

1 Adam Rose (210880)
adam@frontierlawcenter.com
2 Frontier Law Center
23901 Calabasas Road, #1084
3 Calabasas, CA 91302
Telephone: (818) 914-3433
4 Facsimile: (818) 914-3433

5 Attorney for Plaintiff
Laura Figueroa Aleman
6

7
8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF LOS ANGELES
10

11 LAURA FIGUEROA ALEMAN, individually
and on behalf of all aggrieved employees,

12 Plaintiff,

13 v.
14

15 H CODE MEDIA, INC., and DOES 1 to 100,

16 Defendants.
17

Case No. 24STCV13098

**DECLARATION OF ADAM ROSE IN SUPPORT OF
STIPULATION TO APPROVE PAGA
SETTLEMENT**

18 I, Adam Rose, declare the following:

19 1. I am one of the attorneys for plaintiff Laura Figueroa Aleman. I have personal knowledge
20 of the facts in this declaration, and if called on to testify I would competently do so.

21 2. I was involved with this case from the very start, and I actively moved this case into
22 mediation, which yielded the PAGA settlement.

23 3. Attached as Exhibit A is a true and correct copy of the PAGA Settlement and Release
24 Agreement.

25 4. Attached as Exhibit B is a true and correct copy of the proposed notice to accompany the
26 checks to the PAGA Settlement Group Members.

27 ///

1 5. Attached as Exhibit C is a true and correct copy of the administration bid from the
2 Settlement Administrator.

3 6. Attached as Exhibit D is a true and correct copy of Frontier Law Center's costs.

4 7. As demonstrated below, the PAGA settlement is fair, reasonable, and adequate in view of
5 PAGA's purpose to remediate present labor law violations, deter future ones, and to maximize
6 enforcement of state labor laws. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal. App. 5th 56, 77.)

7 8. Plaintiff's position is that, while she was employed by Defendant H Code Media, Inc., she
8 had a supervisor who would interrupt her breaks and contact her during off hours for tasks.

9 9. Accordingly, the issue that would be faced in proving the PAGA cause of action is the
10 necessity to show the supervisor did interrupt breaks and contact Plaintiff during off hours, and
11 that the supervisor did the same to other PAGA Settlement Group Members.

12 10. Defendant provided information that there were approximately 35 non-exempt employees
13 in California who worked 877 workweeks from March 20, 2023 through the January 8, 2025
14 mediation date.

15 11. Defendant also provided the following informal data for mediation: Plaintiff's personnel
16 file and payroll records, employee handbooks, the number of PAGA Settlement Group Members
17 and their workweeks (indicated above), and a 20% sampling of payroll records for the PAGA
18 Settlement Group Members.

19 12. The payroll sampling was instrumental to show the PAGA Settlement Group Members
20 were properly paid for all recorded work; yet as stated above the success of the PAGA case would
21 hinge on proving Plaintiff's supervisor requested work outside recorded time.

22 13. Assuming a full, 100% recovery for PAGA, the maximum exposure is the following:

23 a. Off the clock - \$100 per workweek (Section 1197.1) x 877 workweeks = \$87,700

24 b. Meal breaks - \$50 per workweek (Section 558) x 877 workweeks = \$43,850

25 c. Rest breaks - \$100 per workweek (Section 2699) x 877 workweeks = \$87,700

26 d. Wage statements - \$100 a workweek (Section 2699) x 877 workweeks = \$87,700

27 e. Waiting time - \$100 per employee (Section § 2699) x 14 employees = \$1,400

28 14. Thus the maximum total PAGA penalties exposure is \$308,350.

1 15. However, all the PAGA penalties are dependent on the ability to prove the supervisor
2 caused and/or required work off the clock.

3 16. There is a conservative 20% chance of the ability to successfully prove the supervisor
4 impeded off time, since if it did happen, it is possible it occurred only one day each workweek.

5 17. Thus, the more realistic adjusted maximum liability is 20% of \$308,350, or \$61,670.

6 18. The PAGA Settlement of \$35,080 is 11.3% of the maximum liability, and 56.8% of the
7 adjusted maximum liability; both figures are within the range of reasonableness.

