Electronically Received 09/28/2026 06:19 PM

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Antonia Bliznets (SBN 344511)
a.bliznets@d.law
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff Daniel Alvarez Jr.
on behalf of himself and all others similarly situated

FILED
Superior Court of California
County of Los Angeles
10/20/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DANIEL ALVAREZ JR., an individual, on behalf of himself and others similarly situated, Plaintiff, vs. CULINARY SERVICES OF AMERICA, INC., a California corporation; FOX STUDIO LOT LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No. 24STCV12720 **CLASS ACTION** Assigned for All Purposes To: Hon. Theresa M. Traber Dept: 1 **~~[PROPOSED]~~ FINAL ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND REQUEST FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE'S SERVICE PAYMENT** Date: October 20, 2026 Time: 10:30 a.m. Original Complaint Filed: May 17, 2024 First Amended Complaint: July 24, 2024 Trial Date: None Set

~~[PROPOSED]~~ FINAL ORDER GRANTING FINAL APPROVAL

The Parties reached a settlement subject to Court approval as represented in the Amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement"), attached as Exhibit 1 to the Supplemental Declaration of Alvin B. Lindsay in support of the Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed with this Court on May 15, 2026.

On October 20, 2026, this Court conducted a Final Settlement Fairness Hearing under Rule 3.769 of the California Rules of Court and this Court's February 04, 2026 Order Granting Plaintiff's Motion (the "Preliminary Approval Order"). With adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and having been fully informed in the matter, and with good cause appearing therefor, hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class, as set forth in the Preliminary Approval Order.

2. This Order Granting Final Approval of Class Action and PAGA Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties' Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all Parties to the Class Action, including all members of the Settlement Class.

4. Class Members means "All non-exempt culinary services workers hired directly by Fox Studio Lot LLC ("Fox") who worked for Fox in California, as well as all non-exempt employees of Culinary Services of America, Inc. ("CSS") who provided culinary services to Fox in California, during the Class Period (i.e. the period from May 17, 2020, through June 16, 2025)."

///

5. Aggrieved Employees means "All Class Members who worked during the PAGA Period (i.e. the period from May 17, 2023, through June 16, 2024)."

6. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon and was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process, and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information; provided Class Members with a full opportunity and the means to seek exclusion; and described to Class Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members are bound by this Order and Judgment.

7. There is zero Objections and two (2) Requests for Exclusion to the class portion of the Settlement. The two individuals who are excluded from the Class portion of the Settlement are Richard Hernandez and Tanya Williams.

8. The Court has considered all relevant factors for determining the fairness of the Settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that said

Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

9. The Court hereby approves the Gross Settlement Amount of $240,000.00.

10. The Court hereby approves the Net Settlement Amount of $101,877.31.

11. The Court hereby approves attorneys' fees to Class Counsel in the amount of $80,000.00 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing.

12. The Court hereby approves reimbursement of litigation costs of $28,122.69 to Class Counsel.

13. The Court hereby approves the payment of costs to the Administrator, Phoenix Class Action Administration, in the amount of $10,000.00.

14. The Court hereby approves Class Representative's Service Award in the amount of $5,000.00 to Plaintiff Daniel Alvarez Jr. in consideration and exchange for his contributions to the Class. The Court finds these amounts are request fair and reasonable.

15. The Court hereby approves the allocation of $15,000.00 to the settlement of the PAGA claims, of which $11,250.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and $3,750.00 shall be payable to the Aggrieved Employees.

16. No other costs or fees relief shall be awarded, either against Defendants or any other of the Released Parties, as defined in the Settlement Agreement.

17. The Administrator shall mail all Participating Class Members their settlement checks via First Class U.S. mail, postage prepaid. The face of each check will prominently state the date (not less than 190 days after the date of mailing) when the check will be voided.

18. If the settlement distribution checks mailed to those Participating Class Members is returned to the Administrator as undelivered without a United States Postal Service ("USPS") forwarding address, the Administrator must conduct a Class Member Address Search. Within seven days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address

Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undeliverable.

19. Upon entry of Judgment by the Court in accordance with the Settlement Agreement, the following releases will be effective:

5.2 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, contingent or accrued, that have been asserted or that reasonably could have been asserted in the Operative Complaint based on the facts, claims and/or allegations therein arising from or relating to work for Fox (whether as employee of Fox or CSS), including under any legal theory that was alleged or that reasonably could have been alleged based on the facts, claims and/or allegations therein, including but not limited to failure to pay all wages due (including overtime wages, and meal and rest break premium wages), failure to pay for all hours worked, failure to timely pay wages and final wages, derivative claims for failure to furnish accurate wage statements, failure to properly provide or pay sick time, failure to provide employment records, and failure to provide expense reimbursements. This Release shall include claims and theories arising under the California Labor Code Sections 201, 201.5, 202, 203, 204, 210, 221, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1198.5, 1194, 2802, as well as claims under Business and Professions Code section 17200 et seq. and the equivalent provisions of the Fair Labor Standards Act. Except as set forth in Section 5.1 and 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation. The release shall run through the date of Preliminary Approval. **Class Members do not release claims for PAGA penalties under this paragraph, and Class Members only release claims alleged in the Operative Complaint or those which**

could reasonably have been alleged based on the facts and claims alleged therein. Moreover, only those who cash their Individual Class Payment checks will be deemed to have released claims under the Fair Labor Standards Act. The following language will be printed on the reverse of each Individual Class Payment check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

5.3 Release by Aggrieved Employees Who Are Participating or Non-Participating Class Members: All Aggrieved Employees, including those that are non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or the PAGA Notice arising from or relating to work for Fox (whether as employee of Fox or CSS), including any and all claims for violation of the California Labor Code that are released in Section 5.2. **Aggrieved Employees are only releasing claims for PAGA penalties under this paragraph, and not the underlying wage and hour claims (which are addressed in paragraph 5.2)**.

20. The Court further confirms and finds that nothing contained in the Settlement Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any other Order entered in this action shall in any way or manner constitute an admission that any of the allegations against Defendant and all of Defendant's former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns, to any of the claims and causes of action asserted by the Class Members or Aggrieved Employees, or any member or employee thereof, and shall not be offered in evidence in any action or proceeding against Defendant, or any other Released Parties in any

court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Settlement Agreement or this Order. This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendant under the Settlement Agreement and this Final Order and Judgment.

21. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

22. By operation of the entry of this Order, as of the Effective Date, the parties are ordered to perform their respective duties and obligations under the Settlement Agreement.

23. The date for the Final Report (Nonappearance) Hearing is May 10, 2027 at 4:00 p.m.. The deadline for the filing of a report concerning the amount of money distributed is May 3, 2027.

JUDGMENT

In accordance with, and for the reasons stated in the Final Approval Order, judgment shall be entered whereby Plaintiff Daniel Alvarez Jr., and all Participating Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement.

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff Daniel Alvarez Jr., the Class Members (excluding Richard Hernandez and Tanya Williams), and Defendant, for the purposes of:

(a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and

(b) supervising distribution of amounts paid under this Settlement.

IT IS SO ORDERED.

Dated: 10/20/2026

Honorable Theresa M. Traber
Judge of the Superior Court