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The “Class Period” is December 18, 2019, through August 30, 2024, subject to Paragraph 8 of the Settlement Agreement. The “PAGA Period” is the period October 12, 2022, through August 30, 2024, subject to Paragraph 8 of the Settlement Agreement.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a 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 Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] during the PAGA Period**. If you believe that you worked more Workweeks 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 proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to 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 Participating Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting guilt, wrongdoing, or liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. However, as a Participating Class Member, you will give up your right to assert Class Period wage claims against Defendant, and as an Aggrieved Employee, you will give up your right to assert PAGA Period penalty claims against Defendant.
- (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 Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims) and Released PAGA Claims (if any).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do submit a valid and timely Request for Exclusion ("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 Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks by Submitting a Written Challenge by	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and the amount of your Individual PAGA Payment depends on how many Workweeks you worked at least one day you worked during the PAGA Period, respectively. The number of Workweeks 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 . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges Defendant violated California labor laws by failing to provide overtime and minimum wages, meal periods and associated premiums, rest periods and associated premiums, timely paid wages during employment, wages due upon termination, reimbursable business expenses, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim under the Business and Professions Code §§ 17200, *et seq.* and a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (PAGA). Plaintiff is represented by the following attorneys in the Action: Blackstone Law, APC, located at 8383 Wilshire Boulevard, Suite 745, Beverly Hills, California, 90211, including counsel Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Sara Pezeshkpour, & Noam Reiffman ("Class Counsel"). Defendant is represented by the following attorneys in the Action: Krista M. Cabrera and Kaleb N. Berhe of Foley & Lardner, LLP located at 11988 El Camino Real, Suite 400, San Diego, CA 92130-2594.

Defendant strongly denies and disputes all such claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

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

So far, the Court has made no determination whether Defendant or Plaintiff is 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 to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant 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) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant will pay \$625,000.00 as the “Gross Settlement Amount.” Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Settlement Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the Class Settlement or the Judgment is appealed.

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 \$218,750.00 (thirty-five percent of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$21,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500.00 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$8,000.00 to the Settlement Administrator for services administering the Settlement.
- D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA (“LWDA PAGA Payment”) and 25% in Individual PAGA Payments to the Aggrieved Employees based on their Workweeks worked during the PAGA Period.

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 Settlement Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages (“Wage Portion”) and 85% to penalties (“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 Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically canceled, 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 Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by [REDACTED]. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the Class Member’s full name, signature, address, e-mail address or telephone number, last four digits of Social Security number for verification purposes, and a simple statement electing to be excluded from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide Class Member challenges over Workweeks, mail and re mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.

9. Release of Plaintiff and Participating Class Members. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Participating Class Members release the Released Parties from all Released Class Claims that arose during the Class Period. This means that unless you opt out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities based on any “released Claims” which are defined as:

All claims, demands, rights, liabilities, and causes of action that were pled, or could have been pled premised on

the facts, claims, causes of action or legal theories described below, in the Operative Complaint and that arose during the Class Period. The Participating Class Members' release includes, but is not limited to, all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action of every nature and description, whether known or unknown, arising from or related to the claims litigated in the Action, including claims for wages, damages, unpaid costs, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief under California Business & Professions Code § 17200 et seq., based on the following categories of allegations as set forth in the Lawsuit: (a) all claims under Labor Code §§ 510, 1194, 1197, 1197.1, and 1198 for unpaid wages (including any and all claims for, among other things, alleged failure to pay overtime, failure to properly calculate the regular rate, or off-the-clock work); (b) all claims under Labor Code §§ 226.7 and 512 for failure to provide meal periods (including claims for missed, late or short meal periods and meal and rest period penalties); (c) all claims under Labor Code § 226.7 for failure to authorize and permit rest periods; (d) all claims under Labor Code §§ 2802 and 2800 for failure to indemnify necessary business expenses; (e) all claims under Labor Code §§ 201, 202, 203, 204, and 210 for the failure to promptly pay all wages due and owing (including during employment or at the time of an employee's termination or discharge); (f) all claims under Labor Code § 226(a) for the failure to issue properly itemized wage statements; (g) all related claims for Unfair Competition or Business Practices under California's Business and Professions Code Section 17200 et seq. or similar laws related to the alleged claims; (h) all claims for any and all penalties pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 premised on the alleged Labor Code violations that were pled, or that could have been pled premised on the facts, claims, causes of action or legal theories described above; and (i) all other claims that were or could have been asserted based on the facts alleged in the Action. The release period is the same as the Class Period with respect to the class claims.

10. Release of Aggrieved Employees. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, on behalf of the State of California, and all Aggrieved Employees, will release and discharge the Released Parties from all claims, demands, rights, liabilities and causes of action that were pled, or could have been pled premised on the facts, claims, causes of action or legal theories described below, in the Operative Complaint and that arose during the PAGA Period with respect to the following claims: civil penalties under the Private Attorneys General Act of 2004 premised on the following alleged Labor Code violations that were pled, or that could have been pled premised on the facts, claims, causes of action or legal theories described in the prior paragraph.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement 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 Workweeks worked during the Class Period.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Workweeks worked during the PAGA Period.

3. Workweek Challenges. The number of Workweeks you worked during the Class Period and the number of Workweeks you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail or email and include your identifying information (full name, signature, address, e-mail address or telephone number, and last four digits of Social Security number for verification purposes). Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Workweeks 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 Settlement Administrator will resolve Workweeks challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, an Individual Class Payment check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
2. Aggrieved Employees. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee.

A single check will combine the Individual Class Payment and the Individual PAGA Payment (if applicable).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

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

Submit a written and signed letter (i.e., Request for Exclusion) with a simple statement that you do not want to participate in the Class Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Cynthia Molt v. Los Angeles Film Schools, LLC, Los Angeles County Superior Court Case No. STCV30757, and include your identifying information (full name, address, e-mail address or telephone number, and last four digits of Social Security number for verification purposes). **The Settlement Administrator must be sent your Request for Exclusion by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Class Settlement, the Motion for Final Approval, and/or the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Settlement Administrator is [REDACTED].** Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Cynthia Molt v. Los Angeles Film Schools, LLC, Los Angeles County Superior Court Case No. STCV30757, and include your identifying information (full name, signature, address, e-mail address or telephone number, and last four digits of Social Security number for verification purposes). Section 9 of this Notice has the Settlement Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 20 of the Los

Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, California, 90012. At the 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 Settlement 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. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website at [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to IYLM Group, Inc's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to [REDACTED] and entering the Case Type (CIV) and Case Number (23STCV30757) of the Action. You can also personally review court documents in the Clerk's Office by walking in during the Clerk's Office specific walk in hours or making an appointment by calling (213) 830-0803.

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

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San Diego, CA 92130-2594

Settlement Administrator:

IYLM Group, Inc.

E-Mail Address

Mailing Address

Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement 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 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 Settlement Administrator if you move or otherwise change your mailing address.