8 19. Further, I am qualified to represent the PAGA Settlement Group Members as follows:

9 20. Since I graduated from University of San Francisco Law School in 1998, I have settled
10 over 300 individual employment law cases (in addition to hundreds of additional personal injury
11 and habitability cases), and I have handled the following class actions from start to finish:

12 *Ramirez v. Arevalo Landscaping*, Los Angeles Superior Court case number BC397109; *Friedrich*
13 *v. La Vaquita Corp.*, Los Angeles Superior Court case number BC564432; *Carvalho v. Staff*
14 *Pro*, Alameda County Superior Court case number RG16812554; *Hart v. Marriott International,*
15 *Inc.*, United States District Court case number 8:17-cv-2021-JVS; *Cole v. Saucey, Inc.*, Los
16 Angeles Superior Court case number BC707895; *Rowe v. Laura Geller Beauty, LLC*, United
17 States Bankruptcy Court case number 1:18-bk-14102-MEW (New York); *Rowe v. Ulta Salon,*
18 *Beauty, and Cosmetics, LLC*, Sacramento Superior Court case number 34-2019-00267231, *Luna*
19 *et al. v. Triple Canopy, Inc.*, Santa Clara Superior Court case number 19CV345169, *Smith v.*
20 *Budget Rent A Car System, Inc.*, United States District Court case number 2:19-cv-4720-SVW,
21 *Shrum v. Sacramento Elite Patrol, Inc.*, Sacramento Superior Court case number 34-2019-
22 002767231, *Morris v. Blue Mountain Enterprises, LLC*, Solano County Superior Court case
23 number FCS035858, *Lopez v. Mac Arthur Co.*, Riverside County Superior Court case number
24 RIC1905043, *Diaz v. Marriott International, Inc.*, San Diego Superior Court case number 37-
25 2019-00044740, *Castellanos et al. v. Southwest Patrol, Inc.*, San Diego Superior Court case
26 number 37-2020-00024905, *Inacio v. Land O' Lakes*, Merced Superior Court case number 19CV-
27 04520, *GSG Wage and Hour Cases*, San Diego Superior Court case number JCCP5055,
28 *Marroquin v. Teleferic Barcelona*, Santa Clara Superior Court case number 21CV388821,

1 *Gonzalez, et al. v. Golden Gate Bell*, Contra Costa Superior Court case number MSC21-00956,
2 *Navarro Garcia v. Widdicombe Enterprises, Inc.*, Orange County Superior Court case number 30-
3 2021-01235358, *Gonzalez v. Seven Seas Associates, LLC*, San Diego Superior Court case number
4 37-2023-00042280-CU-OE-CTL, *Navarro v. Squad Security CA, Inc.*, Los Angeles Superior
5 Court case number 22STCV24108, *Gagliardi v. Ralph Lauren Retail, Inc.*, Riverside County
6 Superior Court case number CVRI2103581, *Rodriguez v. RGIS, LLC*, Butte County Superior
7 Court case number 23CV01731, and *Castellanos v. Trimac Transportation*, Los Angeles Superior
8 Court case number 23STCV27749.

9 21. I also actively participated in and helped finalize class action settlements in the following:

10 *Arya Security Services Cases*, Orange County Superior Court case number JCCP4991, *Allen v.*
11 *Caine & Weiner*, Los Angeles Superior Court case number BC465806, *Terry v. SHAC, LLC dba*
12 *Sapphire*, Eighth Judicial District of Nevada case number A-09-602800-C, *Carter v. Fantasy*
13 *Castle*, Los Angeles Superior Court case number BC433666, *Blunt v. Valley Ball Cabaret*, Los
14 Angeles Superior Court case number BC380265, *Hills v. Todd & Katie, Inc.*, Los Angeles
15 Superior Court case number BC437919, *Lawrenz, et al. v. Blacktalon Enterprises, Inc.*, et al.,
16 Sacramento Superior Court case number 34-2019-00267748, *Stricklin, et al. v. First Alarm*
17 *Security & Patrol, Inc.*, Santa Clara Superior Court case number 18CV323753, *Rushing v.*
18 *Security Intelligence Specialist Corporation*, San Mateo Superior Court case number 18-CIV-
19 01808, *Massey v. Hummel + Mann*, Santa Barbara Superior Court case number 21CV02985,
20 *Sunshine Retirement Wage and Hour Cases*, Sacramento Superior Court case number JCCP5247,
21 and *Houser v. Fish House Vera Cruz*, San Diego Superior Court case number 37-2023-00045659-
22 CU-OE-NC.

23 22. I obtained FLSA certification and finalized settlements in *Desio v. Russell Road Food &*
24 *Beverage*, U.S. District Court case number 2:15-1440-GMN (D.Nev.) and *Aguilar v. American-*
25 *Paragon Protective Services*, U.S. District Court case number 5:20-cv-01892-EJD (N.D.Cal.).

