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on behalf of himself and others similarly situated

**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

Defendants.

Case No.: 24STCV12720

CLASS ACTION

Assigned for All Purposes To:

Hon. Theresa M. Traber
Dept.: 1

**NOTICE OF MOTION AND PLAINTIFF'S
UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

*[Filed concurrently with Memorandum of Points and
Authorities; Declaration of Alvin B. Lindsay;
Declaration of Daniel Alvarez; Declaration of Jodey
Lawrence and [Proposed] Order]*

Date: February 04, 2026
Time: 08:30 a.m.

Original Complaint Filed: May 17, 2024
First Amended Complaint Filed: July 24, 2024
Trial Date: None Set

TO THE COURT AND DEFENDANT AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 04, 2026, at 08:30 a.m. in Department 1 of the Courthouse of the Los Angeles Superior Court located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiff DANIEL ALVAREZ JR (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendants CULINARY SERVICES OF AMERICA, INC., a California corporation and FOX STUDIO LOT LLC, a Delaware limited liability company (“Defendants”) (collectively, “the Parties”), will and hereby do move this Court pursuant to California Code of Civil Procedure § 382 and California Rule of Court 3.769 for an order as proposed:

- (1) Preliminarily approving the class action settlement reached between Plaintiff and Defendants, including granting preliminary approval of the following class: “all non-exempt culinary services workers hired directly by Fox who worked for Fox in California, as well as all non-exempt employees of CSS who provided culinary services to Fox in California, during the during the Class Period.”
- (2) Approving the form of Notice of Class Action Settlement and procedure for notice to the class; and
- (3) Setting the final approval hearing.

Pursuant to Labor Code § 2699.3(b)(4), the Parties also seek approval of the proposed settlement’s allocation of funds to claims made under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Pursuant to the proposed Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”), filed concurrently herewith, Defendant does not oppose the preliminary approval of the class action settlement.

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1 Under the terms of the Settlement, the Parties have agreed that all claims brought on behalf
2 of the Class Members shall be fully and finally resolved for a Gross Settlement Amount of Two
3 Hundred Forty Thousand Dollars and Zero Cents (\$240,000.00) to be paid on a non-reversionary
4 basis. The amount remaining after the following deductions have been made (“Net Settlement
5 Amount”) shall be available for distribution to Class Members who do not opt out of the settlement:

- 6 • not more than Eighty Thousand Dollars and Sixty-Seven Cents (\$80,000.00) to
7 Class Counsel for attorneys’ fees, and actual and reasonable expenses payment to
8 Class Counsel for litigation costs incurred through final approval;
- 9 • not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) for the Settlement
10 Administration Costs;
- 11 • not more than Five Thousand Five Hundred Dollars and Zero Cents (\$5,000.00) to
12 Plaintiff as Class Representative Service Payment; and
- 13 • Fifteen Thousand Dollars and Zero Cents (\$15,000) for civil penalties under the
14 PAGA, where 75% (11,250.00) will be paid to the LWDA and 25% (\$3,750.00) will
15 be paid to Class Members for their Individual PAGA Payments.

16 This Notice of Motion and Motion is based on the fact that this is a fair and reasonable
17 settlement that benefits the class and was the product of informed, non-collusive negotiations by
18 the parties who were represented by experienced and able counsel. *See Dunk v. Ford Motor Co.*
19 (1996) 48 Cal. App. 4th 1794, 1802; Manual for Complex Litigation (Second) (1985) § 30.44. The
20 proposed settlement meets the legal standard for preliminary approval and is in the best interests of
21 the class; the proposed form of notice explains the settlement terms in a clear and straightforward
22 manner; the proposed procedures for notice provide the best practical notice to the class; and that
23 Class Members will have an opportunity to participate in and/or object to the settlement and/or opt-
24 out of the settlement.

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This Motion is based on this Notice, the Settlement Agreement and the exhibits thereto (including the Notice to Class Members), the accompanying Memorandum of Points and Authorities, the Declaration of Alvin B. Lindsay, the Declaration of Daniel Alvarez, the Declaration of Jodey Lawrence, the pleadings, records and files in the case, and such other further oral and documentary evidence which may be submitted at or before the hearing on this Motion.

Respectfully submitted,

Date: January 5, 2026

D.LAW, INC.

By:

Chris Eady

Alvin B. Lindsay
Attorneys for Plaintiff Daniel Alvarez Jr.,
on behalf of himself and others similarly
situated