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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

AMOURAFINA BURTON, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

KINETIC EVENTS, INC., a California corporation; ATRIUM PAYROLL SERVICES, LLC, a New York limited liability company; and DOES 1 through 50,

Defendants.

Case No.: CGC-24-620497

[Assigned for All Purposes to:
Hon. Ethan P. Schulman, Dept. 304]

(AMENDED PROPOSED) JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE AWARD

DATE: November 9, 2026
TIME: 2:30 p.m.
DEPT: 304

Action Filed: December 10, 2024
Trial Date: Not Set

Plaintiff Amourafina Burton's ("Plaintiff") Motion for Approval of California Private Attorneys General Act ("PAGA") Settlement, Attorney's Fees and Costs, and Service Award (the "Motion") came on regularly for hearing before this Court on November 9, 2026, at 2:30 p.m. This Court, having considered the Amended PAGA Settlement Agreement (the "Settlement" or "Agreement") between Plaintiff and Defendants Kinetic Events, Inc. ("Defendant Kinetic") and Atrium Payroll Services, LLC (along with Defendant Kinetic, "Defendants"), Plaintiff's Motion and Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS**:

1. The Court, for purposes of this Judgment and Order, incorporates and adopts all defined terms and provisions as set forth in the Agreement, which was attached to the Supplemental Declaration of William C. Sung in Support of Motion for Approval of PAGA Settlement as "Exhibit 1".

2. The Court hereby GRANTS the Motion.

3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorney general with respect to the PAGA claims being released under the terms of the Settlement. The California Labor and Workforce Development Agency (the "LWDA") was provided with notice of the Settlement via its online submission process and the LWDA has not made any objection to the Settlement.

4. The obligations set forth in the Settlement regarding the settlement of the Action are deemed part of this Judgment and Order, and the Parties and the Settlement Administrator are ordered to carry out the Settlement according to its terms and provisions.

5. Release of Claims. Effective on the date when Defendant Kinetic fully funds the entire Gross Settlement Amount, the LWDA and all Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Complaint and the PAGA Notice that are alleged to have occurred

during the PAGA Period

a. "Aggrieved Employees" are all current and former non-exempt or hourly paid employees who worked for Defendants in California during the PAGA Period.

b. "Complaint" is the Representative Private Attorney General Act ("PAGA") Action Complaint filed on September 24, 2024 in San Francisco County Sueprior Court, Case No. CGC-24-618367.

c. "Gross Settlement Amount" is $250,000.00.

d. "PAGA Notice" means Plaintiff's July 11, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

e. "PAGA Period" means July 11, 2023 through September 24, 2026.

f. "Released Parties" are Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

6. The Settlement is not an admission by Defendant, nor is this Judgment and Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment and Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

7. The Court appoints ILYM as the Settlement Administrator.

8. Defendant shall pay the Gross Settlement Amount within 30 days of the Effective Date, which is the date of entry of this Judgment and Order.

9. Within 14 days after Defendant pays the Gross Settlement Amount, the Settlement Administrator shall disburse the Gross Settlement Amount as follow:

a. A payment in the amount of $85,399.89, payable to the LWDA for civil penalties pursuant to PAGA;

b. Individual PAGA Payments totaling $45,984.56, payable to the Aggrieved Employees on a pro rata basis in accordance with the formula set forth in § 3.2.4.1. of the Agreement for civil penalties pursuant to PAGA, along with a copy of the Explanatory Letter,

attached to the Agreement as Exhibit A, in English and Spanish;

c. An award of $83,333.33, representing 33 1/3% of the Gross Settlement Amount, to Justice for Workers, P.C. for attorney's fees pursuant to PAGA;

d. An award of $13,582.22 to Justice for Workers, P.C. for attorney's costs pursuant to PAGA;

e. A payment of $10,000.00 to Plaintiff for his services to the State and Aggrieved Employees, pursuant to the Settlement; and

f. A payment in the amount of $11,700.00 to the Settlement Administrator, ILYM, for settlement administration costs.

10. The Parties shall bear their own respective attorney's fees and costs, except as otherwise provided for in the Settlement and approved by the Court. Defendant and the Released Parties shall have no further liability for costs, expenses, interests, attorney's fees, or for any other charge, expense, or liability relating to the Released PAGA Claims and shall be released from all claims as set forth in the Settlement Agreement and in this Judgment and Order.

11. Plaintiff shall submit a copy of this Judgment and Order to the LWDA within 14 days after entry of this Judgment and Order.

12. This Judgment and Order is intended to be a final disposition in its entirety of the above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for purposes of (i) enforcing the Settlement Agreement and/or this Judgment and Order, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13. The Court sets a Non-Appearance Case Review re: Final Accounting on _____, 2027 at ___ a.m. in Department 304. Plaintiff is ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution, including the actual amounts paid to the Aggrieved Employees and the other amounts distributed under the Settlement, including any uncashed checks, no later than 5 court days prior to the hearing.

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____, 2026

_____
Hon. Ethan P. Schulman
Judge of the Superior Court