26 23. I handled and finalized settlements on the following PAGA-only cases: *McAfee v. Chief*
27 *Protective Services*, Riverside County Superior Court case number RIC1721984, *Hall v. Pirch,*
28 *Inc.*, San Diego Superior Court case number 37-2016-00036606, *Green v. American Guard*, Los

1 Angeles Superior Court case number BC688437, *Hernandez v. Contemporary Services Corp.*,
2 Los Angeles Superior Court case number BC684206, *McNeal v. Platinum Security Services*, Los
3 Angeles Superior Court case number 19STCV05709, *Cruz v. Holder Construction Group, LLC*,
4 Santa Clara Superior Court case number 19CV341862, *Nunes v. Westmont Living*, San Luis
5 Obispo Superior Court case number 19CV-0935, *Gibson v. Swift Transportation Co.*, United
6 States District Court case number 5:20-cv-00318-ODW, *Katabyan v. Awesome Doughnut*, Los
7 Angeles Superior Court case number 20STCV19903, *Ayoub v. Harry Winston, Inc.*, United States
8 District Court case number 4:21-cv-01599-JST, *Williams v. St. Joseph Personal Care Services*,
9 *LLC*, Orange County Superior Court case number 30-2020-01134268-CU-OE-CXC, *Rodriguez v.*
10 *Modern Parking, Inc.*, Los Angeles Superior Court case number 23STCV00936, *Valdivieso v.*
11 *Universal Auto Group*, Los Angeles Superior Court case number 23GDCV00191, *Hanna v. Ulta*
12 *Salon, Cosmetics & Fragrance, Inc.*, Sacramento Superior Court case number 34-2019-
13 00252198, *Bullock v. Atria Management*, Nevada County Superior Court case number CU22-
14 086285, *Ramirez-Batres v. Lee Mechanical Contractors, Inc.*, Kern County Superior Court case
15 number BCV-23-102686, *Mathews v. Assignment America, LLC*, Los Angeles Superior Court
16 case number 22STCV13033, *Castro v. Clay Lacy Aviation, Inc.*, Los Angeles Superior Court case
17 number 21VECV00304, *Elwood v. Alameda Healthcare & Wellness Center, LLC*, Alameda
18 County Superior Court case number 23CV028398, *Vasquez v. Anton Devco, Inc.*, Sacramento
19 County Superior Court case number 34-2021-00310326, *Selvy-Medina v. Nothing Bundt Cakes*,
20 San Diego Superior Court case number 37-2023-00041657-CU-OE-CTL, *Lear v. DNS2*
21 *Management, LLC*, Riverside County Superior Court case number CVRI2304984, *Barboza et al.*
22 *v. Mission Federal Credit Union*, San Diego Superior Court case number 37-2019-00024579-CU-
23 OE-CTL, *Rosales v. All Day USA Operations, LLC*, San Mateo Superior Court case number 23-
24 CIV-02945, *Gonzalez v. Spec Personnel*, Santa Clara Superior Court case number 23CV426656,
25 *Drasher v. Advanced Building Maintenance*, Sacramento County Superior Court case number
26 23CV008372, *Hill v. Riserfit CA, LLC*, Los Angeles Superior Court case number 24STCV09523,
27 and *Wilker v. San Rafael Operating Co.*, Marin County Superior Court case number CV0001580.

28 ///

1 24. Based on the above and the arguments in the motion, I believe the PAGA Settlement is
2 fair, reasonable, and adequate, and I respectfully request the Court to grant the motion.

3 25. Also I am uploading this declaration containing the settlement agreement to the LWDA
4 website at the same time as filing the stipulation to approve the settlement.

5
6 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
7 and correct.

8 Date: May 21, 2025

/s/ Adam Rose

Exhibit A

PAGA SETTLEMENT AND RELEASE AGREEMENT

This Settlement Agreement under the Labor Code Private Attorneys General Act of 2004 (“**PAGA**”) is made by and between Plaintiff Laura Figueroa Aleman (“**Plaintiff**”), on behalf of herself and on behalf of the State of California and all aggrieved employees, on the one hand, and Defendant H Code Media, Inc. (“**Defendant**”), on the other, subject to approval by the Court in accordance with Labor Code section 2699(s)(2), and subject to the following terms and conditions:

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “**Action**” means the civil action entitled *Laura Figueroa Aleman v. H Code Media, Inc.*, Superior Court of California, County of Los Angeles, Case No. 24STCV13098.
- B. “**Agreement**,” “**Settlement**,” or “**Settlement Agreement**” means this Settlement Agreement.
- C. “**Complaint**” means the Complaint filed by Plaintiff on or about May 24, 2024 in the Action, and any amendments thereto.
- D. “**Court**” means the Superior Court for the State of California, County of Los Angeles.
- E. “**Covered Period**” means the period of time from on or about March 20, 2023 through the date the Court enters an order granting approval of the Settlement.
- F. “**Defendant**” means H Code Media, Inc.
- G. “**Defendant’s Counsel**” means Summer J. Wynn and Donna C. Saadati-Soto of Cooley LLP.
- H. “**Effective Date**” means fifteen (15) calendar days after the date that the Court enters an order granting approval of the Settlement.
- I. “**LWDA**” means the Labor & Workforce Development Agency.
- J. “**LWDA Payment**” means the portion of the payment from the Net Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- K. “**Mediation**” means the mediation that occurred on January 8, 2025, and the mediation follow-up conference that occurred on March 27, 2025, with mediator the Honorable Daniel J. Buckley (Ret.).

- L. “**Memorandum of Understanding of PAGA Settlement**” and “**MOU**” means the preliminary agreement signed by the Parties following the Mediation, which outlines the terms and purpose of this Settlement Agreement.
- M. “**Net Settlement Amount**” means the amount from the Total Settlement Amount that is available for distribution as the LWDA Payment and Settlement Shares to the PAGA Settlement Group Members after the deductions set forth in Sections IV(D) and IV(H). The entire Net Settlement Amount will be distributed to the LWDA and PAGA Settlement Group Members for settlement of PAGA penalties.
- N. “**Order**” means the Order granting approval of the Settlement; the Parties will submit a proposed Order Approving Settlement Agreement, in the form exemplified by **Exhibit A** to this Agreement, for consideration by the Court.
- O. “**PAGA**” means the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.*
- P. “**PAGA Settlement Group Members**” means all non-exempt employees employed by Defendant in California during the Covered Period.
- Q. “**Plaintiff**” means Laura Figueroa Aleman.
- R. “**Plaintiff’s Counsel**” means Adam Rose of Frontier Law Center.
- S. “**Parties**” means Plaintiff and Defendant.
- T. “**Released PAGA Claims**” means any and all claims under PAGA, including but not limited to any and all claims for civil penalties, attorneys’ fees, and/or costs, that arise from or relate to the allegations in the Complaint and the allegations in Plaintiff’s letter to the LWDA dated March 20, 2024, including but not limited to alleged failure to pay all minimum wages, alleged failure to pay all overtime wages, alleged failure to provide meal periods, alleged failure to provide rest periods, alleged failure to provide accurate wage statements, alleged failure to timely pay wages during employment, alleged violations of California’s Unfair Competition Law, and/or alleged violation of California Labor Code sections 201, 202, 203, 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1197.1, 1197.5, 2698 *et seq.*, Business and Professions Code section 17200 *et seq.* and/or violation of Industrial Welfare Commission Wage Order No. 4.
- U. “**Released Parties**” means Defendant H Code Media, Inc. and all of its present and former directors, officers, employees, members, administrators, agents, attorneys, insurers, reinsurers, affiliates, principals, managing members, controlling persons, trustees, beneficiaries, unit holders, limited and general partners, advisors, consultants, co-employers, and assigns.
- V. “**Releasing Parties**” means Plaintiff, the LWDA, and all PAGA Settlement Group Members, and each of their predecessors, successors, and assigns.

- W. “***Settlement Administrator***” means the administrator Phoenix Settlement Administrators, or a comparable vendor approved by the Court.
- X. “***Settlement Share***” means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as consideration for the settlement and release of claims for penalties under PAGA as provided by this Agreement.
- Y. “***Total Settlement Amount***” means the total amount to be paid by Defendant as provided by this Agreement.

II. PROCEDURAL BACKGROUND

- A. On March 20, 2024, Plaintiff served a notice letter to the LWDA, pursuant to Labor Code section 2699.3, to notify the LWDA of alleged Labor Code violations. The LWDA did not respond to Plaintiff’s correspondence.
- B. On May 24, 2024, Plaintiff filed the Action via the Complaint in the Superior Court of California, County of Los Angeles, Case No. 24STCV13098. Plaintiff sought, on behalf of the State of California, to represent herself and the PAGA Settlement Group Members.
- C. On September 23, 2024, the Court stayed litigation of the Action in its entirety to allow the Parties to engage in early mediation of the Action.
- D. Through arms-length negotiations and a mediation session held on January 8, 2025, and a mediation follow-up conference held on March 27, 2025, with mediator the Honorable Daniel J. Buckley (Ret.), the Parties reached a settlement of Plaintiff’s PAGA claims following the exchange of information sufficient to allow the Parties to evaluate the merits of Plaintiff’s PAGA claim and the merits of Defendant’s defenses to that claim. The information exchange included information pertaining to the current and former PAGA Settlement Group Members, Defendant’s company policies that applied to the PAGA Settlement Group Members, Plaintiff’s employment records and wage statements, and pay periods worked by the PAGA Settlement Group Members. These negotiations between the Parties allowed the Parties to reach a final resolution as to Plaintiff’s PAGA claims.
- E. After the Mediation, the Parties executed the MOU outlining the preliminary terms of this Settlement Agreement.
- F. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. The Agreement’s provisions, and all related drafts, communications, and discussions cannot be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity and cannot be offered or received into evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. Nothing in this Agreement is intended

or will be construed as an admission by Defendant that Plaintiff's claims in the Action have any merit or that it has any liability to Plaintiff or any of the PAGA Settlement Group Members. If for any reason the Agreement is not approved by the Court, it will be of no force or effect.

III. NO ADMISSION OF LIABILITY

- A. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to any person or entity under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- B. Whether or not the Order becomes final and the Effective Date occurs, nothing in this Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage. If the Court does not approve the Settlement or enter the Order approving it for any reason, or if the Effective Date does not occur for any reason, Defendant shall retain all of its rights to object to the maintenance of the Action as a representative action or otherwise, and nothing in this Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any party concerning whether the Action may properly be maintained as a representative action under PAGA.
- C. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

IV. SETTLEMENT TERMS AND CONDITIONS

- A. **Stipulation for Settlement Only.** Consistent with this Agreement, Plaintiff will request the dismissal, with prejudice, of the Complaint, including any and all PAGA-related claims and representative allegations in the Complaint, in the motion or application seeking approval of the Settlement.
- B. **PAGA Settlement Group Members.** Defendant represents that there are approximately 35 individuals that compose the PAGA Settlement Group Members.
- C. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, the Total Settlement Amount is thirty-five thousand and eighty dollars and no cents (\$35,080.00). The Total Settlement Amount will cover (a) the LWDA Payment; (b) all Settlement Shares to PAGA Settlement Group Members pursuant to the

Settlement (described in Sections IV(F) and IV(G); (c) Plaintiff's attorneys' fees, costs, and expenses related to the claims encompassed by this Agreement (which includes, but is not limited to, all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the settlement, securing court approval of the settlement including any and all submissions related thereto, providing notice to the LWDA (described in Section IV(K)(2) and IV(L)), administration associated with the Settlement, and obtaining a dismissal of the PAGA-related claims alleged in the Complaint with prejudice (described in Section IV(A)); and (d) the Settlement Administrator's fees and expenses. In no event shall Defendant be required to pay any amount more than the Total Settlement Amount.

- D. **Attorneys' Fees and Costs.** Defendant will not oppose an application for attorneys' fees in an amount that does not exceed 33.33% of the Total Settlement Amount (i.e., \$11,692.16). Defendant will not oppose an application for up to \$4,000.00 in litigation costs. Plaintiff's Counsel will not seek, or be entitled to any attorneys' fees and/or costs related to the claims encompassed by this Agreement, other than those specified in this Agreement. Plaintiff's counsel agrees that any reduction by the Court or any an appellate court of the attorneys' fees and costs shall not affect any of the Parties' other rights and obligations under this Settlement Agreement. Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on any payments made pursuant to this Section IV(D). The appropriate 1099 tax forms shall be provided by the Settlement Administrator to Plaintiff's Counsel for any payments made pursuant to this Section IV(D). Plaintiff's Counsel agrees to indemnify and hold Defendant harmless as to any tax liabilities imposed on or sought to be recovered against Defendant relating to or arising from any payments made pursuant to this Section IV(D).
- E. **Representations By Plaintiff and Plaintiff's Counsel.** Plaintiff and Plaintiff's Counsel each represent and warrant that each of them are not aware of any other person or entity with plans and/or intentions to file litigation or assert a claim of any kind against Defendant.
- F. **Settlement Shares.** Subject to the terms and conditions of this Agreement, each PAGA Settlement Group Member will be allocated a Settlement Share from 25% of the Net Settlement Amount; the remainder of the Net Settlement Amount shall be paid to the LWDA, as described in Section IV(H).
- G. **Distribution of Settlement Shares to PAGA Settlement Group Members.** After deducting for the amounts for the LWDA Payment, the Settlement Administrator's fees and expenses, and attorneys' fees, costs, and expenses, the remainder of the Net Settlement Amount will be paid as Settlement Shares to each PAGA Settlement Group Member. The portion of the Net Settlement Amount available for distribution to PAGA Settlement Group Members (25% of the Net Settlement Amount) will be divided proportionally among all PAGA Settlement Group Members based on pay periods worked during the Covered Period.

- H. **Payment to LWDA.** The Settlement Administrator will pay 75% of the Net Settlement Amount to the LWDA as its share of the Settlement attributable to civil penalties under former Labor Code section 2699(i) (the “LWDA Payment”).
- I. **Appointment of Settlement Administrator.** In connection with a joint submission to the Court for an order approving this Agreement, the Parties will propose a Settlement Administrator to distribute the Settlement Shares and other payments due under the Settlement, and otherwise administer the Settlement. In the event that the Settlement is not approved, Defendant will pay the Settlement Administrator’s reasonable fees incurred as of that time. The Settlement Administrator, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation.
- J. **Payment to Settlement Administrator.** The Settlement Administrator will pay itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court. The Settlement Administrator’s fees are estimated to not exceed \$4,000.
- K. **Procedure for Seeking Approval of Settlement.**
1. Plaintiff also agrees to submit the application or motion seeking approval of this Settlement by no later than fifteen (15) court days after execution of this Settlement Agreement, and reserve the Court’s first available date for hearing the approval request. The Parties will cooperate in seeking approval of the Settlement pursuant to California Labor Code section 2699(s)(2). Plaintiff shall provide Defendant with a copy of the draft proposed application or motion seeking approval of this Settlement at least five (5) court days prior to filing. The Parties will submit a proposed order granting approval of the Settlement in the form exemplified by **Exhibit A** to this Agreement. The Parties further agree to fully cooperate in the drafting and/or filing of any documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement.
 2. Plaintiff shall submit a copy of the Settlement to the LWDA at the same time that the Settlement is submitted to the Court for approval pursuant to Labor Code section 2699(s)(2).
 3. If the Court does not grant the application or motion for approval and issue an Order approving the Settlement, under the specific terms requested, the Parties agree to meet and confer to determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court’s concerns.
 4. If the Court does not grant approval of the Settlement, or if the Court’s approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void. A modification of

amounts payable in attorneys' fees or expenses shall not be deemed a material modification of the Settlement.

- L. **Submission Order to LWDA.** Within ten (10) calendar days after entry of the Order approving the Settlement, Plaintiff shall submit a copy of the Order in compliance with California Labor Code section 2699(s)(3).
- M. **Compliance with All Required Notice.** Plaintiff's compliance with the notice procedures described in Sections IV(K)(2) and IV(L) shall constitute due and sufficient notice to the LWDA, and shall be deemed by the Parties to satisfy any notice requirement. Nothing else shall be required of, or done by, the Parties, Plaintiff's Counsel, or Defendant's Counsel to provide notice of the Settlement.
- N. **No Right to Opt Out.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to opt out or otherwise exclude themselves from the Settlement.
- O. **Payment of Settlement Shares to PAGA Settlement Group Members.**
 - 1. Within ten (10) business days after the Effective Date, Defendant will provide to the Settlement Administrator the last known mailing addresses for each of the PAGA Settlement Group Members, for the purpose of the Settlement Administrator distributing the Settlement Shares by U.S. mail delivery of a check. This mailing address information will otherwise remain confidential and will not be disclosed to anyone. The Settlement Administrator will distribute the Settlement Shares pursuant to the timing outlined in Section IV(P).
 - 2. If a PAGA Settlement Group Member fails to cash the Settlement Share check within 180 calendar days after it is sent via U.S. mail, the Settlement Administrator will, within 20 calendar days, distribute the funds represented by the uncashed check(s) to the California State Controller's Office Unclaimed Property Fund, or alternatively to a single recipient designated by the Court in its discretion in connection with the Court's consideration and approval of the Settlement.
 - 3. The Settlement Share checks to PAGA Settlement Group Members shall be accompanied by a transmittal letter in the same or substantially similar form as that attached hereto as **Exhibit B**.
- P. **Timing of Settlement Payments.** Within ten (10) business days after the Effective Date, the Settlement Administrator will provide Defendant with wire transfer information. Within thirty (30) business days after the Effective Date, Defendant will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. The Settlement Administrator will then distribute the payments required under this Agreement within ten (10) business days after Defendant transfers the Total Settlement Amount to the Settlement Administrator. No person or entity shall

have any claim against Defendant, Defendant's Counsel, Plaintiff, Plaintiff's Counsel or any Settlement Administrator based on distributions and payments made in accordance with this Agreement. Defendant shall have no responsibility to distribute any payment of attorneys' fees or costs to any attorney or law firm that may claim entitlement to fees and costs under this Settlement Agreement or as a result of the Action.

- Q. **Waiver of Right to Appeal.** Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal the approval of the Settlement, and the Order therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If any appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until after the Effective Date.
- R. **Release and Waiver of Claims.** Upon the Effective Date, Releasing Parties shall waive and forfeit, and be deemed to have fully, finally and forever released and discharged all Released PAGA Claims against all Released Parties.
- S. **No Injunctive Relief.** As part of this Settlement, Defendant shall not be required to enter any consent decree, nor shall Defendant be required to agree to any provision of injunctive relief.
- T. **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation of this matter, except such proceedings necessary to implement and obtain entry of the Order granting approval of the Settlement. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if the Settlement is not approved by the Court.
- U. **Continued Jurisdiction.** After entry of the request for dismissal of the Action, with prejudice, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Agreement, (ii) Agreement administration matters, and (iii) such matters as may be appropriate under court rules or applicable law, or as set forth in this Agreement.
- V. **Confidentiality.** Neither Plaintiff nor her counsel shall engage in the release of any media statements, press releases, or advertising relating to this Settlement or to Defendant, nor shall they make any comments or initiate any publicity of any kind related to this Settlement or Defendant.
- W. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action reached through arms-length negotiations, through the assistance of a neutral mediator, taking into account all relevant factors, current and potential.
- X. **Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to any action,

suit, or other proceedings that may be ongoing, instituted, prosecuted, or attempted, with respect to the Released PAGA Claims, against the Released Parties.

Y. Miscellaneous Terms.

1. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding this Settlement and the Released PAGA Claims and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the subject matter hereof, and all prior or contemporaneous understandings, representations, and statements, oral or written, are merged into and superseded by this Agreement. No other promises or agreements, either expressed or implied, shall be binding unless signed in writing by Plaintiff and Defendant.
2. **Attorney Authorization.** Plaintiff's Counsel and Defendant's Counsel 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.
3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
4. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of the Parties.
5. **Applicable Law.** All terms and conditions of this Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
6. **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.
7. **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.

8. **Grammar.** The neuter form of a pronoun shall be considered to include within its meaning the masculine and feminine forms of the pronoun, and vice versa.
9. **Execution in Counterparts.** This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures and signatures transmitted by PDF shall be equivalent to original signatures. Signatures on this Agreement communicated by facsimile or other similar electronic transmission or a digital signature provided through DocuSign (or some other similar service) shall be considered an original signature, and the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity, or enforceability as a signature affixed by hand or the use of a paper-based record keeping system to the extent and as provided for in any applicable law including the Federal Electronic Signatures in Global and National Commerce Act, California digital signature regulations, or any other similar state laws based on the Uniform Electronic Transactions Act.

V. EXECUTION

The Parties have duly authorized and caused this Agreement to be executed on the date(s) below.

Dated: May 8, 2025

LAURA FIGUEROA ALEMAN

Laura Aleman

Dated: May 9, 2025

H CODE MEDIA, INC.

By: *Marchelle J. Wright*

Marchelle J. Wright
Chief People Officer

EXHIBIT A

1 Adam Rose (210880)
adam@frontierlawcenter.com
2 Frontier Law Center
23901 Calabasas Road, #1084
3 Calabasas, CA 91302
Telephone: (818) 914-3433
4 Facsimile: (818) 914-3433

5 Attorney for Plaintiff
Laura Figueroa Aleman
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
10

11 LAURA FIGEROA ALEMAN, individually
and on behalf of all aggrieved employees,

12 Plaintiff,
13

14 v.

15 H CODE MEDIA, INC., and DOES 1 to 100,

16 Defendants.
17
18
19
20
21
22
23
24
25
26
27
28

Case No. 24STCV13098

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: May 24, 2024
Trial Date: Not Yet Set

1 **[PROPOSED] ORDER**

2 The Court has reviewed the Joint Stipulation Requesting PAGA Settlement Approval, the
3 Declaration of Adam Rose, and its exhibits, including the PAGA Settlement and Release
4 Agreement (“Settlement”).

5 **NOW, THEREFORE, THE COURT HEREBY ORDERS AS FOLLOWS:**

6 The Parties’ Joint Stipulation Requesting PAGA Settlement Approval is **GRANTED** and
7 approved pursuant to Labor Code section 2699(s)(2). The terms of the Settlement are incorporated
8 into this Order as though fully set forth herein. Accordingly, the Total Settlement Amount of
9 \$35,080 shall be distributed as follows:

- 10 1. \$13,023.25 to the Labor and Workforce Development Agency for PAGA penalties
11 2. \$4,341.09 to the PAGA Settlement Group Members
12 3. \$11,681.64 to Plaintiff’s Counsel for attorneys’ fees
13 4. \$3,739.02 to Plaintiff’s Counsel for costs
14 5. \$2,295 to the Settlement Administrator

15 Plaintiff, Defendant, and the Settlement Administrator are ordered to carry out the terms of
16 the Settlement in accordance with the Settlement Agreement.

17 The Court retains jurisdiction over the Parties to enforce the terms of the Settlement.

18 **IT IS SO ORDERED**

19
20 Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT B

[Date]

Dear [Name]:

The enclosed check is your proportionate share of the Private Attorneys General Act (“PAGA”) settlement payment in the matter of *Laura Figueroa Aleman v. H Code Media, Inc.*, (Case No. 24STCV13098) filed in the Los Angeles County Superior Court. You are receiving this check because you worked for H Code Media, Inc. as a non-exempt employee within the State of California at some point between March 20, 2023, through [Date of Entry of Order Approving PAGA Settlement].

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date. If you have any questions about this payment, contact the Settlement Administrator at [Settlement Administrator Name], [Settlement Administrator Contact Number]. Please note that the Settlement Administrator cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

Laura Figueroa Aleman v. H Code Media, Inc.
[Settlement Administrator Name]

Exhibit B

[Date]

Dear [Name]:

The enclosed check is your proportionate share of the Private Attorneys General Act (“PAGA”) settlement payment in the matter of *Laura Figueroa Aleman v. H Code Media, Inc.*, (Case No. 24STCV13098) filed in the Los Angeles County Superior Court. You are receiving this check because you worked for H Code Media, Inc. as a non-exempt employee within the State of California at some point between March 20, 2023, through [Date of Entry of Order Approving PAGA Settlement].

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date. If you have any questions about this payment, contact the Settlement Administrator at [Settlement Administrator Name], [Settlement Administrator Contact Number]. Please note that the Settlement Administrator cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

Laura Figueroa Aleman v. H Code Media, Inc.
[Settlement Administrator Name]

Exhibit C



CASE ASSUMPTIONS

Aggrieved Members	33
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	33
Subtotal Admin Only	\$2,295.00

Not-to-Exceed Total \$2,295.00

For 33 Aggrieved Members

Pricing Good for Scope of Estimate Only

April 15, 2025

Case: Figueroa v. H Code Media PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Adam Rose

Firm: Frontier Law Center

Contact Number: (818) 914-3433

Email: adam@frontierlawcenter.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **33** Aggrieved Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$24.10	1	\$24.10
Call Center & Long Distance	\$2.00	1	\$1.65
NCOA (USPS)	\$20.00	1	\$20.00
Total			\$245.75

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Data Merge & Duplication Scrub	\$0.35	33	\$11.55
Notice and Check Packet	\$1.50	33	\$49.50
Estimated Postage (up to 1 oz.)*	\$0.69	33	\$22.77
Total			\$183.82

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	1	\$55.00
Skip Tracing Undeliverables	\$1.50	3	\$4.95
Remail Notice Packets	\$2.00	3	\$6.60
Estimated Postage	\$0.69	3	\$2.28
Programming Undeliverables	\$55.00	1	\$55.00
Total			\$123.83

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	1	\$125.00
Case Manager	\$85.00	1	\$85.00
Total			\$210.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	1	\$100.00
Disbursement Review	\$100.00	1	\$100.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$75.00	1	\$75.00
Check Run Setup & Printing	\$125.00	1	\$125.00
Total			\$495.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	1	\$100.00
Remail Undeliverable Checks (Postage Included)	\$2.00	3	\$6.60
Case Associate	\$50.00	1	\$50.00
Reconcile Uncashed Checks	\$80.00	1	\$80.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$100.00	2	\$200.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$300.00	1	\$300.00
Total			\$1,036.60

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$2,295.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

Exhibit D

Expenses

for Laura Nicole Figueroa Aleman - Employment Claim - H Code Media, Inc. - Charge No.: LWDA-CM-1017740-24

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
12/18/2024		Signature Resolution LLC - Inv PR42305	Taylor McCarthy	1	\$5,495.00	True	No	-	\$5,495.00
9/17/2024		One Legal Credit Card Sale_06378572	Dane Huntsman	1	\$19.77	True	No	-	\$19.77
6/28/2024		One Legal Credit Card Sale_06157977	Alina Arama	1	\$19.71	True	No	-	\$19.71
6/26/2024		Service of process	Adam Rose	1	\$68.00	True	No	-	\$68.00
6/26/2024		Invoice_Service Fee	Alina Arama	1	\$68.00	True	No	-	\$68.00
5/28/2024		One Legal Credit Card Sale_06063893	Rosemary Flores	1	\$467.55	True	No	-	\$467.55
3/20/2024		PAGA MAIL FEE	Taylor McCarthy	1	\$8.93	True	No	-	\$8.93
3/20/2024		ORD-000275892	Taylor McCarthy	1	\$75.00	True	No	-	\$75.00
12/15/2023		rr mail fee	Taylor McCarthy	2	\$8.53	True	No	-	\$17.06
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$6,239.02
Total									\$6,239.02